



**REQUEST for PROPOSAL #918**  
PROFESSIONAL, TECHNICAL AND EXPERT SERVICES

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Clark County Washington

RELEASE DATE: WEDNESDAY, MARCH 26, 2025  
DUE DATE: WEDNESDAY, APRIL 30, 2025 by 11:00 am

Request for Proposal for:

**PUBLIC HEALTH INCIDENT COMMANDER SUPPORT**

**SUBMIT:**

One (1) Original  
Four (4) Complete Copies

of the Proposal to:

<b><u>Shipping Method of your Choice or Hand Delivery</u></b>	<b><u>United States Postal Service</u></b>
Clark County ATTN: Office of Purchasing 1300 Franklin Street, 6 <sup>th</sup> 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 11:00 am on due date.**

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

**Refer Questions to Project Manager:**

Belinda Walker  
Emergency Preparedness & Response Manager Public Health  
[Belinda.Walker@clark.wa.gov](mailto:Belinda.Walker@clark.wa.gov)

**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](mailto:ADA@clark.wa.gov)

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**Public Health Incident Commander Support**

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## Public Health Incident Commander Support

### Part I Proposal Requirements

Section IA	General Information
1. Introduction	<p>The purpose of this RFP is to develop a roster of qualified contractors to perform in the role of Incident Commander when the Clark County Public Health All Hazards Type 3 Incident Management Team is activated to respond to a public health threat or disaster.</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 <a href="https://mrscrosters.org/businesses/business-membership/">https://mrscrosters.org/businesses/business-membership/</a></p> <p>If your company contact details <i>are not</i> on the Plan Holder List at <a href="https://clark.wa.gov/internal-services/request-proposal-1">https://clark.wa.gov/internal-services/request-proposal-1</a> <b>Attachment B</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 Public Health responds, mitigates, and supports recovery efforts regarding disease outbreaks, food borne illness outbreaks, toxic spills, biologic events, natural disasters, and other public health threats.</p> <p>To support and coordinate effective public health response, The Clark County Public Health Incident Management Team respond to emergencies and threats using the National Incident Management System. Select staff are trained to perform in command and general staff roles and as agency administrators.</p> <p>Clark County Public Health develops Incident Management Team competencies through training and exercise. Clark County desires to contract with multiple qualified contractors to perform as the Incident Commander in the event of a public health emergency or disaster, participate in at least 2 (two) trainings annually and serve as a mentor for developing Incident Commanders.</p> <p>Clark County is the southernmost county in the Washington state. The population was 503,311 as of the 2020 census, making it the fifth most populated county in Washington, is a boarder county situated across the Columbia River from Portland, Oregon, and is situated as a border county to Multnomah, Washington, and Clackamas Counties in Oregon.</p> <p>Clark County Public Health is designated under Washington State Department of Health to serve as the regional lead agency for Emergency Preparedness and Response Region 4. Region 4 includes local health jurisdictions in Clark, Cowlitz, Skamania, and Wahkiakum counties. Clark County Public Health collaborates and coordinates emergency planning and response efforts with local public health response coordinators in Region 4.</p> <p>Additionally, Clark County Public Health leads the Health Care Alliance for SW Washington a healthcare coalition which includes hospital and healthcare facilities in Region 4 in addition to Klickitat County. Members of the Healthcare Alliance include critical partners such as;</p>

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	<p>emergency management, local emergency response managers, hospitals, long term care facilities, and community-based organizations serving vulnerable populations.</p>
<p>3. Scope of Project</p>	<p>Clark County Public Health is seeking qualified contractors for the following:</p> <ol style="list-style-type: none"> <li>1. Serve as the Incident Commander when Public Health is responding to health threats and disasters. <ol style="list-style-type: none"> <li>a. Report directly to the Agency Administrator and/or Public Health Department Director.</li> <li>b. Support the Delegation of Responsibility in compliance with the National Incident Management System.</li> <li>c. Develop incident objectives for the Clark County Public Health Incident Management Team in to achieve the delegation of responsibility.</li> <li>d. Employ the Region 4 All Hazards Response Plans as guidance for the activation, management, mitigation, recovery and demobilization of public health response.</li> <li>e. Serve in the role of the Safety Officer and any other vacant command and general staff positions.</li> <li>f. Understand and support the role of the Equity and Inclusion Officer, a new position on the public health IMT.</li> <li>g. Rely on designated public health subject matter experts to support sound response objectives and tactics.</li> </ol> </li> <li>2. Attend annual exercise and training opportunities with the CCPH Incident Management Team. Typically, two tabletop and/or full-scale exercises annually.</li> <li>3. Serve as a mentor to Public Health staff training in Incident Commander and other Command and General staff roles.</li> </ol> <p>Key Objectives:</p> <ol style="list-style-type: none"> <li>1. <b>Clark County Public Health Onboarding</b>  Qualified contractors will complete an onboarding process within the first 15 days of executing a contract. Onboarding will include tasks and activities that will acclimate contractor(s) to public health, staff, policies and procedures, response plans, and tools. <ol style="list-style-type: none"> <li>A. <b>Outcomes</b> <ul style="list-style-type: none"> <li>• Review applicable Clark County Public Health policies and procedures.</li> <li>• Review Health Officer and public health statutory requirements and authorities</li> <li>• Review Clark County’s Professional Standards of Conduct</li> <li>• Review the Region 4 All Hazards Response Plans</li> <li>• Orientation to tools, systems, and communication methodologies.</li> </ul> </li> </ol> </li> </ol>

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- Meet with department leadership and public health emergency preparedness and response team.
- Complete on site walk through and tour.

### 2. Incident Management Team Support

Qualified contractors will be called upon to serve in the Incident Commander position, the Safety Officer position and any other vacant position on the Incident Management Team (IMT) when activated to respond to a public health threat. The contractor(s) will work with the Agency Administrator, Subject Matter Experts, and Command and General staff to carry out the Delegation of Responsibility for the incident using county tools and systems. The Incident Commander (IC) is responsible for the overall management of the incident and determines which Command and General Staff positions to staff in order to maintain a manageable span of control and ensure appropriate attention to the necessary incident management functions.

The Contractor will:

- Report directly to the Agency Administrator and/or Public Health Department Director during response.
- Execute the Delegation of Responsibility consistent with the National Incident Management System.
- Use Region 4 All Hazards Response Plans as guidance for the activation, management and demobilization of Incident Management Team objectives.
- Serve in the role of the Safety Officer and any other vacant command and general staff positions.
- Understand and support the role of the Equity and Inclusion Officer, a new position on the public health IMT.
- Rely on designated public health subject matter experts to support sound response objectives and tactics.
- Facilitate in action reviews every two weeks to support improvements and efficient operations.
- Support Emergency Preparedness and Response manager to facilitate an after action review as part of the demobilization process.
- Maintain a valid driver's license.
- Conduct work activities in compliance with County's professional standards of conduct.

