



REQUEST for PROPOSAL #894
PROFESSIONAL, TECHNICAL AND EXPERT SERVICES

Clark County Washington

RELEASE DATE: WEDNESDAY, MAY 22, 2024
DUE DATE: WEDNESDAY, JULY 31, 2024 by 1:30 pm

Request for Proposal for:

COMPREHENSIVE ANALYSIS of CLARK COUNTY MUNICIPAL SOLID WASTE

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:

Sara Schroeder, MPH
Public Health | Environmental Operations Specialist Sr.
Sara.Schroeder@clark.wa.gov
360-605-9837

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

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Comprehensive Analysis of Clark County Municipal Solid Waste

Part I Proposal Requirements

Section IA	General Information
1. Introduction	<p>Clark County Public Health (CCPH) is seeking proposals from qualified firms to complete a comprehensive analysis of mixed municipal solid waste generated in and initially disposed of within Clark County, Washington. The waste characterization study will include season-specific sampling that will occur over four consecutive quarters and is anticipated to begin January 2025.</p> <p>The study will include quantity and composition of waste disposed by different types of waste generators, such as single family, multifamily, and commercial generators. The proposal should include a review of waste transported by the locally contracted haulers as well as self-haul customers at the three Columbia Resource Company transfer stations. The self-hauler data should include the types and number of users, user location (e.g. jurisdiction, urban, rural), material types, and reasons for self-hauling.</p> <p>The consultant will lead the sampling to ensure that sampling is being conducted in an accurate and unbiased manner. The consultant will provide regular progress reports and completed data forms to CCPH after each set of sampling. The consultant, in consultation with county staff, will prepare a final analysis and detailed report on waste characterization and survey results. The primary goal of the requested waste stream analysis is to provide reliable data that can be used to assist CCPH in:</p> <ul style="list-style-type: none"> • Identifying and evaluating trends in the local solid waste system • Supporting decisions on rate setting • Improving transparency with policy makers, community partners, and the public at large • Evaluating the effectiveness of existing recycling education programs • Identifying future waste prevention and recycling programming opportunities <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>

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<p>2. Background</p>	<p>Waste generated within Clark County is directed to three transfer and recycling facilities:</p> <ul style="list-style-type: none"> • Central Transfer Recycling Center (CTR) 11034 NE 117th Ave., Vancouver, WA • Washougal Transfer Station (WTS), 4020 S. Grant St., Washougal, WA • West Vancouver Materials Recovery Center (West Van) 6601 NW Old Lower River Road, Vancouver, WA <p>Waste is collected at these facilities for the recovery of recyclable materials and household hazardous waste. Non-recycled waste is compacted and containerized, then transported for final disposal at the Finley Buttes or Wasco Landfill in eastern Oregon. In calendar year 2023, there were approximately 400,700 tons of mixed municipal solid wastes delivered to the three Columbia Resource Company transfer stations.</p> <p>It is a contractual obligation to periodically conduct a comprehensive analysis of the municipal solid waste stream. An initial baseline study was conducted in 1993. Subsequent studies were conducted in 1995, 1999, 2003, 2008, and 2012. Copies of these reports are available upon request. Additionally, waste from West Van was included in the 2020-2021 Washington Statewide Waste Characterization Study conducted by the Department of Ecology.</p>
<p>3. Scope of Project</p>	<p>Below is a list of required services and tasks that must be included in the proposal for the comprehensive waste characterization study. Note that the contractor that is awarded this contract may also be asked to propose material specific follow up characterization studies (e.g. construction and demolition debris or organic materials) based on the results of the comprehensive study.</p> <p>Ongoing/administrative services Throughout the span of the project, the consultant will be responsible for project management items including:</p> <ul style="list-style-type: none"> • Participating in virtual meetings with county staff; schedule to be determined (weekly, monthly, or as needed). • Project time management including remaining on schedule and ensuring capacity to complete work throughout the entire project timeline (maintain sufficient staff levels, plan for succession, etc.). • Budget tracking and submitting invoices as outlined in the contract. • Providing deliverables in draft form (Microsoft Word or Excel formats) to the county project team for commenting/feedback with ample time to respond. • Incorporating county project lead feedback and submitting updated deliverables as applicable until approved by county project team. <p>Task 1: Develop a sampling and implementation plan for the waste characterization study <i>Objective:</i> Provide an informed and detailed plan for conducting the comprehensive waste characterization study including the sampling and sorting for waste composition and quantity data as well as a survey of residential and non-residential self-hauling waste generators.</p> <p><i>Activities:</i> Based on a review of the county’s current conditions and needs, a detailed plan will be developed for the waste composition and quantity analysis. This plan will be reviewed and approved by county project staff. This plan will serve as a reference during the waste sorting activities and later to document how the study was conducted.</p> <p>This sampling and implementation plan should include:</p> <ul style="list-style-type: none"> • A review of previous composition data, including methodologies and categories used, in studies from other counties in the area and the Department of Ecology. Consideration should be made to create data that can be comparable to previous Clark County studies as well as other studies in the area.

