

CLARK COUNTY
STAFF REPORT

DEPARTMENT: Environmental Services

DATE: December 15, 2015

REQUESTED ACTION:

The Board of County Councilors (BOCC) will ^{APPROVE} ~~authorize the Environmental Services Director to execute~~ a three-year contract with Stericycle Environmental Solutions, for \$75,000 to collect and transport paint for a paint take-back program. The BOCC will also authorize the Environmental Services Director to sign any extensions or amendments to the contract in an amount not to exceed 10 percent of the contracted amount.

Consent

Hearing

County Manager

BACKGROUND

The Paint Take-Back Program ("Program") is managed by the Clark County Department of Environmental Services. The Program is intended to ensure proper management of oil based paints and to encourage recycling of latex paint generated by households in Clark County. The County considers the program to be an intermediary step toward a producer responsibility program for paint products. Additional goals are:

- Educate the public about the proper management and disposal of paint products.
- Increase awareness of the threat to the environment from the improper management and disposal of paint products.
- Increase awareness of the paint collection sites and hazardous waste facilities.

The Program has been in operation since 2005. Participating paint stores accept paint from residents of Clark County for proper disposal and recycling. The paint is then transported to Columbia Resource Company (CRC) hazardous waste facility that is operated through a contract with the County.

Funding for this service is included in the approved Environmental Services 2015-16 budget in fund 4014. The program is primarily funded through the Coordinated Prevention Grant (CPG) from Washington Department of Ecology (WDOE).

In October 2015, Clark County issued a Request for Proposals (RFP #703) seeking a licensed hazardous waste contractor to collect and transport paint for three years, from January 1, 2016 through December 31, 2018. One proposal was received by the County from Stericycle Environmental Solutions. After a review of the proposal received, County staff has negotiated a contract with Stericycle Environmental Solutions to provide these services.

COUNCIL POLICY IMPLICATIONS-Not Applicable

ADMINISTRATIVE POLICY IMPLICATIONS-Not Applicable



*mg
ok
12-15-15*

COMMUNITY OUTREACH

The agreement is consistent with program services for County residents identified in the Solid Waste Management Plan. The Solid Waste Advisory Commission has been advised of the Program and is in support of the program. As the Solid Waste Program is regional, the County will coordinate with all municipalities.

BUDGET IMPLICATIONS


YES	NO	
X		Action falls within existing budget capacity.
	X	Action falls within existing budget capacity but requires a change of purpose within existing appropriation
	X	Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

BUDGET DETAILS


Local Fund Dollar Amount	\$18,750
Grant Fund Dollar Amount	\$56,250
Account	Fund 4014 / Solid Waste
Company Name	

DISTRIBUTION:

Board staff will post all staff reports to The Grid. <http://www.clark.wa.gov/thegrid/>


 Peter DuBois
 Solid Waste Program Manager


 Don Benton
 Environmental Services Director

APPROVED: 
 CLARK COUNTY, WASHINGTON
 BOARD OF COUNTY COUNCILORS
 DATE: 12/15/15

SR# SR 234-15

APPROVED: _____
 Mark McCauley, Acting County Manager
 DATE: _____

BUDGET IMPACT ATTACHMENT

Part I: Narrative Explanation

I. A – Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information

The Paint Take Back Program is intended to ensure proper management of oil based paints and encourage recycling of latex paint generated by households in Clark County. The program is primarily funded by a state grant. Fiscal impact of the program is the grant match which impacts the Solid Waste Fund 4014.

Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
4014 / Solid Waste		\$6,250		\$12,500		
WDOE CPG		\$18,750		\$37,500		
Total		\$25,000		\$50,000		

II. A – Describe the type of revenue (grant, fees, etc.)

Seventy five percent (75%) of revenue to operate this program comes from a Washington State Department of Ecology Coordinated Prevention Grant. The County grant match is twenty five percent (25%). The Solid Waste Enterprise Fund 4014 is the source of county revenue.