#### A. Outcomes

- Notify County of availability on a monthly basis.
- Respond to County requests to support emergency response activation within 4 hours.
- Perform in the position of Incident Commander for Clark County Public Health
- Complete and maintain required process, procedures and documentation throughout the incident.
- Serve as Safety Officer

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	<ul style="list-style-type: none"> <li>• Complete in action review every two weeks during response.</li> <li>• Facilitate demobilization process including the collecting of feedback for a final after action review and/or hotwash session.</li> </ul> <p><b>3. Training</b> Contractors are expected to attend at least two (2) training or exercise activities annually.</p> <p><b>4. IMT Command and General Staff Mentorship</b> Contractor will serve as a mentor and technical support for County Directors, leaders, managers, the Public Health Emergency Preparedness and Response staff, and the Command and General staff.</p> <p><b>A. Outcomes</b></p> <ul style="list-style-type: none"> <li>• Participate in at least 2 (two) trainings and/or exercises annually with the Clark County Public Health Incident Management Team.</li> <li>• Attend two leadership and/or management team meetings annually to provide input and support on CCPH initiatives to expand IMT response capabilities.</li> <li>• Be available as a subject matter expert for ad hoc questions via email to support, clarify and mentor designated County staff.</li> <li>• Provide input and technical guidance on response process and protocols.</li> </ul>
<p>4. Project Funding</p>	<p>A combination of fund balance and state and federal grant funding may be used to reimburse the contractor for these services. Since federal funds may be used to support contracts let as a result of this RFP, contractors must demonstrate proof of Defense Logistics Agency CAGE code and their System for Award Management (SAM) Unique Entity Identifier (UEI) Number).</p>
<p>5. Title VI Statement</p>	<p><b><u>Title VI Statement</u></b>  Clark County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.</p> <p>El Condado de Clark, de acuerdo con las disposiciones del Título VI de la Ley de Derechos Civiles de 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d a 2000d-4) y el Reglamento, por la presente notifica a todos los postores que se asegurará afirmativamente de que cualquier contrato celebrado de conformidad con este anuncio, las empresas comerciales desfavorecidas tendrán la oportunidad plena y justa de presentar ofertas en respuesta a esta invitación y no serán discriminadas por motivos de raza, color u origen nacional en consideración a un laudo.</p>



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## Public Health Incident Commander Support

<p>6. Timeline for Selection</p>	<p>The following dates are the <b>intended</b> timeline:</p> <table border="1" data-bbox="423 247 1513 716"> <tr> <td> </td> <td> </td> </tr> <tr> <td>Deadline for Questions and Answers</td> <td>April 18, 2025</td> </tr> <tr> <td>Final date for Addendum, if needed</td> <td>April 22, 2025</td> </tr> <tr> <td>Proposals Dues</td> <td>April 30, 2025</td> </tr> <tr> <td>Proposal Review/Evaluation Period</td> <td>May 5, 2025 – May 13, 2025</td> </tr> <tr> <td>Selection Committee Recommendation</td> <td>May 16, 2025</td> </tr> <tr> <td>Contract Negotiation/Execution</td> <td>May 19, 2025 – June 13, 2025</td> </tr> <tr> <td>Contract Intended to Begin</td> <td>July 1, 2025</td> </tr> </table>			Deadline for Questions and Answers	April 18, 2025	Final date for Addendum, if needed	April 22, 2025	Proposals Dues	April 30, 2025	Proposal Review/Evaluation Period	May 5, 2025 – May 13, 2025	Selection Committee Recommendation	May 16, 2025	Contract Negotiation/Execution	May 19, 2025 – June 13, 2025	Contract Intended to Begin	July 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.</p> <p>(Sole Proprietors must submit a letter stating such.)</p>																
<p><b>Section IB</b></p>	<p><b>Work Requirements</b></p>																
<p>1. Required Services</p>	<p>Contractors shall provide the services and outcomes outlined Section 1A.2.</p> <p>Contractor must possess the follow qualifications:</p> <ul style="list-style-type: none"> <li>• Must have FEMA ICS training certification.</li> <li>• FEMA certified to serve as a Type 3 Incident Commander.</li> <li>• FEMA certified to serve as the Safety Officer.</li> <li>• Must have robust internet connectivity to support virtual and or hybrid work environments.</li> <li>• Must coordinate and secure all travel related arrangement and expenses.</li> <li>• Must provide a monthly invoice by the 25<sup>th</sup> of the month, and if backup documentation is provided, may bill the agency for travel expenses. Mileage must be documented with date and addresses to and from the Center for Community Health and will be reimbursed at the current federal IRS mileage reimbursement rate.</li> <li>• A combination of fund balance and state and federal grant funding may be used to reimburse the contractor for these services. Since federal funds may be used to support contracts let as a result of this RFP, contractors must demonstrate proof of Defense Logistics Agency CAGE code and their System for Award Management (SAM) Unique Entity Identifier (UEI) Number).</li> </ul>																

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	<p>Preferred Experience:</p> <p>Responding to actual public health threats.</p> <p>Examples include:</p> <ul style="list-style-type: none"> <li>• Vaccine preventable disease outbreaks, hospital and healthcare evacuations, food borne illness outbreaks, natural disasters, anthrax and/or other biologic agents.</li> </ul>
<p>2. County Performed Work</p>	<p>The Clark County Public Health Emergency Preparedness and Response team is leveraging lessons learned about our IMT and response coordination during COVID-19. Using lessons learned the County is implementing improvements to expand the knowledge, skills, certifications, and capabilities of our IMT staff. The department will use the expertise of a contractor to increase our department's ability to further develop staff to serve in the Incident Commander roles.</p> <p>During response efforts, Contractors will report directly to the Agency Administrator. Outside of response Contractors will work collaboratively with the Public Health Emergency Preparedness and Response Program Manager to identify opportunities, providing reports, and training to senior leadership, managers, and IMT staff.</p>
<p>3. Deliverables &amp; Schedule</p>	<p>This is a suggested schedule and is subject to change:</p> <ol style="list-style-type: none"> <li>1. Respond within four hours when County notifies Contractor of public health response.</li> <li>2. Perform in the role of Incident Commander and Safety Officer as prescribed by the National Incident Management System (NIMS), when activated with Clark County Public Health Incident Management Team.</li> <li>3. Complete onboarding meeting within 15 business days of contract start date.</li> <li>4. Monthly, update dates and times of when Contractor is unavailable to provide services during the contract period.</li> <li>5. Attend at least (two) trainings, exercises or participate in real world events annually during the contract period with Clark County Public Health IMT.</li> <li>6. Provide technical support and assistance occasionally to Clark County Public Health managers and Incident Management Team staff remotely.</li> </ol>
<p>4. Place of Performance</p>	<p>Contract performance may take place at in the County's facility and/or a facility designated by the County. Dependent on the type of response, the work may be conducted in a hybrid or virtual working environment, the Proposer's facility, a third-party location, or any combination thereof.</p>
<p>5. Period of Performance</p>	<p>A contract awarded as a result of this RFP will be for two (2) years and is intended to begin on July 1, 2025 and end June 30, 2027.</p> <p>Total contract value including extensions will be determined by evaluating funds requested in the selected proposal(s) and approved funding.</p>

