



REQUEST for PROPOSAL #899
PROFESSIONAL, TECHNICAL AND EXPERT SERVICES

Clark County Washington

RELEASE DATE: WEDNESDAY, JULY 31, 2024

DUE DATE: WEDNESDAY, SEPTEMBER 25, 2024 by 1:30 pm

Request for Proposal for:

PROGRAM for the COLLECTION of SOURCE SEPARATED YARD DEBRIS from SINGLE FAMILY and MULTIFAMILY RESIDENCES in UNINCORPORATED AREAS of CLARK COUNTY and the CITY of BATTLE GROUND, the CITY of La CENTER and the TOWN of YACOLT

SUBMIT:

One (1) USB

of the Proposal to:

<u>Shipping Method of your Choice or Hand Delivery</u>	<u>United States Postal Service</u>
Clark County ATTN: Office of Purchasing 1300 Franklin Street, 6 th Floor, Suite 650 Vancouver WA 98660 564-397-2323	Clark County ATTN: Office of Purchasing PO Box 5000 Vancouver WA 98666-5000 564-397-2323

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

No electronic submissions.

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

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

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

Refer Questions to Project Manager:

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

General Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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://mrsrosters.org/businesses/business-membership/>

INDEPENDENT PRICE DETERMINATION - The prospective contractor guarantees that, in connection with this proposal, the prices and/or cost data have been arrived at

independently, without consultation, communication, or agreement for the purpose of restricting competition. This does not preclude or impede the formation of a consortium of companies and/or agencies for purposes of engaging in jointly sponsored proposals.

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

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

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

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

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

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

PROTESTS - Must be submitted to the Purchasing Department.

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

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

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

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

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

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

Request for Proposals

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Program for the Collection of Source Separated Yard Debris from Single Family and Multifamily Residences in Unincorporated Areas of Clark County and the City of Battle Ground, the City of La Center and the Town of Yacolt

Part I Proposal Requirements

Section IA	General Information
1. Introduction	<p>Clark County Public Health (“County “) is seeking proposals from contractors to provide subscription yard debris collection services to single and/or multifamily residences within defined areas of unincorporated County, the City of Battle Ground, the City of La Center, and the Town of Yacolt.</p> <p>The County has previously entered into interlocal agreements with the City of Battle Ground, the City of La Center and the Town of Yacolt to provide for the collection of yard debris within the incorporated areas of the cities and town. The cities and town have the option to renew these agreements in order to provide for collection of yard debris under the same terms and conditions negotiated by the County.</p> <p>The current service area for yard debris collection is all areas within the County’s adopted Urban Services Areas (UGA), the Burn Ban Area, the Meadow Glade Neighborhood Service Territory, within the City of Battle Ground and its surrounding urban services area, the City of La Center and its surrounding urban services area, and the Town of Yacolt and its surrounding urban services area.</p> <p>Clark County reserves the right to cancel this invitation or reject any and all proposals submitted or to waive any minor formalities of this RFP with the best interest of the County. The County will bear no responsibility for costs incurred by respondents in the preparation of the proposals.</p> <p>Clark County (WA) contracts with the Municipal Research and Service Center (MRSC) to maintain our Consultant, Small Works and Vendor Rosters. To be eligible to participate in this Clark County public solicitation and the resulting contract your business must be registered with the MRSC Rosters. Failure to register may result in your proposal being marked nonresponsive. Be sure to select Clark County in your application. If you have questions about the registration process, contact the MRSC Rosters at 206-436-3798 or https://mrscrosters.org/businesses/business-membership/</p> <p>If your company contact details <i>are not</i> on the Plan Holder List at https://clark.wa.gov/internal-services/request-proposal-1 Attachment B, Letter of Interest must be submitted to participate in this RFP.</p> <p>Proposers shall respond to all sections to be considered.</p> <p>Clark County has made this Request for Proposal subject to Washington State statute RCW 39.34 Interlocal Cooperation Act. The proposer may opt to extend identical services and prices to qualified public agencies. Each contract is between the proposer and individual agency binding only their agency, with no liability to Clark County.</p>
2. Background	<p>Clark County is the fifth-most populous county in the State of Washington. As of 2023, the estimated county population was 527,400 and in the unincorporated areas of the County it was approximately 240,155.</p> <p><u>Garbage Service</u></p> <p>Garbage collection in unincorporated Clark County is currently provided by Waste Connections of Washington, Inc. under a franchise granted by the Washington State Utilities and Transportation Commission (“WUTC”). For information on the WUTC, please refer to their website.</p>

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Recycling Service

The County provides residential recycling collection services under a separate contract with Waste Connections of Washington, Inc. The contract service area is split between urban customers and rural customers. Urban and rural areas recycling is collected every-other-week (“EOW”) except for the City of Battle Ground which is collected weekly. As of December 2023, there were approximately 109,825 urban residential recycling customers and 13,512 residential recycling customers in rural areas.

Urban Area

- Includes the incorporated and urban growth area (“UGA”) of the City of La Center, and the Town of Yacolt. And the urban growth areas of the cities of Camas, Ridgefield, Vancouver, and Washougal.

Rural Area

- Includes all the unincorporated areas outside the aforementioned cities and their UGA’s.

Washington state organic materials and food waste reduction goals

According to [RCW 70A.205.007](#) and [RCW 70A.205.715](#) – the State of Washington established the following organic materials and food waste reduction goals.

- Seventy-five percent reduction of landfill disposal of organic materials by 2030, relative to 2015 levels.
- Fifty percent reduction in food waste generated annually by 2030, relative to 2015 levels.
- No less than 20 percent of the volume of edible food that was disposed of as of 2015 be recovered for human consumption by 2025.

These statewide goals are important to understand for the future of residential yard debris collection services in unincorporated, urban growth areas, and select cities in Clark County. The Clark County Regional Systems Study can be found [here](#).

Yard debris definition

Clark County follows the State’s definition of yard debris, which includes any updates to their definition ([RCW 70A.205.015](#)). Yard debris means plant material commonly created in the course of maintaining yards and gardens, and through horticulture, gardening, landscaping or similar activities. Yard debris includes, but is not limited to, grass clippings, leaves, branches, brush, weeds, flowers, roots, windfall fruit, vegetable garden debris, holiday trees, and tree prunings four inches or less in diameter. In Clark County, the definition is expanded to include Christmas trees during the holiday season (December/January) and treated by the contractor as a 32-gallon equivalent.

Yard debris collection service

The County has provided subscription every-other-week (EOW) and on-call residential yard debris collection opportunities to households in designated areas of unincorporated Clark County and in the City of Battle Ground, the City of La Center, and the Town of Yacolt with interlocal agreements under the contract since 1996. The current contract for yard debris collection is with Waste Connections of Washington, Inc. The current contract was executed on December 31, 2012, and took effect August 1, 2013. It was extended as allowed and is scheduled to expire on July 31, 2025. The County intends to execute a new contract by January 1, 2025, and for it to take into effect August 1, 2025.

A) Yard debris service area

The current program’s service area includes areas within the County’s adopted Urban Growth Area (UGA), the Burn Ban Area, the Meadow Glade Neighborhood, within the City of Battle Ground and its surrounding urban growth areas, and within the City of La Center and its surrounding urban growth area, and the Town of Yacolt and its surrounding urban growth area.

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Proposers can review the service area in **Attachment D: Service area map**.

For purposes of this request for proposal, proposers should consider the City of Battle Ground, City of La Center, and Town of Yacolt, which have the option to enter into interlocal agreements with the County and are to be included in the service area.

B) Service level

The current contract provides two types of subscription service: regular every-other week (EOW) and on-call. Monthly rate includes cart rental and all other associated fees. On-call customers are charged a monthly cart rental and a per pick-up fee. A limited number of regular EOW customers go to on-call status during the winter months. These customers may opt to retain the cart and pay the monthly rental fee or have the cart removed. On-call customers that return to EOW in the spring are subject to delivery fee and restart fee. County encourages the contractor to communicate the cost of delivery and restart fee to customers versus paying the monthly rental fee.

The standardized service level is 96 gallons collected in a 96-gallon roll-cart. Customers may opt to utilize a 64-gallon roll cart. 64-gallon customers may provide an additional 32-gallon container or a 32-gallon Kraft bag for a total service of 96-gallons. Extra setouts may be placed in a customer provided 32-gallon container or 32-gallon Kraft bag for an additional charge.

Proposers will be required to comply with all cart specifications including new legislation from the State of Washington or any other applicable laws and/or mandates.

Yard debris collected by the current contractor is delivered to the processor H & H Wood Recyclers and located at 8401 NE 117th Ave in Vancouver. The material is reloaded and delivered to the Beaver Bark in Scappoose, OR primarily for composting. Larger wood waste and brush may be source separated for hog fuel.

C) Collection volume and customer counts

Collection volumes vary seasonally and annually based on weather and other factors. In 2023, there were 44,756 yards delivered to the processor. The County and contractor utilize a conversion factor of 750 pounds per yard to calculate estimated tonnage. An estimated 16,808 tons were delivered to the processor.

In 2023, there was an average monthly customer base of 39,685 EOW and on-call customers. Customer counts and cart inventory numbers vary because of service levels, signups, and seasonality.

Yard debris customers	
Type of service	Customer count
Every-other-week (EOW)	26,713
On-call	12,972
Total:	39,685

D) Rates

Contractor revenue is generated solely through fees for services.

2024 Rates and fees	
Service level	Rates
Basic subscription 96-gallon (includes cart)	\$8.71
Each additional 32-gallon container (per pick-up)	\$3.78
On-call service (per 96-gallon pick-up)	\$6.50
On-call cart rental (per month)	\$1.97

Other typical fees associated with this service include service restart fee, cart replacement fee, cart delivery fee and drive in-service.

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	<p>Subject to contract negotiations. Rates and or fees for service are subject to an annual adjustment based on consumer price index calculated as described in Section IA Project Funding.4.</p>
3. Scope of Project	<p>Clark County Public Health ("County ") is seeking proposals from contractors to provide subscription yard debris collection services to single and/or multifamily residences within defined areas of unincorporated Clark County, and municipalities that enter into interlocal agreements with the County which are anticipated to include City of Battle Ground, City of La Center, and Town of Yacolt. The County will enter into a contract with the selected proposer for services which will include but not be limited to collecting yard debris, compiling data, preparing and issuing reports, billing, customer service, and providing public information and education.</p> <p><u>Proposer is required to:</u></p> <ol style="list-style-type: none">1. Provide subscription yard debris collection services to all residential (single-family and multi-family) customers within the service area. Refer to Attachment D: Service area map. The contract may be impacted by future changes in the urban growth area (UGA) and/or the burn ban area. The contract will allow for the exemption of certain residences based on the safety of access and private roads.2. Proposer should note it is a contractual requirement to provide service on the same day as garbage collection and within certain time frames. Collection occurs five days per week with exception of defined holidays. The County and or Contractor may suspend in event of emergency or inclement weather. Proposal is required to reflect the requirement for same day collection within designated time frames described in outlined in "required services."3. Collect all yard debris materials and deliver it to processor as outlined in "required services."4. Select and procure new collection vehicles for all services. Refer to "required services" for truck specifications.5. Provide a collection plan that includes description of collection methods used for yard debris services, customer service, billing, and administrative functions.6. Coordinate with the contracted garbage collection company to ensure service is provided on the same day and within designated time frames as described in "required services" and hold the same predetermined holiday schedule.7. Communicate and coordinate with contracted garbage and recycling haulers for management of any inclement weather-related and/or emergency disruptions and decisions.8. Provide customer services and call center in an easily accessible and centrally located office within the service area. Note: remote call centers are <i>not</i> allowed.9. Maintain a phone system with a call-waiting phone tree, the ability to generate automated calls, and an emergency phone number in case of emergencies or inclement weather or other unforeseeable events.10. Develop and maintain a website which provides contact information and county-specific program information and be updated as necessary.

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	<ol style="list-style-type: none">11. Demonstrate the ability to manage and utilize the current internet and telephone application used for residence-specific collection schedule reminders, alerts, and calendars. The current application provider is Recollect, a Routeware company.12. Share route data and integrate with (Recollect) system with services including but not limited to call blasts, electronic service notifications, and emails through the system.13. Manage customer billing and information. Billing system must be capable of providing paper and electronic customer billing and receipt of payment.14. Provide subscription yard debris collection rates for on-call service, and without on-call service as part of this RFP in Section IIC 6. Proposed Cost.15. Develop an education and outreach plan to notify customers about any changes related to their service, including cost benefits. This plan should include a minimum of one year to notify customers and switch services with 3-month, 1-month, and 2-weeks notifications to affected customers.16. Development and implementation of an education and outreach program.<ol style="list-style-type: none">a. Develop and distribute printed and electronic literature such as fliers, bill inserts, and newsletters.b. Establishment of a curbside cart tagging program for contamination will be required for pilot program and future organic materials collection services as determined by County and mandated by the State.17. It is a contractual requirement to employ an educator or one (1.0) full-time equivalent employee to assist in the implementation of the education and outreach program. The educator is required to develop an annual education work plan.18. Provide monthly, quarterly, and annual yard debris collection contract reports that are separate from other contracts in a neat, non-duplicated, legible, and transferable electronic formats as approved by County. For specific reporting requirements – refer to “required services.”19. Maintain financial records in accordance with all State and Federal requirements. The County reserves the right to inspect financial records under certain conditions as noted in the contract.20. Provide quarterly and annual financial statements related to project. The County reserves the right to request additional information upon request as well as ad hoc reports. <p>Proposal is required to reflect the assumption that the City of Battle Ground, the City of La Center, and the Town of Yacolt have the option to enter into interlocal agreements for the same terms and conditions as proposed.</p>
4. Project Funding	<p>Contractor revenue is generated solely through fees for services. In 2023, the contract generated gross revenues of \$3,486,867 with a monthly average customer base of 39,685 EOW and on-call customers.</p> <p>Rates and or fees for service are subject to an annual adjustment based on 80% of consumer price index calculated as follows:</p>

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Inflation Adjustment Factor:

The "Inflation Adjustment Factor" (IAF) will be based on one index computed by the United States Department of Labor, Bureau of Labor Statistics (BLS) and the other index is provided by the Energy Information Administration (EIA). The two indices and their respective weights are: 1) the first-half annual (January 1st to June 30th) consumer price index ("CPI") for Urban Wage Earners and Clerical Workers for Seattle-Tacoma-Bellevue, or successor indices, for Prior and Current Years which will have a weight of 88%, and 2) 12-month average of the Energy Information Administration, West Coast Retail Price Series for On-Highway No 2. Diesel Ultra Low Sulfur (0-15ppm) Fuel, Index No. PADD5, or successor indices, for Prior and Current Years which will have a weight of 12%.

The Inflation Adjustment Factor, for the contract year beginning on January 1, 2027, and for each subsequent contract year, will be calculated by taking the weighted average, based on the weights above, of the percentage difference between the BLS CPI index of the first-half annual (January 1st to June 30th), and 12-month average EIA fuel index, adding the result to 1.0 and multiplying by 80%. This annual Inflation Adjustment Factor will be applied to all Collection Rates and the county administrative fee.

Rates and fees in 2024 are as follows:

2024 Rates and fees	
Service level	Rates
Basic subscription 96-gallon (includes cart)	\$8.71
Each additional 32-gallon container (per pick-up)	\$3.78
On-call service (per 96-gallon pick-up)	\$6.50
On-call cart rental (per month)	\$1.97

Other typical fees associated with this service include service restart fee, cart replacement fee, cart delivery fee and drive in-service.

5. Title VI Statement

Title VI Statement

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.

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.

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<p>6. Timeline for Selection</p>	<p>The following dates are the intended timeline:</p> <table border="1" data-bbox="423 279 1511 840"> <tr> <td>Pre-submittal Meeting</td> <td>August 15, 2024</td> </tr> <tr> <td>Deadline for Questions and Answers</td> <td>September 18, 2024</td> </tr> <tr> <td>Final date for Addendum, if needed</td> <td>September 20, 2024</td> </tr> <tr> <td>Proposals Dues</td> <td>September 25, 2024</td> </tr> <tr> <td>Proposal Review/Evaluation Period</td> <td>October 1 – 31, 2024</td> </tr> <tr> <td>Interviews/Demonstration (optional)</td> <td>November 4 – 8, 2024</td> </tr> <tr> <td>Selection Committee Recommendation</td> <td>November 13, 2024</td> </tr> <tr> <td>Contract Negotiation/Execution</td> <td>November 15 – December 31, 2024</td> </tr> <tr> <td>Contract Intended to Begin</td> <td>August 1, 2025</td> </tr> </table>	Pre-submittal Meeting	August 15, 2024	Deadline for Questions and Answers	September 18, 2024	Final date for Addendum, if needed	September 20, 2024	Proposals Dues	September 25, 2024	Proposal Review/Evaluation Period	October 1 – 31, 2024	Interviews/Demonstration (optional)	November 4 – 8, 2024	Selection Committee Recommendation	November 13, 2024	Contract Negotiation/Execution	November 15 – December 31, 2024	Contract Intended to Begin	August 1, 2025
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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>Proposers are subject to certain base contractual provisions that Clark County has deemed to be minimum required services. Proposers can expect these requirements to be included in the contract, and are, therefore, required to respond to these requirements in the proposal, or the proposal shall be deemed non-responsive.</p> <p>Proposer should be aware that the following is not intended to represent all service-related contractual requirements and should also be aware that other nonservice-related contractual requirements may be included in the proposed contract subject to negotiation.</p> <p>Definitions</p> <ol style="list-style-type: none"> For the purposes of this request for proposal the collected materials are “yard debris” as defined by RCW 70A.205.015. And in Clark County, during the holiday season (December/January), Christmas trees are included within this definition and shall be treated by the contractor as a 32-gallon equivalent. For the purposes of this request for proposal “yard debris” does not include food or vegetable waste, household or hazardous waste, animal waste, plastic or plastic bags, compostable bags, construction debris, dirt sod, rocks, or woody material over four inches in diameter or five feet in length. For the purposes of this request for proposal “food waste” is defined by RCW 																		

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[70A.205.715](#). Food waste also includes food contaminated paper products. Food waste will be the material item reviewed as a part of the pilot program (see below) and future State mandated food waste programs and services.

4. The County reserves the right to modify materials categories collected during negotiations and throughout the life of the contract with prior written notice.

Yard debris and organic materials processing

1. Proposer is required to deliver yard debris to a processor approved by the County.
2. Proposer is required to deliver yard debris to a processor that implements organic materials management as defined in RCW 70A. 205.015. Large woody materials may be used as an organic feedstock for other conversion technologies and energy recovery.
3. With prior written notice and approved by the County, the proposer may have to identify a processor that permits food waste and organic materials as defined in [RCW 70A.205.015](#) and [RCW 70A.205.715](#).

Management and administration

Proposer is responsible for supplying all equipment and labor necessary to administer and implement proposed programs including but not limited customer service representatives, drivers, and supervisory staff. Proposer is required to meet the following requirements related to management and administration of the proposed program.

Customer service

1. Proposer is required to locate a customer service and call center office(s) in Clark County. The location of the office(s) shall be approved by the County and be conveniently located where residences may walk in to pay fees and interact with customer service representatives. Proposer is required to employ full-time equivalent (FTE's) customer service representatives for the full scope of work.
2. Remote call centers are not allowed under this contract. Proposals that include a provision for a remote call center will be disqualified. Unless otherwise approved by the County in advance, proposer is not allowed to utilize artificial intelligence software or any types of robotic or electronic methods of communication that eliminate physical personnel.
3. Proposer is required to provide a local telephone number or toll-free number and email address to the local customer service office. Proposer phone system must have the capability to generate automated calls to customers in the event that collection is impacted by inclement weather or other unforeseeable events. Proposer must maintain an emergency telephone number to allow for customers to contact proposer outside of normal business hours. Telephone system must provide a call-waiting phone tree which provides customers with service options approved by County. Average call waiting times will not exceed thresholds determined by County.
4. Proposer is required to be able to provide translated services to all customers. All service notifications should be able to be translated through electronic applications and call blasts. Collection information on proposer's website should be able to be translated.
5. Proposer is required to develop a website which provides contact information for local customer service office and county-specific program information content approved by County. Website must be capable of being updated as necessary to provide information in the event collection is impacted by inclement weather or other unforeseeable events.
6. Proposer is required to demonstrate the proposer's ability to manage and utilize the current internet and telephone application used for residence specific collection schedule reminders, alerts, and calendars. The current application provider is Recollect, a

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Routeware company. Proposer is required to share route data and integrate with this system with services including but not limited to call blasts, electronic service notifications, and emails through the system.