Part III: Estimated Expenditures

III. A – Expenditures summed up

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		GF	Total	GF	Total	GF	Total
4014 / Solid Waste			\$6,250		\$12,500		
WDOE CPG			\$18,750		\$37,500		
Total			\$25,000		\$50,000		

III. B – Expenditure by object category

	Current Biennium	Next Biennium	Second
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Fund #/Title					Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual		\$25,000		\$50,000		
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total						

Attachment A: Evaluation Review

Date:	November 6th, 2015				
RFP Description:	RFP #703: Household Hazardous Waste Transportation Services Proposal to select a vendor to collect and transport paint from participating paint stores to hazardous waste facilities in Clark County				
Evaluation Process:	Three Review Committee members independently rated the proposal from Stericycle Environmental Solutions based off the Evaluation Criteria Scoring system in the RFP				
Evaluation Matrix:		Max Points	Panel Member		
			1	2	3
	Responsiveness and Completeness	5	5	5	5
	Qualifications	25	22	23	22
	Experience	25	22	22	22
	Technical Expertise	15	15	15	15
	Staff	10	9	9	9
	Customer Service	10	5	7	5
Cost Evaluation	10	9	9	9	
Total Points	100	87	90	87	

EXHIBIT A

Request for Proposal #703 - Household Hazardous Waste Transportation Services

Attachment A COVER SHEET

ORIGINAL

General Information:

Legal Name of Applicant/Company/Agency Stericycle Environmental Solutions
Street Address 18000 72nd Avenue S, #217 City Kent State WA Zip 98032
Contact Person Cassandra Clements Title Technical Account Manager
Phone (360) 296-6456 Fax (425) 204-7164
Program Location (if different than above) Washougal, WA Email address cassandra.clements@stericycle.com
Tax Identification Number 26-2836612

ADDENDUM:

Proposer shall insert number of each Addendum received. If no addendum received, please mark "NONE".

No. None Dated: _____ No. _____ Dated: _____ No. _____ Dated: _____

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


- Does the proposal comply with the requirements contained within the RFP?
A "No" response may disqualify the proposal from further consideration.

Yes No

- Did outside individuals or agencies assist with preparation of this proposal?

Yes No (if yes, describe.)**

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 Board of Commissioners.



Signature

Vice President of Sales

Title

October 27, 2015

Date

Company ID Number: 94954

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and **Stericycle, Inc** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note).

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.
2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.

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5. SSA agrees to establish a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF THE DEPARTMENT OF HOMELAND SECURITY

1. Upon completion of the Form I-9 by the employee and the Employer and after SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct:

- Automated verification checks on newly hired alien employees by electronic means, and
- Photo verification checks (when available) on newly hired alien employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, and U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act and federal criminal laws, and to ensure accurate wage reports to the SSA.

7. DHS agrees to establish a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

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8. DHS agrees to establish a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the E-Verify Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

- A. The employer agrees that all employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.
- B. Failure to complete a refresher tutorial will prevent the employer from continued use of the program.

5. The Employer agrees to comply with established Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2 (b) (1) (B)) can be presented during the Form I-9 process to establish identity).
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist the Department with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a

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rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify ; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$500 and \$1,000 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ any employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the the SSA verification response has been given.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, support for any unlawful employment practice, or any other use not authorized by this MOU. The Employer must use E-Verify for all new employees and will not verify only certain employees selectively. The Employer agrees not to use E-Verify procedures for re-verification, or for employees hired before the date this MOU is in effect. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and the immediate termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III.B. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1 (1)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification to verify work authorization, a tentative nonconfirmation, or the finding of

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a photo non-match, does not mean, and should not be interpreted as, an indication that the employee is not work authorized. In any of the cases listed above, the employee must be provided the opportunity to contest the finding, and if he or she does so, may not be terminated or suffer any adverse employment consequences until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match, then the Employer can find the employee is not work authorized and take the appropriate action.