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	<p>Clark County reserves the right to extend the contract resulting from this RFP for a period of 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. 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 &amp; 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><a href="http://www.wsdot.wa.gov/Design/ProjectDev/WageRates/default.htm">http://www.wsdot.wa.gov/Design/ProjectDev/WageRates/default.htm</a>  <a href="http://www.ini.wa.gov/TradesLicensing/PrevWage/WageRates">http://www.ini.wa.gov/TradesLicensing/PrevWage/WageRates</a></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 &amp; I Number 700-29) approved by the Washington State Department of Labor and Industries.</p> <p>A fee of \$45.00 per each "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" is required to accompany each form submitted to this Department of Labor and Industries. The Contractor is responsible for payment of these fees and shall make all applications directly to the Department of Labor and Industries. These fees shall be incidental to all the proposed items of this contract.</p>
<p>7. Debarred/Suspended</p>	<p>Federally or Washington State debarred or suspended suppliers may not participate in this Request for Proposal.</p> <p>All proposers must fill out, sign and submit the "Certification Regarding Debarment, Suspension, and Other Responsibility Matters" form with their proposal to be eligible to participate.</p>
<p>8. Americans with Disabilities Act (ADA) Information</p>	<p>Clark County in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. This material can be made available in an alternate format by emailing <a href="mailto:ADA@clark.wa.gov">ADA@clark.wa.gov</a> or by calling 564-397-2322.</p>
<p>9. Public Disclosure</p>	<p>This procurement is subject to the Washington Public Records Act (the "Act"), chapter 42.56 RCW. Once in the County's possession, all of the RFP Submittals shall be considered public records and available for public records inspection and copying, unless exempt under the Act.</p>

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	<p>If a Respondent or Proposer considers any portion of an RFP Submittal to be protected under the law, whether in electronic or hard copy form, the Respondent or Proposer shall clearly identify each such portion with the word "PROPRIETARY". The County will notify the Respondent or Proposer in writing of the request and allow the Respondent or Proposer ten (10) days to obtain a court order enjoining release of the record(s). If the Respondent or Proposer does not take such action within the ten (10) day period, the County will release the portions of the RFP Submittal deemed subject to disclosure. All Respondents and Proposers who provide RFP Submittals for this procurement accept the procedures described above and agree that the County shall not be responsible or liable in any way for any losses that the party may incur from the disclosure of records to a third party who requests them.</p>
<p>10. Insurance/Bond</p>	<p><b>A. <u>Waiver of Subrogation</u></b>  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>B. <u>Proof of Insurance</u></b>  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 Proposers responsibility to provide evidence of continuing coverage during the overlap periods of the policy and the contract.</p> <p><b>C. <u>Worker's Compensation</u></b>  As required by the industrial insurance laws of the State of Washington.</p> <p><b>D. <u>Automobile</u></b>  If the Proposer or its employees use motor vehicles in conducting activities under this Contract, liability insurance covering bodily injury and property damage shall be provided by the Proposer through a commercial automobile insurance policy. The policy shall cover all owned and non-owned vehicles. Such insurance shall have minimum limits of \$1,000,000 per occurrence, combined single limit for bodily injury liability and property damage liability with a \$1,000,000 annual aggregate limit. If the Proposer does not use motor vehicles in conducting activities under this Contract, then written confirmation to that effect on Proposer letterhead shall be submitted by the Proposer.</p> <p><b>E. <u>Commercial General Liability (CGL) Insurance</u></b>  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 \$2,000,000. 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>

**Request for Proposal # 918**  
**Public Health Incident Commander Support**

	<p><b><u>F. Professional Liability (aka Errors and Omissions)</u></b>  The Proposer shall obtain, at Proposers expense, and keep in force during the term of this contract Professional Liability insurance policy to protect against legal liability arising out of contract activity. Such insurance shall provide a minimum of \$1,000,000 per occurrence. The deductible will not be more than \$25,000 unless prior arrangements are made with Clark County on a case-by-case basis; the criterion is the Proposers liquidity and ability to pay from its own resources. It should be an “Occurrence Form” policy. If the policy is “Claims Made”, then Extended Reporting Period Coverage (Tail coverage) shall be purchased for three (3) years after the end of the contract.</p> <p><b><u>G. Umbrella Liability Coverage</u></b>  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><b><u>H. Additional Insured</u></b>  Clark County, its officers, employees and agents, will be named on all policies of contractor and any subcontractors as an additional insured, with no restrictions or limitations concerning products and completed operations. This coverage shall be primary coverage and noncontributory to any coverage maintained by Clark County. The contractor shall provide Clark County with verification of insurance and endorsements required by this agreement. Clark County reserves the right to require complete, certified copies of all required insurance policies at any time. All insurance shall be obtained from an insurance company authorized to do business in the State of Washington.</p> <p>All policies must have a Best’s Rating of A-VII or better.</p>
<p>11. Plan Holders List</p>	<p>All proposers are required to be listed on the plan holders list.</p> <ul style="list-style-type: none"> <li>✓ Prior to submission of proposal, confirm your organization is on the Plan Holders List below:</li> </ul> <p>To view the Plan Holders List, click on the link below or copy and paste into your browser.  Clark County RFP site: <a href="https://clark.wa.gov/internal-services/purchasing-overview">https://clark.wa.gov/internal-services/purchasing-overview</a></p> <ul style="list-style-type: none"> <li>• If your organization is NOT listed, submit <b>Attachment B</b> - Letter of Interest to ensure your inclusion.</li> <li>• Proposals received by Clark County by proposers not included on the Plan Holders List may be considered non-responsive.</li> </ul>

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**Public Health Incident Commander Support**

