



RFP #788

PROFESSIONAL, TECHNICAL AND EXPERT SERVICES

Clark County Washington

RELEASE DATE: WEDNESDAY, OCTOBER 28, 2020

DUE DATE: WEDNESDAY, NOVEMBER 18, 2020 by 1:30 pm

Request for Proposal for:

SOLID WASTE CONTRACT NEGOTIATION

SUBMIT:

One (1) Original

Four (4) Complete Copies

One (1) Complete Electronic Copy (USB Flash Drive)

of the Proposal to:

Clark County

Office of Purchasing

P.O. Box 5000

1300 Franklin Street, 6th Floor, Suite 650

Vancouver, Washington 98660

564-397-2323

Proposals can be hand delivered between 8:00 am – 3:00 pm, Monday – Friday, except Legal Holidays.

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

*****DO NOT PUT IN ANY DROP BOX LOCATED IN THE BUILDING*****

*****Hand Delivery Requires Entrance to the building using the North Door on the First Floor.***

*****Anyone entering the building must wear a face mask*****

Refer Questions to Project Manager:

Travis Dutton

Solid Waste Program Manager

travis.dutton@clark.wa.gov

564-397-8103

General Terms and Conditions

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

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

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

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

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

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

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

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

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

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

ENVIRONMENTALLY RESPONSIBLE PURCHASING PROGRAM - Clark County has implemented an Environmentally Responsible Purchasing Policy with a goal to reduce negative impacts on human health and the environment. Negative environmental impacts include, but are not limited to, greenhouse gases, air pollution emissions, water contamination, waste from the manufacturing process and waste in packaging. This policy also seeks to increase: 1) water and energy efficiency; 2) renewable energy sources; 3) use of products with recycled content; 4) product durability; 5) use of products that can be recycled, reused, or composted at the end of

its life cycle. Product criteria have been established on the Green Purchasing List <http://www.clark.wa.gov/general-services/purchasing/erp/environmental.html>

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.

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

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

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

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

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

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Part I Proposal Requirements

Section IA General Information

1. Introduction

The Clark County Washington, Public Health Department is issuing this Request for Proposal (RFP) for the purpose of securing Solid Waste contract preparation and negotiation services to the County.

Proposers must respond to all sections to be considered.

Clark County has made this Request for Proposal subject to Washington State statute RCW 39.34. Therefore, the proposer may, at the proposers' option, extend identical prices and services to other public agencies wishing to participate in this RFP. Each public agency wishing to utilize the contract that results from this RFP will be binding only their agency. Each contract is between the proposer and the individual agency with no liability to Clark County.

2. Background

Clark County and the City of Vancouver jointly contract with Columbia Resource Company (CRC) for solid waste related services. This contract gives CRC the responsibility for developing and operating transfer stations and a recycling processing facility. Additionally, the contract covers the processing and marketing of residentially collected recyclables and for transfer, transport, and landfill disposal of wastes. CRC is a wholly owned subsidiary of Waste Connections, Inc.

This contract expires on December 31, 2021; with an option to extend for a 5-year period. Clark County has notified CRC of our intent to enter negotiations for the 5-year extension, per contract requirements.

Negotiations for the optional 5-year extension must be completed by December 31, 2021.

At the expiration of this 5-year extension, Clark County and the City of Vancouver have a variety of options to pursue. The options include, but are not limited to, purchasing 3 existing transfer stations and develop a plan to operate facilities, or to negotiate and restate existing contract beyond the 5-year extension.

A detailed description of the background and history of the Regional Solid Waste System can be found in Attachment D: Clark County Regional Solid Waste System Background.

3. Scope of Project

The scope of services prepared for the Clark County Contract Negotiation RFP is intended to serve as a list of contemplated tasks to guide proposer(s). Proposers are encouraged to utilize their expertise and experience to reorganize tasks and propose alternative tasks and/or timelines that may improve the outcome and efficiency of the project. A final scope of services will be negotiated with the selected vendor and incorporated into the scope of services finalized for the professional services agreement.

Task 1: Contract Negotiation and Finalization Support

The purpose of this task is to provide County staff technical and experience-based support during contract negotiations with the existing service provider to extend the term and update business arrangements related to the provision of solid waste transfer, transport and disposal and recyclables processing. If negotiations are not successful for an extension, the work may shift to providing support in issuing an RFP (Task 4).

