



**REQUEST for PROPOSAL #919**  
PROFESSIONAL, TECHNICAL AND EXPERT SERVICES

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Clark County Washington

RELEASE DATE: WEDNESDAY, APRIL 9, 2025  
DUE DATE: WEDNESDAY, MAY 7, 2025 by 11:00 am

Request for Proposal for:

**PROFESSIONAL CONSULTING SERVICES FOR SOLID WASTE  
OPERATIONS**

**SUBMIT:**

One (1) USB containing submission materials

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<br>ATTN: Office of Purchasing<br>1300 Franklin Street, 6 <sup>th</sup> Floor, Suite 650<br>Vancouver WA 98660<br>564-397-2323 | Clark County<br>ATTN: Office of Purchasing<br>PO Box 5000<br>Vancouver WA 98666-5000<br>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:**

Joelle Loescher  
Solid Waste Operations Manager | Public Works  
[Joelle.Loescher@clark.wa.gov](mailto:Joelle.Loescher@clark.wa.gov)  
564-397-8126

## General Terms and Conditions

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

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

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

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

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

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

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

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

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

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

**MUNICIPAL RESEARCH and SERVICE CENTER** - Clark County (WA) contracts with the Municipal Research and Service Center (MRSC) to maintain our Consultant, Small Works and Vendor rosters. To be eligible to participate in this Clark County public solicitation and the resulting contract, your business must be registered with the MRSC Rosters. Failure to register may result in your proposal being marked nonresponsive. Be sure to select Clark County in your application. If you have questions about the registration process, contact the MRSC Rosters at 206-436-3798 or <https://mrsrosters.org/businesses/business-membership/>

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

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

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

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

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

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

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

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

**PROTESTS** - Must be submitted to the Purchasing Department.

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

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

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

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

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

FOR ALTERNATIVE FORMATS  
**Clark County ADA Office: V: 564-397-2322**  
[ADA@clark.wa.gov](mailto:ADA@clark.wa.gov)

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# Request for Proposal #919

## Professional Consulting Services for Solid Waste Operations

### Part I Proposal Requirements

| Section IA      | General Information   |
|-----------------|---|
| 1. Introduction | <p>Clark County Public Works (County) Solid Waste Operations Program is seeking proposals from qualified consultants (Proposers) to facilitate the Regional Solid Waste System Steering Committee (RSWSSC) in evaluating and implementing changes to the regional solid waste system. The selected Proposer will provide facilitation, legal and financial analysis, and administrative support for RSWSSC’s semiannual and ad-hoc meetings.</p> <p><b>Key Priorities:</b></p> <ol style="list-style-type: none"> <li>1. Develop a framework for forming a regional solid waste utility.</li> <li>2. Finalize decisions on transitioning transfer stations to public ownership under the proposed utility.</li> <li>3. Facilitate discussions on siting and developing a North County Transfer Station.</li> <li>4. Recommend actions and timelines aligned with the Clark County Comprehensive Solid Waste Management Plan (CSWMP).</li> </ol> <p>The Proposer will ensure decisions reflect regional priorities and align with legislative, financial, and operational considerations.</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>During recent years, agencies within Clark County have discussed the potential benefits of forming a regional solid waste utility structure. In September of 2024, Clark County entered into a service agreement contract with the City of Vancouver and Columbia Resource Company. This contract, in part, asserted a strong preference for regional-entity ownership of the transfer stations. It was further agreed upon that the County and Vancouver intend to negotiate the terms of an interlocal agreement pursuant to chapter 39.34 RCW that identifies a statutory mechanism for the formation of the entity to be the County successor, a general initial framework for shared, representational governance by all participating jurisdictions, and establishing a transparent and accountable timeline for the formation of the entity by December 31, 2029.</p> <p><b><u>What is RSWSSC</u></b><br/> RSWSSC is comprised of the Public Works Directors or their designees from the Cities of, Battle Ground, Camas, La Center, Ridgefield, Vancouver, Washougal, the town of Yacolt and</p>   |

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|                            | <p>the Public Works Director for Clark County which is the lead agency for the regional effort. Interlocal agreements between the County and the cities and town include language outlining the role of RSWSSC. The agreements provide direction to the County concerning the development of the regional solid waste system, its infrastructure, and the implementation of the recommended priorities and programs outlined in the CSWMP. RSWSSC provides recommendations to the County on matters such as contracts, budgets, resource sharing, system analysis and improvements, and public education, outreach, and marketing. RSWSSC reviews the priorities for waste reduction and waste recycling outlined in the CSWMP to assure that these priorities are incorporated in the budget proposals and work programs of member organizations, to assess the results of programs and projects, and to assure that future infrastructure needs are addressed through operational practices and procedures. RSWSSC maintains regular communication with the Clark County Solid Waste Advisory Commission (SWAC) and elected officials. Members of RSWSSC meet semiannually throughout the year with special meetings called as needed. For more information on the committee, the RSWCC Bylaws are provided in <b>Exhibit A</b>.</p> <p><b><u>Planning area</u></b><br/> The regional solid waste system planning area includes the incorporated and unincorporated areas of Clark County. This includes the cities of Battle Ground, Camas, La Center, Ridgefield, Vancouver, Washougal, and the town of Yacolt. Clark County, with an estimated 2023 population of 527,400, is the southernmost county in the state of Washington.</p> <p>The region’s six cities and one town account for an estimated 54.5% of the population in 2023 while the remaining 45.5% remains unincorporated. Current population and demographic information for the county is maintained on the <a href="#">Clark County Demographics data story map</a> including race, ethnicity, age, language spoken, disabilities, and housing. This data is analyzed to inform programmatic efforts and needs to ensure equitable access to programs and services.</p> <p><b><u>Local reference model for the creation of a regional utility</u></b><br/> RSWSSC and county representatives have begun conversations with the <a href="#">Discovery Clean Water Alliance</a> as an example of a successful local model that moved toward public utility. The Discovery Clean Water Alliance legally formed in 2013 and represents the culmination of several years of evaluation to determine the optimum long-term framework for delivery of regional wastewater transmission and treatment services to the urban growth areas in the central portion of Clark County, Washington. The selected Proposer is encouraged to reference and expand upon a similar model when developing their proposal.</p> <p><b><u>Supporting documents</u></b><br/> Each Proposer may obtain the following background information in electronic format from the Clark County website:</p> <ul style="list-style-type: none"> <li>• <a href="#">2015 Clark County Solid Waste Management Plan</a></li> <li>• Draft <a href="#">Comprehensive Solid Waste Management Plan for years 2025-2030</a> (adoption pending)</li> <li>• The Regional Solid Waste System Study <a href="#">Phase 1</a> and <a href="#">Phase 2</a> reports</li> <li>• The <a href="#">Evaluation of ownership options</a> report</li> <li>• <a href="#">North Area Transfer Station Preliminary Siting Report</a></li> </ul> |
| <p>3. Scope of Project</p> | <p>The selected Proposer will provide a team of professionals that will complete a framework for forming a regional solid waste utility structure. The framework will address the information necessary for RSWSSC to formally endorse the regional solid waste utility and will function as a guidance document for the transition of services to the regional entity.</p> <p>The scope of project includes:</p> <ul style="list-style-type: none"> <li>• <b>Facilitation:</b> Guide discussions and decision-making for RSWSSC meetings and with partner agencies.</li> </ul>  |