7. Proposer customer service representatives are required to be trained to ensure proper etiquette and conflict resolution skills. The expectation is the contractor will resolve customer complaints without County involvement.
8. Proposer customer service representatives are required to provide County with customer information upon verbal or written requests as necessary. Proposer customer service representatives are required to actively work with County to resolve customer disputes as necessary.
9. Proposer is responsible for customer billing and for maintaining and managing customer data. Billing system must be capable of providing paper and electronic customer billing and receipt of payment.

Reporting elements

- Proposer shall provide examples of route reports, and customer service reports.
- Proposer is required to maintain electronic in-route record keeping and route monitoring.

1. Introduction

The Contractor shall submit reports to the County as detailed below. The reports serve to apprise County staff of yard debris activities, equipment inventories, revenues, and costs. General guidelines:

- a. Proposer is required to provide monthly, quarterly, and annual yard debris collection contract reports that are separate from other contracts in a neat, non-duplicated, legible, and transferable electronic formats as approved by County. Proposer is required to meet all monthly, quarterly, and annual reporting requirements.
- b. All reports shall be submitted to the County email at dlswo@clark.wa.gov or other email address approved by the County.
- c. All reports shall be submitted directly from the contractor.
- d. All reports shall be submitted separately.
- e. Quantitative/data reports are to be submitted in an Excel spreadsheet or other format to be approved by the County.
- f. Qualitative/narrative reports are to be submitted in a PDF or other format to be approved by the County.
- g. All data calculations in Excel are to be completed with automated formulas to prevent errors and improve quality control (i.e. =SUM, =AVERAGE, etc.)
- h. The Processor's certified scale is approved to measure material tonnages.
- i. All terms and acronyms used in the reports are to be clearly defined within each document.
- j. The contractor shall keep data records for the life of the contract and three (3) years thereafter.
- k. Proposer is required to meet with the County's contract project coordinator to adjust and implement new reporting strategies, maintain reporting updates

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alongside the State's reporting specifications, and provide data needed for Clark County's Comprehensive Solid Waste Management Plan (which may include tonnage by geographic location, location of processor, processing mechanism (composting or other conversion technologies)).

- l. Proposer is required to maintain financial records in accordance with all State and Federal requirements. The County reserves the right to inspect financial records under certain conditions as noted in the contract. The County has the right to inspect books and records of proposer which are reasonably necessary to monitor contractor's compliance with the contract. Within ten (10) business days of receipt of written notice from the County to inspect proposer's books and records related to the performance of this contract, proposer and County shall determine a mutually agreeable date, time, and location to accommodate the request by the County without unreasonably interfering with contractor's business operations.
- m. Proposer should note the contract requires contractor to provide quarterly and annual financial statements related to project and as outlined in "required services." The County reserves the right to request additional information upon request as well as ad hoc reports.
- n. Upon execution of the contract, the contractor is required to provide a copy of commercial general liability insurance and performance bond to protect against legal liability arising out of contract activity.

2. Monthly reports

The following reports are due within thirty (30) days of the end of the month being reported.

2.1 Monthly yard debris report

- a. The number of customers at each service level (EOW and on-call), for each sector (i.e. Single-family versus Multifamily and by material source Battle Ground, La Center, Yacolt).
- b. Tonnage of yard debris and contaminants, organized by month and material source (City of Battle Ground, City of La Center, Town of Yacolt, Meadow Glade, UGA, etc.).
- c. Total number of EOW and on-call customers organized by month.
- d. Total stops organized by month.
- e. Total on-call pickups by month.
- f. Average pounds collected per set out.
- g. Average pounds collected per customer.
- h. Customer setout rates (percentages) by month.
- i. Number of setouts tagged by drivers and reasoning (i.e. cart placement, unacceptable material, etc.).
- j. Total yard debris tonnage delivered to processor(s) and name of processor and material use (compost or hog fuel, etc.).
- k. All relevant data shall include "total" monthly and year-to-date calculation summaries.

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2.2 Monthly customer service report

- a. Total number of customer inquiries.
- b. The peak daily "on-hold" time and the monthly average "on hold" time for customer service telephone calls.
- c. The response time for email/electronic service submissions.
- d. The number of service complaints with a summary of the complaint (i.e. missed collection, recycling bill, container size, etc.).
- e. The number of missed collections.
- f. The number of requests for replacement containers and the number of containers delivered by cart size.
- g. The number of new account sign-ups and the number of new accounts implemented by EOW/on-call.
- h. The number of customers discontinuing service and type of service (EOW/on-call).
- i. The number of current customers as of the end of the month being reported by (EOW and on-call).
- j. The number of unpaid accounts by (EOW and on-call).

2.3 Monthly inventory report

A current inventory of vehicles including:

- a. Truck number
- b. Vehicle identification number (VIN)
- c. Chassis type (i.e. Autocar, Volvo, Pete, Nissan, etc.)
- d. Body Type (i.e. roll off, side load, automated, etc.)
- e. Truck year

A current inventory of yard debris carts including:

- a. Total number of carts in use by customers, organized by service level (EOW/on-call), cart size, and geographic location (e.g. Battle Ground, La Center, etc.) and break out of single family and multifamily.
- b. Total number of carts organized by "in the field" and "in storage" by cart size (64-gallon, and 96-gallon) and by cart color.
- c. Total number of carts organized by date of cart procurement, and by cart size and color.

3. Quarterly reports

The following reports are due within sixty (60) days of the end of the quarter being reported. Data is to be organized by month and material source (City of Battle Ground, City of La Center, Town of Yacolt, Meadow Glade, UGA, etc.)

3.1 Quarterly yard debris revenue report

- a. Tons/yards of yard debris collected by contractor.

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- b. Processing cost per ton/yard.
- c. Net yard debris revenue gained by contractor.

3.2 Quarterly financial report

- a. Income statement of net yard debris revenue gained by contractor.
- b. Detailed record of actual expenses (i.e. labor, fuel, maintenance, etc.)
- c. Depreciation of trucks and carts/containers.

3.3 Quarterly educator and cart tagging report

- a. An organized report of quarterly activities conducted by the educator. Detailed report of brochures, fliers, bill inserts, and annual newsletter, and advertisements in local newspapers and any community events attended.
- b. A summary of data collected (when cart tagging is required).
- c. Analysis of data (i.e. observed trends, key findings) (when cart tagging is required).

4. Annual reports

The following reports are due within sixty (60) days of the end of the year being reported.

4.1 Annual yard debris report

- a. A consolidated summary and tabulation of the monthly reports described above;
- b. A discussion of highlights and all material occurrences during the period, along with measures taken to resolve problems, increase efficiency, and increase participation in the yard debris collection program;
- c. An inventory of current yard waste collection and other major equipment and carts.

4.2 Annual financial report

- a. An organized spreadsheet containing all four (4) of the year's Quarterly Financial Report data.
- b. Identification of patterns in financial data (i.e. increase/decrease from previous year).

4.3 Annual educator and cart tagging report

- a. An organized report of annual activities conducted by the educator. Detailed report of brochures, fliers, bill inserts, and annual newsletter, and advertisements in local newspapers and any community events attended.
- b. A summary of data collected (when cart tagging is required).
- c. Analysis of data (i.e. observed trends, key findings) (when cart tagging is required).

Program design

Proposer is responsible for complying with collection specifications regarding carts, service level, and service area, and includes the state's regulatory requirements.

Collection containers specifications

1. The standardized container is a 96-gallon roll cart.

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2. The current cart colors are Teal (PMS-327) with a black lid. Cart colors are likely to change as mandated by the State. With prior approval notice and approval, the County will select cart colors from available color sheets. Refer to - **Attachment E: Cart inventory**.
3. Carts materials shall:
 - a. Be made of High-Density Polyethylene (HDPE).
 - b. Cart walls are constructed with a minimum wall thickness of 100 mils or 0.1 inches.
 - c. Use UV stabilizers to prevent material breakdown and color fading.
 - d. Consist of not less than 30% post -consumer plastic resins. Post consumer resins are defined as plastic products that have been used by consumers and have been recovered. This requirement does not include post-industrial resin sources. Post consumer resin content must be verified by receipts from plastic recycling and processing firms.
 - e. Shall be made of seamless, molded plastic.
 - f. Collection containers must bear a clear and conspicuous and durable sticker on each container stating, "Yard Debris" and signage needs to be approved by the County. Note that there is the potential to add food waste to the cart and therefore stickers are useful to adjust signage as needed.
 - g. Carts shall withstand temperature extremes of -25°F to 100°F throughout the warranty period.

Service level

1. The standardized service level is 96-gallon roll cart.
2. Customers may opt to utilize a 64-gallon roll cart. 64-gallon customers may provide an additional 32-gallon container or a 32-gallon Kraft bag for a total service of 96-gallons. Extra setouts may be placed in a customer provided 32-gallon container or 32-gallon Kraft bag for an additional charge.
3. The County encourages the contractor to provide all customers with 96-gallon roll carts when customers request a replacement cart.
4. Proposer is required to provide automated collection with manual collection of extras.
5. Proposer is required to provide two (2) types of subscription service: regular every-other-week (EOW) and on-call.
6. Proposer shall provide subscription collection rates for on-call service, and without on-call service as part of the RFP in **Section IIC 6. Proposed Cost**.
7. Proposer is responsible for developing an education and outreach plan with approval from the County to notify customers about any changes related to their service. This plan should include a minimum of one year to notify customers and switch services with 3-month, 1-month, and 2-weeks notifications to affected customers. Proposer should all notify customers of service changes including cost benefits.

Collection frequency and collection hours

Proposer is subject to the following requirements related to collection frequency and collection hours.

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1. Proposer is required to collect yard debris between the hours of 6:30 am and 6:30 pm.
2. Proposer is required to provide every-other-week collection.
3. Proposer should note it is a contractual requirement to provide service on the same day as garbage collection and within the designated time frames. Collection occurs five days per week (Monday through Friday) with exception of predetermined holidays.
4. Proposer is required to communicate and coordinate with garbage collector about collection days, and any inclement weather-related and/or emergency disruptions and decisions. The County and/or contractor may suspend service in the event of an emergency or inclement weather. Proposer shall describe emergency and inclement weather-related contacts, approaches, and plans. The County reserves the right to require a written emergency and/or inclement weather plan.

Collection service area

1. Proposer is required to provide subscription service to all residential customers within the service area – refer to **Attachment D: Service area map**. The contract allows for the exemption of certain residences based on the safety of access and private roads.
2. Proposer is required to share route data annually, and notify the County when routes are updated. Route maps indicate the collection and day(s) of the week.

Truck information

Truck specifications

1. Proposer is responsible for selecting and procuring new trucks. Used trucks may be utilized only during start up transition phase as approved by County. Proposer will provide the County with a timeline for delivery of new trucks. Trucks shall meet certain minimum specifications:
 - a. Proposer is required to procure and utilize automated trucks.
 - b. Collection trucks must be equipped with camera system that includes forward looking, back looking, and an interior view. System must include the ability to record and retain the video feed.
 - c. Collection trucks shall be compliant with State and Federal diesel emissions requirements.
 - d. Proposer is required to utilize trucks that have adequate capacity to store yard debris collected from an average route.

Truck maintenance facility and yard

1. Proposer may propose to utilize a truck maintenance facility and yard located outside Clark County. If the proposer proposes a yard outside Clark County, the proposer bears the burden of providing adequate information for the County to determine if the proposed location will meet the needs of the programs.

Education and outreach

1. Proposer is required to establish a comprehensive education and outreach program subject to County approval. The program is required to include at a minimum the following elements:
 - a. Proposer is required to develop an annual education and outreach plan – prioritizing contamination reduction.

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	<ul style="list-style-type: none">b. Proposer is required to develop and distribute printed and electronic format brochures, fliers, bill inserts, and an annual newsletter. Materials must be able to be translated upon request.c. Proposer is required to deliver detailed brochures to new customers about accepted and not-accepted items as well as collection rate changes.d. Proposer is required to develop and publish advertisements in local newspapers.e. Proposer is required maintain webpages for public education and information about the program and webpages must be able to be translated.f. Proposer is required to employ one (1.0) full-time equivalent educator and is required to participate in developing educational and promotional material, conducting presentations, outreach at community events, cart tagging, data tracking, and reporting. The educator may be requested by the County to attend monthly planning meetings. The education and outreach plan and educator are responsible for adhering to State regulations around food waste/organic materials education and future requirements for food waste/organic materials collection services and the value of compost. <p><u>Additional required services</u></p> <p>Pilot program</p> <ul style="list-style-type: none">1. Proposer is required to implement pilot programs upon County request. One such pilot program to be included in the per household cost of this proposal is for the mixed collection of food waste and yard debris. Proposal will include the cost of implementing such a pilot program which would operate for a minimum of one year with up to two collection routes and to include contractor to monitor program for contamination and program participation. In addition to including the cost of such a pilot program in the per household cost, the budget total for this pilot program will be identified in the proposal narrative. <p>New State Law</p> <ul style="list-style-type: none">1. Proposer to describe how they would plan and prepare to comply with new State regulations regarding yard debris mixed collection or organics collection – adding food waste to yard debris and future implementation of any food waste/organics programs.2. Proposer must demonstrate comprehension and proof of ability to comply with State organics management laws, requirements, and all future legislative updates and changes including a schedule of how costs will be amortized.
2. County Performed Work	The County work performed under this contract is limited to contract administration and review of contractor performance. Contract administration includes but is not limited to ensuring the payment of County administration fees, data analysis, annual rate adjustment calculation, and approval of education plans. Contractor performance review includes, but is not limited to, such activities as resolution of customer disputes, on route observation and ensuring contractor adherence to contractual requirements.
3. Deliverables & Schedule	Proposer is required to implement program and on-go operations by no later than August 1, 2025. Specific timelines and contractor responsibilities will be negotiated and detailed in the contract.

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<p>4. Place of Performance</p>	<p>The service area for yard debris collection is all areas within the county's adopted Urban Services Areas (UGA), the Burn Ban Area, the Meadow Glade Neighborhood Service Territory, within the City of Battle Ground and its surrounding urban services area, the City of La Center and its surrounding urban services area, and the Town of Yacolt and its surrounding urban services area.</p> <p>Implementation of service in the City of Battle Ground, the City of La Center, and Town of Yacolt requires renewal of interlocal agreements.</p> <p>Proposers can review Attachment D: Service area map.</p>
<p>5. Period of Performance</p>	<p>A contract awarded as a result of this RFP will be for ten (10) years and is intended to begin on August 1, 2025 and end July 31, 2035.</p> <p>Clark County reserves the right to extend the contract resulting from this RFP for a period of two (2) additional years, in two (2) year increments, with the same terms and conditions, with the exception of cost, by service of a written notice of its intention to do so prior to the contract termination date. Available funding cost for additional option year(s) shall be reviewed prior to extension of the contract.</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>

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

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	<p>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. Commercial General Liability (CGL) Insurance 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. Umbrella Liability Coverage Umbrella Coverage in the amount of \$1,000,000 shall be provided and will apply over all liability policies without exception, including Commercial General Liability and Automobile Liability.</p> <p>G. Additional Insured Clark County, its officers, employees and agents, will be named on all policies of contractor and any subcontractors as an additional insured, with no restrictions or limitations concerning products and completed operations. This coverage shall be primary coverage and noncontributory to any coverage maintained by Clark County. The contractor shall provide Clark County with verification of insurance and endorsements required by this agreement. Clark County reserves the right to require complete, certified copies of all required insurance policies at any time. All insurance shall be obtained from an insurance company authorized to do business in the State of Washington.</p> <p>All policies must have a Best's Rating of A-VII or better.</p>
11. Plan Holders List	<p>All proposers are required to be listed on the plan holders list.</p> <ul style="list-style-type: none">✓ Prior to submission of proposal, confirm your organization is on the Plan Holders List below: <p>To view the Plan Holders List, click on the link below or copy and paste into your browser. Clark County RFP site: https://clark.wa.gov/internal-services/purchasing-overview</p> <ul style="list-style-type: none">• If your organization is NOT listed, submit Attachment B - Letter of Interest to ensure your inclusion.• Proposals received by Clark County by proposers not included on the Plan Holders List may be considered non-responsive.

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Part II Proposal Preparation and Submittal

Section IIA	Pre-Submittal Meeting / Clarification
1. Pre-Submittal Meeting	<p>A virtual meeting will be held via Microsoft Teams Thursday, August 15, 2024 at 10:00 am.</p> <p>Proposers interested in attending shall email solidwaste@clark.wa.gov to request the meeting invite.</p>
2. Proposal Clarification	<p>Questions and Requests for Clarification regarding this Request for Proposal must be directed in writing, via email, to the person listed on the cover page.</p> <p>The deadline for submitting such questions/clarifications is September 18, 2024 by 1:30 pm.</p> <p>An addendum will be issued no later than September 20, 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><u>Proposal Format</u></p> <p>Proposals shall consist of two (2) parts.</p> <ul style="list-style-type: none">• The first part shall describe the project team, management approach, and respondent capabilities.• The second part shall describe the proposers project approach and understanding of the project by providing details of the program design and collection plan for program.

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	<p>Proposal Content</p> <p>At the time of submission, the proposal must provide a full description of all services as described in scope of project and required services.</p> <p>Proposers are reminded that proposals will be considered exactly as submitted. Points of clarification will be solicited from proposers at the discretion of Clark County. Those proposals determined to not be in compliance with provisions of this RFP and the applicable law and/or regulations will not be processed.</p> <p>The information and proposed budget for the agency selected for contract award will form the basis for negotiation of a contract. Clark County reserves the right to issue a contract without further negotiation using the data contained in the RFP. Failure of a prospective contractor to accept this method of contract development will result in cancellation of the award. The county requests that the proposer include the following information in the proposal.</p> <p>Proposals must be clear, succinct and not exceed one hundred (100) pages, <u>excluding</u> resumes, coversheet and debarment form. Proposer's who submit more than the pages indicated may not have the additional pages of the proposal read or considered.</p> <p>For purposes of review and in the interest of the County, the County encourages the use of submittal materials (i.e. paper, dividers, binders, brochures, etc.) that contain post-consumer recycled content and are <u>readily recyclable</u>.</p> <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, can be included with each copy unless otherwise specified.</p>
<p>Section IIC</p>	<p>Proposal Content</p>
<p>1. Cover Sheet</p>	<p>This form is to be used as your proposal Cover Sheet. See Cover Sheet - Attachment A</p>
<p>2. Project Team</p>	<p>A strong emphasis will be placed on the qualifications of the project management team and the organization and qualifications of the proposer, including an explanation of how the local management and corporate structure are linked; how the company fosters innovation, sustainability and higher performance; and the ease of management and administration on the part of the County.</p> <p>Provide the following:</p> <ol style="list-style-type: none"> 1. Describe the quality and quantity of client references which demonstrate the proposer's ability to maintain long-term relationships with municipalities, including cooperation in

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	<p>providing requested information in a timely manner, settling disputes without litigation and/or arbitration and demonstrating the ability to fulfill the range of services requested in this RFP.</p> <ol style="list-style-type: none">2. Provide the name of the individual who would be the contractor's designated representative and the representative's experience which would qualify that individual to fulfill the requirements as outlined in this RFP.3. Provide information concerning the organization of the proposed project, including overall staffing and percent commitment to the county's contract, of specific staffing (such as management, operations, mechanics, customer service, educator, and financial administration).<ol style="list-style-type: none">a. If it is proposed that new staff will be hired or reassigned to manage, oversee, administer, or play any significant role in implementing this system, describe the level and amount of expertise and/or qualifications which will be required of the individual who will be placed in the position.b. The proposal should also specify the amount of time and level of involvement to be committed to the program by staff, consultants, or other sources of expertise referenced in the proposal, particularly those located outside of Clark County.c. If the proposal references the expertise of staff, subsidiaries, or other resource personnel not proposed to be directly committed to the County contract, describe what their relationship to the County's program would be: their involvement, degree of availability and the manner in which the County could access their expertise.4. List number and positions of employees who will carry out this contract, including office, educational, and operational personnel.5. Describe equal opportunity plans, employee benefit plans, and training programs, and safety and loss control programs.
<p>3. Management Approach</p>	<p>Customer Service</p> <p>Provide the following information:</p> <ol style="list-style-type: none">1. Customer service philosophy/mission statement.2. The location or proposed location(s) and zoning of the proposers Clark County customer service office. Note that a customer service office located in Clark County is mandatory.3. Administrative and customer service staffing levels including number of employees by staff position.4. If proposer plans to hire additional customer service personnel for this contract, please describe how many, their assigned duties, and location.5. Describe customer service personnel training program to ensure proper etiquette and conflict resolution skills.6. Techniques used for measuring and monitoring customer satisfaction.7. The make, model, and age of billing system computer hardware and software.