Consultant services:

A. Facilitate and support discussions and meetings associated with contract negotiations, including:

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- a. A preliminary meeting with negotiation team to provide up-to-date background information.
 - b. Negotiation meetings with existing owner/operator.
 - c. Debrief meetings and planning meetings with negotiation team.
 - d. Manage timelines and schedules for efficient and timely progress on reaching agreement on key principles. It is anticipated that negotiations with the existing service provider may extend over a three month to eighteen-month period, however, it is hoped that the consultant can compress this timeline.
- B. Provide analysis on and assist staff in evaluating proposed contract modifications and evaluating opportunities and limitations against the goals set by the County.
- C. Assist in defining and resolving outstanding issues.

Additional information: Consultant services do not include legal advice nor refining detailed agreement language.

Task 2: Stakeholder Engagement

The purpose of this task is to ensure all public agency stakeholders can effectively provide input on the final contract outcomes and are appropriately informed during the negotiation process. Primary stakeholders include, but are not limited to, jurisdictions that sign on to the final contract via interlocal agreements, County leadership, and Clark County Council.

Consultant services:

- A. Facilitate 1-2 stakeholder meetings during the negotiations process in order to gather input, clarify desired outcomes, and accomplish other requirements that support buy-in for results of negotiations.
- B. Additional communication with stakeholder group(s) as necessary throughout project.
- C. Assist County staff in keeping primary stakeholders appropriately updated as negotiations progress.
- D. Attend a presentation to Clark County Council to assist County staff in providing an overview of the negotiation outcomes, the negotiation process, as well as answer any questions.

Additional information: All meetings discussed in this scope of work are, at this time, expected to be through virtual platforms or phone calls. If necessary, in-person meetings are available following strict COVID-19 recommendations and meeting individuals' health needs.

Task 3: On-call hourly technical assistance as needed

The purpose of this task is to address any consultant support needed throughout the project not clearly stated above.

Consultant services:

- A. Additional meeting attendance or assisting in presentations to stakeholders.
- B. Research on specific items as directed.
- C. Other tasks outside the fixed scope of tasks 1 and 2.

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Task 4 (optional): Development of RFP process

The purpose of this task is to assist County staff in the development and management of an RFP process to solicit proposals from companies which are interested in providing needed services. This task would not be initiated until tasks 1-3 have reached unsuccessful outcomes.

4. Project Funding

This Project is primarily funded through tip fees collected by the County from the operation and administration of the Clark County Regional Solid Waste System. Allocation of funds for this RFP will be established based on the funds requested in the selected proposal(s) and the recommended actions developed from completing Phase One and Phase Two of project.

Clark County, Washington in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notified all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all contractors 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 the owner's race, color, national origin, sex, age, disability, income-level, or LEP in consideration for an award.

5. Timeline for Selection

The following dates are the **intended** timeline:

Proposals Due	November 18, 2020
Proposal Review/Evaluation Period	November 18 – 23
Interview/Demonstration (optional)	N/A
Selection Committee Recommendation	November 24, 2020
Contract Negotiation/Execution	November – December 2020
Contract Intended to Begin	January 4, 2021

6. Employment Verification

Effective November 1, 2010, to be considered **responsive** to any formal Clark County Bid/RFP or Small Works Quote, all vendors shall submit before, include with their response or within **48 hours** after submittal, a copy of their E-Verify MOU or proof of pending enrollment. The awarded contractor shall be responsible to provide Clark County with the same E-Verify enrollment documentation for each sub-contractor (\$25,000 or more) within thirty days after the sub-contractor starts work. Contractors and sub-contractors shall provide a report(s) showing status of new employee's hired after the date of the MOU. The status report shall be directed to the county department project manager at the end of the contract, or annually, which ever comes first. E-Verify information and enrollment is available at the Department of Homeland Security web page: www.dhs.gov/E-Verify

How to submit the MOU in advance of the submittal date:

- Hand deliver to 1300 Franklin St, Suite 650, Vancouver, WA 98660, or;
- E-mail: koni.odell@clark.wa.gov or priscilla.ricci@clark.wa.gov

Note : Sole Proprietors shall submit a letter stating exempt.

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Section IB

Work Requirements

1. Required Services
Provide County staff technical and experience-based support during contract negotiations with the existing service provider to extend the term and update business arrangements related to the provision of solid waste transfer, transport and disposal and recyclables processing.

