



CLARK COUNTY

RFP #823

CRESA SERVICE, STAFFING & INFRASTRUCTURE ASSESSMENT

QUESTIONS and ANSWERS

UPDATED: MAY 10, 2022

	QUESTION	ANSWER
1.	The RFP’s “Cost of Proposal & Award” section states the contractual agreement with Clark County will consist of (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. Would the County be able to provide a copy of the sample contractual agreement?	See Sample Contract
2.	The “Environmentally Responsible Purchasing Program” section includes a link to the County’s Environmentally Responsible Purchasing Policy which includes the following statement: “Contractors/vendors that supply products and/or services shall provide or use products that meet the criteria listed from the Green Purchasing List.” The “Green Purchasing List” is not included within this linked policy. Would the County be able to provide a copy of the “Green Purchasing List”?	See attached Green Purchasing List
3.	In Section 6. Prevailing Wage (When Applicable), the RFP references RCW 39.04.350 which refers to “public works”. RCW 39.04.010 defines “public works” as “...all work, construction, alteration, repair, or improvement other than ordinary maintenance...” Further, the links in the RFP show the prevailing wage for Clark County in a table referring only to “trade” classifications (e.g., brick masons and carpenters), not professional personnel. Can the County please verify that that the Prevailing Wage does not apply to this RFP?	Prevailing wage would not apply

CRESA Professional Services Contract

THIS CONTRACT, entered into this ____ day of _____ 2022, by and between Clark Regional Emergency Services Agency, after this called "CRESA," a regional governmental agency, and **VENDOR NAME**, after this called "Contractor."

W I T N E S S E T H

WHEREAS, Contractor has been chosen through a competitive process by CRESA, **RFP NAME**, and has the expertise to provide services for CRESA and to perform those services more particularly set out in the proposal attached hereto and incorporated herein by this reference as Exhibit B, Contractor's Response to **RFP NAME**.

WHEREAS, CRESA does not have available staff to provide such services for the benefit of the services of CRESA, NOW, THEREFORE,

CRESA AND CONTRACTOR MUTUALLY AGREE AS FOLLOWS:

1. Services

Contractor shall perform services as set forth in Exhibit A, **RFP NAME**.

2. Time

The Contract shall be effective beginning **DATE** and ending **DATE**.

3. Compensation

CRESA shall pay Contractor for performing said services upon receipt of a written invoice according to the schedule set forth in Exhibit C, which is attached hereto and incorporated herein by this reference. The parties mutually agree that in no event may the amount billed exceed **AMOUNT** without prior approval of CRESA.

4. Termination

CRESA may terminate this Contract immediately upon any breach by Contractor in the duties of Contractor as set forth in this Contract. The waiver by CRESA 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 sixty (60) days prior written notice. Further, CRESA may terminate this Contract upon immediate notice to Contractor in the event the funding for the project ceases or is reduced in amount. Contractor will be reimbursed for services expended up to the date of termination. Within fourteen (14) days of any termination Contractor will provide all work products and working documents developed within the effective term of the Contract.

5. Independent Contractor

Contractor shall always be an independent contractor and not an employee of CRESA and shall not be entitled to compensation or benefits of any kind except as specifically provided

herein. This Contract does not authorize the Contractor to act as agent or legal representative of CRESA for any purpose whatsoever, unless expressly authorized by CRESA.

6. Indemnification / Hold Harmless

Contractor shall defend, indemnify and hold CRESA, 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 acts, errors or omissions of Contractor in performance of this Contract, except for injuries and damages caused by the sole negligence of CRESA.

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 Contractor and CRESA, its officers, officials, employees, and volunteers, Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes 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.

7. 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 CRESA 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.

8. Social Security and Other Taxes

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 Contractor in performance of the work pursuant to this Contract and shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules and regulations that are now and may be promulgated in connection therewith.

9. Contract Documents

Contract documents consist of this Contract, **Exhibit A** (RFP NAME) and **Exhibit B** (Contractor's Response to RFP NAME) and **Exhibit C** (Payment Schedule). If there is a conflict between the provisions of these documents, the provisions of this Contract shall control.