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- Analysis of current conditions at the transfer stations including a review of waste flows, such as annual amounts by transfer station and by customer type. The sorting schedule at each transfer station will be determined based on this information.
- Input from county project team on current and future data needs for the waste composition and quantity analysis.
- A detailed strategy for selecting vehicles and waste samples to ensure representation from the different types of waste generators.
 - A list of sample waste generator category definitions has been provided in **Attachment D: Sample Waste Generator and Material Categories**.
 - Note that vehicles delivering waste to the transfer stations should be randomly selected for sampling while documenting the source of the sample. Samples to be sorted shall be collected in a manner that will not bias the results. Respondents to this RFP are to indicate how they will select samples at each site and the average size (weight) of the samples to be taken. This should include both how the consultant will select sample vehicles delivering wastes, and how the consultant will select the sample waste from the vehicle's load.
- A plan for surveying self-haulers. The self-hauler data should include the waste generator types (commercial, residential, etc.), source location (e.g. jurisdiction, urban, rural), material types, and reasons for self-hauling.
 - Note that some of this data may already be collected by Columbia Resource Company (CRC) staff. When developing the survey, consider what additional data may be necessary.
- Methodologies for sorting including equipment needs and the final definitions of the waste stream categories. See **Attachment D: Sample Waste Generator and Material Categories**.
 - The county recognizes that while there is benefit in retaining the previously used categories and subcategories for comparison purposes, the waste stream has changed significantly since the last study and is open to adjusting/discussing to reflect those changes. Consultant should offer input/ideas about expanding, reducing, or altering these categories based on what other regional communities have done recently and/or differences in the waste stream since our previous study.
- A site map for setting up the sorting stations.
 - Sort locations must include all three (3) primary transfer stations. This will provide access to samples from diverse geographic locations.
- A plan for statistically significant data collection and management.
 - Two (2) types of data need to be tracked including waste quantity data and waste composition data. Include in the plan the development of forms and templates to be used for data collection, for example the self-haul survey questionnaire and a waste quantity data collection form that will be completed for each sample sorted. The consultant will produce the data forms, which will be approved by the county project team. The data shall be submitted in electronic format as an Excel spreadsheet for data compilation and manipulation. Include graphs, and charts best suited to understand the data and information.
- A proposed schedule and staffing needs to conduct a season-specific sampling timeline that will occur over four consecutive quarters. Staffing concerns should include labor needed for the sorting crew and sorting oversight.

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- A training plan for sort crews and supervision of sort crews. Training must cover staff safety and will be provided by the consultant.

Deliverables: Detailed work plan for this project.

Task 2: Conduct quarterly waste composition field work and self-haul survey

Objective: Collect data by procuring samples of waste from identified sources, sorting the samples, and surveying self-haul customers to provide an accurate analysis of the county's waste stream.

Activities: The detailed activities defined in the sampling and implementation plan will be conducted on a four-season basis to reflect the changes of the waste stream throughout the year. The following components must be included in the field work.

- Prior to entering the sorting area, training must be provided for the sorting staff and shift supervisor. The training must include safety and emergency procedures. In addition, prior to the start of each season the crew will be given extensive instructions on the site layout, sorting and weighing procedures, and the definitions used for material categories. The consultant shall be responsible for providing all staff and their training.
- It is anticipated that CRC staff will play a role in interviewing, selecting samples, directing haulers, and data entry. The consultant will be responsible for training CRC staff on these responsibilities.
- Scheduling and coordinating with the three transfer stations. The consultant shall aid in the scheduling and coordination with CRC and the management at each transfer station.
- Setting up the sorting area. Consultant will be responsible for providing the necessary equipment including sort boxes, scales, safety gear, and clean up equipment. Additional details of needed equipment shall be included in the proposal.
- Sampling, sorting, and tracking data will occur once proper training and set up is completed.
- Cleanup is to happen after each shift. Equipment removal should occur promptly after the quarterly session is complete. All samples must be recycled or properly disposed after sorting and measuring is complete.

Deliverables: The county approved field data form will be filled out for each sample, identifying the source of the sample and weights of each material found in it. The original forms should be scanned by the consultant and copies of each form will also be provided to the county project lead after each season. Data forms are anticipated to be delivered within 10 business days of the field work and survey taking place.

Task 3: Data entry and analysis

Objective: Accurately enter waste quantity and composition data and self-haul survey results for each sample. Data collected by self-haulers should include the types and number of generators, location waste was generated (e.g. jurisdiction, urban, rural), material types, and reasons for self-hauling. And any additional information deemed necessary.

Activities: Data entry and analysis will use an Excel spreadsheet. When each season's data entry is completed, the consultant will double-check the entered data to prevent mistakes. The consultant shall advise the county on how best to interpret and analyze data from the waste sorts and will review the results of the analysis with the county for quality control. Note that data must be collected in a way that will provide statistically significant information.

Deliverables: The primary deliverable from this task will be the waste composition and quantity results along with the self-haul survey results that will be incorporated into the final report for this

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project. A copy of the data entry spreadsheet will be provided to the county project lead in an Excel format within 20 business days of each sort (or more frequently if desired). Additional progress reports after completion of each quarterly sampling and self-hauler survey may be required upon request.