**Part II Proposal Preparation and Submittal**

<b>Section IIA</b>	<b>Pre-Submittal Meeting / Clarification</b>
1. Pre-Submittal Meeting	There are no plans to hold a pre-submittal meeting.
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 April 18, 2025 by 3:00 pm.</p> <p>An addendum will be issued no later than April 22, 2025 to all recorded holders of the RFP if a substantive clarification is in order.</p> <p>The Questions &amp; 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: <a href="https://clark.wa.gov/internal-services/request-proposal-1">https://clark.wa.gov/internal-services/request-proposal-1</a></p>
<b>Section IIB</b>	<b>Proposal Submission</b>
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><b>The outside of the envelope/package shall clearly identify:</b></p> <ol style="list-style-type: none"> <li><b>1. RFP Number and;</b></li> <li><b>2. TITLE and;</b></li> <li><b>3. Name and Address of the Proposer.</b></li> </ol> <p>Responses received after submittal time will not be considered and will be returned to the Proposer - unopened.</p> <p>Proposals received with insufficient copies (as noted on the cover of this document) cannot be properly disseminated to the Review Committee and other reviewers for necessary action, therefore, may not be accepted.</p>
2. Proposal	<p>Proposals must be clear, succinct and not exceed fifteen (15) pages, excluding resumes, coversheet and debarment form. Proposers 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>

# Request for Proposal # 918

## Public Health Incident Commander Support

	<p>Proposers are encouraged to print/copy on both sides of a single sheet of paper wherever applicable; if sheets are printed on both sides, it is considered to be two pages. Color is acceptable, but content should not be lost by black-and-white printing or copying.</p> <p>All submittals will be evaluated on the completeness and quality of the content. Only those Proposers providing complete information as required will be considered for evaluation. The ability to follow these instructions demonstrates attention to detail.</p> <p>Additional support documents, such as sales brochures, should not be included with each copy unless otherwise specified.</p>
<b>Section IIC</b>	<b>Proposal Content</b>
1. Cover Sheet	<p>This form is to be used as your proposal Cover Sheet. See Cover Sheet - <b>Attachment A</b></p>
2. Project Team	<ul style="list-style-type: none"> <li>• Provide resume, bio, and credentials of contractor and/or agency staff assigned to serve in the Incident Commander role. <ul style="list-style-type: none"> <li>○ Include descriptions of public health response experience along with dates and complexity of incident.</li> </ul> </li> <li>• Provide FEMA certificates for all required Type 3 Incident Commander positions.</li> </ul>
3. Management Approach	<p>Review the scope of work and describe:</p> <ul style="list-style-type: none"> <li>• Ability to support the training timeline for 2025.</li> <li>• Availability for 2025 in the event Contractor is needed to support public health emergency response.</li> <li>• Contractor's estimated travel costs in order to report to 1601 E Fourth Plain Vancouver Washington, 98686 in the event of a public health emergency. This includes air, hotel, car rental, and mileage expenses.</li> <li>• Identify known barriers.</li> </ul>
4. Respondent's Capabilities	<ul style="list-style-type: none"> <li>• Provide resume, bio, and credentials of contractor and/or agency staff assigned to serve in the Incident Commander role. Include descriptions of public health response experience along with dates and complexity of incident.</li> <li>• Provide FEMA certificates for all required Type 3 Incident Commander positions as outlined by FEMA <a href="https://www.fema.gov/sites/default/files/documents/fema_nqs-imt-incident-commander_nims-509.pdf">https://www.fema.gov/sites/default/files/documents/fema_nqs-imt-incident-commander_nims-509.pdf</a></li> </ul>
5. Project Approach and Understanding	<p>Review the scope of work and provide written narrative to describe:</p> <ul style="list-style-type: none"> <li>• Biography and work experiences that support serving as the Incident Commander.</li> </ul>

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**Public Health Incident Commander Support**

	<ul style="list-style-type: none"> <li>• Ability to respond within four hours to confirm availability when a request to support public health response efforts is initiated.</li> <li>• Ability to provide technical assistance outside of response via email or phone.</li> <li>• Ability to notify the County when Contractor is not available for periods throughout the year for response work.</li> <li>• Time frame to report for duty when Contractor is activated for response to 1601 E Fourth Plain Vancouver Washington, 98686 in the event of a public health emergency.</li> <li>• Describe travel costs to report for duty to 1601 E Fourth Plain, Vancouver WA 98686.</li> <li>• Include state, regional, and/or local references regarding public health response experience.</li> </ul>
<p>6. Proposed Cost</p>	<p>By completing <b>Exhibit B</b> – Budget Worksheet, Contractor shall specify their hourly rate:</p> <ol style="list-style-type: none"> <li>1. To serve as the Incident Commander and Safety Officer for public health response.</li> <li>2. For attending training and/or exercise at least 2 times annually.</li> <li>3. To provide technical guidance and attend meetings outside of response efforts such as onboarding and or planning meetings.</li> </ol> <p>As well as:</p> <ol style="list-style-type: none"> <li>4. Specify travel costs (airfare, hotel, and car rental).</li> <li>5. Any additional anticipated costs to provide services.</li> </ol>



**Request for Proposal # 918**  
**Public Health Incident Commander Support**

**Part III Proposal Evaluation & Contract Award**

Section IIIA	Proposal Review and Selection														
<p>1. Evaluation and Selection:</p>	<p>An initial screening will be completed for all proposals received to ensure that it's responsive and responsible. If available, provide a Federal SAM Unique Entity Identifier (UEI) and/or Commercial and Government Entity (CAGE) code identifier.</p> <p>All proposals that pass initial screening by attesting to meeting all the qualification requirements and submit documentation that demonstrates requirements are met, along with three professional references will advance to the verification stage.</p> <p>The verification stage will be used to obtain input from professional references to confirm stated experience leading response efforts as an IC and in command and general staff roles with a supervisor role as well as public health response experience.</p> <p>Any member of the evaluation panel will sign a confidentiality and conflict-of-interest statement, prior to receiving the proposals.</p>														
<p>2. Evaluation Criteria Scoring</p>	<p>Each proposal received in response to the RFP will be objectively evaluated and rated according to a specified point system.</p> <p><b>A one hundred (100) point system will be used, weighted against the following criteria:</b></p> <p>Each proposal received in response to the RFP will be evaluated and selected on a pass/fail system. The proposal MUST include all the completed documentation listed in Tier 1 - Qualifications below to move forward to Tier 2 - Verification. The contract negotiation will commence for proposals that pass verification. The county reserves the right to limit the number of contracts based on the number of proposals received. In the event the County limits the number of contracts negotiated, the proposed cost will be a determining factor in selection.</p> <p><b>Tier 1: Qualifications</b>  The Pass/Fail criteria is graded below:</p> <table border="1" data-bbox="402 1293 1474 1606"> <tr> <td>Provided Narrative (Approach)</td> <td>Pass/Fail</td> </tr> <tr> <td>Attests to Required Certifications</td> <td>Pass/Fail</td> </tr> <tr> <td>Provided Contractor Qualification Summary</td> <td>Pass/Fail</td> </tr> <tr> <td>Provided Proposed Cost</td> <td>Pass/Fail</td> </tr> <tr> <td>Provided References</td> <td>Pass/Fail</td> </tr> </table> <p><b>Tier 2: Verification</b>  The Pass/Fail criteria is graded below:</p> <table border="1" data-bbox="402 1728 1474 1854"> <tr> <td>Required Certifications Verified</td> <td>Pass/Fail</td> </tr> <tr> <td>References Verified</td> <td>Pass/Fail</td> </tr> </table>	Provided Narrative (Approach)	Pass/Fail	Attests to Required Certifications	Pass/Fail	Provided Contractor Qualification Summary	Pass/Fail	Provided Proposed Cost	Pass/Fail	Provided References	Pass/Fail	Required Certifications Verified	Pass/Fail	References Verified	Pass/Fail
Provided Narrative (Approach)	Pass/Fail														
Attests to Required Certifications	Pass/Fail														
Provided Contractor Qualification Summary	Pass/Fail														
Provided Proposed Cost	Pass/Fail														
Provided References	Pass/Fail														
Required Certifications Verified	Pass/Fail														
References Verified	Pass/Fail														