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## Professional Consulting Services for Solid Waste Operations

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|                    | <ul style="list-style-type: none"> <li>• <b>Organization:</b> Manage the project using project management methodologies and best practices, including time management.</li> <li>• <b>Legal Support:</b> Ensure compliance with legislation, signed contracts, and develop interlocal agreements.</li> <li>• <b>Financial Analysis:</b> Evaluate funding strategies and asset transfer plans.</li> <li>• <b>Framework Development:</b> Produce a comprehensive framework for transitioning to a regional utility.</li> </ul> <p>The framework for creating a regional solid waste utility will require a high level of engagement to ensure support for the plan. This engagement includes areas internal to the partner agencies (elected level, management/administration, legal, finance, operations, etc.) and external to the partner agencies (community stakeholders, coordinating agencies, customers, etc.).</p> <p>The specific elements of the framework are envisioned to include, at a minimum, the following:</p> <ul style="list-style-type: none"> <li>• <b>Chartering:</b> The objectives and approach for the framework effort will be further developed with input from the partner agencies in a chartering phase. Agreement on the specific objectives is intended to keep the effort focused and attention to the approach is critical for enhanced understanding and ultimate endorsement by the Partners.</li> <li>• <b>Legal:</b> Legal analysis of the regional agency structure and governance and/or representation as well as applicable laws and regulations is required for RSWSSC to make final decisions on these topics. Additionally, the legal work needs to incorporate existing agreement obligations and consider future changes in services. Complete development of the new interlocal agreements for the regional solid waste utility structure will be completed as part of implementing the framework.</li> <li>• <b>Financial:</b> Further financial analysis for the regional solid waste utility is required to develop a complete transition plan for the new structure. A plan to transfer ownership of assets and attendant liabilities will consider existing requirements associated with debt obligations. Evaluation of how regional funds should be used, such as capital improvement projects, will be center to the discussion.</li> <li>• <b>Operations:</b> A plan will be prepared to establish the organizational structure and approach to operating the regional assets as an integrated system, including staff positions, responsibilities, and reporting relationships. The transition from the current operational arrangement to the regional approach will outline the necessary steps to ensure compliance with current permit and other requirements and will consider collective bargaining agreements and other current obligations of the partner agencies.</li> <li>• <b>Public Information and Outreach:</b> A public information strategy will be developed to communicate the proposed changes to the broader community. Outreach efforts will be employed to also engage key stakeholders that may seek to provide input into the functioning of the regional solid waste utility.</li> </ul> |
| 4. Project Funding | Allocation of funds for this RFP will be established during contract negotiations.  |

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## Professional Consulting Services for Solid Waste Operations