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8. The proposer's ability to develop and provide electronic means for the customers to communicate with customer service personnel including telephone, email, and internet.
9. The IP address of a website proposer developed for a similar jurisdiction for yard debris collection services. Website should include local information specific to the program being promoted and should include a collection calendar that is specific to a residence.
10. A description of how proposer website can be updated to react to service disruptions related to inclement weather or other unforeseen events. Provide an example of where the proposer has utilized the website to inform customers.
11. A description of proposer's capability to utilize email to communicate with customers. Provide a description of how proposer has utilized email to notify customers of service disruptions related to inclement weather or other unforeseen events.
12. A description of proposer's phone service capabilities. Phone service is required to be phone tree capable providing customers with various options if a customer service representative is not immediately available. Describe the options provided by the phone tree.
13. How proposer plans to accommodate and provide translated services to all customers via phone calls, call blasts, electronic notifications, and on proposer's website.
14. Describe proposer's standards for average wait or hold times.
15. Proposer phone service is required to have the ability to make automated calls to notify customers of service disruptions related to inclement weather or other unforeseen events. Provide an example or situation in which proposer has utilized automated calls to contact customers regarding service disruptions.
16. Proposer is required to have the ability to provide an internet and telephone application for collection schedule calendars (specific to the residence). Proposal is required to describe proposer's ability to provide and implement electronic collection schedule calendar application.
17. The ability of the billing system to meet performance objectives. Note that the County requires the contractor to provide for all aspects of customer record keeping and billing including electronic billing and receipt of payment.
18. The ability of the billing system to provide county staff with read only electronic access to customer service information (access to system is mandatory).
19. Provide examples of route reports, and customer service reports.
20. Proposer plans for promoting the transition to the new contract and providing a smooth transition between the current contracts.
21. Plans for coordinating with other recycling and garbage collection contractors or franchisees.

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<p>4. Respondent's Capabilities</p>	<p>Operational experience Information shall be presented to substantiate that the proposer has the financial resources and the expertise or can obtain the expertise needed to design, manage, and operate the proposed collection system. Description of the organization of the proposed collection system and the qualifications and expertise of the firm(s) and key personnel in related projects shall be provided.</p> <p>The following information must be included:</p> <ol style="list-style-type: none">1. General description of the experience of the firm(s).2. Experience relevant to the proposed work, including descriptions of up to three (3) relevant projects, degree of involvement, name of client, and name and telephone number of contact person.3. Relevant technical experience of the key personnel and a description of their background in the collection of residential yard debris, including the number of years spent in the industry and the number of collection systems implemented and managed.4. The ability and past performance of the proposer in guaranteeing the timely delivery of collection vehicles and containers.5. The history of all claims, settlements, arbitration, and litigation arising directly from operations for which the firm or principal, for the last eight years, were involved. <p>Financial resources/stability All proposals submitted in response to this RFP must provide a clear indication that proposers have sufficient financial ability to successfully design, implement, and operate the proposed yard debris collection programs and to meet all financial obligations to its vendors arising out of performance of the proposed contracts.</p> <p>Failure to provide requested financial information will result in the automatic rejection of proposal as incomplete.</p> <p>Proposers must provide the following information to assist the County in evaluating financial capability. If the proposed company's contractual obligations are to be guaranteed by a parent company, the parent company's information shall also be provided. If the proposing company is a joint venture, then submit information for each of the companies forming the joint venture.</p> <p>Include the following information as applicable:</p> <ol style="list-style-type: none">1. Identify the entity with which the County would contract. If the proposing entity includes a parent company and/or multiple entities, please clearly describe the relationship between the proposing company and other entities.2. Financing of the program shall be the sole responsibility of the proposer. The proposer must provide a financing plan which describes in detail the sources and uses of funds, the financing structure and all assumptions used in formulation of the plan. The proposer must demonstrate that it has access to the working capital, either from (1) internally generated funds or (2) written evidence of commitments from external sources.3. Provide written evidence of commitment(s) from a financial institution(s) acceptable to the County, to issue the bond(s) and or letter(s) of credit required by the County.4. Indicate any financial guarantees the proposers parent company would make on behalf of the proposing entity and any limitations therein.5. Provide audited financial statements for the past three (3) years including income statements, balance sheets and statements of changes in financial position.
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	<ol style="list-style-type: none">6. Provide a statement from the Chief Financial Officer(s) or equivalent certifying that there has been no material adverse change in the financial condition of the proposing entity (or its parent company or owners if they are providing financial assurance of performance) since the date of the last financial statements.7. Describe all major financial commitments or obligations, including performance and or payment guarantees on all proposed and current contracts for service and their bearing on the proposer's financial ability to guarantee the performance and other requirements of this proposal. Describe the proposal team's experience with financing any similar contracts.8. Document the company's ability to provide the necessary equipment as evidenced by prior record of timely equipment procurement and by the proposer's written commitments from vendors to produce and deliver proposer's selected equipment on proposer's schedule.9. Document the company's ability to locate, prepare and initiate the necessary support services and facilities for the collection program, including necessary permitting as evidenced by prior record of timely preparation, clearance, and initiation.10. Document the company's financial ability to meet the terms of the County's contract and any obligations arising out of the performance of the contract.11. If the proposer is publicly held provide copies of the most recent form 10-K filed with the Securities and Exchange Commission (SEC) and all 10-Q forms since the last 10-K.12. Provide a brief summary of:<ol style="list-style-type: none">a. Any changes in the form of method of conducting business, bankruptcy, proceedings, mergers and/or acquisitions within the last three (3) years.b. Any pending lawsuits or claims which affect the proposer's ability to meet the terms and conditions of the contract.c. A list of executive officers (locally and nationally, if applicable) of the company, positions held and a brief description of their experience including the length of time in present position. <p>The County reserves the right to require the proposer to submit a certified opinion, from a Certified Public Accountant unrelated to the proposing entity(s), as to representations in any of the financial statements provided.</p>
5. Project Approach and Understanding	<p><u>Program design</u></p> <p>Describe how the proposer's program will address the following program design criteria and collect materials outlined in the scope of project and required services:</p> <p>Provide the following information:</p> <ol style="list-style-type: none">1. Demonstrate the proposer's technical approach to collect yard debris, including maximizing diversion rates and program participation, minimizing contamination, and monitoring set out practices.2. The use of any innovative collection strategies to minimize cost without degradation of service.

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3. Flexibility of the collection system to accommodate new technologies with the potential to reduce costs and/or increase waste diversion.
4. Provide examples of route reports, and customer service reports.
5. Ability of proposer to assure material quality through on-curb tagging and reporting.
6. Suitability of proposed containers.
7. Suitability and reliability of proposed collection vehicles.
8. Demonstrated technical approach to reporting and scheduling procedures. Provide examples of reporting and scheduling techniques.
9. Describe how the program will be focused on customer satisfaction and convenience.
10. What incentives are built into the program which provides incentives for residents to participate. Provide examples of incentives.

Education/outreach

1. Describe proposer's policies and programs for public information, education, and community involvement and how long these policies and programs have been in effect.
2. Describe any current programs for public information, education, and community involvement in the greater Portland and Vancouver Metro area and how they promote the community to reduce their environmental footprint (which can include examples of publications, brochures, fliers, and newsletters).
3. Describe the duties and experience of the company's current educator. If the company does not presently employ an educator, please provide a timeline for hiring an educator, and a sample job description. Note that the County requires that 1.0 full-time equivalent (FTE) employee be designated as the contracted educator.

Additional required services

Pilot program

1. Proposer is required to implement pilot programs upon County request. Describe in general terms how a pilot program for the collection of food waste mixed with yard debris would be developed and promoted. Provide examples of experience implementing mixed collection yard debris and food waste programs (include timelines, communication/outreach strategies, and any successes/challenges). Proposal will include the cost of implementing such a pilot program which would operate for a minimum of one year with up to two collection routes and to include contractor to monitor program for contamination and program participation.
2. Identify budget total for pilot program – which is to be included in the per household cost.

New State Laws

1. Describe how the proposer would plan and prepare to comply with new State regulations regarding yard debris mixed collection or organics collection - adding food waste to yard debris and future implementation of any food waste/organics programs.
2. Proposer must demonstrate comprehension and proof of ability to comply with State organics management laws, requirements, and all future legislative updates and changes including a schedule of how costs will be amortized.

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	<p><u>Collection plan</u> The proposer must provide a collection plan that includes descriptions of collection methods used for yard debris collection services, customer service, billing, and administrative support functions. In this section the proposer is to provide an explanation of how materials are to be collected, monitored, transported, and delivered to the processing site.</p> <p>Provide at a minimum description(s) of the following:</p> <ol style="list-style-type: none">1. The number and types of trucks used, and the estimated number of customers served per truck. If collection vehicles are to be brought in from outside the area during the initial start-up, please describe the number and types of trucks, and please describe timeline for acquisition of new collection vehicles.2. The number of back-up vehicles to be held in reserve.3. Staffing levels including regular drivers and back up labor.4. Plans to provide continued service in the event of vehicle breakdown or other disruption of service.5. The system and approach used to develop routes and route maps and in-route record keeping.6. The proposed manufacturer, model, and plans for repair and maintenance of carts. Refer to "required services" for cart specifications.7. The location of operations (truck) facility and proposed Clark County location of customer service office. See "required services" regarding requirements for truck facility and customer service office.8. Describe plans for reducing environmental impacts in an operational capacity.9. Describe in general terms a plan to notify customers of changes in service.10. The current contract incorporates two types of subscription service: regular every-other-week (EOW) and on-call. Proposer is to provide collection rates for on-call service, and without on-call service as part of the RFP in Section IIC 6. Cost Proposal.
6. Proposed Cost	<p>Proposer shall utilize Cost Proposal template (below) to provide a cost proposal for collecting yard debris as detailed in scope of project and required services. Proposed cost shall be effective upon implementation of the Contract and valid through December 31, 2026. Proposer should anticipate an annual CPI adjustment as of January 1, 2027.</p> <p><u>County administration fee</u> Proposed costs include the collection rates for service, and other fees. Within these proposed costs, proposer shall include the County administration fee of \$.40 per multifamily unit and single-family residential customer. The monthly County administration fee will also apply to the monthly cart rental rate for on-call customers. The calculated CPI will be applied annually to the County administration fee.</p> <p><u>Collection rates</u> Collection rates are the price(s) established for customers to cover the costs of the service. Proposed costs shall include both regular every-other week (EOW) service and on-call service.</p>

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Regular every-other-week service

- Monthly rate for every-other-week 96-gallon cart yard debris service.
- Each additional 32-gallon container (per pick-up).

On-call service

- On-call 96-gallon yard debris service.
- On-call cart rental (per month).

Other fees

Other fees are the price(s) established to cover the costs of additional services for customers and include service restart fees, cart replacement fees, cart delivery fees and drive in-service.

Cost proposal

Part 1

Part 2

With on-call service	Cost (\$)	Without on-call service	Cost (\$)
<i>Regular EOW</i> - Monthly fee per household/unit	\$ _____	<i>Regular EOW</i> - Monthly fee per household/unit	\$ _____
Add County administrative fee per household/unit	\$.40	Add County administrative fee per household/unit	\$.40
Total proposed monthly fee per household/unit	\$ _____	Total proposed monthly fee per household/unit	\$ _____
On-call - Cost per on-call collection	\$ _____	Regular EOW customer	Cost (\$)
Monthly cart rental	\$ _____	Cost for additional 32-gallon collection	\$ _____
Add County administrative fee per household/unit	\$.40		
Total proposed monthly cart rental per household/unit	\$ _____		

* Note to Proposer: The \$0.40 County Administration Fee is applied to monthly cart rental for on-call Customers.

Proposer shall fill out both Sections (Part 1 and Part 2) of the table. Provide proposed costs for “with on-call service” and “without on-call service.”

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Part III Proposal Evaluation & Contract Award

Section IIIA	Proposal Review and Selection															
1. Evaluation and Selection:	Proposals received in response to this RFP will be evaluated by a Review Committee. Committee review results and recommendations may require presentation to an appropriate advisory board prior to the consent process with the Clark County Council.															
2. Evaluation Criteria Scoring	<p>Each proposal received in response to the RFP will be objectively evaluated and rated according to a specified point system. Proposals will be scored on the following categories (not listed in order of priorities):</p> <p>Tier 1: A three hundred (300) point system will be used, weighted against the following criteria:</p> <table border="1" data-bbox="402 808 1474 1938"> <tr> <td data-bbox="410 808 1404 1024"> <p>Project Team: Describe the quality and quantity of client references which demonstrate the proposer's ability to maintain long-term relationships with municipalities, including cooperation in providing requested information in a timely manner. Include overall staffing and percent commitment to the county's contract, of specific staffing. Additional descriptions of criteria as outlined in Section IIC.2 "project team."</p> </td> <td data-bbox="1404 808 1474 1024" style="text-align: center; vertical-align: bottom;">25</td> </tr> <tr> <td data-bbox="410 1024 1404 1178"> <p>Customer Service: Proposals will be evaluated as to the proposer's customer service programs (monitoring and measuring customer satisfaction, capabilities to use phone, email, and applications to communicate/notify customers) and additional requirements outlined in Section IIC.3 "management approach".</p> </td> <td data-bbox="1404 1024 1474 1178" style="text-align: center; vertical-align: bottom;">25</td> </tr> <tr> <td data-bbox="410 1178 1404 1360"> <p>Operational Experience: Proposals will be reviewed for experience relevant to the proposed work, relevant projects, and degrees of involvement, as well as relevant technical experience of the key personnel and a description of their background in the collection of residential yard debris as further outlined in Section IIC.4 "respondent's capabilities."</p> </td> <td data-bbox="1404 1178 1474 1360" style="text-align: center; vertical-align: bottom;">25</td> </tr> <tr> <td data-bbox="410 1360 1404 1577"> <p>Financial Resources/Stability: Proposal will be evaluated as the overall financial strength and capacity of the proposer. 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Total Points	300								
<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>								

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>Proposal Presentation/Demonstration:</p> <ul style="list-style-type: none"> • Proposer shall provide a quality presentation/demonstration to County staff. • The presentation adds value and detail to the written proposal. • The presentation is organized and high quality. • The proposer is skilled at communication. 	50
<p>Interview:</p> <ul style="list-style-type: none"> • Proposer shall answer questions from county staff. • Responses meet committee expectations for quality, clarity, and content. 	50
Total Points	100

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2. Contract Development	<p>The proposal and all responses provided by the successful Proposer may become a part of the final contract.</p> <p>The County intends to enter into a services contract with the Contractor selected through the RFP process.</p> <p>The contract award will not be final until Clark County has executed the renewal of the aforementioned interlocal agreements, and the prospective contractor has executed a contractual agreement. The contractual agreement consists of, but is not limited to, the following parts: (1) Definitions; (2) General Provisions; (3) Operations; (4) Guarantees, Insurance and Defaults; (5) Compensation; (6) Dispute Resolution. 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.</p>
3. Award Review	<p>The public may view Request for Proposal documents by submitting a public records request at www.clark.wa.gov .</p>
4. Orientation/Kick-off Meeting	<p>The County will schedule an orientation/kick-off meeting upon execution of contract.</p>

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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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Program for the Collection of Source Separated Yard Debris from Single Family and Multifamily Residences in Unincorporated Areas of Clark County and the City of Battle Ground, the City of La Center and the Town of Yacolt

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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Program for the Collection of Source Separated Yard Debris from Single Family and Multifamily Residences in Unincorporated Areas of Clark County and the City of Battle Ground, the City of La Center and the Town of Yacolt

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

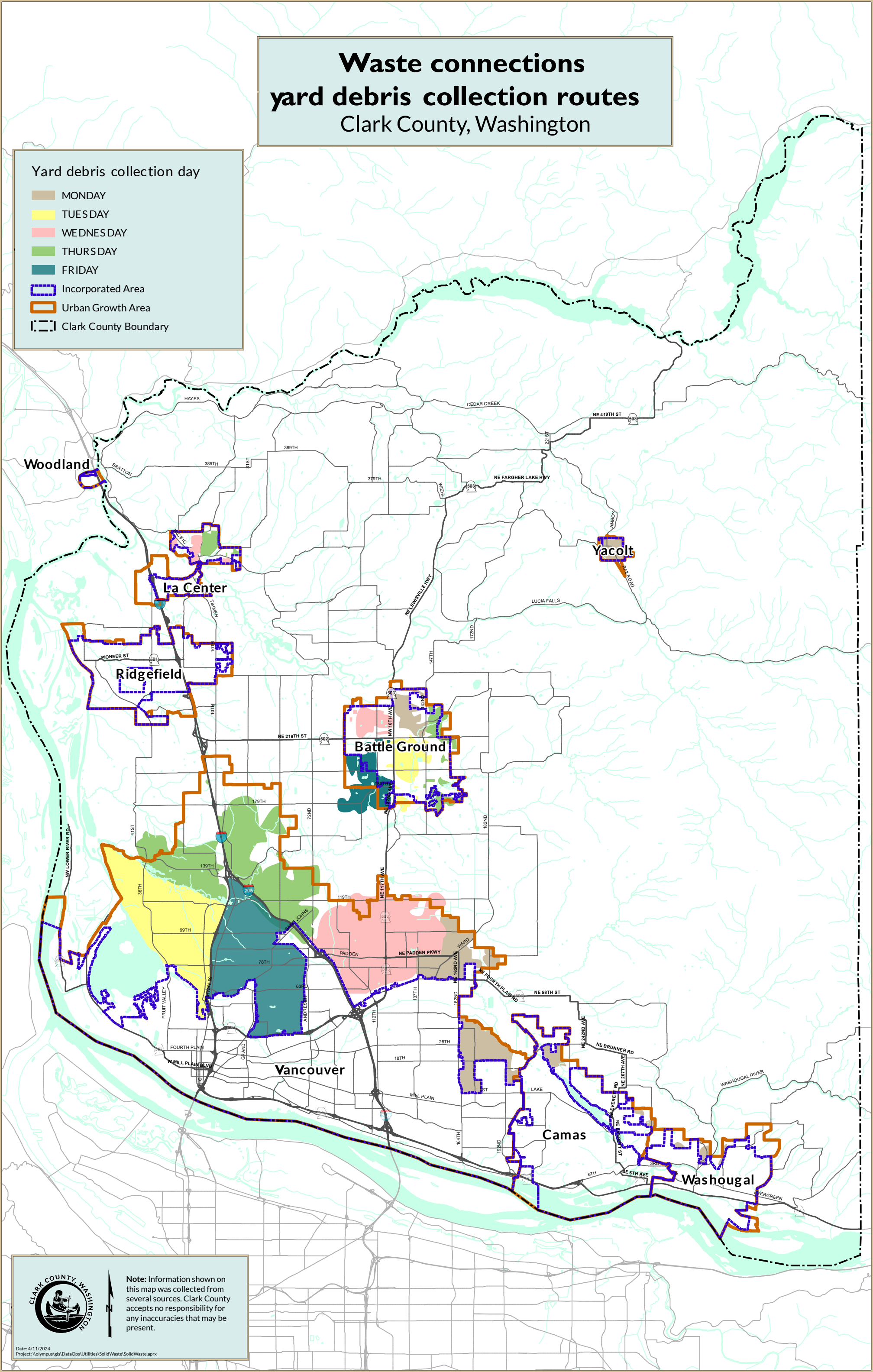
Date

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

Waste connections yard debris collection routes Clark County, Washington

Yard debris collection day


- MONDAY
- TUESDAY
- WEDNESDAY
- THURSDAY
- FRIDAY
- Incorporated Area
- Urban Growth Area
- Clark County Boundary





CLARK COUNTY, WASHINGTON

Note: Information shown on this map was collected from several sources. Clark County accepts no responsibility for any inaccuracies that may be present.