**Request for Proposal # 918**  
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<b>Section IIIB</b>	<b>Contract Award</b>
1. Consultant Selection	<p>The County will determine the most qualified proposer based on the evaluation criteria listed using predetermined weights, the attributes of the Proposers and the overall responsiveness of the Proposal. If the County does not reach a favorable agreement with the top Proposer, the County shall terminate negotiations and begin negotiations with the next qualified Proposer. If the County is unable to reach agreeable terms with either Proposer, they may opt to void the RFP and determine next steps.</p> <p>Clark County reserves the right to accept or reject any or all proposals received, to negotiate with any or all prospective contractors on modifications to proposals, to waive formalities, to postpone award, or to cancel in part or in its entirety this RFP. Clark County reserves the right to award the contract based on the best interests of the County.</p>
2. Contract Development	The proposal and all responses provided by the successful Proposer may become a part of the final contract.
3. Award Review	The public may view Request for Proposal documents by submitting a public records request at <a href="http://www.clark.wa.gov">www.clark.wa.gov</a> .
4. Orientation/Kick-off Meeting	Qualified contractors will complete an onboarding process within the first 15 days of executing a contract. Onboarding will include tasks and activities that will acclimate contractor(s) to public health, staff, policies and procedures, response plans, and tools

**Request for Proposal # 918  
Public Health Incident Commander Support**

**Attachment A: COVER SHEET**

General Information:

<b>Legal Name of Proposing Firm</b>	
<b>Street Address</b>	
<b>City   State   Zip Code</b>	
<b>Contact Person   Title</b>	
<b>Phone</b>	
<b>Program Location (if different than above)</b>	
<b>Email Address</b>	
<b>Tax Identification Number</b>	

**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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Public Health Incident Commander Support**

**Attachment B: LETTER OF INTEREST**

<b>Legal Name of Proposing Firm</b>	
<b>Street Address</b>	
<b>City   State   Zip Code</b>	
<b>Contact Person   Title</b>	
<b>Phone</b>	
<b>Program Location (if different than above)</b>	
<b>Email Address</b>	

- 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](mailto:Koni.Odell@clark.wa.gov) and [Priscilla.Mason@clark.wa.gov](mailto: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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Public Health Incident Commander Support**

**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.

# EXHIBIT A

## Contractor Qualification Summary

Contractors must complete and submit the following to proceed in the RFP process.

- Completed **Qualification Summary**
- Copies of **Certificates of Class Completion**
- Copies of **FEMA training report** and/or copies of applicable completed **task book(s)**.

**Instruction:** Review the required qualifications. Check YES to attest to having completed the training requirements, have received a certificate of completion, and have the experience required.

Contractors may provide additional information in the final column and/or attach additional pages (or copies of task books), if needed.

Element	Required qualifications/experience	Contractor attests to possessing the required qualifications or experience?	Describe experience if applicable.
NIMS Training Certificates	<ol style="list-style-type: none"> <li>1. ICS 400: Incident Commander</li> <li>2. E/L 0950: National Incident Management System Incident Command System All Hazards Incident Commander Course, or equivalent</li> <li>3. O-305: Type 3 All Hazards Incident Management Team (AHIMT), or equivalent</li> </ol>	Yes <input type="checkbox"/> No <input type="checkbox"/>  Yes = Contractor attests to completing all required NIMS training and has certificates and/or FEMA documentation.	
Experience	<ol style="list-style-type: none"> <li>1. Successful completion of the National Qualification System (NQS) Position Task Book (PTB) for the NIMS Type 1 Incident Commander, or equivalent AHJ documentation</li> <li>2. Satisfactory performance as a NIMS Type 3 Incident Commander (reference or task book documentation required)</li> <li>3. Served in public health as an Incident Commander or command staff (reference</li> </ol>	Yes <input type="checkbox"/> No <input type="checkbox"/>  Yes = Contractor attest to having all of the IC, leadership, and response experience listed in Experience.	

	<p>or task book documentation required).</p> <p>4. Satisfactory performance as a task force leader or strike team leader, or equivalent supervisory experience (reference or task book documentation required)</p>		
References	<p>1. Provide 3 professional references related to Incident Commander, leadership, and response experience.</p>	<p>Yes <input type="checkbox"/>      No <input type="checkbox"/></p> <p>Yes = Contractor attest to submitting with their proposal, three professional references, with contact information, as listed in References.</p>	

**References:**

Reference Name	Reference Agency	Reference Phone	Reference Email	Role of Contractor

**EXHIBIT B  
Proposed Cost / Budget Worksheet**

<b>Proposed Cost / Budget</b>			
<b>Item #</b>	<b>Budget Item</b>	<b>Hourly Rate</b>	<b>Line-Item Budget</b>
1.	Hourly rate(s) outside of response for meetings, mentoring, and/or technical support.		
2.	Hourly rate during response activation.		
3.	Travel Costs for contractors residing more than sixty miles from Vancouver, Washington		Airfare:
			Hotel:
			Rental Car:
4.	Other ( <i>please describe</i> )		



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

Project: RFP Incident Commander Support  
Service Description: Service Description  
Supplier Contract Number: SCN0000XXXX  
Contract Name: CCPH Contractor Name Few Words HDC.XXXX  
Contract Period: July 1, 2025-June 30, 2027  
Total Contract Amount: not to exceed \$100,000.00

<b>County Contacts</b>		
<b>Program</b>	<b>Fiscal</b>	<b>Contract</b>
Name 360.555.555 <a href="mailto:email@yahoo.com">email@yahoo.com</a>	Name 360.555.555 <a href="mailto:email@yahoo.com">email@yahoo.com</a>	Name 360.555.555 <a href="mailto:email@yahoo.com">email@yahoo.com</a>

<b>Contractor Contacts</b>		
<b>Program</b>	<b>Fiscal</b>	<b>Contract</b>
Name 360.555.555 <a href="mailto:email@yahoo.com">email@yahoo.com</a>	Name 360.555.555 <a href="mailto:email@yahoo.com">email@yahoo.com</a>	Name 360.555.555 <a href="mailto:email@yahoo.com">email@yahoo.com</a>