10. Equal Employment Opportunity

Contractor will comply with RCW 49.60.280, including that Contractor will not discriminate against any employee or applicant for employment because of age, sex, marital status, sexual orientation, race, creed, color, national origin, citizenship or immigration status, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, unless based upon a bona fide occupational qualification.

11. Changes

CRESA may, from time to time, require changes in the scope of the services to be performed hereunder. Any amendments to this Contract, including any increase or decrease in the amount of Contractor's compensation, which are mutually agreed upon by and between CRESA and Contractor, shall be in writing and signed by both parties prior to becoming effective.

12. 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, chapter 42.56 RCW, as may hereafter be amended, Contractor agrees to maintain all records constituting public records and to produce or assist CRESA 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, Contractor shall, within two business days, notify CRESA by providing a copy of the request to the CRESA Public Records Officer.

13. Governing Law

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

14. Intellectual Property; Confidentiality

All documents, reports, memoranda, diagrams, sketches, plans, design calculations, working drawings, data, patents, intellectual property and any other materials created or otherwise prepared by the Contractor as part of its performance of this Contract shall be owned by and become the property of CRESA and may be used by CRESA for any purpose beneficial to CRESA.

With respect to all information relating to CRESA that is confidential and clearly so designated, Contractor agrees to keep such information confidential.

15. Conflict of Interest

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. Contractor further covenants that no person having such interest shall be

employed by it or shall perform services as an independent contractor with it, in the performance of this Contract.

16. Insurance

Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, or employees.

Contractor's maintenance of insurance as required by the Contract shall not be construed to limit the liability of Contractor to the coverage provided by such insurance, or otherwise limit CRESA's recourse to any remedy available at law or in equity.

Contractor shall obtain insurance of the types and coverage described below and maintain the following insurance limits:

- a. Commercial General Liability (CGL) insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. CRESA shall be named as an additional insured under Contractor's Commercial General Liability insurance policy with respect to the work performed for CRESA using an additional insured endorsement at least as broad as ISO CG 20 26.

CGL insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

- b. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as ISO form CA 00 01.

Automobile Liability insurance shall be written with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

- c. Professional Liability insurance appropriate to Contractor's profession. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit to include Technology Errors and Omissions.

- d. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

17. Other Insurance Provisions

Contractor's Commercial General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect to CRESA. Any insurance, self-insurance, or self-insured pool coverage maintained by CRESA shall be excess of Contractor's insurance and shall not contribute with it.

Contractor shall furnish CRESA with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of Contractor before commencement of the work.

18. Consent and Understanding

This Contract, including the Exhibits, contains a complete and integrated understanding of the agreement 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. Other Contract Provisions

a. Notices:

Any formal notice or communication required to be given under this Contract shall be deemed properly given if delivered either by physical or electronic means, or if mailed postage prepaid and addressed to:

VENDOR

CRESA

Attn: NAME

710 W 13th Street

Vancouver, WA 98660

E-MAIL

PHONE NUMBER

b. No Third-Party Rights:

The provisions of this Contract are for the sole benefit of the parties, and they will not be construed as conferring any rights to any third party (including any third-party beneficiary rights).

c. Assignment:

This Contract may not be transferred or assigned by a party without the prior written consent of the other party, which may be withheld in such party's reasonable discretion.

d. Counterparts:

This Contract may be executed in any number of counterparts, each of which shall be an original, and together such counterparts will constitute one and the same instrument.

e. 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.

IN WITNESS THEREOF, CRESA and Contractor have executed this Contract on the date first above written.