Task 4: Consolidate findings into a detailed report

Objective: To provide a statistically significant report that clearly and succinctly describes the findings and conclusions of this project.

Activities:

- Develop a draft report and provide it to CCPH staff for their review and comment. The draft report should be provided in a way that allows adequate time for review and revisions prior to completing the project contract.
- The consultant shall prepare the report to include: an overview of methodologies used, waste quantity and composition results, comparison to previous studies, self-haul usage survey results and recommendations for county programs.
- The consultant shall advise the county on how best to interpret and analyze data from the waste sorts and will review the results of the analysis with the county for quality control.
- Data shall be presented using tables, graphs, and charts best suited to understand the data and information.
- The draft and final report shall follow Clark County branding and include images of the sorting process.
- Additional data can be included in the report, based on preferences by the county project team, subject to the availability of supplemental data, and within the time constraints of the project.

Deliverables: The final report will be provided to Clark County staff at the completion of the project. Submittal package is to include a single hard copy along with electronic copies in word and pdf format. An electronic copy of the Excel spreadsheet containing the raw data will also be provided. Clark County requests approval for addressing typos or errors found upon the completion of the contract. The final report will be made available to the public on the Clark County website.

Task 5: Present findings to key community partners

Objective: To inform key partners of the project and findings to increase transparency and understanding of the regional waste stream.

Activities: Develop and provide presentations and communications to industry partners and interested groups as directed by county staff. This may include the county internal project team, SWAC, RSWSSC, Clark County Council, and other interested parties. Presentations will be required throughout the project to demonstrate progress. A final presentation will be required once the final report has been completed before the contract expires.

Deliverables: Delivery of presentations with visual aids and key findings.

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<p>4. Project Funding</p>	<p>The project is primarily funded through tip fees collected by the county from the operation and administration of the Clark County Regional Solid Waste System. Allocation of funds for this RFP will be established based on the contract negotiations.</p>
<p>5. Title VI Statement</p>	<p><u>Title VI Statement</u></p> <p>Clark County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.</p> <p>El Condado de Clark, de acuerdo con las disposiciones del Título VI de la Ley de Derechos Civiles de 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d a 2000d-4) y el Reglamento, por la presente notifica a todos los postores que se asegurará afirmativamente de que cualquier contrato celebrado de conformidad con este anuncio, las empresas comerciales desfavorecidas tendrán la oportunidad plena y justa de presentar ofertas en respuesta a esta invitación y no serán discriminadas por motivos de raza, color u origen nacional en consideración a un laudo.</p> <p>La políza del condado de Clark es garantizar que ninguna persona por motivos de raza, color, origen nacional o sexo según lo dispuesto en el Title VI of the Civil Rights Act de 1964, según enmendada, sea excluida por participar en, ser negado los beneficios de, o ser discriminado por cualquier programa o actividad patrocinada por el condado. Para preguntas relacionadas con el programa de Title VI de Obras Públicas del condado de Clark, o para servicios de interpretación o traducción para personas que no hablan inglés. O para que los materiales estén disponibles en un formato alternativo, comuníquese con el coordinador del Title VI de Obras Públicas del condado de Clark por correo electrónico a CCPW-TitleVI@clark.wa.gov o por teléfono a 564-397-4944. Las personas con problemas de audición / habla pueden llamar a Washington Relay Center al 711.</p> <p>For questions regarding Clark County Public Works' Title VI Program, or for interpretation or translation services for non-English speakers, or otherwise making materials available in an alternate format, contact Clark County Public Works' Title VI Coordinator via email at CCPW-TitleVI@clark.wa.gov or phone at 564-397-4944. Hearing/speech impaired may call the Washington Relay Center at 711.</p>

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<p>6. Timeline for Selection</p>	<p>The following dates are the intended timeline:</p> <table border="1" data-bbox="423 247 1511 840"> <tr> <td>Pre-Submittal Meeting</td> <td>June 13, 2024</td> </tr> <tr> <td>Deadline for Questions and Answers</td> <td>July 24, 2024</td> </tr> <tr> <td>Final date for Addendum, if needed</td> <td>July 26, 2024</td> </tr> <tr> <td>Proposals Due</td> <td>July 31, 2024</td> </tr> <tr> <td>Proposal Review/Evaluation Period</td> <td>September 6, 2024</td> </tr> <tr> <td>Interviews/Demonstration (if requested to Participate in a tier 2 evaluation)</td> <td>September 9 – 13, 2024</td> </tr> <tr> <td>Selection Committee Recommendation</td> <td>September 25, 2024</td> </tr> <tr> <td>Contract Negotiation/Execution</td> <td>October 1 – 31, 2024</td> </tr> <tr> <td>Contract Intended to Begin</td> <td>November 1, 2024</td> </tr> </table>	Pre-Submittal Meeting	June 13, 2024	Deadline for Questions and Answers	July 24, 2024	Final date for Addendum, if needed	July 26, 2024	Proposals Due	July 31, 2024	Proposal Review/Evaluation Period	September 6, 2024	Interviews/Demonstration (if requested to Participate in a tier 2 evaluation)	September 9 – 13, 2024	Selection Committee Recommendation	September 25, 2024	Contract Negotiation/Execution	October 1 – 31, 2024	Contract Intended to Begin	November 1, 2024
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<p>7. Employment Verification</p>	<p>The Proposer, if awarded the Contract, shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program before execution of the Contract. The Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Agreement are eligible to work in the United States. The Contractor shall provide verification of compliance upon County request. Failure by Contractor to comply with this subsection shall be considered a material breach. (Sole Proprietors must submit a letter stating such.)</p>																		
<p>Section IB</p>	<p>Work Requirements</p>																		
<p>1. Required Services</p>	<p>The consultant will provide all necessary staff and equipment to complete the scope of work. The consultant will coordinate sort schedules with county, transfer facilities, and collection companies.</p>																		
<p>2. County Performed Work</p>	<p>Clark County will provide:</p> <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 																		