|   |   |                       |                |                                    |                |                                    |             |               |             |                                   |                  |   |                       |                                    |              |                                |                        |                            |              |
|---|---|-----------------------|----------------|------------------------------------|----------------|------------------------------------|-------------|---------------|-------------|-----------------------------------|------------------|---|-----------------------|------------------------------------|--------------|--------------------------------|------------------------|----------------------------|--------------|
| <p>5. Title VI Statement</p>            | <p><b>Title VI Statement</b></p> <p>Clark County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.</p> <p>El Condado de Clark, de acuerdo con las disposiciones del Título VI de la Ley de Derechos Civiles de 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d a 2000d-4) y el Reglamento, por la presente notifica a todos los postores que se asegurará afirmativamente de que cualquier contrato celebrado de conformidad con este anuncio, las empresas comerciales desfavorecidas tendrán la oportunidad plena y justa de presentar ofertas en respuesta a esta invitación y no serán discriminadas por motivos de raza, color u origen nacional en consideración a un laudo.</p> <p>La póliza del condado de Clark es garantizar que ninguna persona por motivos de raza, color, origen nacional o sexo según lo dispuesto en el Title VI of the Civil Rights Act de 1964, según enmendada, sea excluida por participar en, ser negado los beneficios de, o ser discriminado por cualquier programa o actividad patrocinada por el condado. Para preguntas relacionadas con el programa de Title VI de Obras Públicas del condado de Clark, o para servicios de interpretación o traducción para personas que no hablan inglés. O para que los materiales estén disponibles en un formato alternativo, comuníquese con el coordinador del Title VI de Obras Públicas del condado de Clark por correo electrónico a <a href="mailto:CCPW-TitleVI@clark.wa.gov">CCPW-TitleVI@clark.wa.gov</a> o por teléfono a 564-397-4944. Las personas con problemas de audición / habla pueden llamar a Washington Relay Center al 711.</p> <p>For questions regarding Clark County Public Works' Title VI Program, or for interpretation or translation services for non-English speakers, or otherwise making materials available in an alternate format, contact Clark County Public Works' Title VI Coordinator via email at <a href="mailto:CCPW-TitleVI@clark.wa.gov">CCPW-TitleVI@clark.wa.gov</a> or phone at 564-397-4944. Hearing/speech impaired may call the Washington Relay Center at 711.</p> |                       |                |                                    |                |                                    |             |               |             |                                   |                  |   |                       |                                    |              |                                |                        |                            |              |
| <p>6. Timeline for Selection</p>        | <p>The following dates are the <b>intended</b> timeline:</p> <table border="1" data-bbox="423 1285 1511 1848"> <tr> <td>Pre-submittal Meeting</td> <td>April 16, 2025</td> </tr> <tr> <td>Deadline for Questions and Answers</td> <td>April 30, 2025</td> </tr> <tr> <td>Final date for Addendum, if needed</td> <td>May 2, 2025</td> </tr> <tr> <td>Proposals Due</td> <td>May 7, 2025</td> </tr> <tr> <td>Proposal Review/Evaluation Period</td> <td>May 8 – 22, 2025</td> </tr> <tr> <td>Interviews/Demonstration (if requested)</td> <td>May 28 – June 4, 2025</td> </tr> <tr> <td>Selection Committee Recommendation</td> <td>June 6, 2025</td> </tr> <tr> <td>Contract Negotiation/Execution</td> <td>June 15 – July 1, 2025</td> </tr> <tr> <td>Contract Intended to Begin</td> <td>July 1, 2025</td> </tr> </table>   | Pre-submittal Meeting | April 16, 2025 | Deadline for Questions and Answers | April 30, 2025 | Final date for Addendum, if needed | May 2, 2025 | Proposals Due | May 7, 2025 | Proposal Review/Evaluation Period | May 8 – 22, 2025 | Interviews/Demonstration (if requested) | May 28 – June 4, 2025 | Selection Committee Recommendation | June 6, 2025 | Contract Negotiation/Execution | June 15 – July 1, 2025 | Contract Intended to Begin | July 1, 2025 |
| Pre-submittal Meeting                   | April 16, 2025  |                       |                |                                    |                |                                    |             |               |             |                                   |                  |   |                       |                                    |              |                                |                        |                            |              |
| Deadline for Questions and Answers      | April 30, 2025  |                       |                |                                    |                |                                    |             |               |             |                                   |                  |   |                       |                                    |              |                                |                        |                            |              |
| Final date for Addendum, if needed      | May 2, 2025   |                       |                |                                    |                |                                    |             |               |             |                                   |                  |   |                       |                                    |              |                                |                        |                            |              |
| Proposals Due                           | May 7, 2025   |                       |                |                                    |                |                                    |             |               |             |                                   |                  |   |                       |                                    |              |                                |                        |                            |              |
| Proposal Review/Evaluation Period       | May 8 – 22, 2025  |                       |                |                                    |                |                                    |             |               |             |                                   |                  |   |                       |                                    |              |                                |                        |                            |              |
| Interviews/Demonstration (if requested) | May 28 – June 4, 2025   |                       |                |                                    |                |                                    |             |               |             |                                   |                  |   |                       |                                    |              |                                |                        |                            |              |
| Selection Committee Recommendation      | June 6, 2025  |                       |                |                                    |                |                                    |             |               |             |                                   |                  |   |                       |                                    |              |                                |                        |                            |              |
| Contract Negotiation/Execution          | June 15 – July 1, 2025  |                       |                |                                    |                |                                    |             |               |             |                                   |                  |   |                       |                                    |              |                                |                        |                            |              |
| Contract Intended to Begin              | July 1, 2025  |                       |                |                                    |                |                                    |             |               |             |                                   |                  |   |                       |                                    |              |                                |                        |                            |              |

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**Professional Consulting Services for Solid Waste Operations**

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| <p>7. Employment Verification</p> | <p>The Proposer, if awarded the Contract, shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program before execution of the Contract. The Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Agreement are eligible to work in the United States. The Contractor shall provide verification of compliance upon County request. Failure by Contractor to comply with this subsection shall be considered a material breach. (Sole Proprietors must submit a letter stating such.)</p>  |
| <p><b>Section IB</b></p>          | <p><b>Work Requirements</b></p>   |
| <p>1. Required Services</p>       | <p>The selected Proposer will provide all necessary staff and equipment to complete the scope of work. The Proposer will coordinate with the County, RSWSSC members, and other partners as necessary. This is a qualifications based selection process, do not submit pricing/costs.</p> <p>1. <u>Preferred Requirements</u></p> <p>1.1 Experience working with government agencies, (preferably local governments)</p> <p>1.2 Experience/knowledge of Solid Waste Management Plans and Department of Ecology Guidelines</p> <p>1.3 Experience/knowledge of Solid Waste Rate Study methodology</p> <p>1.4 Experience/knowledge of project management techniques and methodologies (PMP preferred)</p> <p>1.5 Experience/ knowledge working in Washington state and an understanding of RCWs and WACs associated with solid waste</p> <p>1.6 Experience performing detailed legal analysis in support of recommendations for decisions</p> <p>1.7 Consultant is local and available to meet in person, as requested</p> <p>2. <u>Mandatory/Minimum Requirements</u></p> <p>2.1 Must have knowledge of websites and software programs including Excel, Smartsheet, or other project management software.</p> <p>2.2 Must have demonstrated knowledge, ability, and skill in developing project documents and updating and distributing regularly (as needed)</p> <p>2.3 Must have demonstrated knowledge and experience analyzing data related to solid waste</p> <p>2.4 Must have excellent project management and communication skills</p> <p>2.5 Must be available to meet with the County project team monthly, in person as requested</p> <p>2.6 Must provide 3-5 references (name, email, phone number) that can verify satisfactory work and experience</p> <p>2.7 Must use the County branding and style guide (which will be provided to awarded Proposer) for any reports and presentations</p> <p>2.8 Must be an experienced and skilled communicator with expert judgment, interpersonal and team skills, with the ability to adapt to the needs of various</p> |