11. The Employer agrees to comply with section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify, discharging or refusing to hire eligible employees because they appear or sound "foreign", and premature termination of employees based upon tentative nonconfirmations, and that any violation of the unfair immigration-related employment practices provisions of the INA could subject the Employer to civil penalties pursuant to section 274B of the INA and the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-7688 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from the SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of newly-hired employees after completion of the Form I-9. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a (i) (1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Employer for the purpose of reviewing E-Verify -related records, i.e., Forms I-9, SSA Transaction Records, and DHS verification records, which were created during the Employer's participation in the E-Verify Program. In addition, for the purpose of evaluating E-Verify, the Employer agrees to allow DHS and SSA or their authorized agents or designees, to interview it regarding its experience with E-Verify, to interview employees hired during E-Verify use concerning their experience with the pilot, and to make employment and E-Verify related records available to DHS and the SSA, or their designated agents or designees. Failure to comply with the terms of this paragraph may lead DHS to terminate the Employer's access to E-Verify.

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ARTICLE III

REFERRAL OF INDIVIDUALS TO THE SSA AND THE DEPARTMENT OF HOMELAND SECURITY

A. REFERRAL TO THE SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a referral letter and instruct the employee to visit an SSA office to resolve the discrepancy within 8 Federal Government work days. The Employer will make a second inquiry to the SSA database using E-Verify procedures on the date that is 10 Federal Government work days after the date of the referral in order to obtain confirmation, or final nonconfirmation, unless otherwise instructed by SSA or unless SSA determines that more than 10 days is necessary to resolve the tentative nonconfirmation..

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO THE DEPARTMENT OF HOMELAND SECURITY

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. If the Employer finds a photo non-match for an alien who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when

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the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact the Department through its toll-free hotline within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

The SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify manual. Even

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without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine.

Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

The employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, and responses to inquiries under the Freedom of Information Act (FOIA).

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

Employer Stericycle, Inc

Reiko D Kilker

Name (Please type or print)

Title

Electronically Signed

01/28/2008

Signature

Date

Department of Homeland Security – Verification Division

Company ID Number: 94954

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed

01/28/2008

Signature

Date

Company ID Number: 94954

**INFORMATION REQUIRED
FOR THE E-VERIFY PROGRAM**

Information relating to your Company:

Company Name: Stericycle, Inc

Company Facility Address: 4010 Commercial Ave
Northbrook, IL 60062

Company Alternate Address: _____

County or Parish: COOK

Employer Identification Number: 363640402

North American Industry
Classification Systems Code: 562

Parent Company: _____

Number of Employees: 5,000 to
9,999 Number of Sites Verified for: 160

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State.

- LOUISIANA 6 site(s)
- UTAH 1 site(s)
- MARYLAND 3 site(s)
- OKLAHOMA 3 site(s)
- RHODE ISLAND 1 site(s)
- ARKANSAS 3 site(s)
- GEORGIA 4 site(s)
- NEBRASKA 2 site(s)
- OREGON 2 site(s)
- MONTANA 1 site(s)
- MINNESOTA 3 site(s)
- WASHINGTON 3 site(s)
- KENTUCKY 3 site(s)
- NORTH CAROLINA 6 site(s)
- FLORIDA 10 site(s)
- PENNSYLVANIA 7 site(s)
- OHIO 5 site(s)
- WISCONSIN 3 site(s)
- INDIANA 5 site(s)

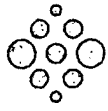
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• NEW YORK	10	site(s)
• NEW JERSEY	2	site(s)
• DIST OF COL	1	site(s)
• NEW MEXICO	2	site(s)
• SOUTH CAROLINA	2	site(s)
• KANSAS	4	site(s)
• IOWA	2	site(s)
• MASSACHUSETTS	1	site(s)
• WEST VIRGINIA	1	site(s)
• PUERTO RICO	2	site(s)
• CALIFORNIA	16	site(s)
• MISSISSIPPI	2	site(s)
• CONNECTICUT	1	site(s)
• VIRGINIA	3	site(s)
• COLORADO	2	site(s)
• MICHIGAN	5	site(s)
• MISSOURI	3	site(s)
• ALABAMA	5	site(s)
• ARIZONA	2	site(s)
• TEXAS	13	site(s)
• TENNESSEE	4	site(s)
• ILLINOIS	6	site(s)