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<p>3. Deliverables & Schedule</p>	<p>Below are the deliverables and anticipated timeline in brief. Final dates will be determined on the approved sampling schedule. Alternative schedules submitted by the contractor will be considered. Final details and timeline will be established during contract negotiations. Refer to deliverables as outlined above in Section IA 3. Scope of Project for more details.</p> <p>Ongoing/administrative services: tasks will occur throughout the contracted period. The terms of the ongoing and administrative services will be outlined in the contract including:</p> <ul style="list-style-type: none"> • Frequency of meetings • Frequency of invoicing <p>Task 1: Develop a sampling and implementation plan for the waste characterization study: Deliverable includes a detailed work plan for this project. This is due within the first 2 months of the contracted period, anticipated to begin November 1, 2024. A proposed sampling schedule will be required at this time to establish the remaining task deadlines.</p> <p>Task 2: Conduct quarterly waste composition field work and self-haul survey: Deliverables include the county approved field data form for each quarterly sort, identifying the source of the sample and weights of each material found in it. The original forms should be scanned by the consultant and copies of each form will also be provided to the county project lead after each season. This deliverable is to occur once per quarter with quarter 1 starting January 2025. Data forms are anticipated to be delivered within 10 business days of the field work and survey taking place.</p> <p>Task 3: Data entry and analysis: The primary deliverable from this task will be the waste composition and quantity results along with the self-haul survey results that will be incorporated into the final report for this project. A copy of the data entry spreadsheet will be provided to the county project lead in an Excel format at the end of each sort (or more frequently if desired). Additional progress reports after completion of each quarterly sampling and self-hauler survey may be required upon request. Excel data sheets are anticipated to be delivered electronically to county staff within 20 business days of the field work and survey taking place.</p> <p>Task 4: Consolidate findings into a detailed report: A single hard copy and an electronic copy (in word and pdf format) of the final report will be provided to Clark County staff at the completion of the project. A final electronic copy of the Excel spreadsheet containing the raw data will also be provided. This report is anticipated to be submitted in draft form within 40 business days of the final day of field work and survey taking place. CCPH will provide comment back within 10 business days. Consultant will respond with updates within 10 additional business days. This process continues until a final product is agreed upon.</p> <p>Task 5: Present finding to key community partners: Delivery of county approved presentations with visual aids and key findings. Schedule will be dependent on established meetings with community partners such as the quarterly SWAC and quarterly RSWSSC meetings.</p>
<p>4. Place of Performance</p>	<p>Contracted waste sampling will take place at the three Columbia Resource Company transfer stations. Administrative tasks may take place in the county's facility, the proposer's facility, a third-party location, or any combination thereof.</p>
<p>5. Period of Performance</p>	<p>A contract awarded as a result of this RFP will be for two (2) years and is intended to begin on November 1, 2024 and end October 31, 2026.</p> <p>Total contract value including extensions will be determined by evaluating funds requested in the selected proposal(s) and approved funding.</p>

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	<p>Clark County reserves the right to extend the contract resulting from this RFP for a period of four (4) additional years, in two (2) 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> <p>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>6. Prevailing Wage Applicable to all public work as defined in RCW 39.04.010(4) Public Works Definition</p>	<p>Pursuant to Washington State RCW 39.12 PREVAILING WAGES ON PUBLIC WORKS all work identified in this project as a public work requires the contractor to pay Washington State prevailing wages and file all affidavits of intent to pay with the WA State Dept of Labor & Industries.</p> <p>Contractors shall meet the requirements for Prevailing Wage and public works requirements, per RCW 39.04.350 BIDDER RESPONSIBILITY CRITERIA – SWORN STATEMENT – SUPPLEMENTAL CRITERIA.</p> <p>For this project select the Clark County rates that apply on the proposal closing date from either of these sites:</p> <p>http://www.wsdot.wa.gov/Design/ProjectDev/WageRates/default.htm http://www.ini.wa.gov/TradesLicensing/PrevWage/WageRates</p> <p>Before payment is made by the Local Agency of any sums due under this contract, the Local Agency must receive from the Contractor and each Subcontractor a copy of "Statement of Intent to Pay Prevailing Wages" (Form L & I Number 700-29) approved by the Washington State Department of Labor and Industries.</p> <p>A fee of \$45.00 per each "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" is required to accompany each form submitted to this Department of Labor and Industries. The Contractor is responsible for payment of these fees and shall make all applications directly to the Department of Labor and Industries. These fees shall be incidental to all the proposed items of this contract.</p>
<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</p>