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|  | <p>stakeholder groups</p> <p>2.9 Must be able to utilize communication models/methods/technology to reach desired decisions and consensus</p> <p>2.10 Must have experience and understanding of public records law and demonstrate expert judgement and sensitivity in communication and documentation.</p>  |  |                     |             |          |  |  |  |  |     |                   |   |                     |     |                  |  |         |
|--|--|--|---------------------|-------------|----------|--|--|--|--|-----|-------------------|---|---------------------|-----|------------------|--|---------|
| <p>2. County Performed Work</p>                | <p>Clark County will provide:</p> <ul style="list-style-type: none"> <li>• A designated County contact to act as project lead and coordinator</li> <li>• Contract administration</li> <li>• Meetings with Contractor on a schedule to be determined (e.g. weekly, monthly, or as needed)</li> <li>• Coordination of meeting site locations, scheduling, and sending meeting invites to stakeholders</li> <li>• Access to relevant documents, reports, and data</li> <li>• County project lead will review submitted deliverables and will approve deliverables or provide input for the Contractor to incorporate and resubmit</li> <li>• Invoice processing and payment</li> <li>• County will provide document templates and the county style guide for reports, presentations, and documents as needed</li> </ul>   |  |                     |             |          |  |  |  |  |     |                   |   |                     |     |                  |  |         |
| <p>3. Deliverables &amp; Schedule</p>          | <p>This is a suggested schedule and is subject to change:</p> <p>Below are the anticipated deliverables for this contract. Refer to deliverables as outlined above in <b>Section IA 3. Scope of Project</b> for more details. The table below outlines anticipated deliverables and anticipated timelines for the following tasks. Note the timeline for completing the work will be finalized during contract negotiations.</p> <table border="1" data-bbox="423 1459 1515 1923"> <thead> <tr> <th>#</th> <th>Deliverable</th> <th>Description</th> <th>Due Date</th> </tr> </thead> <tbody> <tr> <td colspan="4"><b>Task 1: Ongoing/administrative services</b></td> </tr> <tr> <td>1.1</td> <td>Project documents</td> <td>Develop and maintain project documents with regular updates and version control to County team and Stakeholders</td> <td>Monthly (as needed)</td> </tr> <tr> <td>1.2</td> <td>Invoices/Billing</td> <td>Submit monthly invoices with all necessary details as directed by contract according to the established timeline, reflecting spend-down on the agreed budget</td> <td>Monthly</td> </tr> </tbody> </table> | #  | Deliverable         | Description | Due Date | <b>Task 1: Ongoing/administrative services</b> |  |  |  | 1.1 | Project documents | Develop and maintain project documents with regular updates and version control to County team and Stakeholders | Monthly (as needed) | 1.2 | Invoices/Billing | Submit monthly invoices with all necessary details as directed by contract according to the established timeline, reflecting spend-down on the agreed budget | Monthly |
| #  | Deliverable  | Description  | Due Date            |             |          |  |  |  |  |     |                   |   |                     |     |                  |  |         |
| <b>Task 1: Ongoing/administrative services</b> |  |  |                     |             |          |  |  |  |  |     |                   |   |                     |     |                  |  |         |
| 1.1  | Project documents  | Develop and maintain project documents with regular updates and version control to County team and Stakeholders  | Monthly (as needed) |             |          |  |  |  |  |     |                   |   |                     |     |                  |  |         |
| 1.2  | Invoices/Billing   | Submit monthly invoices with all necessary details as directed by contract according to the established timeline, reflecting spend-down on the agreed budget | Monthly             |             |          |  |  |  |  |     |                   |   |                     |     |                  |  |         |

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|                                     |     |   |   |   |
|-------------------------------------|-----|---|---|---|
|                                     | 1.3 | Meeting Agendas   | Proposer will be responsible for developing all agendas and submitting to County Project Manager for review in advance of all meetings  | On going                                |
|                                     | 1.4 | Project Plan  | Proposer will be responsible for developing an initial Project Plan and submitting to County Project Manager for review in advance of first kick-off meeting  | Within 30 days of contract execution    |
|                                     | 1.5 | Review Cost-Benefit Analysis of Transfer Station Ownership /Operation Options | Review drafts and final versions of the document developed by FCS Group   | As needed                               |
| <b>Task 2: Meeting facilitation</b> |     |   |   |   |
|                                     | 2.1 | Meetings with County team   | Monthly project check-ins (virtual/remote)  | Monthly (additional meetings as needed) |
|                                     | 2.2 | Meetings with RSWSSC  | Facilitate meetings and discussions at the regularly scheduled biannual meeting time (May/Sept) and as needed with RSWSSC including topics such as <ul style="list-style-type: none"> <li>The siting and development of a North County Transfer Station</li> <li>Recommending actions and timelines to support the priorities identified in the Comprehensive Solid Waste Management Plan (CSWMP)</li> </ul> Updates on the Cost/Benefit analysis work of FCS Group | TBD                                     |
|                                     | 2.3 | Meetings with individual RSWSSC members                                       | It may be necessary to have meetings with RSWSSC members from time to time. These meetings may be in person or virtual and will include the County Project Manager  | As needed                               |
|                                     | 2.4 | Meetings with Stakeholders  | Additional stakeholders may be identified throughout the process  | TBD                                     |
|                                     | 2.5 | Meeting with FCS Group  | It may be necessary to meet with FCS Group to review findings and updates on the cost/benefit analysis of ownership   | TBD                                     |

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|   |     |  |   |                                       |
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|   | 2.6 | Presentations                          | Presentations to City and / or County Councils  | As Needed                             |
|   | 2.7 | RSWSSC Spring/Fall Meetings            | Lead and facilitate, in person  | Bi-Annually (May/Sept.)               |
|   | 2.8 | RSWSSC Annual Retreat Meetings         | This is an all-day meeting with the RSWSSC group, in person   | Annually (June or July)               |
|   | 2.9 | Additional meetings TBD                | TBD   | TBD                                   |
| <b>Task 3: Manage project using project management methodologies and best practices</b> |     |  |   |                                       |
|   | 3.1 | Team Charter                           | Develop Team Charter/Team Agreement with RSWSSC members using county template   | Within 60 days of contract execution  |
|   | 3.2 | Project Charter                        | Develop and finalize project charter for project  | Within 60 days of contract execution  |
|   | 3.3 | Project Communications Management Plan | Develop and manage plan for project   | Within 60 days of contract execution  |
|   | 3.4 | Project Schedule/Gantt Chart           | Develop a detailed schedule to share with RSWSSC members with key milestones/phase gates  | Within 60 days of contract execution  |
|   | 3.5 | Project Management Plan                | Develop and manage plan for project   | Within 90 days of contract execution  |
|   | 3.6 | Project Stakeholder Engagement Plan    | Develop and manage a stakeholder engagement including stakeholder register  | Within 90 days of contract execution  |
|   | 3.7 | Risk Management Plan                   | Identify risks and develop risk register  | Within 120 days of contract execution |
|   | 3.8 | Other documents (as needed)            | TBD   | TBD                                   |
| <b>Task 4: Present final decision on moving toward public ownership</b>                 |     |  |   |                                       |
|   | 4.1 | Research/Findings                      | Developing and presenting the information required for RSWSSC to make decisions on the various aspects of the regional solid waste system | Within 120 days of contract execution |
|   | 4.2 | Review schedule/timeline/milestones    | Establishing a clear timeline/schedule for  | Within 120 days of contract execution |