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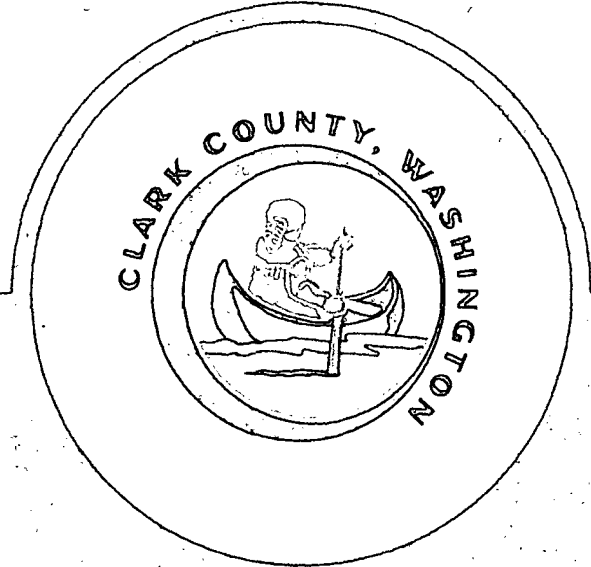
Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Judith Huebner	Fax Number:	(847) 948 - 8024
Telephone Number:	(847) 943 - 6778		
E-mail Address:	JHuebner@stericycle.com		
Name:	Cheryl L Dill	Fax Number:	(847) 948 - 8024
Telephone Number:	(847) 943 - 6781		
E-mail Address:	CDill@stericycle.com		
Name:	Reiko D Kilker	Fax Number:	(847) 948 - 8024
Telephone Number:	(847) 943 - 6833		
E-mail Address:	RKilker@stericycle.com		
Name:	Hollis Giebelhausen	Fax Number:	(847) 948 - 8074
Telephone Number:	(847) 943 - 6772		
E-mail Address:	HGiebelhausen@stericycle.com		



Stericycle®

Environmental Solutions



**Household Hazardous
Waste Transportation
Services**

RFP #703

October 30, 2015

**Submitted By: Cassandra Clements, Technical Account
Manager**

**Stericycle Environmental Solutions
20245 77th Avenue South
Kent, WA 98032
360-296-6456**

Cassandra.Clements@stericycle.com

PROPRIETARY NOTICE

This submittal contains information that is proprietary to Stericycle. This information is made available to the company listed on the title sheet of this document solely for the purpose of evaluating this proposal. Stericycle requests that this information not be disclosed to any person outside the company listed on the title sheet of this document responsible for this evaluation. Stericycle requests that the information (technical or financial) contained herein not be reproduced, disclosed, or used without the prior written permission of Stericycle.

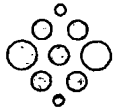


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Company Profile and Level of Support

Stericycle Environmental Solutions has prepared this proposal document in accordance with the stipulations outlined in Clark County's request for proposal.

Company Description

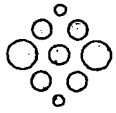
STERICYCLE Environmental Solutions (Stericycle) was founded in 1988 to protect people and brands, promote health and safeguard the environment, and became a publicly traded company in 1996. For more than 26 years, we have delivered comprehensive, reliable, safe and cost-effective services to cities, municipalities and industry-leading health care, research, manufacturing and retail brands. Based in Northbrook, and Lake Forest, IL, Stericycle operates in the United States, the United Kingdom, Ireland, Canada, Mexico, Argentina, Chile, Brazil, Portugal, Romania and Japan.

Stericycle Environmental Solutions (SES) waste management programs deliver solutions including transportation, treatment, storage, and disposal of hazardous and non-hazardous waste, lab packing, technical on-site services and emergency spill response. Stericycle's core business to date has been focused on the healthcare industry, providing transportation and disposal of regulated medical waste/sharps and related compliance services to more than 585,000 customers worldwide.