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

**CONTRACTOR**

**CLARK COUNTY**

\_\_\_\_\_  
Contractor Name, Title Date

\_\_\_\_\_  
Kathleen Otto, County Manager Date

APPROVED AS TO FORM ONLY:

\_\_\_\_\_  
Amanda Migchelbrink Date  
Deputy Prosecuting Attorney

## TERMS AND CONDITIONS

1. Services. The Contractor shall perform services as set forth in Exhibit A.
2. Time. The contract shall be effective beginning START DATE and ending END DATE. County reserves the right to extend the contract \_\_\_\_\_ (X) number (X) year/month periods, with the same terms and conditions, upon a written amendment to this Contract signed by both parties.
3. Compensation. County shall pay the Contractor for performing said services net 30 days upon receipt of a written invoice, according to the schedule set forth in \_\_\_\_\_ (example, "Exhibit B"), which is attached hereto and incorporated herein by this reference. The parties mutually agree that in no event may the amount billing exceed \$00,000.00 without prior approval of the County and upon a written amendment to this Contract signed by both parties. This Contract is contingent upon funding being available for the term of the Contract and the Contractor shall have no right of action against the County in the event that the Contractor is unable to perform its obligations under this Contract as a result of the suspension, termination, withdrawal, or failure of funding to the County or lack of sufficient funding of the County for this Contract. Any work performed prior to effective date of this Contract will be at the sole expense and risk of the Contractor.
  - 3.1. The invoice shall include:
    - 3.1.1. Payee information, (Agency Name, Address, phone/email)
    - 3.1.2. Invoice date
    - 3.1.3. Period of services included on invoice
    - 3.1.4. Invoice number
    - 3.1.5. Supplier Contract Number: SCN0000XXXX
    - 3.1.6. Payor information:

Clark County Public Health  
Attn: CHAP  
PO BOX 9825  
Vancouver, WA 98666
  - 3.2. Invoices shall be sent electronically to: [CHAP@clark.wa.gov](mailto:CHAP@clark.wa.gov).

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

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

8. Wage and Hour Compliance. Contractor shall comply with all applicable provisions of the Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall always save County free, clear, and harmless from all actions, claims, demands, and expenses arising out of said act and the rules and regulations that are or may be promulgated in connection therewith.
9. Social Security and Other Taxes. The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises, or payments required by any city, federal, or state legislation that is now or may during the term of this contract be enacted as to all persons employed by the Contractor in performance of the work pursuant to this Contract and shall assume exclusive liability therefore, and meet all requirement's thereunder pursuant to any rules and regulations that are now and may be promulgated in connection therewith.
10. Contract Documents. The contract documents included in this contract include Exhibit A, Scope of Work, *Exhibit B, Budget Summary, and Exhibit C, Special Terms and Conditions*. If there is a conflict between the provisions of these documents, the provisions of this Contract shall control.
11. Equal Employment Opportunity. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, gender, gender identity, sexual orientation, age, disability, marital status, or national origin.
12. Changes. County may, from time to time, require changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between County and the Contractor, shall be in writing, signed by both parties, and incorporated in the written amendments to the Contract.
13. Public Records Act. Notwithstanding the provisions of this contract to the contrary, to the extent any record, including any electronic, audio, paper, or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, RCW

Chapter 42.56, as may hereafter be amended, Contractor agrees to maintain all records constituting public records and to produce or assist Clark County in producing such records, within the time frames and parameters set forth in state law. Contractor further agrees that upon receipt of any written public record request from the public to the Contractor, Contractor shall, within two business days, notify Clark County of receipt of the request by providing a copy of the request to the Clark County Public Records Officer.

14. Governing Law. This contract shall be governed by the laws of the State of Washington. Venue for any litigation shall be in Superior Court for the State of Washington in Clark County, Washington.

15. Confidentiality. With respect to all information relating to County that is confidential and clearly so designated, the Contractor agrees to keep such information confidential.

16. Conflict of Interest. The Contractor covenants that it has had no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder. The Contractor further covenants that no person having such interest shall be employed by or shall perform services as an independent contractor with it, in the performance of this contract.

17. Insurance.

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

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

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

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

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

17.5. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this contract shall be endorsed to waive subrogation against County, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against County, and if applicable, shall require similar written express waivers and insurance clauses from each of its subcontractors.

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

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

18. Consent and Understanding. This contract contains a complete and integrated understanding of the Contract between the parties and supersedes any understandings, contract, or negotiations,

whether oral or written, not set forth herein or in written amendments hereto duly executed by both parties.

19. Force Majeure. Neither party will be liable for failure or delay to perform obligations under this Contract, which have become practicably impossible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include without limitation natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics, or outbreak of communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control. Written notice of a party's failure or delay in performance due to force majeure must be given to the other party no later than five (5) business days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. All delivery dates under this Contract affected by force majeure shall be tolled for the duration of such force majeure. The parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist.
20. Debarment or Exclusion. The Contractor certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in any federally funded program by any federal department or agency (Excluded Person) and that no owner, director, officer, or partner with an ownership or control interest in the Contractor is an Excluded Person. In addition, Contractor certifies that no employee or subcontractor of Contractor who will perform work (whether directly or indirectly) under this Contract is an Excluded Person.
21. Severability. If any provision of this contract is held invalid, the remainder would then continue to conform to the terms and requirements of applicable law.

# STATEMENT OF WORK

## 1. Background/Purpose

Clark County Public Health responds, mitigates, and supports recovery efforts regarding disease outbreaks, food borne illness outbreaks, toxic spills, biologic events, natural disasters, and other public health threats.

To support and coordinate effective public health response, The Clark County Public Health Incident Management Team respond to emergencies and threats using the National Incident Management System. Select staff are trained to perform in command and general staff roles and as agency administrators.

Clark County Public Health develops Incident Management Team competencies through training and exercise. Clark County desires to contract with multiple qualified contractors to perform as the Incident Commander in the event of a public health emergency or disaster, participate in at least 2 (two) trainings annually and serve as a mentor for developing Incident Commanders.

Clark County is the southernmost county in the Washington state. The population was 503,311 as of the 2020 census, making it the fifth most populated county in Washington, is a boarder county situated across the Columbia River from Portland, Oregon, and is situated as a border county to Multnomah, Washington, and Clackamas Counties in Oregon.

Clark County Public Health is designated under Washington State Department of Health to serve as the regional lead agency for Emergency Preparedness and Response Region 4. Region 4 includes local health jurisdictions in Clark, Cowlitz, Skamania, and Wahkiakum counties. Clark County Public Health collaborates and coordinates emergency planning and response efforts with local public health response coordinators in Region 4.