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|   |  |  | RSWSSC to decide on public ownership  |                                       |
| 4.3   | Public ownership options developed             |  | Develop short list of public ownership options  | June 30, 2026                         |
| 4.4   | Cost/Benefit Analysis review                   |  | Review the finding of the cost/benefit analysis completed by FCS group; provide RSWSSC guidance on next steps                             | June 30, 2026                         |
| 4.5   | Present options for legal governance structure |  | Guide RSWSSC on options and lead group on reaching consensus  | June 30, 2026                         |
| <b>Task 5: Establish a framework for forming a regional solid waste utility structure</b> |  |  |   |                                       |
| 5.1   | Lead and facilitate "Summit" meeting           |  | Organize and facilitate "public ownership summit" with RSWSSC members   | On or before December 31, 2025        |
| 5.2   | Research/Findings                              |  | Developing and presenting the information required for RSWSSC to make decisions on the various aspects of the regional solid waste system | Within 120 days of contract execution |
| 5.3   | Review schedule/timeline/milestones            |  | Establishing a clear timeline/schedule for RSWSSC to decide on public ownership   | Within 120 days of contract execution |
| 5.4   | Public ownership options developed             |  | Develop short list of public ownership options  | June 30, 2026                         |
| 5.5   | Finalize formation of public entity            |  | Determine powers and structure, formation, legal structure, governance structure  | December 31, 2026                     |
| <b>Task 6: Develop Memorandum(s) of Agreement</b>   |  |  |   |                                       |
| 6.1   | Develop "Core Values"                          |  | To be included in future MOAs   | On or before December 31, 2025        |
| 6.2   | Develop "Guiding Principles"                   |  | To be included in future MOAs   | On or before December 31, 2025        |
| 6.3   | Memorandum of Agreement b/w RSWSSC members     |  | Guide and assist RSWSSC in agreeing to terms of an MOU/MOA or interlocal agreement  | On or before December 31, 2025        |
| <b>Task 7: Develop Interlocal Agreement (s)</b>   |  |  |   |                                       |
| 7.1   | Assist RSWSSC                                  |  | Assist RSWSSC and County project lead in  | June 1, 2027                          |

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|                                 |   | drafting the interlocal agreement |   |
|                                 | 7.2   | Interlocal Agreement (Draft)      | Identifies a statutory mechanism for formation of the entity to be the County successor, a general initial framework for shared, representational governance by all participating jurisdictions, and establishing a transparent and accountable timeline for the formation of the entity by December 31, 2029 |
| <b>Task 8: Project Closeout</b> |   |                                   |   |
|                                 |   | Amendment to extend               | Determine by this date if there is a need to extend the agreement; provide supporting documentation   |
|                                 |   | Next steps/transition plan        | If applicable, provide recommendations and next steps on the transition to the regional solid waste utility   |
|                                 |   | Final documents due               | Project Closeout  |
|                                 |   |                                   | December 31, 2027   |
|                                 |   |                                   | June 30, 2028   |
|                                 |   |                                   | June 30, 2028   |
| 4. Place of Performance         | <p>All RSWSSC meetings take place in person in varying locations throughout Clark County. It is an expectation that the selected team will have in-person representation at these meetings.</p> <p>Administrative tasks may take place in the County's facility, the Proposer's facility, a third-party location, or any combination thereof.</p>   |                                   |   |
| 5. Period of Performance        | <p>A contract awarded as a result of this RFP will be for three (3) years) and is intended to begin on July 1, 2025 and end June 30, 2028.</p> <p>Clark County reserves the right to extend the contract resulting from this RFP for a period of four (4) additional years, in two (2) year increments, with the same terms and conditions, 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> |                                   |   |

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| <p>6. Prevailing Wage<br/>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><br/> <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> <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>  |

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| <p>10. Insurance/Bond</p> | <p><b>A. <u>Waiver of Subrogation</u></b><br/>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><br/>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><br/>As required by the industrial insurance laws of the State of Washington.</p> <p><b>D. <u>Automobile</u></b><br/>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><br/>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> <p><b>F. <u>Professional Liability (aka Errors and Omissions)</u></b><br/>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> |
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|                       | <p><b>G. <u>Umbrella Liability Coverage</u></b><br/>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>H. <u>Additional Insured</u></b><br/>Clark County, its officers, employees and agents, will be named on all policies of contractor and any subcontractors as an additional insured, with no restrictions or limitations concerning products and completed operations. This coverage shall be primary coverage and noncontributory to any coverage maintained by Clark County. The contractor shall provide Clark County with verification of insurance and endorsements required by this agreement. Clark County reserves the right to require complete, certified copies of all required insurance policies at any time. All insurance shall be obtained from an insurance company authorized to do business in the State of Washington.</p> <p>All policies must have a Best's Rating of A-VII or better.</p> |
| 11. Plan Holders List | <p>All proposers are required to be listed on the plan holders list.</p> <ul style="list-style-type: none"><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.<br/>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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**Part II Proposal Preparation and Submittal**

|                           |  |
|---------------------------|--|
| <b>Section IIA</b>        | <b>Pre-Submittal Meeting / Clarification</b>   |
| 1. Pre-Submittal Meeting  | A pre-submittal meeting is scheduled for Wednesday, April 16, 2025 at 10:00 am via Microsoft Teams. Proposers interested in attending shall email Project Manager, Joelle Loescher at <a href="mailto:Solidwaste@clark.wa.gov">Solidwaste@clark.wa.gov</a> to request the meeting invitation.  |
| 2. Proposal Clarification | <p>Questions and Requests for Clarification regarding this Request for Proposal must be directed in writing, via email, to the person listed on the cover page.</p> <p>The deadline for submitting such questions/clarifications is April 30, 2025 by 1:00 pm.</p> <p>An addendum will be issued no later than May 2, 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 twenty (20) pages, <u>excluding</u> 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</p>   |