VENDOR NAME

**CLARK REGIONAL EMERGENCY
SERVICES AGENCY**

Signature

Signature

Name (Typed or Printed)

Dave Fuller, Director

Name (Typed or Printed)

Date

Date

Approved as to Form Only:

Approved as to Form Only:

Title:

Title:


Signature

Signature

Name (Typed or Printed)

Name (Typed or Printed)

Document Control No.: OW-D-006	Date Last Revised - 9/25/13	Approved By: Green Procurement Team
Document Title: Quick Green List		Page 1 of 2

QUICK GREEN LIST E-mail: doug.e.fir@clark.wa.gov Green Purchasing Web Site at https://clark.wa.gov/internal-services/purchasing-overview										
OFFICE PRODUCTS										
Types	Commodity Code	Minimum Criteria								
Copy Paper	645.33	Meet EPA Guidelines Minimum stock specifications for photocopy paper shall be <table border="1" style="margin-left: 20px;"> <tr> <td>Substance Weight</td> <td>≥ Sub 20</td> </tr> <tr> <td>Brightness</td> <td>≥ 84</td> </tr> <tr> <td>Opacity</td> <td>≥ 88</td> </tr> <tr> <td>Post consumer Fiber</td> <td>≥ 30%</td> </tr> </table> Process Chlorine Free (USA - Chlorine Free Products Association info@chlorinefreeproducts.org)	Substance Weight	≥ Sub 20	Brightness	≥ 84	Opacity	≥ 88	Post consumer Fiber	≥ 30%
Substance Weight	≥ Sub 20									
Brightness	≥ 84									
Opacity	≥ 88									
Post consumer Fiber	≥ 30%									
Printer	204; 206	ENERGY STAR® rated; duplexing unit								
FACILITIES PRODUCTS										
Types	Commodity Code	Minimum Criteria								
Water (jugs and bottled)	31; 390.91; 393; 962; 985	Tapwater -- Meets EPA standards for drinking water								
Glass Cleaners Kitchen, Break Room and Shop Degreaser All Purpose Cleaner Restroom Fixture Cleaner Toilet Bowl Cleaners	485.76	 Green Seal is a non-profit organization dedicated to safeguarding the environment and promoting the use of environmentally responsible products and services.								
Bathroom Tissue	640.66	Meet EPA Guidelines								
Paper Towels	640.66	Meet EPA Guidelines								
Plastic Can-Liners LDPE -- low density polyethylene HDPE -- high density polyethylene	665.24	California Integrated Waste Management Board (CIWMB) recycled content trash program, Section 42290-42297 which requires 10% post-consumer recycled content by weight.								

The products listed meet Clark County's environmentally responsible purchasing criteria. However, the inclusion of commercial products on this list is not to be construed as an actual or implied endorsement or recommendation of such products by the County. In addition, there may be other products available that also meet the same criteria and County performance requirements.

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Document Title: Quick Green List		Page 2 of 2

VEHICULAR PRODUCTS		
Types	Commodity Code	Minimum Criteria
Antifreeze – Conventional & Extended Life	060.67	A minimum of 70% of the ethylene glycol used in producing the antifreeze must have been recycled at a permitted RCRA facility by means of fractional distillation process and the resulting antifreeze must meet or exceed new product specifications.
Re-refined Motor Oil	405.87	“Re-refined ” means oil products manufactured with a minimum of one hundred percent (100%) re-refined base stock (for oils meeting the API CH-4 and SJ specification), and also for oil manufactured with a minimum percentage of 85% re-refined base stock, for oils meeting the API CI-4 specification.
Universal Tractor Fluid	405.87	Manufactured with a minimum of one hundred percent (100%) re-refined base stock. Meets service fill performance requirements of Cat., John Deere, Ford, Int. Harvester, Allis Chalmers, JI Case, Massey Ferguson
TRANSPORTATION PRODUCTS		
Types	Commodity Code	Minimum Criteria
<i>No products at this time</i>		
LANDSCAPING PRODUCTS		
Types	Commodity Code	Minimum Criteria
Compost	355.69	- Clark County Approved Organics Processing Facility
Pesticides	675.58 988.36 988.89	Aquamaster; Barricade; Casoron 4G; Element 4; Escort XB; Gallery 75DF; Garlon 4 Ultra; Habitat; Imprelis; Oust XP; Polaris; Plantskydd Deer Repellent; Plateau; Primo Maxx; ProClipse 65 WDG; Razor Pro, Roundup Custom; Roundup Pro; Scythe, Sedgehammer, Sulfomet XP; Square One

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