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	<p>(10) days to obtain a court order enjoining release of the record(s). If the Respondent or Proposer does not take such action within the ten (10) day period, the County will release the portions of the RFP Submittal deemed subject to disclosure. All Respondents and Proposers who provide RFP Submittals for this procurement accept the procedures described above and agree that the County shall not be responsible or liable in any way for any losses that the party may incur from the disclosure of records to a third party who requests them.</p>
<p>10. Insurance/Bond</p>	<p>A. <u>Waiver of Subrogation</u> All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against County, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of subrogation prior to a loss. Contractor hereby waives its own right of subrogation against County and shall require similar written express waivers and insurance clauses from each of its subcontractors.</p> <p>B. <u>Proof of Insurance</u> Proof of Insurance shall be provided prior to the starting of the contract performance. Proof will be on an ACORD Certificate(s) of Liability Insurance, which the Proposer shall provide to Clark County. Each certificate will show the coverage, deductible and policy period. Policies shall be endorsed to state that coverage will not be suspended, voided, canceled or reduced without a 30-day written notice by mail to the County. It is the Proposer's responsibility to provide evidence of continuing coverage during the overlap periods of the policy and the contract.</p> <p>C. <u>Worker's Compensation</u> As required by the industrial insurance laws of the State of Washington.</p> <p>D. <u>Automobile</u> If the Proposer or its employees use motor vehicles in conducting activities under this Contract, liability insurance covering bodily injury and property damage shall be provided by the Proposer through a commercial automobile insurance policy. The policy shall cover all owned and non-owned vehicles. Such insurance shall have minimum limits of \$1,000,000 per occurrence, 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.</p> <p>E. <u>Commercial General Liability (CGL) Insurance</u> Written under ISO Form CG0001 or its latest equivalent with minimum limits of \$2,000,000 per occurrence and in the aggregate for each one-year policy period. Personal and Advertising Injury \$1,000,000 and General Aggregate \$1,000,000. This policy must renew annually. This coverage may be any combination of primary, umbrella or excess liability coverage affording total liability limits of not less than \$1,000,000 per occurrence and in the aggregate. However, if other policies are added they must be a follow-form policy in language, renewal date, and have no more exclusions than the underlying coverage. Products and Completed Operations coverage shall be provided for a period of three years following Substantial Completion of the Work. The deductible will not be more than \$50,000 unless prior arrangements are made with Clark County on a case-by-case basis; the criterion is the Contractor's liquidity and ability to pay from its own resources regardless of coverage status due to cancellation, reservation of rights, or other no-coverage-enforce reason. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. Clark County needs to be listed as additional insured.</p> <p>F. <u>Professional Liability (aka Errors and Omissions)</u> 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</p>

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	<p>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.</p> <p>G. <u>Umbrella Liability Coverage</u> 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.</p> <p>H. <u>Additional Insured</u> Clark County, its officers, employees and agents, will be named on all policies of contractor and any subcontractors as an additional insured, with no restrictions or limitations concerning products and completed operations. This coverage shall be primary coverage and noncontributory to any coverage maintained by Clark County. The contractor shall provide Clark County with verification of insurance and endorsements required by this agreement. Clark County reserves the right to require complete, certified copies of all required insurance policies at any time. All insurance shall be obtained from an insurance company authorized to do business in the State of Washington.</p> <p>All policies must have a Best's Rating of A-VII or better.</p>
<p>11. Plan Holders List</p>	<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.

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Part II Proposal Preparation and Submittal

Section IIA	Pre-Submittal Meeting / Clarification
1. Pre-Submittal Meeting	A pre-submittal meeting is scheduled for Thursday, June 13, 2024 at 10:00 am via Microsoft Teams. Proposers interested in attending shall email Project Manager, Sara Schroeder at Sara.Schroeder@clark.wa.gov to request the meeting invitation.
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 July 24, 2024 by 5:00 pm.</p> <p>An addendum will be issued no later than July 26, 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>Proposals must be clear, succinct and not exceed twenty (20) pages, <u>excluding</u> resumes, coversheet, debarment form and example report or other deliverable from a similar project. 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>

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	<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	<p>This form is to be used as your proposal Cover Sheet. See Cover Sheet - Attachment A</p>
2. Project Team	<p>The organization and project manager should have five (5) or more years of experience involving similar projects and work with government agencies. Work experience should include:</p> <ul style="list-style-type: none"> • Development and implementation of waste characterization studies and surveys • Drafting technical reports including detailed data analysis • Working with industry partners professionally with respect for diversity <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 ○ Invoicing ○ Task management ○ Communications ○ Completion of deliverables • Identify any project management tools used by your organization such as Smartsheet, Microsoft Project, Adobe Workfront, etc.