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|                               | <p>reusable/recyclable binding posts, reusable binder clips or binder rings, and recyclable cardboard/paperboard binders are examples of preferable submittal materials.</p> <p>Proposers are encouraged to print/copy on both sides of a single sheet of paper wherever applicable; if sheets are printed on both sides, it is considered to be two pages. Color is acceptable, but content should not be lost by black-and-white printing or copying.</p> <p>All submittals will be evaluated on the completeness and quality of the content. Only those Proposers providing complete information as required will be considered for evaluation. The ability to follow these instructions demonstrates attention to detail.</p> <p>Additional support documents, such as sales brochures, should not be included with each copy unless otherwise specified.</p>   |
| <p><b>Section IIC</b></p>     | <p><b>Proposal Content</b></p>  |
| <p>1. Cover Sheet</p>         | <p>This form is to be used as your proposal Cover Sheet.<br/> See Cover Sheet - <b>Attachment A</b></p>   |
| <p>2. Project Team</p>        | <p>The Proposer shall indicate the overall organization and structure of the proposed team, outlining key interactions and responsibilities, with emphasis on the project manager function. Specific relevant project experiences and references shall be included in this section demonstrating the capabilities of the team for the work contemplated.</p> <p>The organization and project manager should have:</p> <ul style="list-style-type: none"> <li>• Five (5) or more years of experience involving facilitation of multi-agency groups</li> <li>• Experience working with government agencies</li> <li>• Experience working with industry partners professionally with respect for diversity</li> <li>• A legal team to ensure compliance with applicable laws and regulations</li> </ul> <p>The following are preferred but not required:</p> <ul style="list-style-type: none"> <li>• Knowledge of solid waste systems</li> <li>• Experience developing a regional system/utility framework</li> </ul> <p>Provide resumes with the titles, roles, qualifications, and office locations of each team member. Describe their specific contributions to this project and ability to perform the work described in this RFP. (Note: Resumes will not count towards the maximum page limit of the proposal identified in <b>Section IIB Proposal Submission</b> above.)</p> |
| <p>3. Management Approach</p> | <p>Proposers are to show their management approach by providing the following:</p> <ul style="list-style-type: none"> <li>• Describe how your organization manages projects including: <ul style="list-style-type: none"> <li>○ Planning</li> <li>○ Scheduling</li> <li>○ Time management</li> <li>○ Budget tracking</li> <li>○ Invoicing</li> <li>○ Task management</li> <li>○ Communications</li> <li>○ Completion of deliverables</li> </ul> </li> </ul>   |

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|  | <ul style="list-style-type: none"> <li>○ Transition plan for staff turnover/changes</li> </ul> <p>Identify any project management tools used by your organization such as Smartsheet, Microsoft Project, Adobe Workfront, etc.</p>  |
| <p>4. Respondent's Capabilities</p>          | <p>Proposers are to show their capabilities by providing the following:</p> <ul style="list-style-type: none"> <li>• Description of your organization's ability, qualifications, capacity, and interest to perform the work requested in this RFP.</li> <li>• Description of your organization's unique strengths and values.</li> <li>• A work history describing a minimum of three (3) relevant projects completed by your organization of similar scope.</li> <li>• One (1) example from a similar project completed by your organization. (Note: This example report/deliverable will not count towards the maximum page limit of the proposal identified in <b>Section IIB Proposal Submission</b> above).</li> </ul> |
| <p>5. Project Approach and Understanding</p> | <p>Proposers are to show their understanding of the project by providing an organized and detailed proposal addressing all needs described in this RFP. <b>Section IA 3. Scope of Project</b> and <b>Section IB 3. Deliverables &amp; Schedule</b> describes project deliverables, schedule, and ongoing required services.</p>   |
| <p>6. Proposed Cost</p>                      | <p>This is a qualifications-based selection process, <b>do not submit cost with proposal.</b></p>   |

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**Part III Proposal Evaluation & Contract Award**

| Section IIIA   | Proposal Review and Selection   |     |   |    |  |    |   |    |                     |  |     |
|--|---|-----|---|----|--|----|---|----|---------------------|--|-----|
| 1. Evaluation and Selection:   | <p>All proposals received will be evaluated on the completeness and quality of content. Only those that are not excluded (suspended or debarred), and provide complete information, will be evaluated, and scored by a review committee.</p> <p>All proposals that pass initial screening will have a Tier 1 evaluation by the review committee. Tier 1 evaluation is based on a point system equaling one hundred (100) points.</p> <p>Following Tier 1 review and scoring, a Tier 2 interview may be requested of top scoring candidates. This will be determined based on the Tier 1 scoring and comparability of the top scoring proposals. Tier 2 evaluation is based on a point system equaling one hundred (100) points. Tier 1 and Tier 2 scores will be combined for final consideration.</p>  |     |   |    |  |    |   |    |                     |  |     |
| 2. Evaluation Criteria Scoring   | <p>Each proposal received in response to the RFP will be objectively evaluated and rated according to a specified point system.</p> <p><b>A one hundred (100) point system will be used, weighted against the following criteria:</b></p> <p>Tier 1 - A one hundred (100) point system will be used, weighted against the following criteria:</p> <table border="1" data-bbox="402 926 1421 1932"> <tbody> <tr> <td data-bbox="402 926 1344 1203"> <p><b>Proposal approach</b></p> <ul style="list-style-type: none"> <li>• Addresses all work outlined in this RFP.</li> <li>• Includes all the information and documentation requested in this RFP.</li> <li>• Is organized, well designed, easy to navigate and understand.</li> <li>• Is free from grammatical and spelling errors.</li> </ul> </td> <td data-bbox="1344 926 1421 1203" style="text-align: center; vertical-align: bottom;">40</td> </tr> <tr> <td data-bbox="402 1203 1344 1602"> <p><b>Qualifications (Section IIC)</b></p> <p>Organization and project team is experienced in projects of similar magnitude and scope</p> <ul style="list-style-type: none"> <li>• Organization capabilities and qualifications are appropriate and beneficial to this project</li> <li>• Proposal demonstrates understanding of the project</li> <li>• Organization has local staff / offices for in person meetings</li> <li>• Organization is skilled and experienced in working with government agencies, stakeholders, the public and elected officials with respect for diversity</li> </ul> </td> <td data-bbox="1344 1203 1421 1602" style="text-align: center; vertical-align: bottom;">30</td> </tr> <tr> <td data-bbox="402 1602 1344 1879"> <p><b>Project management approach (Section IIC)</b></p> <ul style="list-style-type: none"> <li>• Project management team, management style, availability of personnel, and use of sub-consultants is outlined.</li> <li>• Demonstration of understanding of the project objectives and responsiveness of proposal to those objectives.</li> <li>• The project work plan includes detailed tasks and demonstration of ability to adhere to the indicated work schedule.</li> </ul> </td> <td data-bbox="1344 1602 1421 1879" style="text-align: center; vertical-align: bottom;">30</td> </tr> <tr> <td colspan="2" data-bbox="402 1879 1344 1932" style="text-align: right;"><b>Total Points</b></td> <td data-bbox="1344 1879 1421 1932" style="text-align: center;">100</td> </tr> </tbody> </table> |     | <p><b>Proposal approach</b></p> <ul style="list-style-type: none"> <li>• Addresses all work outlined in this RFP.</li> <li>• Includes all the information and documentation requested in this RFP.</li> <li>• Is organized, well designed, easy to navigate and understand.</li> <li>• Is free from grammatical and spelling errors.</li> </ul> | 40 | <p><b>Qualifications (Section IIC)</b></p> <p>Organization and project team is experienced in projects of similar magnitude and scope</p> <ul style="list-style-type: none"> <li>• Organization capabilities and qualifications are appropriate and beneficial to this project</li> <li>• Proposal demonstrates understanding of the project</li> <li>• Organization has local staff / offices for in person meetings</li> <li>• Organization is skilled and experienced in working with government agencies, stakeholders, the public and elected officials with respect for diversity</li> </ul> | 30 | <p><b>Project management approach (Section IIC)</b></p> <ul style="list-style-type: none"> <li>• Project management team, management style, availability of personnel, and use of sub-consultants is outlined.</li> <li>• Demonstration of understanding of the project objectives and responsiveness of proposal to those objectives.</li> <li>• The project work plan includes detailed tasks and demonstration of ability to adhere to the indicated work schedule.</li> </ul> | 30 | <b>Total Points</b> |  | 100 |
| <p><b>Proposal approach</b></p> <ul style="list-style-type: none"> <li>• Addresses all work outlined in this RFP.</li> <li>• Includes all the information and documentation requested in this RFP.</li> <li>• Is organized, well designed, easy to navigate and understand.</li> <li>• Is free from grammatical and spelling errors.</li> </ul>  | 40  |     |   |    |  |    |   |    |                     |  |     |
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| <b>Total Points</b>  |   | 100 |   |    |  |    |   |    |                     |  |     |