2. County Performed Work
The Clark County Public Health Department is the lead agency for administration and management of the Project.

The County Project Team consists of staff from Clark County Environmental Public Health Solid Waste Operations Section led by the Solid Waste Program Manager.

The City of Vancouver Public Works, Solid Waste Division has assigned staff to participate and contribute to the team supporting completion of the negotiation.

The Project Team is responsible for directing the work to be performed under the contract, providing data as requested, scheduling meetings, reviewing client drafts and providing feedback. In addition, the Project Team is responsible for coordinating and scheduling meetings with stakeholders including the RSWSSC, SWAC and local jurisdictions. The Project Team will ensure that the Contractor performs work as described, remains on schedule and provides the expected deliverables.

This section is intended to be a summary of the work to be performed to be by the County Project Team and is not inclusive of all the work to be performed.

3. Deliverables & Schedule
The following is a high-level list of deliverables. Work on this project is expected to commence in January 2021. The schedule and final list of deliverables will be negotiated based on selected vendors proposal. Negotiations for the optional 5-year extension must be completed by December 31, 2021.

Task 1: Contract Negotiation and Finalization Support
 - a) Cost benefit assessment of opportunities and threats
 - b) Pre-meeting strategy guidance
 - c) Post-meeting debriefs
 - d) Reports based on any necessary research
Task 2: Stakeholder Engagement
 - a. Meetings and input analysis with key stakeholders
 - b. Reports and summaries of stakeholder input
 - c. Presentations (2) to Clark County Council
Task 3: On-call hourly technical assistance as needed
 - a. Nonspecific currently
Task 4 (optional): Development of RFP process
 - a. Draft and Final RFP documents.
 - b. Addenda documentation as required.
 - c. Evaluation report.
 - d. Recommendations for award.

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4. Place of Performance Contract negotiation is expected to primarily take place via virtual platforms such as Zoom or Microsoft Teams. However, it may take place in the County's facility, the Proposer's facility, a third-party location or any combination thereof.
5. Period of Performance A contract awarded as a result of this RFP will be for one year and is intended to begin on, January 4, 2021 and end by January 4th, 2022.
- Clark County reserves the right to extend the contract resulting from this RFP for a period of two (2) additional years, in one (1) year increments, with the same terms and conditions, by service of a written notice of its intention to do so prior to the contract termination date.
6. Prevailing Wage (When Applicable) Pursuant to State of Washington RCW 39.12, all payment for salaries and wages shall conform to State of Washington Department of Labor and Industries as prevailing wage rates. For this project select the Clark County rates that apply on the bid opening date from either of these sites:
- <http://www.wsdot.wa.gov/Design/ProjectDev/WageRates/default.htm>
- <http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates>
- Before payment is made by the Local Agency of any sums due under this contract, the Local Agency must receive from the Contractor and each Subcontractor a copy of "Statement of Intent to Pay Prevailing Wages" (Form L & I Number 700-29) approved by the Washington State Department of Labor and Industries.
- 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 bid items of this contract
7. Debarred/Suspended Federally or Washington State debarred or suspended suppliers may not participate in this Request for Proposal.
- All proposer's must fill out, sign and submit the "Certification Regarding Debarment, Suspension, and Other Responsibility Matter" form with their proposal to be eligible to participate.
8. Public Disclosure 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.
- 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

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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.

9. Insurance/Bond

A. Commercial General Liability (CGL) Insurance written under ISO Form CG0001 or its latest equivalent with minimum limits of \$1,000,000 per occurrence and in the aggregate for each one year policy period. Personal and Advertising Injury \$1,000,000 and General Aggregate \$2,000,000. 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 shall be listed as additional insured.

B. Automobile

If the Proposer or its employees use motor vehicles in conducting activities under this Contract, liability insurance covering bodily injury and property damage shall be provided by the Proposer through a commercial automobile insurance policy. The policy shall cover all owned and non-owned vehicles. Such insurance shall have minimum limits of \$1,000,000 combined single limit 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.

C. Umbrella Liability Coverage

Umbrella Coverage in the amount of \$5,000,000 occurrence/aggregate limit shall be provided and will apply over all liability policies without exception, including but not limited to Commercial General Liability, Automobile Liability, Employers Liability and Professional Liability.