Date: 4/11/2024
Project: \\olympus\gis\DataOps\Utilities\SolidWaste\SolidWaste.aprx

ATTACHMENT E

Waste Connections of Washington, Inc.

Clark County Yard Debris Contract

Summary of Cart Inventory

March 2024

Carts purchased over the life of the 2012 yard debris contract

Purchase Date	96-gallon carts	64-gallon carts	Total (96-gal & 64-gal) carts purchased	5 years from purchase date	10 years from purchase date
2012	1,584	0	1,584	2017	2022
2013	4,131	0	4,131	2018	2023
2014	4,914	0	4,914	2019	2024
2015	4,536	0	4,536	2020	2025
2016	4,824	423	5,247	2021	2026
2017	5,776	600	6,376	2022	2027
2018	2,803	648	3,451	2023	2028
2019	3,861	0	3,861	2024	2029
2020	2,080	0	2,080	2025	2030
2021	4,212	648	4,860	2026	2031
2022	1,404	936	2,340	2027	2032
2023	2,106	0	2,106	2028	2033
2024	1,755	816	2,571	2029	2034
Totals			48,057		

Attachment F

Inflation Adjustment Factor – Sample Calculation

The Inflation Adjustment Factor (IAF) used in the process of setting each year's price will be calculated using the following formula:

$$IAF = 1 + \left\{ \left[\left(\frac{CPI_y - CPI_{py}}{CPI_{py}} \right) \times 0.88 \right] + \left[\left(\frac{EIA_y - EIA_{py}}{EIA_{py}} \right) \times 0.12 \right] \right\} \times 0.80$$

The new price each year will then be calculated as the following:

$$P_n = (P_{py} \times (1 + IAF))$$

where P_n = new price; P_{py} = prior year price;

where CPI_y = the first-half (January 1st- June 30th) annual consumer price index for Urban Wage Earners and Clerical Workers for Seattle-Tacoma-Bellevue for the current year, or successor indices;

where CPI_{py} = the first-half (January 1st- June 30th) annual consumer price index for Urban Wage Earners and Clerical Workers for Seattle-Tacoma-Bellevue for the prior year, or successor indices;

where EIA_y = the 12-month average of the Energy Information Administration, West Coast Retail Price Series for On-Highway No 2. Diesel Ultra Low Sulfur (0-15ppm) Fuel, Index No. PADD5 measured from July of the prior year to June of the current year;

where EIA_{py} = the 12-month average of the Energy Information Administration, West Coast Retail Price Series for On-Highway No 2. Diesel Ultra Low Sulfur (0-15ppm) Fuel, Index No. PADD5 measured from July of two years prior to June of the prior year.

**CONTRACT TYPE
HDC.XXXX**

between

CLARK COUNTY

P.O. Box 9825, Vancouver, WA 98666

and

CONTRACTOR

Address, Address 2, City, State, Zip

Project: RFP Yard Debris
 Service Description: To provide subscription yard debris collection services to single and multifamily residences within defined areas of unincorporated County, the City of Battle Ground, the City of La Center, and the Town of Yacolt.
 Supplier Contract Number: SCN0000XXXX
 Contract Name: CCPH Contractor Yard Debris HDC.XXXX
 Contract Period: Start Date - July 31, 2035

County Contacts		
Program	Fiscal	Contract
Joelle Loescher 564.397.8126 Joelle.Loescher@clark.wa.gov	Kayla Mobley 360.397.8235 Kayla.Mobley@clark.wa.gov	Rebecca Addington 564.397.8415 GCT@clark.wa.gov

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

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

CONTRACTOR:

CLARK COUNTY:

Contractor Name, Title Date

Kathleen Otto, County Manager Date

APPROVED AS TO FORM ONLY:

Amanda Migchelbrink Date
Deputy Prosecuting Attorney

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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 July 31, 2035. County reserves the right to extend the contract for up to two additional two-year periods, with the same terms and conditions, upon a written amendment to this Contract signed by both parties. The County at their sole option may also extend this contract for one additional year beyond the term herein to accommodate changes in technology, regulations or unforeseen circumstances that might occur during the contract period.

- 2.1. If prevailing wage becomes applicable at any time during the contract period, the following contract term shall apply:

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

3. Compensation. County shall pay the Contractor for any applicable services net 30 days upon receipt of a written invoice, The parties mutually agree that in no event may the amount billing exceed \$ _____ without prior approval of the County. Any work performed prior to effective date of this Contract will be at the sole expense and risk of the Contractor.

- 3.1. To County:

3.1.1. The invoice shall include:

- a) Payee information, (Agency Name, Address, phone/email)
- b) Invoice date
- c) Period of services included on invoice
- d) Invoice number
- e) Supplier Contract Number: SCN0000XXXX
- f) Payor information:

Clark County Public Health

Attn: CHAP

PO BOX 9825

Vancouver, WA 98666

3.1.2. Invoices shall be sent electronically to: CHAP@clark.wa.gov.

3.1.3. An Invoice Example is included for reference as Exhibit C.

3.2. To Customer:

The Contractor, except as provided in Section 3.4.5 of the Statement of Work, shall be responsible for billing and collecting charges from customers in accordance with the charges listed in Appendix C, which rates comprise the total compensation due to the Contractor under this Contract unless otherwise expressly provided for in this contract.

Fees for services, in Appendix C, such as yard debris collection and extra set outs, shall be itemized and included in the customer's regular invoice.

The Contractor shall allow customers to suspend service for vacation periods in accordance with Section 3.2.3 of the Statement of Work and/or Appendix C.

4. Compensation Adjustments

4.1. Inflation Adjustment Factor:

The "Inflation Adjustment Factor" The Inflation Adjustment Factor, for the contract year beginning on January 1, 2026, and for each subsequent contract year, will be calculated based on the weighted averages of two indices computed by the United States Department of Labor, Bureau of Labor Statistics (BLS), and by the Energy Information Administration (EIA). The two indices and their respective weights are: 1) the Consumer Price Index ("CPI") for urban wage earners and clerical workers for the Seattle-Tacoma-Bellevue, or successor indices, for prior and current years which will have a weight of 88%, and 2) the West Coast Retail Price Series for On-Highway No 2. Diesel Ultra Low Sulfur (0-15ppm) Fuel, Index No. PADD5, or successor indices, for prior and current years which will have a weight of 12%.The annual change in rates established in Appendix C may be increased or decreased on January 1st of each year up to 80% of the percentage point increase or decrease in the weighted averages of the two indices that occur during the first six months (January 1st-June 30th) of the current year and prior year, and the 12-month average of the current year and prior years.

See Appendix D – "Inflation Adjustment Factor – Sample Calculation" for an example of the formula utilized to calculate the annual adjustment.

Adjustments to Contractor rates shall be made in units of \$0.01, rounded to the nearest whole cent.

On or before October 15 each year, beginning October 15, 2026, the Contractor shall submit to the County for review and approval a rate adjustment statement calculating the new rates to be charged

to County customers via email to the Program Manager for Solid Waste Operations for review. Provided the statement passes initial review the Program Manager shall initiate an approval process in which the authorized signatory for the County and the Contractor sign in agreement to the rate adjustment. Provided that rates are approved, those rates shall take effect on the first day of January of the following year.

The Contractor shall be responsible for notifying customers of impending rate changes in accordance with applicable laws and meeting legal notification requirements, whether changes are due to CPI adjustment or processing fee modifications, as described in Section 3.6.2 of the Statement of Work.

The County requires that yard debris composting or reload facilities be located in the Clark County and constitute an approved county facility and meet all local, state and federal laws. The charges listed in Appendix C, and which may be adjusted as per Section 4.1 of the Terms and Conditions, include the Contractor's cost of yard debris processing fees. Any changes in the yard debris processing fee will not result in any adjustment in rates except as described below.

Should the Contractor be required by the County to use yard debris processing sites other than those selected by the Contractor and approved by the County, the Contractor will submit a detailed proposal for the adjustment of rates to reflect any additional processing and transportation costs or savings to the Contractor. The County and Contractor agree to negotiate in good faith any changes to the rates to offset these transportation and processing costs or savings.

The only adjustment to Contractor compensation shall be for: (1) CPI fluctuation as set forth above; (2) increases in yard debris processing fees as set forth below; and (3) changes in law as set forth below. The Contractor assumes all operational and economic risks associated with the performance of services related to this contract. Such risks shall not be a basis for termination or amendment of this contract. In the event that yard debris processing fees exceed the CPI by 8.5% in any given year (current fee is \$35.00 per ton), then the Contractor and the County shall, in good faith, negotiate an adjustment to the compensation based upon the impact the increase in such fees has upon the overall cost of performing the services. Provided that, there shall be no increase in the compensation to the Contractor for yard debris processing fee increases during the first two years of the contract. In the event that there are changes in law that impose new taxes or fees upon the services provided by Contractor, then the Contractor and the County shall, in good faith, negotiate an adjustment to the compensation based upon the impact of the taxes or fees have upon the overall cost of performing the services.

4.2. Administrative Fee.

The monthly revenue generated by the administrative fee shall be paid to the County by the Contractor in two-month increments. Administrative fees collected from each customer billed, shall be paid to the County by the Contractor 120 days after the close of the two-month billing cycle. Documents supporting the payment amount will accompany each payment. The administrative fee shall be subject to the annual inflation adjustment in Section 4.1 of the Terms and Conditions.

5. Assignment. Prior written consent is required from the County for the Contractor to enter into subcontracts or agreements for the performance of this contract. If consent is provided by the County, the Contractor must provide a copy of the subcontract for approval prior to execution of a new subcontract. Within 30 calendar days of the execution of this Contract, the Contractor shall submit to the County copies of existing subcontracts, if any, for items and services required under the Contract. All contracts or agreements entered into by the Contractor for the performance of this Contract with its subcontractors, officers, employees, agents, suppliers, sureties, lenders, lessors, and others for performance of the Contract shall include and be consistent with all terms and conditions of the Contract.
6. 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.

6.1. Contract Default

6.1.1. The Contractor shall be in default of this Contract if it violates any material provision of this Contract. The County reserves the right to declare the Contractor to be in default in the event of any violation that shall include, but not be limited to, the following:

- a) The Contractor fails to commence the collection of Yard Debris or fails to provide any portion of service under the Contract for a period of more than five days, not including weather related delays as mutually agreed upon by the Contractor and the County.
- b) The Contractor fails to obtain and maintain any necessary permit required by the

City, County, or any federal, state, or other regulatory body to collect and/or transport Yard Debris under the Contract.

- e) The Contractor's noncompliance with the Contract creates a hazard to public health or safety as reasonably determined by the County.
- d) The Contractor repeatedly engages in acts or omissions incurring substantial liquidated damages as set forth in Section 6.2.1 of the Terms and Conditions.
- e) The Contractor fails to obtain and maintain insurance or bonds, letter of credit or other similar instrument in accordance with the Contract.
- f) The Contractor fails to pay the Administrative Fee for a material number of customers as set forth in Section 4.2 of the Terms and Conditions.

In the event of default sections listed above, the County shall give the Contractor five business days prior written notice of its intent to exercise its rights under this section, stating the reasons for such action. If the Contractor cures the stated breach within the five-day notice period, or if the Contractor initiates efforts satisfactory to the County to remedy the stated breach and the efforts continue in good faith, the County shall not exercise its rights under this section for the particular incident. If the Contractor fails to cure the stated breach within the applicable notice period, or if the Contractor does not undertake efforts reasonably satisfactory to the County to remedy the stated breach, the County may exercise all its authority set forth in this section.

The County may then notify the Contractor and declare a default of this Contract and order the Contractor to discontinue any further service thereunder, and a copy of that notice shall be sent to the Contractor and Surety on its performance bond, letter of credit, or other similar instruments.

The County shall be entitled to recover from the Contractor and its Surety as damages all expenses incurred, including reasonable attorney fees, together with all such additional sums as may be necessary to complete the contract work, together with any further damages sustained or to be sustained by the County subject to appropriate mitigation actions by the County.

The County may, at its option and if permitted by law, operate the Contractor's Inventory with County employees in the event of a strike, work slow-down or work stoppage involving Contractor's employees.

6.2. Failure to Perform, Remedies, Termination

6.2.1. Liquidated Damages

Subject to the force majeure clause in Section 21 of the Terms and Conditions, the Contractor shall be liable for liquidated damages, including but not limited to, the Actions or Omissions listed below when documented by the County in an incident report and presented to the Contractor. Disagreements with respect to the Contractor's liability for liquidated damages shall be subject to the dispute resolution procedures described in Section 6.2.2 of the Terms and Conditions. The County reserves the right to make reasonable periodic, unscheduled inspection visits to determine the Contractor's compliance with the Contract. The parties agree that the following acts or omissions shall be subject to the liquidated damages indicated below. The liquidated damage amounts shall be subject to annual adjustment in accordance with the CPI provisions in Section 4.1 of the Terms and Conditions and the calculation of liquidated damages shall be communicated to Contractor upon initiating liquidated damages penalties.

<u>Action or Omission</u>	<u>Liquidated Damages</u>
Collection before or after the times specified in Section 3.1.5 of the Statement of Work except as expressly otherwise permitted	\$100 per incident (each truck on each route is a separate incident)
Repeated complaints on a route after notification including, but not limited to, not replacing Cans or Carts in designated locations, spilling, not closing gates, crossing planted areas, or similar violations	\$50 first incident and \$100 for each subsequent incident to a maximum of \$1000 per truck per day on Residential routes
Failure properly to collect spilled materials	The cost of cleanup to the County plus \$50 each incident
Failure to make up missed collections or materials within one business day (including Saturday) after notification	\$50 first incident and \$100 for each subsequent incident to a maximum of \$1,000 per truck per day on Residential routes

Collection from Residential premises on a day other than the day specified (excluding collections prevented by inclement weather)	\$25 per structure, to a maximum of \$250 per truck, per day
Missed collection of entire block segment of Single-Family Residences (excluding collections prevented by inclement weather)	\$250 per block segment if collection is performed the following operating day; \$1,000 per block segment if not collected the following day
Failure to provide a .5 FTE Yard Debris Educator Position per Section 3.6 in the Statement of Work	\$300 per day up to a maximum of the salary of the position as specified in Section 3.6 of the Statement of Work
Failure to replace or repair a damaged Cart within three business days of notification by the County or Customer or; Failure to replace or repair a damaged Cart within seven business days if Degradable Bags were supplied to Customer	\$25 per Container, per day \$25 per Container, per day
Failure to deliver Carts to Multifamily or Residential Customers within seven business days of a new service request.	\$25 per Container, per day
After County notification, failure to properly identify service territories that result in a denial of service or a misapplied rate to customers within the service territories.	\$250 per customer, per month of denied service; Damages may also be assessed to compensate Customers for any loss through a misapplied rate that result, from failure to properly identify service territories
Material misrepresentation or omission by Contractor in records or reporting to include failure to allow electronic access to database per Section 3.4.3 of the Statement of Work and failure to allow access to records per Section 6.2 of the Terms and Conditions	\$1,000 per incident, or per day for failure to perform related to Sections 3.4.3 of the Statement of Work and 6.2 of the Terms and Conditions
Failure to provide required reports to the County on time	\$250 per incident. \$1000 per incident if due date exceeded by 30 days
Failure to maintain clean and sanitary vehicles and facilities	\$25 per vehicle, up to a maximum of \$100 per inspection

Failure to replace a missing cart within three days of notification by the County or Customer, or	\$25 per Container, per day
Failure to replace a missing Cart within seven business days if Degradable Bags were supplied to Customer	\$25 per Container, per day
Landfilling or incineration of uncontaminated Yard Debris or Source-Separated Recyclables without the express prior written permission of the County	\$1,000 per vehicle, per incident
Use of vehicles for non-Contract work without prior notice to the County	\$500 per vehicle, per incident
Delivery of Yard Debris to a Processing Facility not approved by the County.	\$1,000 per vehicle, per incident

Nothing in this section shall be construed as providing an exclusive list of the acts or omissions of the Contractor which shall be considered violations or breaches of the Contract, and the County reserves the right to exercise any and all remedies it may have with respect to these and other violations and breaches. This liquidated damages schedule shall not affect the County's ability to terminate the Contract in accordance with Section 6.2 of the Terms and Conditions.

Liquidated damages, if assessed during a given month, shall be invoiced by the County to the Contractor. The Contractor shall be required to pay the County the invoiced amount within 30 days of billing unless submitted for dispute resolution pursuant to Section 6.2.2 of the Terms and Conditions. Failure to pay liquidated damages shall be considered a separate breach of the Contract.

6.2.2. Arbitration and Court Action

Subject to the conditions and limitations of this section, controversies or claims arising out of or relating to the terms of this Contract shall be decided under Washington law unless otherwise specified herein.

6.2.2.1. Initiation of Arbitration

- a) Either party may initiate an arbitration before a single arbitrator in accordance with Section 6.2.2 of the Terms and Conditions at any time by serving a demand for arbitration on the other party in the manner provided in Section 15 of the Terms and Conditions for the services of notices.

- b) The claimant shall file a copy of the demand for arbitration at the nearest office of the American Arbitration Association or Judicial Dispute Resolution (“JDR”), together with the appropriate filing fee.
- c) The responding party shall file a written response to the arbitration demand within 10 calendar days of the service of the demand. The response shall describe any counterclaims of the responding party, the cash amount involved, if any, and the particular remedy sought on the counterclaims. Failure to file a counterclaim or response shall not operate to delay the arbitration proceedings.
- d) After the filing of the claim and the response and/or counterclaim, no further claims or counterclaims may be made except with leave from the arbitrator.

6.2.2.2. Selection and Qualification of Arbitrators

- a) Designation. The American Arbitration Association shall generate and deliver to the parties a list of five potential arbitrators. Each party shall strike one name from the list and return the list to the American Arbitration Association, which shall appoint the arbitrator from among the remaining names.
- b) Qualifications. The arbitrator shall be any natural person not employed by any of the parties or any related entity and not holding any financial interest in the outcome of the dispute who engages in the business of engineering or accounting, is familiar with the business of solid waste collection, and is selected from an appropriate regional panel of arbitrators as established by the American Arbitration Association.
- c) Replacement. If the arbitrator declines to act, dies or is otherwise unable to participate, the appointing party shall designate a new arbitrator. If the impartial arbitrator declines, dies or is otherwise unable to act, a new arbitrator shall be chosen pursuant to subparagraph a.

6.2.2.3. Powers of Arbitrators

The arbitrator shall have full power to make such regulations and to give such orders and directions in all respects, as he or she shall deem expedient, as well as in respect to the matters and differences referred to him or her and also with respect to the mode and times of executing and performing any of the acts, deeds, matters, and

things which may be awarded or directed to be done. Without limiting the generality of the foregoing, the arbitrator shall proceed with the following enumerated powers.