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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.• A work history describing relevant projects completed by your organization of similar scope. <p>Proposals are to include an example report or other deliverable from a similar project completed by your organization. (Note: This example report/deliverable will not count towards the maximum page limit of the proposal identified in Section IIB Proposal Submission above).</p>
5. Project Approach and Understanding	<p>Proposers are to show their understanding of the project by providing an organized and detailed proposal addressing all needs described in this RFP. Section IA 3. Scope of Project and Section IB 3. Deliverables & Schedule describes project deliverables, schedule, and ongoing required services.</p>
6. Proposed Cost	<p>Cost is not considered and should not be included. This is a qualifications-based selection.</p>

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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. Suspended or debarred forms will be excluded.</p> <p>All proposals that pass initial screening will have a tier 1 evaluation by the committee. Tier 1 evaluation is based on a point system equaling one hundred (100) points.</p> <p>Following tier 1 review and scoring, a tier 2 interview <i>may be</i> requested of top scoring candidates. This will be determined based on the tier 1 scoring and comparability of the top scoring proposals. Tier 2 evaluation is based on a point system equaling one hundred (100) points. Tier 1 and tier 2 scores will be combined for final consideration.</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, weighted against the following criteria:</p> <table border="1" data-bbox="402 926 1421 1934"> <tbody> <tr> <td data-bbox="402 926 1344 1213"> Quality of Proposal <ul style="list-style-type: none"> • Addresses all work outlined in this RFP. • Includes all the information and documentation request in this RFP. • Is free from grammatical and spelling errors. • Is organized, well designed, is easy to navigate and understand. </td> <td data-bbox="1344 926 1421 1213" style="text-align: center; vertical-align: middle;">40</td> </tr> <tr> <td data-bbox="402 1213 1344 1577"> Work History / Examples <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. • A strong example shows demonstrated knowledge of a waste stream analysis study. • A strong example provides a sample report/deliverable from a related project that meet the committee expectations for quality, content and format. </td> <td data-bbox="1344 1213 1421 1577" style="text-align: center; vertical-align: middle;">30</td> </tr> <tr> <td data-bbox="402 1577 1344 1934"> Project Work Plan/Methodology <ul style="list-style-type: none"> • Demonstration of understanding of the project objectives and responsiveness of proposal to those objectives. • Project work plan - amount of detail provided and demonstration of ability to adhere to the indicated work schedule. • Project management, assignment and availability of personnel and use of sub-consultants. </td> <td data-bbox="1344 1577 1421 1934"></td> </tr> </tbody> </table>	Quality of Proposal <ul style="list-style-type: none"> • Addresses all work outlined in this RFP. • Includes all the information and documentation request in this RFP. • Is free from grammatical and spelling errors. • Is organized, well designed, is easy to navigate and understand. 	40	Work History / Examples <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. • A strong example shows demonstrated knowledge of a waste stream analysis study. • A strong example provides a sample report/deliverable from a related project that meet the committee expectations for quality, content and format. 	30	Project Work Plan/Methodology <ul style="list-style-type: none"> • Demonstration of understanding of the project objectives and responsiveness of proposal to those objectives. • Project work plan - amount of detail provided and demonstration of ability to adhere to the indicated work schedule. • Project management, assignment and availability of personnel and use of sub-consultants. 	
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	<ul style="list-style-type: none"> • Adequacy of sampling design for producing reliable estimates of waste amounts • Appropriateness of sorting methodology to be employed. 	<p>30</p> <p>Total Points 100</p>		
<p>Tier 2: Following Committee Tier 1 review of the written proposals, the top scoring proposals may be requested to participate in 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"> <tr> <td data-bbox="402 558 1344 869"> <p>Proposal Presentation / Demonstration</p> <ul style="list-style-type: none"> • Proposer team to provide a quality presentation/demonstration to county staff. • Presentation adds value and detail to the written proposal. • Presentation is organized and high quality. • Proposer team is skilled at communications. </td> <td data-bbox="1344 558 1446 869"> <p>50</p> </td> </tr> </table>			<p>Proposal Presentation / Demonstration</p> <ul style="list-style-type: none"> • Proposer team to provide a quality presentation/demonstration to county staff. • Presentation adds value and detail to the written proposal. • Presentation is organized and high quality. • Proposer team is skilled at communications. 	<p>50</p>
<p>Proposal Presentation / Demonstration</p> <ul style="list-style-type: none"> • Proposer team to provide a quality presentation/demonstration to county staff. • Presentation adds value and detail to the written proposal. • Presentation is organized and high quality. • Proposer team is skilled at communications. 	<p>50</p>			
<table border="1"> <tr> <td data-bbox="402 869 1344 1010"> <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 869 1446 1010"> <p>50</p> </td> </tr> </table>			<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 	<p>50</p>
<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 	<p>50</p>			
<p>Total Points 100</p>				
<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. An example contract is included as Attachment E: Sample Contract</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>			

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4. Orientation/Kick-off Meeting	Contact negotiations will be completed following the Review Committee selection process. CCPH intends to complete negotiations the month of October 2024 with an anticipated contract start date of November 1, 2024. A kick-off meeting with the county project team and the selected agency will be scheduled at that time.
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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

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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.Mason@clark.wa.gov

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

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

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

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Attachment C



Clark County, Washington

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

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

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, 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: Sample Waste Generator and Material Categories

Waste Generator Categories

The county is looking for sampling of wastes to be conducted for each of the following generator categories. Definitions may be updated based on current best practices.