D. Waiver of Subrogation

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

E. Pollution and Asbestos Liability

If hazardous material is encountered during any construction, the Project Manager must be notified immediately, and if any work is done to remove it, any Proposer performing work shall obtain and keep in effect during the term of the contract, Pollution Liability Insurance, including Asbestos Liability covering bodily injury, property damage, environmental damage, including any related clean up costs. Combined single limit should be a minimum of \$5,000,000.00 occurrence/aggregate limit.

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F. Proof of Insurance

Proof of Insurance shall be provided prior to the starting of the contract performance. Proof will be on an ACORD Certificate(s) of Liability Insurance, which the Proposer shall provide to Clark County. Each certificate will show the coverage, deductible and policy period. Policies shall be endorsed to state that coverage will not be suspended, voided, canceled or reduced without a 30-day written notice by mail. It is the Proposer's responsibility to provide evidence of continuing coverage during the overlap periods of the policy and the contract.

G. Worker's Compensation

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

All policies must have a Best's Rating of A-VII or better.

10. Plan Holders List

All proposers are required to be listed on the plan holders list.

- ✓ Prior to submission of proposal, please confirm your organization is on the Plan Holders List below:

To view the Plan Holders List, please click on the link below or copy and paste into your browser. Clark County RFP site: <https://clark.wa.gov/internal-services/requests-proposals>

- If your organization is NOT listed, submit Attachment B - Letter of Interest to ensure your inclusion.
- Proposals received by Clark County by proposers not included on the Plan Holders List may be considered non-responsive.

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Part II Proposal Preparation and Submittal

Section IIA Pre-Submittal Meeting / Clarification

1. Pre-Submittal Meeting
There will not be pre-submittal meeting or site visit scheduled for this project.
2. Proposal Clarification
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.

The deadline for submitting such questions/clarifications is November 5, 2020.

An addendum will be issued no later than November 6th, 2020 to all recorded holders of the RFP if a substantive clarification is in order.

The Questions & Answers/Clarifications are available for review at the link below. Each proposer is strongly encouraged to review this document prior to submitting their proposal.

Clark County RFP site: <https://clark.wa.gov/internal-services/requests-proposals>

Section IIB Proposal Submission

1. Proposals Due
Sealed proposals must be received no later than the date, time and location specified on the cover of this document.

The outside of the envelope/package shall clearly identify:
 1. RFP Number and;
 2. TITLE and;
 3. Name and Address of the Proposer.
Responses received after submittal time will not be considered and will be returned to the Proposer - unopened.

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.
2. Proposal
Proposals must be clear, succinct and not exceed 20 excluding resumes, E-Verify and coversheet. Proposer's who submit more than the pages indicated may not have the additional pages of the proposal read or considered.

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 readily recyclable.

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.

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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.

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.

Additional support documents, such as sales brochures, should be included with each copy unless otherwise specified.

Section IIC

Proposal Content

1. Cover Sheet
This form is to be used as your proposal Cover Sheet
See Cover Sheet - Attachment A
2. Project Team
List the titles, office locations, and qualifications of each proposed team member. Describe their specific contributions to this project and ability to meet project objectives.
3. Management Approach
Describe your approach to facilitating and supporting solid waste contract negotiations.
Provide a list of (3) three references similar projects, preferably related to solid waste or a public utility. Provide current contact information for each reference.
4. Respondent's Capabilities
Define your capability to perform the work described in the scope of work including previous work history from at least three projects of similar scope. Please provide your unique qualifications, work for other public agencies, samples, etc.
5. Project Approach and Understanding
Please describe your approach to facilitating and supporting contract negotiations. The description should demonstrate your understanding of the specific scenario we have described.
6. Proposed Cost
Proposers are required to provide an estimate of cost for services described in Tasks 1-3. For each task, use multiple lines which detail hourly rates, expenses, and overhead. Task 4 is optional, and cost of service will not be considered at this time.
7. Employment Verification
Please refer to section 1A.6. – E-Verify

IMPORTANT NOTE: Include this portion of the response immediately **AFTER** the cover page, if not already on file with Clark County. Current vendors on file can be viewed at:

<https://www.clark.wa.gov/general-services/purchasing-overview>

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Part III Proposal Evaluation & Contract Award

Section IIIA Proposal Review and Selection

1. Evaluation and Selection: Proposals received in response to this RFP will be evaluated by a Review Committee comprised of staff from Clark County Public Health and The City of Vancouver Public Works.
2. Evaluation Criteria Scoring: Each proposal received in response to the RFP will be objectively evaluated and rated according to a specified point system.