- a) Nonappearance. The arbitration may proceed in the absence of any party or representative who, after due and timely notice, fails to appear or fails to obtain a continuance. However, an award shall not be made solely on the default of a party, and the arbitrator shall require the appearing party who is present to submit such evidence as necessary for the making of an award.
- b) Prehearing Matters. The arbitrator may conduct such prehearing conferences as are necessary in his or her discretion to expedite and resolve the dispute. There shall be no discovery or dispositive motion practice except as may be permitted by the arbitrator, provided, however, that any such discovery or dispositive motion practice shall not conflict with or extend the time limits herein. If the arbitrator decides, in his or her sole discretion, that independent experts should be retained to determine particular issues, the arbitrator may retain such experts at the parties' expense and may award such expenses as part of the award in favor of the prevailing party.

6.2.2.4. Conduct of Proceedings

The arbitrator shall not be bound by any rules of civil procedure or evidence, but rather shall conduct the hearing and other proceedings in a fair and equitable manner. Evidence for a violation for which liquidated damages exceed \$1,000 must be demonstrated clearly and convincingly.

- a) Hearing Date and Duration. The arbitration hearing shall commence not later than 30 calendar days after the appointment of the arbitrator.
- b) Evidence. The arbitrator may require the parties to submit certain evidence by written declaration or in such other manner as the arbitrator deems appropriate. The arbitrator shall consider such written and oral testimony as reasonable businesspersons would use in the conduct of their day-to-day affairs. Live testimony and cross-examination shall be limited to that necessary to ensure a fair hearing to the parties.

- c) Venue. The arbitration hearing shall be held in Clark County, Washington, unless all parties agree otherwise.

6.2.2.5. Decision

The arbitrator shall make his or her award within 30 days following the conclusion of the arbitration hearing. In rendering the award, the arbitrator may set forth a brief description of the reasons for the award. The award shall be final and binding upon the parties without appeal or review, except as permitted by the Washington arbitration statute (RCW 7.06.010 et seq.) and may be entered with, and enforced by, any court having jurisdiction thereof.

6.2.2.6. Provisional Remedies

Pending the selection of the arbitrator, any party may request the American Arbitration Association to appoint an arbitrator for the limited purpose of awarding preliminary relief. This award may be immediately entered in any federal or state court having jurisdiction thereof, even though the decision on the underlying dispute may still be pending. Once appointed, the arbitrator may, upon request of a party, issue a superseding order to modify or reverse such preliminary relief or may himself or herself order preliminary relief pending a full hearing on the merits of the underlying dispute. Any such initial or superseding order of preliminary relief may be immediately entered in any federal or state court having jurisdiction thereof, even though the decision on the underlying dispute may still be pending. Such preliminary relief may be granted by the arbitrator only after notice to and the opportunity to be heard by the opposing party unless the party applying for such relief demonstrates that its purpose would be rendered futile by giving notice.

6.2.2.7. Final Remedies

The arbitrator may grant any remedy or relief that the arbitrator deems to be just, equitable and within the scope of the parties' agreement, including specific performance of the Contract or injunctive relief, provided, however, that the arbitrator may not award any punitive or exemplary damages. Each party shall initially be responsible for its own attorney fees, costs and arbitration expenses, but the arbitrator shall include in the award an assessment of arbitration expenses, costs and reasonable attorney fees to the most prevailing party.

6.2.2.8. No Consolidation

There shall be no consolidation of any arbitration between the County and the Contractor with any other arbitration involving, arising from or relating to the Contract without prior written approval from the County, which approval from the County shall not be unreasonably withheld in the interests of judicial economy.

6.2.2.9. Expedited Procedures

In the event that either party determines that the public interest requires a speedy resolution of any arbitrable controversy or claim regardless of the amount, that party shall have the option of electing resolution of the controversy or claim by the Expedited Procedures of the Commercial Arbitration Rules of the American Arbitration Association (Rules 54 through 58), as they may be amended from time to time.

6.2.2.10. Venue

The parties agree that proper venue for any judicial proceeding to enforce any decision or award made by an arbitrator under this section shall be exclusively in Clark County in the State of Washington.

6.2.2.11. Attorney Fees

In the event suit or action or arbitration is instituted to enforce any right granted herein, each party shall be responsible for payment of its own attorney fees and costs, unless otherwise indicated in this Contract.

6.2.2.12. Standing

Only the County and the Contractor shall have standing to bring or become a party to arbitration claims or legal actions under this Contract.

6.2.3. Contract Default

6.2.3.1. Alternate Remedies

In the event of: (a) the suspension or halt of all or a substantial and material portion of the Contractor's services required under this Contract; (b) Contractor's failure timely to pay liquidated damages pursuant to Section 6.2.1 of the Terms and Conditions; (c) incidents of the acts or omissions described in Section 6.1 of the Terms and Conditions; or (d) any other material violations of the terms of this Contract not described in (a), (b) or (c) but not at the time subject to resolution under the process described in Section 6.2.2 of the Terms and Conditions, the

County may pursue any or all of the following:

- a) Be released from its obligations under this Contract and use any other method or Contractor to perform those services.
- b) Draw upon the Performance and Payment Bond, Letter of Credit or other similar instrument in accordance with Section 19.8 of the Terms and Conditions.
- c) Seek the judicial remedy of specific performance.
- d) Initiate the dispute resolution procedures of Section 6.2.2 of the Terms and Conditions.
- e) Pursue any other remedy available at law or equity.

6.2.3.2. Right to Require Performance

The failure of either party at any time to require performance by the other of any provisions hereof shall in no way affect the right of that party thereafter to enforce the same. Waiver by a party of any breach of any provision hereof shall not be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any portion itself.

6.2.3.3. Availability of Collection Vehicles

Collection vehicles used by the Contractor in the performance of this contract shall not be used for other purposes, including other residential or commercial collection services, without prior notification to the County, provided, however, that use of such vehicles for collection of commercial recycling within Clark County and temporary emergency backup in the Portland Metropolitan Area shall not require prior notification to the County. If the Contractor intends, at any time, to use a collection vehicle for purposes other than performing the Contractor's obligations under this contract, the Contractor must notify the County within four hours after sending the collection vehicle to the non-contract work. Notification must include the identification number of the collection vehicle, the nature of the use to which the vehicle will be put, the expected duration of such use and the locations where such use will occur.

In the event of a default, the Contractor shall allow the County to use the contractor's inventory to continue collection services within the County for a period of up to six months unless County has obtained a third party to perform contractor's work under this contract. In the event of such an occurrence, the County shall pay the contractor prevailing market rates for the use of the equipment, based on the equipment's age and condition as stated in Appendix H.

In no event shall the exercise of rights under this section be interpreted to impair the County's exercise of eminent domain authority under applicable law.

6.2.3.4. Bankruptcy

If the Contractor is the debtor in a bankruptcy proceeding, either voluntarily or involuntarily, and the Contractor fails to perform its obligations under this contract, this contract, at the option of the County, may be terminated effective as early as the day the bankruptcy petition is filed.

7. 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.
8. 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.

- 8.1. The Contractor shall be liable for all fines or penalties imposed by any government agency for Contractor-caused violations of permits, licenses, certificates, laws or regulations; the County shall not be liable for and shall not reimburse the Contractor for any fine or penalty imposed. The Contractor reserves the right to contest any fine or penalty in administrative proceedings or in court prior to its payment.
9. 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.
10. 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.
11. Contract Documents. The contract documents included in this contract include:
- Exhibits:
Exhibit A, Scope of Work,
Exhibit B, Budget Summary,
Exhibit C, Invoice Example,
Exhibit D, Special Terms and Conditions.
Exhibit E, Contractor's Proposal
- Appendices:
A Service Area Map
B Implementation and Operations Plan
C Proposed Customer Charges
D Inflation Adjustment Calculator – Sample Calculation
E Contractor's Inventory
F Truck Specifications
G Cart Specifications
H Equipment & Rental Fees

If there is a conflict between the provisions of these documents, the provisions of this Contract shall control.

The Contractor's Proposal is incorporated herein and shall be a part of this Contract. If there is a conflict or difference between the provisions of this Contract and other documents incorporated here by reference, the provisions of this Contract shall control.

12. 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.
13. 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.
14. 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.
15. Notices. All notices required or contemplated by this Agreement shall be personally served, emailed to GCT@clark.wa.gov, or mailed (postage prepaid and return receipt requested), addressed to the parties.

The County or the Contractor may change its designated contact at any time by written notice. Any written notice under the Contract shall be deemed served when delivered in person to the person to whom it was intended, or if sent by registered mail, return receipt requested, when mailed to that person at the contact person's address. The date or time the relevant document was mailed to or personally delivered at the designated contact address.

16. 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.

17. Confidentiality. With respect to all information relating to County that is confidential and clearly so designated, the Contractor agrees to keep such information confidential.
18. 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.
19. Insurance.
- 19.1. Commercial General Liability Insurance. The Contractor specifically confirms and warrants that it has commercial general liability insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 annual aggregate for bodily injury and property damage. The deductible will not be more than \$50,000 unless prior arrangements are made with Clark County on a case-by-case basis; the criterion is the Contractor's liquidity and ability to pay from its own resources regardless of coverage status due to cancellation, reservation of rights, or other no-coverage-enforce reason.
- 19.2. 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.
- 19.3. 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.
- 19.4. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this contract shall be endorsed to waive subrogation against County, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to

a loss. Contractor hereby waives its own right of recovery against County, and if applicable, shall require similar written express waivers and insurance clauses from each of its subcontractors.

- 19.5. Worker's Compensation. As required by the industrial insurance laws of the State of Washington.
- 19.6. Proof of Insurance. The Contractor shall provide ACORD certificate(s) which includes the requirements listed above and shall assure that Clark County is listed as an additional insured. All policies must have a Best's Rating of A-VII or better. Failure to provide County proof of insurance within fifteen (15) days upon Contract execution is agreed by both parties to be a material breach of his Contract and may result in termination of this Contract pursuant to Paragraph four (4) above.
- 19.7. Change/Cancellation of Insurance. The County shall be given 45 calendar days' prior written notice, by certified mail, of any cancellation, lapse, reduction or modification of such insurance. Such notice shall be sent by mail to Clark County Public Health Grants and Contracts, Clark County, P.O. Box 9825, Vancouver, Washington 98666-8825 or by email to GCT@clark.wa.gov.
- 19.8. Performance Bond. The Contractor shall provide within 45 days of the County Board of Commissioners' approval of the Contract, and maintain at all times, a valid Contractor's Performance and Payment Bond or bonds and the letter of credit in an amount equal to 50% of the estimated annual revenues generated under the Contract. The security provided must be reasonably acceptable to the County. The bond, letter of credit or other similar instrument shall be issued for a period of not less than one year, and the Contractor shall provide a new bond, letter of credit or similar instrument, and evidence satisfactory to the County of its renewal, no less than 60 calendar days before the expiration of the bond, letter of credit or other similar instrument then in effect. Failure to renew the bond, letter of credit, or other similar instrument per the terms of the Contract shall constitute a Default pursuant to Section 6.1.1.e of the Terms and Conditions.
20. 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.
21. 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.

22. 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.
23. Dissolution of the County and Successor to the County. In the event that the County is dissolved or its solid waste functions and powers relative to the Contract taken from the County by legislative act, referendum of the people or by agreement, all of the duties, rights and remedies of the County under the Contract, including but not limited to all bonds, letters of credit, or similar instruments executed for the Contract shall remain in full force and effect and shall be transferred to either:
- 1) The successor to the County as specified by the legislative act or referendum by which the County is dissolved; or
 - 2) If no successor to the County is specified by the relevant legislation or referendum, the State of Washington; however, the Contractor may terminate its obligations under the Contract if the State of Washington does not agree to be bound by the provisions of the Contract.
24. 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 A
STATEMENT OF WORK

1. Background

Clark County is the fifth-most populous county in the State of Washington. As of 2023, the estimated county population was 527,400 and in the unincorporated areas of the County it was approximately 240,155.

2. Definitions

The following terms shall have the following meanings unless the context otherwise specifies or requires:

Administrative Fee: A monthly fee of \$0.40 assessed by the County for each residential yard debris customer billed by the Contractor for yard debris services as specified in this contract, will be collected by the Contractor as part of the collection rate.

Assisted Living Residential Facilities: For the purposes of this contract, assisted living residential facilities with kitchens for serving communal meals are considered commercial enterprises.

Burn Ban Service Area: Areas of Clark County affected by the October 2023 outdoor burning restrictions. These areas extend past parts of the Urban Service Areas. These areas are described in Appendix A yard debris service area map and may be amended.

Can: A watertight, galvanized, sheet metal or plastic container not exceeding 32 gallons in capacity, fitted with at least one sturdy handle and a tight cover equipped with a handle, such can to-be rodent and insect proof and to be kept in a sanitary condition at all times. Alternate container such as bags, boxes and bundles may be used in place of cans, provided that a can customer's primary receptacle shall always be a can or cart. Can weights shall not exceed 65 pounds for each 32 gallons of nominal capacity.

Cart: A plastic container on wheels with handles and a tight-fitting cover, capable of being mechanically unloaded into collection vehicles operated by the Contractor in accordance with this contract.

Contractor-supplied carts will have a capacity of 64 to 96-gallons. A decal supplied by the Contractor shall

be affixed or stamped designating the cart as yard debris only. County and Contractor may agree to substitute another sized cart for experimental purposes. Cart weights shall not exceed 65 pounds per 32 gallons of nominal capacity (e.g., a 64-gallon cart would have a weight limit of 130 pounds, a 96-gallon cart would have a weight limit of 195 pounds).

City or Cities: The City of Battle Ground, and City of La Center, Clark County, Washington. Collectively “the Cities.”

Commercial: All classes of service other than those provided to residences.

Container: A can, cart, or degradable bag.

Contractor’s Inventory: The equipment used by the Contractor to perform this contract. The Contractor’s inventory shall include but not be limited to collection and utility vehicles, carts, and computer equipment as described in or required under this contract.

Curb or Curbside: A location on a property, within five feet of the edge of a public street that does not block sidewalks, driveways, or on-street parking. If extraordinary circumstances preclude placement of a container at such a location, curbside shall be considered a placement suitable to the resident, convenient to the contractor’s equipment, and mutually agreed to by the County and Contractor.

Customer: Every person, firm, partnership, association, institution, and corporation subject to the services provided. The term shall also mean the occupant and/or the owner of the premises for which service herein mentioned is rendered.

Degradable bag: Any bag made of material that is biodegradable as compost, and that is approved by the County and the Contractor.

Educator: An individual designated by the Contractor who is available to provide assistance to the County with educational, informational and promotional events.

Food and vegetable waste: Poultry, fish, shellfish, bones, eggs and eggshells, cheese, dairy products, bread, baked goods, pasta, rice, beans, nuts, seeds, coffee grounds, filters, tea bags, vegetables and fruit, paper napkins and paper towels, pizza delivery boxes, table scraps, plate scrapings and leftovers.

Garbage: All putrescible and non-putrescible solid and semisolid wastes, including but not limited to rubbish, refuse, household animal waste, dead animals under 200 pounds, nonrigid pesticide containers (bags), rigid pesticide containers that have been properly decontaminated by jet or multiple rinsing, residential ashes, industrial wastes, swill, demolition waste, special waste and construction wastes, other materials and substances that may in the future be included in the definition of “solid waste” in ORS 459.005 or [RCW 70A.205.015](#) and discarded commodities that are placed by customers of the contractor in appropriate bins, bags, cans or other receptacles for collection and disposal by the Contractor. The term “Garbage” shall not include hazardous wastes, source-separated recyclables, or yard debris.

Hauler: Any G-certificated or franchised solid waste hauler licensed or permitted within the County to haul and dispose of solid waste within the County.

Meadow Glade Neighborhood Service Territory: Those areas within the Meadow Glade Neighborhood Association Boundaries as defined in Appendix A.

Multifamily Residence: A multiple-unit residence with five or more attached units or any residence with two or more units that has consolidated collection services and billing.

Private Drive: A privately owned or maintained way serving fewer than four residences or serving less than one residence for every 100 yards in length.

Private Road: A privately owned and maintained way that allows for access by a service truck, and which serves four or more residences.

Processor: A yard debris receiving, processing and composting facility approved by the County.

Program Manager: The Clark County Public Health Solid Waste Operations Program Manager.

Public Street: Any public way used by the public for travel, including alleys.

Residence, Residential: Any house, dwelling, multiunit residence, apartment house, trailer court or any building put to residential use.

Single-Family Residence: All one-unit houses, as well as duplexes, triplexes, fourplexes or mobile homes with individual collection and billing located on a public street, private drive or private road. Single-family residences located in an area that the County determines does not allow safe access, turn-around, or

clearance for collection vehicles or on a private drive will be deemed to be single-family residences if materials are set out adjacent to a public street or a private road.

Source-Separated Recyclables: In the Clark County Comprehensive Solid Waste Management Plan, and [RCW 70A.205.015](#), see definitions for “recyclable materials,” “recyclable commodity,” and “source separation.”

Surety: The company, bank, or other entity, authorized to do business in the State of Washington and approved by County, providing a performance bond, letter of credit or other similar instrument acceptable to County guaranteeing contractor’s performance under the contract.

Town: Town of Yacolt, Clark County, WA.

Unacceptable Materials: Except as approved by County, any food and vegetable wastes, household or hazardous wastes, plastic or plastic bags, construction debris, dirt, rocks, branches over four inches in diameter or five feet in length and stumps, non-approved compostable plastic bags, compostable plastic take out containers and utensils, paper plates, cups and cartons, coffee cups, fast food wrappers, packaging, take out containers and waxed paper, facial tissue, pet waste, large amounts of food grade grease, oil and liquids, fire place ashes, polystyrene foam products, metal, glass, and cork.

Urban Services Area: Areas established as a part of Clark County’s 20-Year Comprehensive Growth Management Plan which allow for the efficient provision of urban levels of governmental services. The Urban Growth Boundary (UGB) is the line designating the extent of the urban growth area.

Yard Debris: Per [\(RCW 70A.205.015\)](#). Plant material commonly created in the course of maintaining yards and gardens and through horticulture, gardening, landscaping or similar activities. Yard debris includes, but is not limited to, grass clippings, leaves, branches, brush, weeds and flowers. During the holiday Season (December/January), Christmas trees are included within this definition and shall be treated by the Contractor as a 32-gallon equivalent.

3. **Scope of Work**

3.1. General Collection System Requirements

3.1.1. Implementation and Operations Plan

Within two months of execution of this Contract, the Contractor shall submit a written Implementation and Operations Plan, addressing the subjects set forth in Section 3 of the Statement of Work, and topics listed in Appendix B. The Implementation and Operations Plan is to be approved by the County.

3.1.2. Changes to Service Area/Annexation

The County at their sole discretion may add territory to the service areas adjacent to current urban curbside collection areas. Upon mutual written agreement between the County and the Contractor, the service area may be expanded to include other areas of the County.

In the event of future annexations, the service area will be amended to reflect any changes resulting from the annexation. The Contractor is not entitled to any damages from the County that may result from future annexation.

3.1.3. Service Area

The service area for subscription yard debris collection service is all the areas within the County's adopted Urban Services Area, the Burn Ban Service Area, the Meadow Glade Neighborhood Service Territory, The Town of Yacolt and its surrounding Urban Services Area, within the City of La Center and its surrounding Urban Services Area, and within the City of Battle Ground and its surrounding Urban Services Area.

The Contractor shall not be obligated to provide service nor does the Contractor have any rights to provide service to Customers within the City of Battle Ground, City of La Center, or Town of Yacolt until the Contractor has been notified by the County. Such notification may be predicated on the basis that the City of Battle Ground, City of La Center, and Town of Yacolt have entered into an interlocal agreement with the County recognizing the subject matter of this Contract.

Contractor will service areas impacted by future changes in the Urban Growth Boundary (UGB) or the Burn Ban Service Area as requested by the County.

3.1.4. Unimproved Alleys/Private Roads

The Contractor shall collect yard debris in alleys and on private roads unless the County has approved a particular exemption from this requirement.