- **Self-haul**

- Residential self-haul: waste that is brought in by homeowners and renters who generated the load of waste, although in some cases they may be assisting a family member, neighbor or acquaintance who generated the waste. This category also includes landlords hauling their residential tenants' waste. This type of waste is typically transported to the disposal site using a car or pickup truck, and there is a distinct pattern in the timing of such deliveries. Most of the residential self-haul waste is brought to the disposal site on weekends or in the evenings (i.e., at times other than regular daytime work hours).
- Non-residential self-haul: waste from businesses or contractors, and typically brought in by an employee of that business. The pattern in the delivery of this waste tends to be the opposite of residential self-haul wastes, occurring primarily during regular work hours, and is typically brought in with larger vehicles (dump trucks, pickup trucks with trailers, and other trucks). A substantial amount of this waste stream consists of loads of construction and demolition wastes brought in by construction contractors.

- **Garbage truck services**

- Single family residential: waste brought in by garbage haulers collected from single family homes. This waste is typically bagged before collection, relatively heterogeneous (consisting of small pieces of many different types of materials) and delivered to the disposal site most often between mid-morning and mid-afternoon Monday through Friday.
- Multifamily residential: waste brought in by garbage haulers from apartment buildings. This waste is often bagged before collection, relatively heterogeneous (consisting of small pieces of many different types of materials) and is delivered to the disposal site most often between early morning and mid-afternoon Monday through Friday. Most multifamily waste is mixed with commercial waste when collected because both types of customers use dumpsters for garbage collection and are collected on routes served by frontloading garbage trucks. Larger multifamily sites often use a compactor for their wastes, in which case these loads are separately brought to the disposal sites using the same equipment that services commercial compactors.
- Commercial: "commercial" waste is defined to include wastes from businesses (commercial and industrial) and institutions (schools, hospitals, government offices, etc.). These wastes are typically collected using front-loading garbage trucks that empty dumpsters and are usually delivered early morning through mid-afternoon Monday through Friday.

- Commercial compactors: waste that is brought to one of the transfer stations from businesses, industries, or institutions, delivered by a garbage hauler in a stationary compactor or roll-off container (dropbox). Since these wastes are in large containers that are brought directly to one of the transfer stations to be emptied, the waste is only from the one business or institution where the compactor or roll-off was located (unless other types of wastes are thrown in at the point of generation, which sometimes occurs).

In the most recent Clark County Waste Characterization Report, construction, and demolition (C&D) wastes and other special wastes were included in the above categories as appropriate for the source and delivery method. C&D waste delivered by employees of a construction company were included with non-residential self-haul waste, but C&D waste is also delivered by homeowners and landlords (i.e., residential self-haul waste), or by waste haulers from construction sites (commercial waste), or even by waste haulers delivering roll-off containers from do-it yourself home remodeling projects. As part of the proposal, updates to this methodology and the described waste generator categories will be considered.

Waste Material Categories

The following list was generated in reference to previous studies done in the county as well as more recent studies done throughout Washington. This list is a suggestion. Updates and ideas based on current practices are encouraged.

Paper

- Newspaper
- Corrugated cardboard
- Mixed waste paper
- Milk cartons and other aseptic containers
- Compostable paper (napkins, pizza boxes, etc.)
- Other non-recyclable paper

Plastic

- PET bottles
- HDPE bottles (natural, colored)
- Container and bottles 3-7
- Tubs and jars
- Plastic film and bags
- Plastic packaging (clamshells, non-film bags)
- Expanded polystyrene
- Other non-recyclable plastics

Metal

- Aluminum cans
- Aluminum foil/containers
- Steel cans (includes aerosols)
- Ferrous Metals
- Non-Ferrous Metals
- Mixed metals
- White goods

Organic

- Edible food waste-vegetative
- Inedible food waste-vegetative
- Edible food waste-meats/fats/oils/dairy
- Inedible food waste-meats/fats/oils/dairy
- Yard & garden waste (leaves and grass)
- Food processing wastes
- Other organic waste

Glass

- Clear
- Brown
- Green
- Non-recyclable glass

Wood

- Clean wood (dimension lumber, clean pallets)
- Hog fuel (bark, sawdust, shavings, wood chunks)
- Natural wood (stumps, shrubs, branches/log over 6" in diameter)
- Roofing (cedar shingles or shakes)
- Contaminated wood (painted, treated, sheetrock debris attached)
- Other non-recoverable wood

Construction and demolition wastes

- Gypsum board
- Rubble
- Roofing waste

- Carpeting and padding

Household hazardous waste/special waste

- Paint (oil-based paint, water-based paint, enamel paint, primer, stain, spray paint, lacquer, etc.)
- Paint Related Material (PRM) (Solvents, paint thinner, paint stripper)
- Cleaning chemicals
- Poisons (pesticides, herbicides)
- Batteries – rechargeable/lithium ion/heavy metal
- Batteries – lead acid car batteries
- Batteries – other (general household)
- Vapes/e cigarettes
- Automotive hazardous wastes (motor oil, antifreeze, oil filters)
- Other hazardous materials (other flammables, other aerosols, fluorescent tubes, CFL light bulbs, medications)