A one hundred (100) point system will be used, weighted against the following criteria:

Proposal Approach / Quality	35
Key Team Experience and Qualifications	25
Work History / Examples	15
Cost	10
References	15
Total Points	100

Section IIIB Contract Award

1. Consultant Selection: The County will award a contract to the highest scoring Proposer. Should the County not reach a favorable agreement with the highest scoring Proposer, the County shall suspend or terminate negotiations and commence negotiations with the second highest scoring Proposer and so on until a favorable agreement is reached.
2. Contract Development: The County intends to enter into contracts with an individual consultant or a team of consultants lead by a primary contractor.

Proposers not selected to proceed to the contract negotiation phase will be notified in writing via email correspondence. The successful proposer will be notified in writing via email correspondence and contacted by the Project Manager to set a schedule to negotiate the terms and conditions of the contract. The form of contract shall be the County's Contract for Professional Services (examples available upon request).

Upon completion of the negotiation phase, the contractor will be notified via DocuSign that a final contract is available for execution by authorized signatories. 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 proposal documents. After contract execution, proposers may seek additional clarification on the scores, proposals and interviews.
4. Orientation/Kick-off Meeting: An orientation. Kick-off meeting will be scheduled with the project team after the contractor has been formally approved to proceed.

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Attachment A: COVER SHEET

General Information:

Legal Name of Proposing Firm _____

Street Address _____ City _____ State _____ Zip _____

Contact Person _____ Title _____

Phone _____ Fax _____

Program Location (if different than above) _____

Email Address _____

Tax Identification Number _____

ADDENDUM:

Proposer shall acknowledge receipt of Addenda by checking the appropriate box(es).

None 1 2 3 4 5 6

NOTE: Failure to acknowledge receipt of Addendum may render the proposal non-responsive.

I certify that to the best of my knowledge the information contained in this proposal is accurate and complete and that I have the legal authority to commit this agency to a contractual agreement. I realize the final funding for any service is based upon funding levels, and the approval of the Clark County Council and required approvals.

Authorized Signature of Proposing Firm

Date

Printed Name

Title

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Attachment B: LETTER OF INTEREST

Legal Name of Applicant Agency _____

Street Address _____

City _____ State _____ Zip _____

Contact Person _____ Title _____

Phone _____ Fax _____

Program Location (if different than above) _____

Email Address _____

- All proposers are required to be included on the plan holders list.
- If your organization is NOT listed, submit the 'Letter of Interest' to ensure your inclusion.

Email Letter of Interest to: Koni.Odell@clark.wa.gov and Priscilla.Ricci@clark.wa.gov

Clark County web link:
<https://clark.wa.gov/internal-services/requests-proposals>

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

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

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Attachment C



Clark County, Washington

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

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

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal 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.

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

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

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Solid Waste Contract Negotiation

Attachment D: Clark County Regional Solid Waste System Background

Pursuant to RCWs 70.95 and 36.58, the County is lead agency for planning and operation of the Regional Solid Waste system. Clark County Environmental Public Health, Solid Waste Operations Section, led by the Solid Waste Program Manager is responsible for planning and operation of the Regional Solid Waste System.

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

REGIONAL SOLID WASTE SYSTEM – TRANSFER SYSTEM

The Regional Solid Waste System consists of three transfer stations and a material recovery facility operated under a single contract. Each transfer station has a household hazardous waste facility and recycling area for public drop off. The current contractor is Columbia Resource Company, L.P. (CRC) a wholly owned subsidiary of Waste Connections Incorporated (WCI).

The Contract with CRC was first entered into on April 11, 1991. The contract has been amended six times, most recently in 2006. The contract includes provisions for transfer, transportation and disposal of municipal solid waste generated in the County.

In recent months Columbia Resource Company has informally presented a proposal to Clark County for extending the transfer, transport and disposal contract for an additional 10-year term beyond the current December 31, 2021 expiration date.

The primary disposal site is Finley Buttes landfill located near Boardman, OR. The secondary facility is Wasco County Landfill located near The Dalles, OR. Both landfills are owned by WCI. The majority of waste processed at the two primary transfer stations is transported by Tidewater barge to Finley Buttes. Trucking subcontractors provide short haul transportation services from the transfer facilities to the barge loading facility and from the barge unloading facility in the Port of Boardman to Finley Buttes. Waste processed at the Washougal Transfer Station (WTS) is transported by truck directly to Wasco. Total 2017 system through put of MSW was 382,803 tons.