The Contractor shall provide to residences located on private roads or private drives the same level of service that those residences receive as of the date of the execution of this contract unless a resident requests a lesser level of service. If the Contractor believes that damage to the customer or its property or to the Contractor's employees, equipment and/or real property of Contractor or customer may occur from entering onto a private road or private drive, the Contractor shall obtain permission and a damage waiver from affected property owners in writing in a form acceptable to the County on a case-by-case basis.

If Contractor believes such service will cause harm and customer declines to sign a damage waiver and customer refuses to transport the yard debris container to the curb, the Contractor shall forward the pertinent information to the County. The County will notify the customer of their options and the course of action that the County will request the Contractor to take. The Contractor may also, upon the prior permission of the County, provide Saturday collection services to customers.

In the event that the Contractor reasonably believes that a private road or drive cannot be safely negotiated or that providing walk-in service is impractical due to distance or unsafe conditions, the Contractor may request that the County evaluate on-site conditions and determine the best approach for providing safe service to the customer. The County's decision shall be final, provided that the Contractor shall not be required to endanger workers, equipment, or property.

3.1.5. Hours/Days of Operation

Yard debris collection in residential areas (including collection from both single-family residences and multifamily residences) shall be made between the hours of 6:30 a.m. and 6:30 p.m., Monday through Friday, unless the County in writing authorizes a temporary extension of hours or days. If customer complaints are received by the County or the Contractor regarding the 6:30 a.m. start, the Contractor shall re-sequence the route to accommodate said customer provided the re-sequence is possible without increasing contractor's cost of service and subject to rescheduled pickup times compatible with contractor's operations. Saturday collection is allowed only to the extent necessary as a result of make-up collections and holiday and inclement weather schedules.

3.1.6. Contractor Performance

The Contractor and its officers, employees, agents, and subcontractors shall perform every act or service to be performed under the contract in a skillful and competent manner in accordance with the recognized standards of the solid waste collection, transportation, and recycling industries. The Contractor shall be responsible to the County for any errors, deficiencies, or failure to perform its obligation under the Contract.

The Contractor's employees and agents shall be courteous, refrain from loud or obscene language, exercise due care, perform their work without delay, minimize noise, and avoid damage to public or private property. If on private property, employees shall follow the regular pedestrian walkways and paths, returning to the street after replacing empty containers. Employees and agents of the Contractor shall not trespass or loiter; cross flowerbeds, hedges, or property to adjoining premises; or disturb property that is not necessary to carry out the Contractor's obligations under this contract. While performing work under the contract, employees and agents of the Contractor shall wear a County-approved professional and presentable uniform with an identifying badge or emblem visible to the average observer.

If any person employed or retained by the Contractor to perform any services required under this contract is, in the opinion of the County, incompetent, disorderly or otherwise unsatisfactory, the County shall promptly document the incompetent, disorderly or unsatisfactory conduct in writing and transmit the documentation to the Contractor with a demand that such conduct be corrected. The Contractor shall investigate any complaint from the County regarding any unsatisfactory performance by any of the contractor's employees or agents. If the conduct that is the subject of a complaint is repeated, the County may require that the person be prohibited from performing any additional work under this contract. If the County requests that a person be prohibited from performing services required under this contract, the Contractor shall take all steps necessary to carry out the County's request within three business days following notice from the County consistent with collective bargaining and/or state and/or federal employment practice requirements.

On request, the Contractor shall submit to the County all sections of its employee handbook and any other employment agreements that are relevant to the contract.

3.1.7. Holiday Schedules

The Contractor shall not provide collection services on New Year's Day, Thanksgiving, or Christmas Day (collectively, "holidays"). Instead, collection services shall be provided on the following day, with the following day's collection services provided on the next day, and so forth, ending with Friday's collection on Saturday. When a holiday falls on a weekend, the collection schedule for the following week shall remain unchanged.

The Contractor shall be responsible for public education related to holiday schedules, including the discussion of holiday policies in written materials and press releases prior to holidays. At a minimum, the Contractor shall issue a press release prior to holidays to all major local media describing the schedule changes.

3.1.8. Inclement Weather

In the event of inclement weather, the Contractor shall follow the collection protocols established by the approved Implementation and Operations Plan. The approved collection protocols shall address inclement weather conditions that the Contractor, acting in its reasonable discretion, determines that collection of yard debris could result in danger to the contractor's staff, area residents, or property. The Contractor shall collect only in areas that in its reasonable discretion do not pose a danger to life or property. The Contractor shall notify the County, on the same business day, of the areas not served as a result of inclement weather. The Contractor shall coordinate inclement weather decisions with applicable recycling service providers and other garbage collection providers where applicable.

The Contractor shall collect yard debris from customers whose service was interrupted as soon as weather conditions no longer pose a danger to life or property. Following a service interruption due to inclement weather, the Contractor shall use additional collection shifts and Saturday collections if needed to collect all yard debris from residential single-family and multifamily customers whose service was interrupted. The Contractor shall collect reasonable accumulated amounts of yard debris from customers at no extra charge.

If the event that an interruption of service extends for several days, Contractor shall coordinate inclement weather decisions with applicable recycling service providers and other garbage collection providers. Upon County approval, collection schedules may be delayed

until the following week. Affected customers shall be allowed to set out up to 192 gallons in any combination of containers.

3.1.9. Suspending Collection from Certain Customers

The Contractor shall use commercially reasonable efforts to provide yard debris collection service to all customers in the applicable service areas. However, upon the County's written approval, the Contractor may deny or discontinue service to a customer if the County, at their discretion, determines that a customer's acts or omissions warrant the denial or discontinuance of service.

With prior written notice, service may be discontinued to multifamily customers with accounts due past 60 days. The Contractor shall not initiate collection agency procedures on accounts prior to their becoming 60 days past due but may use other traditional collection notifications by telephone or in writing 30 days after the initial invoice. The Contractor is allowed to pursue any lawful remedies, including debt collection services, to collect funds due for services provided to multifamily customers.

If a residential customer is unable to pay for all services received, the Contractor shall develop a mutually satisfactory payment plan. For residential customer accounts that are 45 days past due, the Contractor is allowed to pursue all lawful remedies, including debt collection services, to collect funds due for services provided. The Contractor may stop providing service to the customer after the account is 45 days past due, provided that the Customer has received 15 days written notice which was preceded by 15 days verbal notice. The Contractor shall not initiate collection agency procedures on accounts prior to their becoming 45 days past due. The Contractor may, however, use other traditional collection notifications by telephone or in writing when the residential customer is 15 days after the past due deadline.

3.1.10. Missed Collections

The Contractor shall collect all yard debris in accordance with this contract. If the Contractor reasonably determines that it is not required to collect certain yard debris that has been set out for collection, the Contractor shall place in a prominent location a notification tag that identifies the reason for rejecting the materials for collection. Failure to provide

equivalent proper notification to customers of the reason for rejecting materials for collection shall be considered a missed collection subject to liquidated damages.

The failure of the Contractor to collect yard debris as required under this contract, which determination shall be in the County's reasonable discretion, shall be considered a missed collection, and the Contractor shall collect the materials from the customer by the conclusion of the next business day following the Contractor's receipt of notification of the missed collection. If the Contractor is notified of a missed collection by 9 a.m. the following day, the missed collection shall be collected that same day. If the Contractor is notified of a missed collection by 5 p.m. Friday, the missed collection shall be collected the following business day, provided that customers missed on Friday may request and receive Saturday collection. The Contractor shall maintain an electronic record of all calls related to missed collections and the response provided by the Contractor (see Section 3.1.10 of the Statement of Work). Such records shall be made available for inspection by the County and shall be included in monthly reports.

In the event the Contractor fails to collect the missed collection by the conclusion of the next business day following receipt of notice, the County or its agents may collect and transport the materials. The Contractor shall be liable to the County for applicable liquidated damages. If a customer requests that a Contractor make a return trip collection due to no fault of the Contractor, the Contractor may charge the customer an extra fee for this service, but only if the Contractor notified the customer of this charge before making the trip.

3.1.11. Same-Day Collection

Garbage and yard debris collection shall occur on the same regularly scheduled day of the week for single-family residential customers under current routing systems. If routing systems are substantially changed by the G-certificated hauler licensed by the State of Washington, this provision shall be renegotiated with the County. Multifamily yard debris collection need not be scheduled on the same day as garbage collection.

3.1.12. Requirement to Compost

The Contractor shall deliver all uncontaminated yard debris and or acceptable materials to County-approved processing facilities unless the County grants exemptions from this requirement. All yard debris and or acceptable materials must be composted after processing

except that large woody materials may be utilized for energy recovery as hog fuels. The disposal of contaminants separated during processing is acceptable to the extent that it is unavoidable and consistent with industry standards.

Contaminated and or unacceptable materials shall not be collected and shall be left in the customer's container with a tag or notice explaining the reason for rejection.

3.1.13. Routing, Notification and Approval

The Contractor shall indicate, on a map or maps acceptable to the County, the day of the week that yard debris shall be collected from each residential neighborhood. The Contractor shall also provide to the County, on request, a list of all customers sorted by street address and a separate list sorted by route, day and sequential collection order.

The Contractor is required to follow the garbage hauler's collection schedule as specified in Section 3.1.11 of the Statement of Work. The Contractor shall consult with the garbage hauler prior to developing initial routing or modifications to existing routing.

The Contractor may modify its collection schedule by giving notice to the County and affected garbage and recycling contractors at least 30 days before the effective date of the proposed change. Upon County approval, the Contractor shall provide affected customers with at least 14 days' notice of pending changes in collection schedules and may include both mailed notices and notices affixed to customer container. The proposed changes and the form of notice to the customer must be approved by the County.

3.1.14. Equipment Age/Condition

Collection equipment and vehicles shall be provided in adequate numbers to perform collection services outlined in the Contractor's proposal. Vehicles will be specially equipped to empty roll carts.

Vehicles used in the performance of this contract shall be maintained in a clean and sanitary manner.

All collection equipment and other vehicles used to perform services under this contract shall be maintained and operated in good condition at all times. All parts and systems of the

collection vehicles shall operate properly and be maintained in a condition satisfactory to the County. The Contractor shall use commercially reasonable efforts to maintain collection vehicles so that no liquid is discharged from the vehicles except at an approved transfer site or approved compost facility. Any equipment not meeting these standards shall not be used for services under this contract until repairs are made.

The Contractor shall complete a full safety inspection of each vehicle used to perform services under this contract at least once a year. The Contractor shall have emission testing performed on collection vehicles in accordance with applicable law. The inspection shall be documented and signed by the inspecting mechanic. Inspection records shall be made available, on request, to County representatives.

No advertising shall be allowed on Contractor vehicles, other than the Contractor's name, logo, and customer service telephone number, which shall be placed on all collection and service vehicles used by the Contractor. Promotional signage shall be placed on each side and on the rear of each collection vehicle. Special promotional messages for recycling and yard debris collection may be permitted, upon prior approval from the County.

All Contractor route, service and supervisory vehicles shall be equipped with properly licensed two-way radios, cellular telephones, or other forms of electronic communication devices. The Contractor shall maintain an electronic communication system capable of reaching all collection areas.

All collection trucks must be equipped with camera system that includes forward looking, back looking, and an interior view. System must include the ability to record and retain the video feed.

Collection vehicles used by Contractor in performance of this contract shall not be used for other purposes without prior notification to County.

Availability of Collection Vehicles

Collection vehicles used by the Contractor in the performance of this contract shall not be used for other purposes, including other residential or commercial collection services, without prior notification to the County, provided, however, that use of such vehicles for collection of commercial recycling within Clark County and temporary emergency backup in the Portland Metropolitan Area shall not require prior notification to the County. If the

Contractor intends, at any time, to use a collection vehicle for purposes other than performing the Contractor's obligations under this contract, the Contractor must notify the County within four hours after sending the collection vehicle to the non-contract work. Notification must include the identification number of the collection vehicle, the nature of the use to which the vehicle will be put, the expected duration of such use and the locations where such use will occur.

In the event of a default, the Contractor shall allow the County to use the contractor's inventory to continue collection services within the County for a period of up to six months unless County has obtained a third party to perform contractor's work under this contract. In the event of such an occurrence, the County shall pay the contractor prevailing market rates for the use of the equipment, based on the equipment's age and condition as stated in Appendix H.

In no event shall the exercise of rights under this section be interpreted to impair the County's exercise of eminent domain authority under applicable law.

3.1.15. Collection Containers

3.1.15.1. Contractor-Supplied Carts

3.1.15.1.1. Purchase and Ownership of Carts

Carts purchased by the previous Contractor and in the possession of the customers are the property of the County. Contractor will fund 100% of the purchase of all subsequent carts. Upon termination of this contract, ownership of all carts shall vest in or remain with the County.

Beginning January 31, 2025, through the term of the contract, the contractor shall include a summary of cart activity in the annual report.

3.1.15.1.2. Cart Delivery

Contractor-supplied carts will be delivered within seven business days of customer subscription unless prevented by circumstances outside the control of contractor as provided in Section 3.1.7 of the Statement of Work.

3.1.15.1.3. Cart Condition/Repair/Replacement

Each contractor-supplied cart shall be maintained in good condition for material storage and handling, shall not contain jagged edges or holes, shall have working wheels or rollers, and shall be equipped with an antiskid device or sufficient surface area on the bottom of the cart to prevent unwanted movement. The carts shall be provided with instructions for proper use, including a list of any acts that would void manufacturer warranties, such as placement of hot ashes in the cart and procedures to follow to minimize the risk of fires. Carts shall have permanent serial numbers that shall be recorded by the Contractor to assist the Contractor and law enforcement officials with tracking and recovering lost or stolen carts.

Within six months of contract approval, the Contractor shall complete an inventory of all contractor-supplied carts and assess the condition of the carts. The Contractor shall prepare and submit a report to the County detailing the results of the cart inventory and assessment within one month of completing the project. Collection crews shall note damaged hinges, holes, poorly functioning wheels, and other similar needed cart repairs and forward repair notices to the Contractor's service personnel. Cart repairs or replacement shall be made within three business days after observation by crews or notification to Contractor. If the Contractor provides the customer with two 32-gallon capacity degradable bags for temporary storage, the Contractor is allowed up to seven business days to replace or repair the damaged or missing cart.

Any contractor supplied-cart damaged or missing on account of an accident, force majeure, fire, or vandalism by anyone other than the customer to whom the cart was assigned shall be repaired or replaced no later than the third business day after notice from the customer or County. If the Contractor provides the customer with two 32-gallon capacity degradable bags for temporary storage, the Contractor is allowed up to seven business days to replace the damaged or missing cart. Replacement carts may be used or reconditioned but shall be clean

and otherwise presentable. The Contractor shall provide all repairs and replacements not due to a customer's negligence or willful acts or omissions at no charge to the customer or County. Customers who misuse or damage contractor-supplied carts intentionally may be assessed a County-approved replacement charge as set forth in Appendix C. If a customer reports to the Contractor that a contractor-supplied cart has been lost or stolen, the Contractor shall provide one replacement at no cost to the customer and no cost to the County. Payment for replacement of subsequently reported lost or stolen contractor-supplied carts shall be the responsibility of customer. If customer requests a replacement cart from the Contractor, the Contractor may charge the actual replacement cost of the contractor-supplied Cart in accordance with Appendix C.

Carts provided for yard debris collection shall conform to the colors specified in Appendix G. Changes in cart colors shall be approved, in advance, by the County.

3.1.15.2. Customer-Owned Containers

Customers may supply containers for additional volumes beyond the contractor-supplied cart. Upon customer request, the Contractor shall make available carts for sale at current cost. On-call customers who purchase carts from the Contractor shall have the option of paying a monthly rental fee or having the monthly rental fee deducted from the monthly bill. On-call customers that opt out of the monthly rental fee are responsible for repair and replacement of the cart due to normal wear and tear. All non-standard carts, i.e. those not provided by the Contractor, must be approved by the Contractor in order that carts are compatible with Contractor collection equipment. Customer containers must be either rigid plastic or metal cans with lids and handles or degradable bags. Contractor crews shall handle all containers in such a way as to minimize undue damage or loss of lids. The Contractor shall be responsible for unnecessary wear and tear to customer-owned containers.

All material collected by the Contractor shall be completely contained in collection vehicles at all times except when material is actually being loaded. Hoppers on all collection vehicles shall be cleared frequently to prevent spillage.

3.1.16. Spillage

Any spillage of materials that occurs during collection or transport shall be immediately cleaned up by the Contractor at its expense. Upon County or reasonable Customer request, the Contractor shall return to clean up spillage at its expense. Spillage not immediately collected by the Contractor shall be cause for liquidated damages in accordance with Section 6.2.1 of the Terms and Conditions.

3.1.17. Pilot Programs

The County may wish to test and/or implement one or more new developments in waste stream segregation, materials processing, or collection technology at some point during the term of the Contract. The County will notify the Contractor in writing at least 90 days in advance of the anticipated implementation of a pilot program to be performed in one or more collection routes or of its plans to utilize a new technology system throughout the County.

As part of the initial proposal for this Contract, the Contractor proposed, in Section IIC.5 of Contractor proposal, a pilot program, minimum of one year with up to two collection routes for the collection of food and vegetable waste. The total approved cost associated with the Contractor proposed a minimum of one-year pilot program is \$_____. The cost of the pilot program has been included in the Contractor's compensation in accordance with the rates established in Appendix C. The proposed cost of the Contractor proposed pilot program is subject to the annual inflation adjustment set forth in Section 4.1 of the Terms and Conditions. Pilot program costs that exceed the proposed \$_____ (adjusted for annual inflation) will be paid by the County.

Implementation of a food and vegetable waste pilot program is at the sole option of the County. After July 1, 2030, the County may opt to not implement the pilot program during the remaining life of the Contract. County shall notify Contractor of County decision to not implement pilot program. Upon receipt of notification, the Contractor shall provide a lump-sum reimbursement to the County for the approved cost of pilot program plus any

accumulated funds generated by the annual adjustments for inflation. The County may instead determine that the \$_____ (adjusted for annual inflation) be applied to another pilot program. The amount may also be paid through a reduction in the Contractor's annual compensation adjustment if mutually agreed by the Contractor and the County.

Amendments to the pilot program initiated by the County or Contractor that result in adjustments to Contractor compensation shall be negotiated in good faith by the parties hereto and approved by the County prior to implementation.

Additional contractor-initiated pilot programs require prior written notification to and approval on the part of the County. Contractor-initiated pilot programs will be performed at no additional cost to the County or the contractor's customers.

3.1.18. Disruption Due to Construction

The County reserves the right to construct any improvement or to permit any such construction in any street or alley in such manner as the County may direct, which may have the effect for a time of preventing the Contractor from traveling on its accustomed route or routes for collection. Contractor shall, however, in the most expedient manner, continue to collect yard debris to the extent feasible as though no interference existed upon the streets or alleys normally traversed. Despite any street construction, the Contractor shall use its commercially reasonable efforts to maintain service levels at no extra expense to the County or the contractor's customers.

3.1.19. Safeguarding Public and Private Facilities

The Contractor shall use its commercially reasonable efforts to protect all public and private facilities and utilities whether located on public or private property, including street curbs. If such facilities, utilities or curbs are damaged by reason of the Contractor's negligent operations, the Contractor shall notify the County immediately of all damage and the Contractor shall repair or replace same to the County's satisfaction, or if the Contractor fails to make such repairs, the County shall cause repairs or replacement to be made and the cost of doing so shall be billed to Contractor. However, Contractor shall have no liability for damage caused by its operations to utility infrastructure located at heights contrary to the building code requirements or for damage to facilities contained in roadways or other public and private spaces in violation of building code and/or applicable land use requirements.

The Contractor shall not be responsible for damage to utilities located at improper heights or for facilities located in the road right of way, such as basketball hoops located on public or private roadways. The County shall not be liable for any damage to property or person to the extent caused by the Contractor, and the Contractor shall indemnify, defend, and hold the County harmless from any such claims.

3.1.20. Company Name

The Contractor shall use the firm name of _____ and shall not use a different name without prior approval. Such approval will not be unreasonably withheld.