**Request for Proposal #919**  
**Professional Consulting Services for Solid Waste Operations**

|  |  |  |    |   |    |  |    |                     |  |            |
|--|--|--|----|---|----|--|----|---------------------|--|------------|
|  | <p><b>Tier 2:</b> Following Committee Tier 1 review of the written proposals, the top scoring proposals may be requested to participate in a Tier 2 review to receive more information. A one hundred (100) point system will be used for the second round of scoring, weighted against the following criteria:</p> <table border="1" data-bbox="402 367 1511 1056"> <tr> <td data-bbox="402 367 1289 606"> <p><b>Presentation quality</b></p> <ul style="list-style-type: none"> <li>• Proposer team provides a quality presentation to County staff.</li> <li>• Presentation adds value and detail to the written proposal.</li> <li>• Presentation is organized and high quality.</li> <li>• Proposer team is skilled at communications.</li> </ul> </td> <td data-bbox="1289 367 1511 606" style="text-align: right; vertical-align: bottom;">40</td> </tr> <tr> <td data-bbox="402 606 1289 774"> <p><b>Interview responses</b></p> <ul style="list-style-type: none"> <li>• Proposer provides detailed answers to questions from County staff</li> <li>• Responses meet committee expectations for quality, clarity and content</li> </ul> </td> <td data-bbox="1289 606 1511 774" style="text-align: right; vertical-align: bottom;">40</td> </tr> <tr> <td data-bbox="402 774 1289 1024"> <p><b>References</b></p> <ul style="list-style-type: none"> <li>• Provide three (3) references including a name, phone number, email address, what project you worked together on for each reference.</li> <li>• References are relevant to this project.</li> <li>• References from government agencies are preferred.</li> </ul> </td> <td data-bbox="1289 774 1511 1024" style="text-align: right; vertical-align: bottom;">20</td> </tr> <tr> <td colspan="2" data-bbox="402 1024 1511 1056" style="text-align: right;"><b>Total Points</b></td> <td data-bbox="1289 1024 1511 1056" style="text-align: right;"><b>100</b></td> </tr> </table> | <p><b>Presentation quality</b></p> <ul style="list-style-type: none"> <li>• Proposer team provides a quality presentation to County staff.</li> <li>• Presentation adds value and detail to the written proposal.</li> <li>• Presentation is organized and high quality.</li> <li>• Proposer team is skilled at communications.</li> </ul> | 40 | <p><b>Interview responses</b></p> <ul style="list-style-type: none"> <li>• Proposer provides detailed answers to questions from County staff</li> <li>• Responses meet committee expectations for quality, clarity and content</li> </ul> | 40 | <p><b>References</b></p> <ul style="list-style-type: none"> <li>• Provide three (3) references including a name, phone number, email address, what project you worked together on for each reference.</li> <li>• References are relevant to this project.</li> <li>• References from government agencies are preferred.</li> </ul> | 20 | <b>Total Points</b> |  | <b>100</b> |
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| <p><b>Interview responses</b></p> <ul style="list-style-type: none"> <li>• Proposer provides detailed answers to questions from County staff</li> <li>• Responses meet committee expectations for quality, clarity and content</li> </ul>  | 40   |  |    |   |    |  |    |                     |  |            |
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| <b>Total Points</b>  |  | <b>100</b>   |    |   |    |  |    |                     |  |            |
| <p><b>Section IIIB</b></p>   | <p><b>Contract Award</b></p>   |  |    |   |    |  |    |                     |  |            |
| <p>1. Consultant Selection</p>   | <p>The County will determine the most qualified proposer based on the evaluation criteria listed using predetermined weights, the attributes of the Proposers and the overall responsiveness of the Proposal. If the County does not reach a favorable agreement with the top Proposer, the County shall terminate negotiations and begin negotiations with the next qualified Proposer. If the County is unable to reach agreeable terms with either Proposer, they may opt to void the RFP and determine next steps.</p> <p>Clark County reserves the right to accept or reject any or all proposals received, to negotiate with any or all prospective contractors on modifications to proposals, to waive formalities, to postpone award, or to cancel in part or in its entirety this RFP. Clark County reserves the right to award the contract based on the best interests of the County.</p>   |  |    |   |    |  |    |                     |  |            |
| <p>2. Contract Development</p>   | <p>The proposal and all responses provided by the successful Proposer may become a part of the final contract. An example contract is included as <b>Exhibit B: Sample Contract</b></p> <p>The proposal and all responses provided by the successful Proposer may become a part of the final contract.</p>   |  |    |   |    |  |    |                     |  |            |