The Clark County Comprehensive Solid Waste Management Plan (CSWMP - <https://www.clark.wa.gov/public-health/solid-waste-management-plan>) is the guiding public document for developing and managing the regional system.

THE CENTRAL TRANSFER AND RECYCLING FACILITY (CTR)

CTR serves as the primary solid waste handling facility. CTR is located at 11034 NE 117th Avenue in Vancouver, WA. The site is within the urban services area of Clark County. CTR operates seven days per week. The facility is open from 6:00 a.m. to 6:00 p.m. Monday through Friday and 8:00 a.m. to 4:00 p.m. Saturday and Sunday. The HHW facility operates Friday, Saturday and Sunday from x am to x pm.

CTR opened on January 1, 1992 with the final closure of Leichner Landfill. During the second-half of 1991, CRC reconstructed and expanded the former R&R Transfer site to include a new 40,000-square-foot transfer building with a hydraulic compactor unit. The old transfer building was expanded to 13,000 square feet and converted for use as a public drop-off area for HHW and source-separated recyclable materials. An automated scale system for route trucks was installed in 2012.

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CTR has a MSW design throughput capacity of approximately 1,200 tons per day of MSW under the current hours of operation authorized in the approved conditional use permit. CTR vehicle throughput capacity is severally impacted at times by public self-haul traffic which results in increased wait times for commercial collection vehicles and the public. In addition, public self-haul traffic during peak usage times can result in traffic backups and associated safety concerns on 117th Street/ State Highway 503 in both directions.

WEST VANCOUVER TRANSFER AND RECYCLING FACILITY (WVAN)

West Vancouver Transfer and Recycling facility (WVAN) serves as the secondary solid waste handling facility. WVAN also serves as the primary material recovery facility for all commercial and residential recyclables collected throughout the county. The West Van Facility includes an 82,000-square-foot main building which also houses the material recovery facility. WVAN is located at 6601 Lower River Road, Vancouver, WA. The site is within the city limits of the City of Vancouver. WVAN operates six days per week. The facility is open Monday to Saturday from 6:00 a.m. to 6:00, and open on Saturdays 8:00 am to 4:00 p.m. The HHW facility is open Friday and Saturday.

WVAN opened in 1993 and included a pre-commingled recyclable sort line for recovery of source separated residential recyclables. A commingled material recovery system was installed in 2009 to process comingled residential recyclables. WVAN has a MSW design capacity of approximately 1,000 tons of MSW per day under the current hours of operation authorized in the approved conditional use permit. WVAN has both design and space constraints that limit the ability to process waste to maximum design criteria. The compactor system is an elevated belt feed design which has required constant maintenance resulting in increases to overall processing time. The facility design did not incorporate any top load capabilities to process waste when the compactor is out of service or during emergencies.

WASHOUGAL TRANSFER STATION (WTS)

WTS was constructed in 2008-2009 with the intent of being the primary solid waste handling facility for route truck deliveries from the Cities of Washougal and Camas as well as for self-haul use on a limited schedule. WTS is located in the Port of Camas Washougal at 4020 S. Grant Street, Washougal, WA. The site is within the city limits of the City of Washougal. Transfer Stations are an outright allowed use in the Port heavy industrial zone. No conditional use permit was required when the facility was permitted and constructed.

WTS is a basic three bay top load facility with a single trailer loading bay. The facility has a footprint of 4,500 - square-feet. The current MSW design capacity of WTS is 150 tons per day. WTS has seen a rapid increase in MSW tonnage processed and the number of transactions at the site. The facility is nearing current design capacity. The initial design of the facility incorporated plans for the facility to be expanded to meet future demand.

WTS is open to commercial collection vehicles five days per week Monday through Saturday from 7:00 a.m. to 5:00 p.m. WTS was initially open to the public on Wednesdays and Saturdays. CRC recently added a third day of operations for public deliveries to the site. WTS is now open to the public on Wednesday and Friday from 7:00 a.m. to 5:00 p.m. and Saturday from 8:00 a.m. to 4:00 p.m. The HHW facility is open two Saturdays per month.