3.2. Yard Debris Collection Service

3.2.1. Subject Materials

The Contractor shall collect up to 96 gallons of yard debris from each participating unit in a single-family or multi-family residence in accordance with the rates established in Appendix C. However, the Contractor can reject materials not meeting the definition of yard debris including materials in plastic bags, but only if the Contractor tags the materials with an appropriate problem notice.

In the event a customer sets out a quantity in excess of 96 gallons of yard debris, the Contractor shall note excesses and assess customer an additional fee in accordance with Appendix C for each 32-gallon equivalent of excess material.

3.2.2. Subject Materials

Yard debris customers shall be provided with a 64-gallon or 96-gallon, nominal-sized cart as part of the basic service. Yard debris carts shall have durable stickers affixed with a County-approved logo. The Contractor shall be responsible for ordering, assembling, providing, and affixing instruction decals, maintaining inventories, distributing, and maintaining carts. Ownership of the carts shall vest in or remain with the County upon the termination of the Contract.

Extra yard debris that does not fit in the contractor-supplied cart shall be placed by the customer in a customer-owned container or tied into bundles. Customers choosing to use

their own cans or carts for excess yard debris shall be provided durable stickers by the Contractor that clearly identifies the cans or carts contents as yard debris. The Contractor shall have the degradable bags available for sale at its customer service office at a price mutually agreed to by the Contractor and the County. Upon request, the Contractor shall provide customers with a list of degradable bag brand names and the location of local retail outlets which are known to stock the degradable bags.

Additional information concerning cart delivery and condition/repair/replacement is contained in Section 3.1.15.1 of the Statement of Work.

3.2.3. Specific Collection Requirements

Yard debris materials shall be collected every-other-week, 12 months a year, from all single-family residences on the same day as garbage collection. The Contractor shall notify customers of impending schedule changes after obtaining County approval for such changes and before implementing those changes. The Contractor shall also provide subscription-based on-call yard debris collection service to residential customers at the rates set forth in Appendix C.

Customers setting out more than 96 gallons of nominal capacity (i.e., one 64-gallon and one 32-gallon can, or one 96-gallon cart) of yard debris on their regular collection day may be assessed an additional charge, in accordance with Appendix C.

Yard debris initially set out by customers shall be in the 64-gallon or 96-gallon cart provided by the Contractor or owned by the customer; an extra 32-gallon can, degradable bag or tied bundle may be set next to the cart. If degradable bags are used, the Contractor shall collect the bag and its contents in the collection vehicle. Brushy material (equal to or less than four inches in diameter) must be bundled and tied into a size no more than five feet long and two feet in diameter if not fully contained in a container. For materials that are bundled, non-degradable tie straps shall be removed from the bundle before placement in the collection vehicle and left behind or disposed of by the Contractor depending upon the type and condition of the strap after its use.

Placement of the yard debris at the curb shall be suitable to the resident, convenient to the Contractor's equipment, and mutually agreed to by the County. Carts and other containers

shall be thoroughly emptied and then returned to their original designated position. Carts shall be left with the lids closed.

Yard debris customers who terminate service and restart yard debris service within one year after the termination of their prior service shall be assessed a service restart fee in accordance with Appendix C. Additionally, upon restart of yard debris service, customers shall have the choice of paying a cart redelivery fee (“cart delivery, subsequent”) in accordance with Appendix C or customers may pick up their cart directly from Contractor at no charge.

The Contractor shall offer customers the opportunity to stop service for vacations. Service stops will be offered for a minimum period of two weeks. Customers shall be allowed up to a maximum of three service stops per calendar year.

Multifamily customers shall be offered on-call and regular yard debris collection services similar to the single-family residential yard debris program. Those Multifamily Customers able to meet the requirements of the single-family residential yard debris program may use the residential program and be charged the single-family residential yard debris rates as set forth in Appendix C. Tenants that pay their own garbage bills at multifamily residences may subscribe for yard debris collection services and shall be responsible for payment.

3.2.4. Special Collection Service

The Contractor shall provide special collection service to customers that are not able to carry their Container to the curbside due to physical handicap, disability, or infirmity in cases where no other resident of the household is capable of carrying the containers to the curbside. The Contractor shall screen applicants based on a criteria approved by the County to determine qualification for the special collection service. The Contractor shall receive no additional compensation for providing this service.

3.3. Responsibility of Participants

3.3.1. The County’s Responsibilities

The County will be responsible for:

- a) Administering the project overall and providing final approval of Contractor activities.
- b) Reviewing and approving the Contractor's public information materials.
- c) Monitoring and evaluating collection operations with the cooperation of the Contractor.
- d) Reviewing and approving rate modifications due to changes in the Inflation Adjustment Factor as specified in Section 4.1 of the Terms and Conditions.
- e) Reviewing and approving collection day changes.
- f) Holding monthly or more frequent operations meetings with the Contractor and/or joint meetings with the Contractor, County, City, and other solid waste disposal and collection providers as may be required.

3.3.2. Contractor's Responsibilities

The Contractor shall be responsible for:

- a) Collecting and transporting yard debris from residential and multifamily customers in the yard debris service area under this contract and delivering all yard debris collected under this contract to County-approved facilities.
- b) Performing all public information, customer service, billing, and reporting functions.
- c) Procuring all equipment and bearing all start-up, operating, disposal, processing and maintenance costs for collection, transportation and processing of yard debris, including proper safety equipment and insurance for vehicles and workers.
- d) Providing and supervising all personnel necessary to accomplish all its obligations under this Contract, including but not limited to personnel to collect materials, maintain equipment, and provide customer service and billing functions. All personnel associated with this contract and hired after the date of this contract shall

be subject to Clark County employee verification requirements through the Department of Homeland Security's E-verify system.

- e) Operating a maintenance facility to house and service collection equipment and acquiring all necessary land use, building, operating, and business permits and licenses.
- f) Submitting all informational materials for public release to the County for review and approval prior to release.
- g) Complying with all applicable laws, rules, and regulations.
- h) Meeting all nondiscrimination and OSHA/WISHA standards and all applicable environmental standards and regulations.
- i) Providing a safe working environment and comprehensive liability insurance coverage. Proof of this insurance shall be submitted to the County annually.
- j) Providing a valid Contractor's Performance and Payment Bond or Letter of Credit. Contractor shall submit proof of this bond or Letter of Credit to the County annually.
- k) Securing the written approval of the County and surety before assigning, subcontracting, or delegating duties.
- l) Providing route maps to the County indicating the day of week.
- m) Submitting collection day changes to the County for prior review and approval.
- n) Submitting notices to the media regarding modifications to the collection schedule due to inclement weather.
- o) Maintaining vehicles and facilities in a clean and sanitary condition as reasonably determined by the County.
- p) Meeting all County reporting requirements.

3.4. Customer Service

The Contractor shall be responsible for providing all customer service functions, including informing customers of current services and charges, handling customer subscriptions and cancellations, receiving and resolving customer complaints promptly, dispatching special collections, and billing. These functions shall be provided at the Contractor's sole cost with such costs included in customer charges in accordance with Appendix C.

3.4.1. Location of Customer Service Office and Telephone Line

The Contractor shall maintain an office within Clark County, Washington. The Contractor's office hours shall be open at a minimum from 8 a.m. to 5 p.m. daily, except Saturdays, Sundays and holidays defined in Section 3.1.7 of the Statement of Work. Representatives shall be available at the Contractor's local office during office hours to communicate with the public and County representatives.

The Contractor's office and customer service assistance shall be accessible with a local phone number. The Contractor shall maintain an emergency telephone number to allow customers to contact the Contractor outside of normal business hours. The Contractor shall have a representative, or an answering service to contact such representative, available at said emergency telephone number during all hours other than normal office hours.

3.4.2. Customer Service Requirements/Standards

The Contractor shall maintain a customer inquiry and information service and a telephone answering system. In addition, the Contractor shall provide customers with a local e-mail address for customer service and information inquiries. During regular office hours, the Contractor shall supply enough lines and customer service representatives to adequately handle the number of calls received. The Contractor shall record in a computerized daily log all complaints and customer issues, including date, time, complainant's name, and address, if the complainant provides this information, and the date and manner of resolution of the issue. Any such calls received via the Contractor's answering service shall be recorded in the log by the end of the following business day. This log shall be available for inspection by County representatives during the Contractor's office hours and shall be electronically

accessible to the County at all times during normal business hours; the computer log shall be in a format approved by the County.

All incoming calls shall be answered promptly and courteously. A customer shall be able to talk directly with a customer service representative and be able to receive recorded service information when calling the Contractor's customer service telephone number. Upon receipt of customer complaints in regard to busy signals or excessive delays in answering the telephone, the County may request, and the Contractor shall submit a plan to the County for correcting the problem. Once the County has approved the plan, the Contractor shall have 30 days to implement the corrective measures. Reasonable corrective measures shall be implemented without additional compensation to the Contractor. The Contractor shall provide telephone access to the customer 24 hours a day, every day, at least by a computerized answering system or service. The Contractor shall answer customer calls within 2.5 minutes on an averaged basis. This average is to be calculated on a monthly basis, averaging all call wait times occurring within the given month and comparing that monthly average to 2.5 minutes. Customer calls are to be directed to a menu of options with an option by the customer to leave information to a message center if desired. The Contractor shall on a daily basis track and on a monthly basis report daily peak "on-hold" time and daily average "hold time". All telephone generated "call backs" shall be attempted a minimum of one time prior to 5:00 p.m. on the day of the call. All e-mail generated "call backs" shall be attempted a minimum of one time within 24 hours of receipt (excluding weekends). If the customer is not contacted on the first attempt, the Contractor shall make subsequent attempts on the next business day after the original call or e-mail. A minimum of three attempts are to be made within 24 hours for telephone generated calls and 48 hours for e-mail generated contacts. If the Contractor is unable to reach the customer on the next business day, the Contractor shall contact the customer through other appropriate means. All attempts to contact the customer shall be recorded on the log kept by the Contractor.

Contractor will make all reasonable efforts to meet customer service standards described in this section and in the Implementation and Operations Plan. Should Contractor fail to meet customer service standards for two consecutive months, the County, using reasonable discretion, may issue a notice of correction requiring Contractor to develop a customer service improvement plan approved by the County. Failure to comply with the terms of the approved customer service improvement plan may result in liquidated damages consistent with Section 6.2.1 of the Terms and Conditions.

Contractor shall provide customers with internet access via a local content website with online billing capabilities, local customer service information, local 24-hour telephone number and an e-mail address accessible to customers at all times barring uncontrollable circumstances. The design and content of the website will be mutually agreed-upon and approved by the County. Contractor shall also have the capability to update the website during weekends, evenings & holidays.

The Contractor shall designate a customer service representative for County staff to communicate with on a regular basis regarding customer issues. County staff will relay customer issues to the designated customer service representative by telephone, e-mail or other acceptable methods. If the designated customer service representative is not available, County staff will leave a telephone message and/or e-mail message for the customer service representative. The designated customer service representative shall make a reasonable effort to contact County staff to acknowledge receipt of this message on the same business day that the message was left. The designated customer service representative shall resolve the customer issue and then contact the County staff to report how, when, and the manner in which the issue was resolved.

The Contractor shall provide additional staffing and extended office hours during the mobilization and transition period at the beginning of the contract as mutually agreed to in the Implementation and Operations Plan to ensure that sufficient staffing is available to minimize customer waits and inconvenience. The Contractor shall receive no additional compensation for increased staffing levels during mobilization and transition.

The customer service phone number shall have a local exchange prefix and be clearly shown on the collection equipment, web site and local telephone directory. The customer service phone number shall be distributed to all participants, along with the initial informational brochure, with container delivery and upon customer request.

The Contractor shall provide sufficient trained personnel to set up and operate the customer service line so that the program proceeds smoothly, without interruption or delay, according to the agreed collection schedule.

If new, independent yard debris programs are initiated by the Contractor and use the same customer service line, customer service line staffing and phone system capacity will be expanded so that customers receive no lessening of service.

As between the Contractor and the County, the ownership of the customer service line phone number shall revert to the County upon termination of this Contract.

The Contractor's customer service personnel shall be reasonably knowledgeable of all solid waste services and rates provided by other haulers and Contractors within the County. Customer service representatives shall assist customers with selecting solid waste services that, in the customer service representatives' reasonable opinion, best meet the customers' needs including suggesting reduction in garbage service levels to offset the cost of yard debris. Customer service representatives shall remain courteous and informative at all times.

If repeated complaints are received regarding a specific customer service person, the County will notify the Contractor and require a remedy, including, but not limited to, additional staff training, job rotation to a different (non-customer orientated) position, and as last resort permanent removal from the position, subject to the Contractor's collective bargaining agreement, if any, and employment manual/handbook provisions on employee discipline consistent with Washington and/or federal law.

Contractor shall provide for a website(s), either directly, through a third party or in partnership/coordination with the County, the City of Vancouver or other local governments, and other service providers (if relevant). The website(s) must be readily accessible to those customers with internet access. The website(s) shall feature local collection service and related content with online billing capabilities, local customer service information such as 24-hour telephone number and email contacts, and be accessible to Customers at all times, except for scheduled maintenance periods.

Contractor shall also provide on their local website or on a third party/partnership website linked to the Contractor's and/or other partners' websites, customer service information related to collection schedules for yard debris. This website shall be compatible with or also include garbage and recycling services throughout the service area, so the customer has access through one website schedule information for all residential collection services. This information should include calendar information of collection activities that is specific to a residence address and services.

The electronic calendar application should also be accessible and optimized for customers viewing on mobile smart telephones and other mobile platforms. The application shall offer

customers the option for notifications and reminders in advance of their scheduled collection dates. Ability to include additional information is preferred. The Contractor shall use commercially reasonable efforts to complete the calendar application by August 1, 2025.

The design and content of these website(s) and on-line collection calendar services and provider arrangements will be mutually agreed-upon and approved by the County.

3.4.3. Recycling Contractor Access to Information

Upon approval of County, the Contractor shall provide the County with electronic access to pertinent customer service information (including services provided by other contractors). The Contractor shall provide all necessary equipment and software for customer service inquiries at no charge to the County's recycling contractors or the County. This information shall include customer names, customer contact (if different), service address, contact address (if different), phone number, service level, and account status (e.g., current, past due, suspended). This access may be read-only to protect the integrity of the Contractor's database. The Contractor's database access system shall include an e-mail component. This requirement can be fulfilled if access is available to the County per Section 3.4.2 of the Statement of Work. The County agrees to maintain the confidentiality of any such data supplied by Contractor subject to all applicable public disclosure law requirements including County notification of Contractor on request for customer service information.

3.4.4. Monitoring and Evaluation

The Contractor shall initiate and maintain a program, acceptable to the County, in place to monitor and evaluate the quality of customer service and to determine overall customer satisfaction with the Contractor's services. Monitoring and evaluation methods shall include conducting random customer surveys and periodically monitoring customer service. The County reserves the right to periodically monitor and review the performance of the Contractor's customer service. The Contractor shall work with the County to ensure that high levels of customer service are demonstrated throughout the contract term.

3.4.5. Customer Billing Responsibilities

The Contractor shall be responsible for all billing functions related to the collection services provided under this contract and shall provide an accounting system that is acceptable to the

County. The Contractor may bill customers every month, every other month, quarterly or at other intervals agreed to in writing by the County and the Contractor. In no event shall the collection rate include charges for services to be rendered after the payment due date. Billing and accounting costs associated with customer invoicing will be borne by the Contractor and included in the collection rate. The Contractor may bill customers a County-approved late payment and NSF check charges, as well as the costs of bad debt collection.

The Contractor shall be responsible for the following:

- a) Generating program bills. Bills must include a statement indicating current service levels, taxes (if applicable) and payments.
- b) Accepting, processing and posting payment data each business day.
- c) Providing the County with a monthly accounts receivable aging analysis, including number of accounts past due and dollar amount past due.
- d) Accepting and responding to customer request for service changes.
- e) Collecting unpaid charges from customer for collection services.
- f) Coordinating with other County service providers such as garbage haulers and recycling contractors.
- g) Including four bill inserts per year as requested by the County at no additional compensation to the Contractor.
- h) Accepting and processing electronic payments from customers.

The Contractor shall have procedures in place acceptable to the County to minimize the potential for the loss or damage of the account servicing (*e.g.*, customer service, service levels, billing history) database. The Contractor shall ensure that a daily backup of the account servicing data base is made and stored off-site.

Upon five (5) working days written notice, the Contractor shall provide to the County customer information and history directly related to the program, including but not limited to customer addresses, service levels, and current account status (if applicable).

By August 1, 2025, the Contractor shall provide an approved form of electronic data transmission allowing authorized County staff read-only access to the Contractor's customer service database via modem or other method acceptable to the County. This access will be used to assist the County with resolving customer service problems, evaluating service levels for technical assistance programs and other functions. The Contractor may limit access to business hours, institute password protections, restrict access to inquiries only, and take other reasonable precautions to ensure the integrity of the Contractor's customer service database. In addition to allowing database inquiry, the dedicated line shall also provide an e-mail function to facilitate County-Contractor communications. Failure to provide access as described above may result in liquidated damages being assessed by the County.

Upon five business days' written notice, the Contractor shall provide the County with a paper or electronic copy of the requested customer information and history, including but not limited to Customer name, addresses, service levels, account number, route identification number, collection day, and current account status.

3.5. Reporting

The Contractor shall provide monthly, quarterly, and annual reports to the County. In addition, the Contractor shall allow County staff access to pertinent operations and financial information, such as processor certified weight slips and vehicle maintenance logs.

The Contractor shall submit reports to the County as detailed below. The reports serve to apprise County staff of yard debris activities, equipment inventories, revenues, and costs. General guidelines:

- a) Contractor is required to provide monthly, quarterly, and annual yard debris collection contract reports that are separate from other contracts in a neat, non-duplicated, legible, and transferable electronic formats as approved by County.
- b) All reports are to be submitted to the County by email at dlswo@clark.wa.gov or other email address approved by the County.

- c) All reports are to be submitted directly from the contractor.
- d) All reports are to be submitted separately.
- e) Quantitative/data reports are to be submitted in an Excel spreadsheet or other format to be approved by the County.
- f) Qualitative/narrative reports are to be submitted in a PDF or other format to be approved by the County.
- g) All data calculations in Excel are to be completed with automated formulas to prevent errors and improve quality control (i.e. =SUM, =AVERAGE, etc.).
- h) The Processor's certified scale is approved to measure material tonnages.
- i) All terms and acronyms used in the reports are to be clearly defined within each document.
- j) The contractor shall keep data records for the life of the contract and three (3) years thereafter.
- k) Contractor is required to meet with the County's contract project coordinator to adjust and implement new reporting strategies, maintain reporting updates alongside the State's reporting specifications, and provide data needed for Clark County's Comprehensive Solid Waste Management Plan (which may include tonnage by geographic location, location of processor, processing mechanism (composting or other conversion technologies).
- l) Contractor is required to maintain financial records in accordance with all State and Federal requirements. The County reserves the right to inspect financial records under certain conditions as noted in the contract. The County has the right to inspect books and records of proposer which are reasonably necessary to monitor contractor's compliance with the contract. Within ten (10) business days of receipt of written notice from the County to inspect proposer's books and records related to the performance of this contract, proposer and County shall determine a mutually agreeable date, time, and location to accommodate the request by the County without unreasonably interfering with contractor's business operations.

- m) The County reserves the right to request additional information upon request as well as ad hoc reports.

3.5.1. Monthly Report

On a monthly basis, by the 30th day of each month, the Contractor shall provide a report containing the following information for the previous month:

3.5.1.1. Monthly yard debris report

- a) The number of customers at each service level, for each sector (i.e. Single-family versus Multifamily and by material source Battle Ground, La Center, Yacolt).
- b) Tonnage of yard debris and contaminants, organized by month and material source (City of Battle Ground, City of La Center, Town of Yacolt, Meadow Glade, UGA, etc.).
- c) Total number of EOW and on-call customers organized by month.
- d) Total stops organized by month.
- e) Total on-call pickups by month.
- f) Average pounds collected per set out.
- g) Average pounds collected per customer.
- h) Customer setout rates (percentages) by month.
- i) Number of setouts tagged by drivers and reasoning (i.e. cart placement, unacceptable material, etc.).
- j) Total yard debris tonnage delivered to processor(s) and name of processor and material use (compost or hog fuel, etc.).