**Request for Proposal #919**  
**Professional Consulting Services for Solid Waste Operations**

|                                 |  |
|---------------------------------|--|
| 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 | Contact negotiations will be completed following the review committee selection process. The County intends to complete negotiations in the month of May 2025 with an anticipated contract start date of June 1, 2025. A kick-off meeting with the County project team and the selected Consultant will be scheduled at that time. |

**Request for Proposal #919  
Professional Consulting Services for Solid Waste Operations**

**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

**Request for Proposal #919  
Professional Consulting Services for Solid Waste Operations**

**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.**

**Request for Proposal #919  
Professional Consulting Services for Solid Waste Operations**

**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.

## **Regional Solid Waste System Steering Committee Bylaws**

### **Article I. Membership**

The Regional Solid Waste System Steering Committee (RSWSSC) shall be comprised of the Public Works Directors or their designees from the Cities of, Battle Ground, Camas, La Center, Ridgefield, Vancouver, Washougal, the town of Yacolt and the Public Health Director for Clark County which is the lead agency for the regional effort. Members must be a signatory to an inter-local agreement with Clark County.

### **Article II. Meetings of Members**

Members shall meet semiannually throughout the year. Special meetings may be called by three members with at least 21 days notice to the lead agency who will inform all members. No business shall be conducted at a meeting unless a quorum is present. A quorum is defined as 50% of the membership plus one.

At least annually, the RSWSSC will review the recommendations set forth in the Comprehensive Solid Waste Management Plan so that necessary program funding may be incorporated into budgets and the results evaluated.

### **Article III. Purpose of Committee**

A project of the RSWSSC is the assessment and study of the practicality, advantages, disadvantages, and cost of forming a separate solid waste district, or other organizational structure(s), that would improve service to citizens and further the objectives of our regional solid waste program.

The meetings of the RSWSSC shall be a forum whereby system members may share information pertinent to the efficient and safe disposal of solid waste and efforts to reduce or divert solid waste from the landfill.

RSWSSC meetings are an opportunity for members to articulate their organizations' priorities so that both the shared and divergent priorities receive due professional consideration among partners in the system, thereby providing sound direction for the development and maintenance of the Regional Solid Waste System.

The RSWSSC will provide recommendations to policy-makers and elected officials on the budget process and monitor progress towards accomplishing the priorities for waste reduction, waste recycling, and other programs and goals set forth in the Comprehensive

Solid Waste Management Plan, and shall play an important role in matters related to development of the Regional Solid Waste System.

The RSWSC members will have sufficient familiarity with regional programs and technical issues to provide knowledgeable review and comment into the following activities:

- Annual work plan process.
- Coordinated efforts to develop and bid contracts related to solid waste planning, programs or logistical systems.
- Initiatives to review and test technological advances.
- Program marketing efforts.

#### Article IV Powers and Duties of the Committee

- Decision making process on special waste issues that are not clearly addressed under the existing collection, transfer and disposal contracts.
- All decisions by the group must be approved by a 2/3 vote of the members present including the lead agency.
- Develop an emergency management and response plan including a system for managing disaster debris and alternative disposal options
- Develop mutual aid contracts and/or joint vendor contracts – share resources and support.
- Address jurisdictional authority and responsibility left unclear by existing agreements and contracts.
- Participate in long term planning guidelines for development of SWMP.
- Implement the plan: annual review and coordinate budget development
- Receive an annual report to the committee from staff.

#### Article V Bylaw Changes

- No change may be made to these bylaws that is in conflict with any written agreement or contract between the parties or is in conflict with the adopted SWMP.
- Changes to these bylaws require a unanimous vote of all current members.

**PROFESSIONAL SERVICES**

**HDC.XXXX**

between

**CLARK COUNTY**

P.O. Box 9825, Vancouver, WA 98666

and

**CONTRACTOR**

Address, Address 2, City, State, Zip

Project: RFP Facilitation services for the Regional Solid Waste Systems Steering Committee strategic sessions

Service Description: Service Description

Supplier Contract Number: SCN0000XXXX

Contract Name: CCPH Contractor Name Few Words HDC.XXXX

Contract Period: XX XX 2025 – XX XX, 2028

Total Contract Amount: \$ XX,000.00

| County Contacts   |   |   |
|---|---|---|
| Program   | Fiscal  | Contract  |
| Name<br>360.555.555<br><a href="mailto:email@yahoo.com">email@yahoo.com</a> | Name<br>360.555.555<br><a href="mailto:email@yahoo.com">email@yahoo.com</a> | Name<br>360.555.555<br><a href="mailto:email@yahoo.com">email@yahoo.com</a> |
| Contractor Contacts   |   |   |
| Program   | Fiscal  | Contract  |
| Name<br>360.555.555<br><a href="mailto:email@yahoo.com">email@yahoo.com</a> | Name<br>360.555.555<br><a href="mailto:email@yahoo.com">email@yahoo.com</a> | Name<br>360.555.555<br><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  
Deputy Prosecuting Attorney

\_\_\_\_\_  
Date

## 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 and Exhibit B, Budget Summary. 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

### 2. Mandatory/Minimum Requirements

- 2.1. Requirement 1
- 2.2. Requirement 2
- 2.3. Requirement 3

### 3. Scope of Work

- 3.1. Description A
  - 3.1.1.

- 3.2. Description B
  - 3.2.1.

- 3.3. Description C
  - 3.3.1.

### 3.4. Deliverables

| DELIVERABLE ITEM | DUE DATE |
|------------------|----------|
|                  |          |
|                  |          |
|                  |          |
|                  |          |
|                  |          |
|                  |          |
|                  |          |
|                  |          |
|                  |          |

3.4.1. 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>  |