Additionally, Stericycle provides both RCRA- and CERCLA-regulated hazardous waste recycling, treatment, and disposal services to many large and small industrial generators throughout the United States. Stericycle has invested extensive capital resources into hazardous waste recycling, treatment, and reduction capabilities within a network of permitted facilities. Stericycle's business is focused on hazardous waste recycling and treatment rather than disposal.

Stericycle Environmental Solutions was formed in 2014 as a new subsidiary with the singular commitment to hazardous waste management. This subsidiary represents the consolidation of multiple acquisitions made beginning in 2007 and now constitutes a \$500,000,000+ business unit.

Stericycle is one of a limited number of national, financially sound providers of comprehensive waste management services. Stericycle's extensive infrastructure includes permitted hazardous waste treatment facilities, an extensive transportation fleet, a dedicated lab pack department and an on-site services group with the experience and training to provide reliable environmental services and solutions for any need.



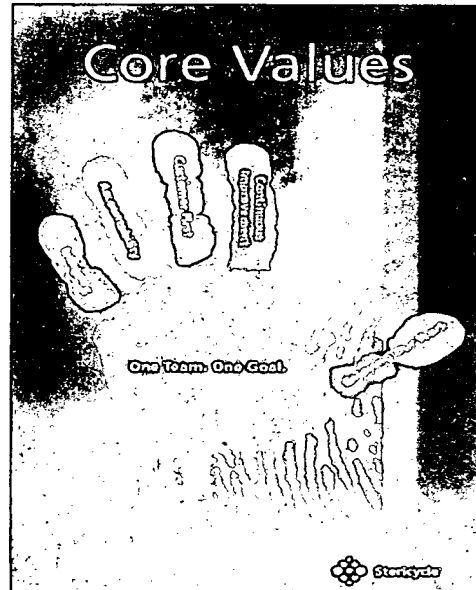
Core Values

Within the last year Stericycle, Inc. has implemented a new strategic direction. This new direction is built on five core values, collectively known as "One team, One Goal:" integrity, accountability, customer first, continuous improvement and enjoying your work. Stericycle adopted these core values to help instill a sense of pride amongst the organization's 10,000 team members.

In the words of Charlie Alutto, President and CEO:

Stericycle is proud to be internationally recognized as a company that:

- Values multiple stakeholders, including team members, customers, suppliers, shareholders and our community
- Leads the market in each of our diversified strategic business units
- Has maintained our track record of double digit revenue and earnings growth
- Is a Best Place To Work
- Is focused on expansion in services and geographies in alignment with our Core Purpose
- Is a Fortune 500 company



Stericycle adopted the core values to focus on the important aspects of directing a large business and moreover our 10,000 company-wide team members in establishing a sense of pride about their work and company.

Within the last year Stericycle, Inc. has implemented a new strategic direction. This new direction is built on five core values, collectively known as "One team, One Goal:" integrity, accountability, customer first, continuous improvement and enjoying your work. Stericycle adopted these core values to help instill a sense of pride amongst the organization's 10,000 team members.

Previous HHW Experience

The **HHW Services Group** is a distinct business line within Stericycle Environmental Solutions (SES). It is responsible for all HHW, Conditionally Exempt Small Quantity Generator (CESQG) and Agricultural Pesticide management programs in the United States and Canada. These services are provided in close coordination with SES's permitted treatment and recycling facilities throughout North America.

As a full service company, SES provides management of household, small business and RCRA regulated wastes; consulting, remediation, transportation, engineering and lab services; as well as hazardous waste recycling, treatment, and processing. SES places an especially strong emphasis on innovative



recycling methods and alternatives to disposal. SES's Household Hazardous Waste Program capabilities are highlighted below.