- k) All relevant data is to include “total” monthly and year-to-date calculation summaries.

3.5.1.2. Monthly customer service report

- a) The total number of customer inquiries.
- b) The peak daily "on-hold" time and the monthly average "on-hold" time for customer service telephone calls.
- c) The response time for email/electronic service submissions.
- d) The number of service complaints with a summary of the complaint (i.e. missed collection, recycling bill, container size, etc.).
- e) The number of missed collections.
- f) The number of requests for replacement containers and the number of containers delivered by cart size.
- g) The number of new account sign-ups and the number of new accounts implemented by EOW/on-call.
- h) The number of customers discontinuing service and type of service (EOW/on-call).
- i) The number of current customers as of the end of the month being reported by (EOW and on-call).
- j) The number of unpaid accounts by (EOW and on-call).

3.5.1.3. Monthly inventory report

A current inventory of vehicles including:

- a) Truck number

- b) Vehicle identification number (VIN)
- c) Chassis type (i.e. Autocar, Volvo, Pete, Nissan, etc.)
- d) Body type (i.e. roll off, side load, automated, etc.)
- e) Truck year

A current inventory of yard debris carts including:

- a) Total number of carts in use by customers, broken out by service level (EOW/on-call), cart size, and geographic location (i.e. Battle Ground, La Center, etc.) and single family and multifamily.
- b) Total number of carts organized by “in the field” and “in storage” by cart size (64-gallon, and 96-gallon) and by cart color.
- c) Total number of carts organized by date of cart procurement, and by cart size and color.

The Contractor shall work with the County to provide reports in an electronic media as necessary and as equipment allows.

If collection vehicles are used to service more than one customer segment, the Contractor shall develop an apportioning methodology that allows the accurate calculation and reporting of the collection volumes attributable to each sector. The apportioning methodology shall be reviewed and approved by the County and may be periodically verified through field testing by the Contractor at no charge to the County, provided that testing does not involve excessive frequencies.

3.5.2. Quarterly reports

The following reports are due within sixty (60) days of the end of the quarter being reported. Data is to be organized by month and material source (City of Battle Ground, City of La Center, Town of Yacolt, Meadow Glade, UGA, etc.).

3.5.2.1. Quarterly yard debris revenue report:

- a) Tons/yards of yard debris collected by contractor.
- b) Processing cost per ton/yard.Net yard debris revenue gained by contractor.

3.5.2.2. Quarterly financial report:

- a) Income statement of net yard debris revenue gained by contractor.
- b) Detailed record of actual expenses (i.e. labor, fuel, maintenance, etc.).
- c) Depreciation of trucks and carts/containers

3.5.2.3. Quarterly educator and cart tagging report:

- a) An organized report of quarterly activities conducted by the educator. Detailed report of brochures, fliers, bill inserts, and annual newsletter, and advertisements in local newspapers and any community events attended.
- b) A summary of data collected (when cart tagging is required).
- c) Analysis of data (i.e. observed trends, key findings) (when cart tagging is required).

3.5.3. Annual reports:

The following reports are due within sixty (60) days of the end of the year being reported.

3.5.3.1. Annual yard debris report

- a) A consolidated summary and tabulation of the monthly reports described above.

- b) A discussion of highlights and all material occurrences during the period, along with measures taken to resolve problems, increase efficiency, and increase participation in the yard debris collection program.
- c) An inventory of current yard waste collection and other major equipment and carts.

3.5.3.2. Annual financial report:

- a) An organized spreadsheet containing all four of the year's Quarterly Financial Report data.
- b) Identification of patterns in financial data (i.e. increase/decrease from previous year).
- c) An annual income statement, consisting of a summary of annual revenues, including receipts, outstanding receivables, bad debt, all applicable expenditures, depreciation, taxes and other pertinent information requested by the County pertinent to the yard debris collection program.

3.5.3.3. Annual educator and cart tagging report:

- a) An organized discussion of annual activities including accomplishments and shortfalls conducted by the educator.
- b) Detailed report of brochures, fliers, bill inserts, and annual newsletter, and advertisements in local newspapers and any community events attended.
- c) A summary of data collected (when cart tagging is required).
- d) Analysis of data (i.e. observed trends, key findings) (when cart tagging is required).

3.5.4. Ad Hoc Reports

The County may request from the Contractor up to six ad-hoc reports each year, at no additional cost to the County. These reports may include customer service database

tabulations to identify specific service-level or participation patterns or other similar information. These ad hoc reports shall not require the Contractor to expend more than 100 staff hours per year to complete.

3.6. Education and Outreach

Countywide Coordination: The City, County and their recycling contractors will have primary responsibility for developing and executing public education programs to encourage waste reduction and recycling. The Contractor shall have primary responsibility for developing and executing public education programs to encourage participation in the yard debris collection program.

Educator Duties: The educator shall provide assistance (staff time or material) as required and requested by the County with respect to public information, education and promotions for designing, printing, and distributing/ mailing print material and for conducting presentations at schools, neighborhood association meetings, and special events as determined and approved by the County. The educator in coordination with the County shall develop an annual education and outreach plan that prioritizes contamination reduction and includes program implementation and annual promotion and outreach. The educator may be requested by the County to attend monthly planning meetings. The educator is responsible for staying up to date with State regulations around food waste/organic materials education and future requirements for food waste/organic materials collection services and the understanding the value of compost.

The amount of time budgeted by the Contractor for the educator to complete assigned duties is, at a minimum, to be equivalent to that of a full-time employee (1.0 FTE). The educator position shall be budgeted to and filled by one individual. The Contractor shall not allocate the budgeted amount to several employees to meet the 1.0 FTE requirement. Any proposed Contractor change to the educator duties or budgeted amount must be approved by the County prior to implementation.

Contractor may opt to compensate the County in lieu of providing an educator. The rate of compensation shall be up to a level or scale 1-6 for a Clark County Education and Outreach Program Technician per the most recent Union Contract. Compensation shall be inclusive of all wages and benefits.

Failure to provide services or compensate the County per the terms of this section after notice by the County is subject to liquidated damages.

Customer Service: The Contractor's customer service staff shall inform customers of all yard debris collection options. The Contractor shall work with the County to develop a mutually acceptable "script" to be used by customer service representatives to introduce new customers to their collection options.

New Customer Brochure: The Contractor shall develop, print, and mail an informational brochure to all new customers on an ongoing basis throughout the duration of this contract. The Contractor shall submit the brochure to the County for approval prior to printing. The brochure shall describe all yard debris services, opportunities for home composting, and the potential for lower customer garbage bills by reduction of levels of service.

Program Theme and Logo: The County shall provide program theme and logo designs to the Contractor for use with Contractor-published materials. The County's theme and logo will identify the County as sponsor, integrate and unify program activities, attract attention, and send positive consistent messages to the public to spur participation. All Contractor materials and logos are subject to County approval prior to distribution. Ownership of the theme and logo shall at all times remain with the County.

Community Events: In addition to regular public information services, the Contractor will also participate community events and coordinate with the City, County, and other solid waste service providers in an ongoing public education program to increase participation in waste reduction and yard debris recycling activities during the term of the contract. For each event, the Contractor shall pay for a pro rata share of booth rental fees with other service providers and shall provide appropriate display materials regarding the Contractor's services.

Annual Newsletter and Billing Inserts: At the Contractor's expense, the Contractor shall assist the County with County promotion efforts as needed. This assistance shall include, but shall not be limited to:

- a) The preparation, printing and mailing of an annual yard debris recycling newsletter.
- b) At least one additional printed insert in billing statements per year (preferably not during the winter billing cycle).

- c) The provision to the County of mailing labels printed with Customer names and addresses once per quarter at no cost to the County.

The County shall pay for the cost of additional mailers and labels beyond the insert and four sets of labels per year.

Community Presentations: The Contractor shall assist City/County staff in reasonably attending interviews scheduled with the media, in participating in speaker's bureau activities, including neighborhood association meetings, schools, other community groups and organizations, and in participating in community events. The Contractor shall provide such assistance without additional compensation.

Recycled Paper: To foster market development for recycled products and raise public awareness, all program communications shall be printed on recycled content paper.

3.6.1. Program Implementation

At the start of the new collection program, the Contractor shall work with the County to explain the new collection system, service levels and rates. The Contractor's education and outreach program shall be designed to provide both initial program start-up and ongoing promotional activities. The Contractor shall, at its expense, provide the following:

- a) Contingent upon receipt of customer information (*i.e.* existing customer mailing list) from the previous Contractor and two weeks before the start of collection, a mailer shall be sent to all customers. The announcement will introduce the new collection service provider, explain available service levels and rates, and describe routing and set out schedules. The Contractor's customer service number shall also be provided. Educational materials shall indicate that no action on the part of the customer is required to maintain previous service levels.
- b) By February 1, 2026, or at any later time agreed to by the County a flier shall be delivered to all residential recycling customers residing within the borders of the yard debris service area introducing the collection service and rates; explaining available service levels, describing routing and set out schedules; and providing customer information phone numbers. Educational materials shall indicate that no action on the part of current yard

debris customers is required to maintain current service levels. This announcement shall include directions on how to subscribe to the service by phone, information about cart delivery and other acceptable containers, and a general description of acceptable yard debris and how it should be prepared by the customer.

- c) The Contractor shall work with the County to develop public service announcements for radio and cable television and provide staff for media interviews announcing the new service provider.
- d) A separate users' guide, including information on service levels and rates, yard debris preparation and collection requirements, and other pertinent information will be mailed to all new customers. The Contractor shall include County information pertinent to the solid waste system, as requested by the County. The Contractor shall also include magnets and other educational materials designed to increase customer awareness about yard debris collection. Residential customers shall also be provided with either an insert or a map indicating the day of collection for their area and instructions on the placement (e.g., curb or alley) of their containers. Commercial customers shall be provided with an insert or map indicating the anticipated day of collection and any specific access or location requirements.
- e) Yard debris can decals (i.e., decals used to distinguish regular garbage cans as extra yard debris containers) shall be mailed to requesting yard debris subscribers, both at program implementation and throughout the contract period.

3.6.2. Annual Promotion and Outreach

Every Fall, starting in 2026, a notice in accordance with applicable laws shall be sent by the Contractor to each customer living in a single-family residence within the urban services area to notify the customer about rate modifications (if any), available service levels, and opportunities for savings through yard debris and recycling diversion.

In the event that service levels change, the contractor shall provide a plan and timeline (a minimum of one year) to notify customers and switch services with 3-month, 1-month, and 2-weeks notifications to affected customers.

All notices shall be subject to County review and prior approval. Notices shall be submitted to the County for approval with sufficient time to allow for approval, printing, and distribution at least 45 days before any proposed rate change or service changes.

3.6.3. Coordination with Other Collection and Disposal Services

The Contractor shall be responsible for coordinating with existing garbage and yard debris contractors to minimize customer disruption during service transition.

The Contractor shall also be responsible for coordinating with the County and the County's recycling collection contractors (i.e., as of the date of this Contract, Washington Connections of Washington, Inc., for single-family residence collection and multifamily residence collection) to ensure that the County's solid waste management system operates smoothly. The Contractor shall be responsible for providing weekly customer list updates (listing service adds and drops), as well as electronic access as described in Section 3.4.2 of the Statement of Work to recycling collection contractors and the County, to allow for coordinated service delivery.

3.7. Field Monitoring

The County may periodically monitor collection system performance issues such as participation, receptacle condition, content weights, waste composition, and customer satisfaction. The Contractor shall assist the County by coordinating the Contractor's operations with the County's field monitoring to minimize inconvenience to customers, the County, and the Contractor. The Contractor shall promptly correct any deficiencies noted by the County.

3.8. Transition to Next Contractor

The Contractor shall provide to the County one month before the expiration or earlier termination of this contract a complete list of customer contacts, phone numbers, addresses, service levels, and other requested customer service information. This information shall be provided on digital medium in a commonly recognized format acceptable to the County. This requirement, at the County's option, can be fulfilled by the back-up requirements described in Section 3.4.3 of the Statement of Work.

The Contractor shall work with the County and subsequent yard waste contractors in good faith to ensure a minimum of customer disruption during the transition period to a successor contractor.

- 4. Schedule/Timeline (if needed)
- 5. Budget
- 6. Deliverable(s)

DELIVERABLE ITEM	DUE DATE	PAYMENT DELIVERY

**EXHIBIT B
BUDGET SUMMARY**

DESCRIPTION	AMOUNT

ANNUAL BREAKDOWN	TOTAL COST

ANNUAL BREAKDOWN	TOTAL COST
TOTAL	\$

EXHIBIT C
INVOICE EXAMPLE

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

Invoice #

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

Include backup documentation requested in contract.

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

EXHIBIT 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.

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.

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.

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.

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.

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.

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.

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. County access, permissions, and privileges assigned to the device will be removed, or disabled.
- 7.3.2. 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.

Exhibit E
Contractor's Proposal

Insert Awardee Contractor's Proposal Here

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**Appendix A
Service Area Map**

Insert Route Map Here:

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Appendix B
Implementation and Operations Plan

Contractor is responsible for developing a written implementation and operations plan which includes timelines for procurement of carts, trucks, etc. within two months of contract commencement. Subject to change.

- I. Transition**
 - a. Staffing levels
 - b. Financial requirements
 - i. Certificate of insurance
 - ii. Bond, letter of credit, or another similar instrument
- II. Inclement Weather-Related Plan**
 - a. Emergency routes, sites, etc. for inclement weather events
 - b. Plans to notify County and coordinate decisions with other haulers
 - c. Methods to notify customers
- III. Pilot Program**
 - a. Budget
 - b. Program layout (education, collection, customer service)
- IV. Contractor's Inventory**
 - a. Truck inventory
 - i. Timeline for procurement of new trucks
 - ii. Number of primary collection vehicles, back up collection vehicles
 - b. Cart inventory
 - i. Within six months, complete inventory of all contractor-supplied carts and assess conditions of carts.
 - ii. Timeline for repair/replace/procuring new carts after conditions assessment
 - iii. Determine number of carts in the field and in storage – by size, color, and procurement date, location
- V. Customer Service**
 - a. Billing equipment/system
 - b. Customer service standards
 - c. Customer billing responsibilities
- VI. Reporting**
 - a. Formatting, provide example layout
- VII. Collection**
 - a. Indicate collection day of the week and routes a on map

VIII. Education and Outreach

- a. Program Implementation
 - i. Collection system, service levels, and rates
 - ii. Educational information
- b. Annual Promotion and Outreach
 - i. Notice to the County for rate changes
 - ii. Notify the customers about rate modifications (if any)
 - iii. In the event service levels change – plan and timeline to inform customers

XI. Reload and Processing Facilities

- b. Address of location(s)
- c. Material uses (compost, or hog fuel, etc.)

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Appendix C
Proposed Customer Charges

Yard Debris Service: Residential and Multifamily Customers

Service	Initial rates
Basic subscription, with 96-gallon cart	\$
1st 32-gallon equivalent (or portion thereof)	\$0.00
Additional 32-gallon equivalents (or portions thereof) per item, per pickup	\$
Service restart fee, within one year of last service	\$
On-call service with no cart 96 gallons per pickup	\$
64-gallon cart premium for on-call customers	\$
Cart replacement fee	At-cost
Cart delivery, initial	No charge
Cart delivery, subsequent	\$
Extra fee for non-curbside service drive-in per pickup	\$
Annual pre-payment rate	\$
Late fee -- 1.0% of balance outstanding at 30 days past due date	

Vacation allowances in conjunction with can service vacations only;
minimum period of two weeks, maximum of three vacations per year.

Appendix D

Inflation Adjustment Factor - Sample Calculation

The Inflation Adjustment Factor (IAF) used in the process of setting each year's price will be calculated using the following formula:

$$IAF = 1 + \left\{ \left[\frac{CPI_y - CPI_{py}}{CPI_{py}} \times 0.88 \right] + \left[\frac{EIA_y - EIA_{py}}{EIA_{py}} \times 0.12 \right] \right\} \times 0.80$$

The new price each year will then be calculated as the following:

$$P_n = (P_{py} \times (1 + IAF))$$

where P_n = new price; P_{py} = prior year price;

where CPI_y = the first half (January 1st- June 30th) annual consumer price index (CPI) for urban wage earners and clerical workers for Seattle-Tacoma-Bellevue for the current year, or successor indices;

where CPI_{py} = the first half (January 1st- June 30th) annual consumer price index (CPI) for urban wage earners and clerical workers for Seattle-Tacoma-Bellevue for the prior year, or successor indices;

where EIA_y = the 12-month average of the Energy Information Administration, West Coast Retail Price Series for On-Highway No 2. Diesel ultra-low sulfur (0-15ppm) fuel, Index No. PADD5 measured from July of the prior year to June of the current year;

where EIA_{py} = the 12-month average of the Energy Information Administration, West Coast Retail Price Series for On-Highway No 2. Diesel ultra-low sulfur (0-15ppm) fuel, Index No. PADD5 measured from July of two years prior to June of the prior year.

Appendix E
Contractor's Inventory

Contractor shall provide an inventory of primary collection vehicles, back up collection vehicles and other equipment assigned to perform the scope of work of contract within 60 days of contract award. Contractor is responsible for providing an updated inventory when collection vehicles and other equipment assigned to contract is added or removed from inventory.

An inventory of carts in service will be completed within six months of contract start date.

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Appendix F Truck Specifications

The contractor is responsible for selecting and procuring new trucks. Used trucks may be utilized only during start up transition phase as approved by County. The contractor will provide the County with a timeline for delivery of new trucks. Trucks shall meet certain minimum specifications:

- a) Contractor is required to procure and utilize automated trucks.
- b) Collection trucks must be equipped with camera system that includes forward looking, back looking, and an interior view. System must include the ability to record and retain the video feed.
- c) Collection trucks shall be compliant with State and Federal diesel emissions requirements.
- d) Contractor is required to utilize trucks that have adequate capacity to store yard debris collected from of an average route.
- e) The Contractor's equipment shall be of consistent colors and the paint shall be well maintained. The equipment may carry the Contractor's name, logo, address, and telephone numbers. Any additional advertisements or promotions may be used only if approved by the County in advance of their use. Distinctive signage identifying the truck as a yard debris collection vehicle will be approved by the County.

Appendix G
Cart Specifications

1. The standardized container is a 96-gallon roll cart.
2. The current cart colors are Teal (PMS-327) with a black lid. With prior approval notice and approval, the County will select cart colors from available color sheets.
3. Carts materials shall:
 - a) Be made of high-density polyethylene (HDPE).
 - b) Cart walls are constructed with a minimum wall thickness of 100 mils or 0.1 inch.
 - c) Use UV stabilizers to prevent material breakdown and color fading.
 - d) Consist of not less than 30% post-consumer plastic resins. Post consumer resins are defined as plastic products that have been used by consumers and have been recovered. This requirement does not include post-industrial resin sources. Post consumer resin content must be verified by receipts from plastic recycling and processing firms.
 - e) Shall be made of seamless, molded plastic.
 - f) Collection containers must bear a clear and conspicuous and durable sticker on each container stating, "Yard Debris" and signage needs to be approved by the County. Note that there is the potential to add food waste to the cart and therefore stickers are useful to adjust signage as needed.
 - g) Carts shall withstand temperature extremes of -25F to 110F throughout the warranty period.

Appendix H
Equipment & Container Rental Fees

In the event of contract default, after specific steps are completed as outlined in the contract, the County may rent the contractor's equipment and use it to carry out contract requirements. In the event of such an occurrence, the County shall pay the contractor prevailing market rates for the use of the equipment, based on the equipment's age and condition subject to the provisions of Section 3.1.14 of the Statement of Work.

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