Additionally, Clark County Public Health leads the Health Care Alliance for SW Washington a healthcare coalition which includes hospital and healthcare facilities in Region 4 in addition to Klickitat County. Members of the Healthcare Alliance include critical partners such as; emergency management, local emergency response managers, hospitals, long term care facilities, and community-based organizations serving vulnerable populations.

## 2. Mandatory/Minimum Requirements

### 2.1. Mandatory Requirements

- 2.1.1. Must have FEMA ICS training certification.
- 2.1.2. FEMA certified to serve as a Type 2 Incident Commander.
- 2.1.3. FEMA certified to serve as the Safety Officer.
- 2.1.4. Must have robust internet connectivity to support virtual and or hybrid work environments.
- 2.1.5. Must coordinate and secure all travel related arrangement and expenses.
- 2.1.6. Must provide a monthly invoice by the 25th of the month, and if backup documentation is provided, may bill the agency for travel expenses. Mileage must be documented with date and addresses to and from the Center for Community Health and will be reimbursed at the current federal IRS mileage reimbursement rate.



## **2.2. Preferred Experience:**

### **2.2.1. Responding to actual public health threats.**

Examples include:

preventable disease outbreaks, hospital and healthcare evacuations, food borne illness outbreaks, natural disasters, anthrax and/or other biologic agents.

## **3. Scope of Work**

### **3.1. Clark County Public Health Onboarding**

Qualified contractors will complete an onboarding process within the first 15 days of executing a contract. Onboarding will include tasks and activities that will acclimate contractor(s) to public health, staff, policies and procedures, response plans, and tools.

#### **3.1.1 Outcomes**

- a) Review applicable Clark County Public Health policies and procedures.
- b) Review Health Officer and public health statutory requirements and authorities
- c) Review Clark County's Professional Standards of Conduct
- d) Review the Region 4 All Hazards Response Plans
- e) Orientation to tools, systems, and communication methodologies.
- f) Meet with department leadership and public health emergency preparedness and response team.
- g) Complete on site walk through and tour.

### **3.2 Incident Management Team Support**

Qualified contractors will be called upon to serve in the Incident Commander position, the Safety Officer position and any other vacant position on the Incident Management Team (IMT) when activated to respond to a public health threat. The contractor(s) will work with the Agency Administrator, Subject Matter Experts, and Command and General staff to carry out the Delegation of Responsibility for the incident using county tools and systems. The Incident Commander (IC) is responsible for the overall management of the incident and determines which Command and General Staff positions to staff in order to maintain a manageable span of control and ensure appropriate attention to the necessary incident management functions.

#### **3.2.1 The Contractor will:**

- a) Report directly to the Agency Administrator and/or Public Health Department Director during response.
- b) Execute the Delegation of Responsibility consistent with the National Incident Management System.
- c) Use Region 4 All Hazards Response Plans as guidance for the activation, management and demobilization of Incident Management Team objectives.
- d) Serve in the role of the Safety Officer and any other vacant command and general staff positions.
- e) Understand and support the role of the Equity and Inclusion Officer, a new position on the public health IMT.
- f) Rely on designated public health subject matter experts to support sound response objectives and tactics.
- g) Facilitate in action reviews every two weeks to support improvements and efficient operations.
- h) Support Emergency Preparedness and Response manager to facilitate an after action review as part of the demobilization process.
- i) Maintain a valid driver's license.

- j) Conduct work activities in compliance with County’s professional standards of conduct.

**3.2.2 Outcomes**

- a) Notify County of availability on a monthly basis.
- b) Respond to County requests to support emergency response activation within 4 hours.
- c) Perform in the position of Incident Commander for Clark County Public Health
- d) Complete and maintain required process, procedures and documentation throughout the incident.
- e) Serve as Safety Officer
- f) Complete in action review every two weeks during response.
- g) Facilitate demobilization process including the collecting of feedback for a final after action review and/or hotwash session.

**3.3 Training**

Contractors are expected to attend at least two (2) training or exercise activities annually.

**3.4 IMT Command and General Staff Mentorship**

Contractor will serve as a mentor and technical support for County Directors, leaders, managers, the Public Health Emergency Preparedness and Response staff, and the Command and General staff.

**3.4.1 Outcomes**

- a) Participate in at least 2 (two) trainings and/or exercises annually with the Clark County Public Health Incident Management Team.
- b) Attend two leadership and/or management team meetings annually to provide input and support on CCPH initiatives to expand IMT response capabilities.
- c) Be available as a subject matter expert for ad hoc questions via email to support, clarify and mentor designated County staff.
- d) Provide input and technical guidance on response process and protocols.

**3.5 Deliverables**

DELIVERABLE ITEM	DUE DATE


3.5.1 Deliverable requirements.

**4 Milestone Payments**

MILESTONES	PAYMENT

4.1 Milestone requirements.

**EXHIBIT B  
BUDGET SUMMARY**

DESCRIPTION	AMOUNT

ANNUAL BREAKDOWN	TOTAL COST
<b>TOTAL</b>	<b>\$</b>

**EXHIBIT C**  
**SPECIAL TERMS AND CONDITIONS**  
*(if applicable)*

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

- 3.1.1.3. Janitorial contracts follow WAC 296-127-023.
- 3.2. For janitorial contracts, the rates require annual (contract year) updates with Intent and Affidavit filings.
- 3.3. Look up the prevailing rates of pay, benefit, and overtime codes from this link: <http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp>
- 3.4. For prevailing wage questions, contact the Dept. of Labor and Industries at [PW1@Lni.wa.gov](mailto:PW1@Lni.wa.gov) or 360-902-5335.
- 3.5. Required Prevailing Wage Documents:
  - 3.5.1. On forms approved by the Industrial Statistician of Washington State Dept. of Labor & Industries (L&I), the Contractor shall submit to Clark County Public Health the following for itself and for each firm covered under RCW 39.12 that provided Work and materials for the Contract:
    - 3.5.1.1. A copy of an approved “Statement of Intent to Pay Prevailing Wages” required by RCW 39.12.040. The County will make no payment under this Contract for the Work performed until this statement has been approved by L&I and a copy of the approved form has been provided.
    - 3.5.1.2. A copy of an approved “Affidavit of Prevailing Wages Paid”, required by RCW 39.12.040. The Contracting Agency will not grant Completion (acceptance of the contract) until all approved Affidavit of Wages paid for Contractor and all Subcontractors have been received. The Contracting Agency will not release to the Contractor any funds retained under RCW 60.28.011 until all of the “Affidavit of Prevailing Wages Paid” forms have been approved by L&I and a copy of all the approved forms provided.
    - 3.5.1.3. The contractors and subcontractors must submit certified payroll records to L&I as required by RCW 39.12.120.
    - 3.5.1.4. The Contractor shall be responsible for any form filing fees required by L&I.
- 3.6. Prevailing Wage Unit-priced Contract.
  - 3.6.1. Time. The contract term shall not exceed one (1) year. The county reserves the right to extend the contract for an additional one (1) year period, with the same terms and conditions, by service of a written notice of its intention to do so prior to the contract termination date.
4. Federal Certifications and Assurances. Applicable for contracts (not subaward) that use \$0.01 or greater of federal funds 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II
  - 4.1. Equal Employment Opportunity
    - 4.1.1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity,