Consumer products

- Tires
- Textiles
- Electronics (TVs, computers, other electronics)
- Furniture
- White goods
- Mattresses

Medical waste

- Sharps
- Other medical waste

Other remaining garbage

- Soil, dirt, and non-distinct fines
- All other municipal solid waste

TERMS AND CONDITIONS

1. Services. The Contractor shall perform services as set forth in Exhibit A.
2. Time. The contract shall be effective beginning START DATE and ending END DATE. County reserves the right to extend the contract _____ (X) number (X) year/month periods, with the same terms and conditions, upon a written amendment to this Contract signed by both parties.
3. Compensation. County shall pay the Contractor for performing said services net 30 days upon receipt of a written invoice, according to the schedule set forth in _____ (example, "Exhibit B"), which is attached hereto and incorporated herein by this reference. The parties mutually agree that in no event may the amount billing exceed \$00,000.00 without prior approval of the County. 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 A.

4. Price Adjustment. The Contractor is not prohibited from requesting a price increase on its services offered under the contract. The County is not prohibited from requesting a price reduction on those services during the initial term or any subsequent options that the County may agree to exercise. If agreement is reached to extend this contract beyond the initial two (2) year period, either party shall have the option of offering a determined price adjustment that shall not exceed the current All Urban Consumers Price Index (CPI-U), U.S. City Average. If the CPI-U is used, any increase/decrease shall reflect the change during the previous published twelve (12) month period at the time of renegotiation.
5. Termination. The County may terminate this Contract immediately upon any breach by Contractor in the duties of Contractor as set forth in Contract. The waiver by the County of one or more breaches shall not be construed as a waiver of any subsequent breach or breaches. Either party may terminate this Contract without cause upon ninety (90) days prior written notice. Further, County may terminate this Contract upon immediate notice to Contractor in the event that the funding for the project ceases or is reduced in amount. The Contractor will be reimbursed for services expended up to the date of termination. Within fourteen (14) days of any termination, the Contractor will provide all work products and working documents developed within the effective term of the contract.
6. Independent Contractor. The Contractor shall always be an independent Contractor and not an employee of the County and shall not be entitled to compensation or benefits of any kind, except as specifically provided herein.
7. Indemnification/Hold Harmless. The Contractor shall defend, indemnify, and hold the County, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or resulting from the negligent acts, errors, or omissions of the Contractor in performance of this Contract, except for injuries and damages caused by the sole negligence of the County. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the County, its officers, officials, employees, and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this

indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Contract.

8. Wage and Hour Compliance. Contractor shall comply with all applicable provisions of the Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall always save County free, clear, and harmless from all actions, claims, demands, and expenses arising out of said act and the rules and regulations that are or may be promulgated in connection therewith.
9. Social Security and Other Taxes. The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises, or payments required by any city, federal, or state legislation that is now or may during the term of this contract be enacted as to all persons employed by the Contractor in performance of the work pursuant to this Contract and shall assume exclusive liability therefore, and meet all requirement's thereunder pursuant to any rules and regulations that are now and may be promulgated in connection therewith.
10. Contract Documents. The contract documents included in this contract include Exhibit A, Scope of Work, *Exhibit B, Budget Summary, Exhibit C, Invoice Example, and Exhibit D, 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 \$2,000,000 per occurrence and \$2,000,000 annual aggregate for bodily injury and property damage. The deductible will not be more than \$50,000 unless prior arrangements are made with Clark County on a case-by-case basis; the criterion is the Contractor's liquidity and ability to pay from its own resources regardless of coverage status due to cancellation, reservation of rights, or other no-coverage-enforce reason.

17.2. Professional Liability. *The Contractor shall obtain, at Contractor's expense, and keep in force during the term of this contract Professional Liability insurance policy to protect against legal liability arising out of its errors and omissions. Such insurance shall provide a minimum of \$1,000,000 per occurrence and \$1,000,000 annual aggregate. The deductible will not be more than \$25,000 unless prior arrangements are*

made with Clark County on a case-by-case basis; the criterion is the Contractor's liquidity and ability to pay from its own resources. It should be an "Occurrence Form" policy. If the policy is "Claims Made", then Extended Reporting Period Coverage (Tail coverage) shall be purchased for three (3) years after the end of the contract term. At all times, Contractor's policy, limits, and coverage will be primary and non-contributory as respect to the Contractor.

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

17.4. Primary and Non-Contributory. Contractor's insurance coverage shall be primary insurance as it relates to County, its officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it in any way.

17.5. 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.

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

17.7. 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.

**EXHIBIT B
BUDGET SUMMARY**

DESCRIPTION	AMOUNT

ANNUAL BREAKDOWN	TOTAL COST
TOTAL	\$

EXHIBIT D
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.