- Mobile Collection Events
- Permanent Facility Operations
- CESQG Programs
- Door-to-Door Collections
- Sharps Program
- Transportation
- Waste Management
- Electronics Collection & Recycling
- Hotline and Appointment System
- Program Planning
- Community Education/Outreach
- Training

In addition, SES provides both RCRA and CERCLA regulated hazardous waste recycling, treatment and disposal services to many large and small commercial/industrial generators throughout the United States and Canada. SES has invested extensive capital resources into hazardous waste recycling, treatment, and reduction capabilities within our permitted facilities. The core of our business is in hazardous waste recycling and treatment, not disposal. ***Over 70 percent of all materials received in our plants undergo some level of reduction, recycling or treatment.***

As the following information will detail, SES offers comprehensive, cost-competitive services for all services and waste streams identified by the County's collection history.

SES has years of experience servicing a wide range of HHW programs including temporary collection events and fixed HHW facilities. SES feels that there are 6 critical areas that make any HHW program successful. The 6 areas are: 1) ***Transportation, Treatment, and Disposal***; 2) ***Recycling Options***; 3) ***Collection Staffing***; 4) ***Training of City/County Staff***; 5) ***Supply Purchase and Delivery***; 6) ***Technical Assistance***.

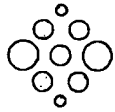
SES has provided highlights to each of the 6 areas and how SES can successfully fulfill each need.

Transportation, Treatment and Disposal –SES will use our fleet of vehicles to make wastes pickups as required at each event or any of the fixed facilities.

Recycling Options – Over 70 percent of all materials received in our plants undergo some level of reduction, recycling or treatment.

Operations Staffing – Provide SES HHW specialists to unload, sort, identify and packaging of waste during collection operations.

Training of City/County Staff – Provide basic training on HHW hazards, waste sorting, packaging, paperwork requirements, and Health & Safety. More specific topics can also be covered including lab packing protocol, testing and identification of unlabeled waste and transportation requirements.



Supply Purchase and Delivery – SES will provide all required supplies needed for the collection events to include drums, absorbents, labels, unloading carts, safety equipment roll offs for paint, and other miscellaneous supplies and equipment needed.

Technical Assistance – For SES customers, on-going questions and special requests can typically be handled over the phone by one of our HHW Specialists. As a SES customer, we will support your operation with technical assistance. As an additional service, SES will prepare health/safety and operations plans in support of customer operations. All SES HHW personnel are trained and have years of experience in all aspects of managing HHW programs. The following information provides some of the basic training and experience that each SES HHW possesses:

- All of our HHW personnel are either 24 or 40 hour OSHA trained.
- SES lab pack technicians are trained in EPA and DOT regulations, specific packaging and transportation hazards, as well as basic first aid, and fire control, and the use of all personal protective equipment.

Scope of Operations

SES understands the scope of work for the County’s HHW Transportation Services program and will provide all necessary resources to fulfill the contract obligation to Clark County. After the award and the contract is in place, the SES project manager will be communicating regularly with the County’s Project Manager to ensure them that SES is prepared for the awarded services.

Insurance

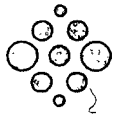
SES’s insurance coverages meet the requirements outlined in the RFP and a Certificate of Insurance naming Clark County as additional insured will be issued.

HHW References

The following are references of similar programs served by Stericycle Environmental Solutions.

Company's Name	PaintCare
Name of Contact	Roy Weedman
Title of Contact	Oregon PaintCare Program Manager
E-mail	rweedman@paint.org
Telephone Number	(503) 410-1648

Company's Name	Oregon Metro
Name of Contact	Jim Quinn
Title of Contact	Hazardous Waste Program Manager



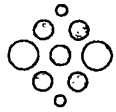
E-mail	<u>Jim.quinn@oregonmetro.gov</u>
Telephone Number	(503) 797-1662
Company's Name <u>Columbia Resource Company</u>	
Name of Contact	Joe Essig
Title of Contact	Vancouver Operations Manager
E-mail	<u>josephe@wasteconnections.com</u>
Telephone Number	(360) 256-8482

Key Personnel

As a result of the close working relationship we develop with our customers, SES understands the most important service any contractor can provide is the peace of mind that their program will run smoothly in every aspect. The most essential tools in providing this level of service are communication and trust. SES has developed an organizational structure and management philosophy based on these parameters. The highlight of SES HHW Services is the primary point of contact structure. For this proposed effort, SES is providing Clark County with a primary point of contact, Pat Hymas, for all program-related issues. Pat's has managed our HHW program out of Washougal, WA for 10+ years and worked with Clark County much of that time. His resume is available upon request.