or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

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

11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

#### 4.2. Davis Bacon Act and Copeland Anti-Kickback Act

- 4.2.1. The Contractor shall pay their laborers and mechanics minimum wage rates not less than once a week in accordance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)) as pertinent to such contracts and the applicable requirements of the regulations of the Department of Labor under 29 C.F.R. Parts 3 and 5, governing the payment of wages and the ratio of apprentices and trainees to journeymen; provided that if wage rates higher than those required under such regulations are imposed by state or local law, nothing hereunder is intended to relieve the Contractor of its obligation, if any, of the requirements of 29 C.F.R. §5.5.
- 4.2.2. In addition to the federal wage rate requirements referenced in the section above, Washington state law (RCW 39.12) also contains standards for determining when a project is a public work for the purposes of state law and the payment of prevailing wage rates. By signing this Contract, the Contractor agrees to defend and hold the County harmless from any claims based on alleged failure to pay prevailing wages.
- 4.2.3. The Contractor shall be responsible for the payment of prevailing wages, if applicable, and will demonstrate its compliance by uploading the following documents to the Washington Department of Labor and Industries web portal:
  - 4.2.3.1. A “Statement of Intent to Pay Prevailing Wage” at the start of the project.
  - 4.2.3.2. An “Affidavit of Wages Paid” at the end of the project with the final payment request. The County may withhold final payment on the project until such time as both documents have been received.
- 4.2.4. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- 4.2.5. The contractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.



The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

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

#### 4.3. Contract Work Hours and Safety Standards Act

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

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

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

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

proceedings include a hearing similar in nature to that authorized by section 553 of title 5.

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

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

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

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

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

#### 4.4.2. Federal Water Pollution Control Act

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

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

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

#### 4.5. Debarment and Suspension

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

- 4.5.2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 4.5.3. This certification is a material representation of fact relied upon by Contractor. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Clark County Public Health, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 4.5.4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### 4.6. Byrd Anti-Lobbying Certification

- 4.6.1. Contractor certifies, to the best of his or her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of Contractor to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 4.6.2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 4.6.3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 4.6.4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### 4.7. Procurement of Recovered Materials

- 4.7.1. Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of

Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- 4.7.2. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
  - 4.7.2.1. Competitively within a timeframe providing for compliance with the contract performance schedule
  - 4.7.2.2. Meeting contract performance requirements; or
  - 4.7.2.3. At a reasonable price.
- 4.7.3. Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

#### 4.8. Access to Record

- 4.8.1. The contractor agrees to provide Clark County Public Health, any federal Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- 4.8.2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 4.8.3. The contractor agrees to provide any federal Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

#### 4.9. Federal Seal, Logo, and Flags

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

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

- 4.10.1. This is an acknowledgement that federal financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.
- 4.11. No Obligation by Federal Government
- 4.11.1. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- 4.12. Program Fraud and False or Fraudulent Statements or Related Acts
- 4.12.1. The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.
- 4.13. Rights to Inventions Made Under a Contract or Agreement
- 4.13.1. When applicable, the contractor must comply with 37 CFR Part 401 - RIGHTS TO INVENTIONS MADE BY NONPROFIT ORGANIZATIONS AND SMALL BUSINESS FIRMS UNDER GOVERNMENT GRANTS, CONTRACTS, AND COOPERATIVE AGREEMENTS.
5. Federal Acquisition Regulation/E-Verify. Applicable for contracts that are \$25,000 or more.
- 5.1. Contractor shall enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security (DHS) agreeing to participate in the E-Verify Program. The Contractor shall submit a copy of the MOU to the County prior to starting work under this contract and shall verify employment eligibility using the E-Verify website throughout the term of this contract.
- 5.2. If the Contractor has a subcontract in an amount equal to or greater than \$25,000 working in support of this contract, the Contractor is responsible for ensuring the subcontractor provide a DHS MOU or proof of pending application within 30 days after this contract start date.
- 5.3. Employment eligibility searches must be conducted by the Contractor and its covered subcontractors prior to making offers of employment. Evidence of search results must be maintained in each employee's personnel file. Upon completion of this contract, the Contractor shall provide the County with a written document certifying the authorized employment status of its employees and those of any subcontractors assigned to perform work under this contract.

- 5.4. E-Verify program and enrollment information is available at the Department of Homeland Security website: <http://www.uscis.gov/e-verify>.
6. Adequate COVID-19 Safety Protocols. Applicable for federally funded contracts that are over the simplified purchase acquisition threshold (\$250,000 or more).
  - 6.1. If applicable, Contractor shall, for the duration of the contract, comply with the Executive Order on Ensuring Adequate COVID Safety Protocols for Federal Contractors and Guidance on COVID-19 Workplace Safety for Federal Contractors. This clause shall apply to any workplace locations, as specified by the Task Force Guidance, in which an individual is working on or in connection with a Federal Government contract or subcontract (at any tier).
7. County-Issued Equipment or Device. Applicable to contracts when the contractor will be receiving County-owned equipment or devices to complete the contracted work.
  - 7.1. Contractor agrees to take proper care of all equipment or devices issued by the County. Mobile computing, telecommunications, and storage devices include but are not limited to laptop computers, flash drives, external hard drives, cell phones, or any legacy, existing, or future technologies that may be used for mobile computing, telecommunications, or data storage. Upon contract termination or end date, Contractor will return all County property in proper working order within (3) three business days. Contractor agrees that mobile computing, telecommunications, and storage devices should only be used for conducting County business associated with the contract.
  - 7.2. Contractor is required to:
    - 7.2.1. Have a password in place on all devices that can be password-protected.
    - 7.2.2. Take reasonable precautions to protect County hardware, software, and information from theft, damage, and misuse. This includes but is not limited to ensuring that the equipment is securely stored whenever it is not in use; remaining in the possession of the devices as carry-on luggage when the employee is traveling by plane, train, or bus.
    - 7.2.3. Immediately report to County the loss or theft of mobile computing, telecommunications, and storage devices by contacting the Program Manager contact listed in this contract.
      - 7.2.3.1. If the equipment has been stolen, report the theft to appropriate local law enforcement agencies and submit the report to the Program Manager listed above.
    - 7.2.4. Connect networkable devices to the County network at least once per month for inventory and maintenance purposes.
    - 7.2.5. Refrain from installing software applications without proper approval.

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