SES performs all waste management by using trained and dedicated technical staff. We will use, experienced field personnel to supervise and perform the service requirements of this contract. Ongoing training programs coupled with extensive hands-on field experience offer our customers an unparalleled level of U.S. Department of Transportation (DOT)/Resource Conservation and Recovery Act (RCRA) expertise and in-field knowledge. The following table outlines the training SES employees receive:

Type of Training	Site Manager	Environmental Specialist	Environmental Technician
Lab Pack Level I – 40-Hour (Introductory)	✓	✓	✓
Lab Pack Level II – 24-Hour	✓	✓	
Lab Pack Level III – 16-Hour	✓		
OSHA 40-Hour HAZWOPER (+ Refreshers)	✓	✓	✓
First Aid/CPR – 8-Hour	✓	✓	✓
SCBA – 4-Hour	✓	✓	✓



Type of Training	Site Manager	Environmental Specialist	Environmental Technician
Confined Space Training	✓	✓	✓
Hazcat Identify – 8-16-Hour	✓	✓	
Forklift Training – 8-Hour	✓	✓	✓
DOT HM-126/181 Training	✓	✓	✓
Facility Waste Profiling – 4-Hour	✓	✓	
Manifest Preparation – 8-Hour	✓	✓	✓
Supervisor Training – 8-24-Hour	✓		

SES proposes to use our own company-owned transportation resources as the primary transportation company to service Clark County. As a wholly-owned subsidiary, Burlington Environmental Transportation, Stericycle Environmental Services and Stericycle Industrial Outsourcing, perform all types of hazardous waste transportation exclusively for Stericycle and its customers. All drivers, vehicles and equipment are licensed and/or certified to transport hazardous waste.

Licenses and Permits

The facility currently holds the following licenses and permits. Copies of these licenses and permits will be submitted upon request.

Operating Permits		
Permit	Agency	Permit Number
RCRA Part B	Environmental Protection Agency (EPA) & Washington Department of Ecology (WDOE)	WAD991281767
POTW Permit	King County Industrial Waste	7159-08
Moderate Risk Waste Handling	Public Health – Seattle & King County	PR0063893
Annual Registration	Puget Sound Clean Air Agency (PSCAA)	10154

*MRW permit renewal has been submitted, awaiting technical review.

Transporter Permits		
State/ Providence/ County	Permit Number	Legal Name
Washington (Hazardous Materials Safety Permit)	US-262568-WA-HMSP	Burlington Environmental, LLC
USDOT	05301552041VW	Burlington Environmental, LLC

USDOT- United States Department of Transportation

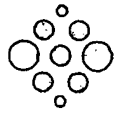


In the event any permits or licenses become or are in danger of becoming expired, revoked or suspended, SES will notify Clark County immediately and provide alternate transportation solutions.

Acceptable and Unacceptable Wastes

The following list provides a breakdown of acceptable materials and how SES packages different wastes and the type of recycling, treatment or disposal method used.

Waste Category	DOT Haz Class	Packing	Disposal Method
Aerosols-flammable/non-pesticide	2.1	Loose	Fuel Blend (ReUse)
Aerosols-corrosive, pesticide	2.1	Loose	Incinerate
Bulk Flammable Liquids	3	Bulk	Fuel Blend (ReUse)
Paint related materials (OBP, thinners)	3	Bulk/loose	Fuel Blend (ReUse)
Paint related materials (tars, adhesives)	3	Bulk/loose	Fuel Blend (ReUse)
Flammable Liquids, Toxic	3 (6.1)	Bulk/Labpack	Fuel Blend (ReUse)
Flammable Solids	4.1	Labpack	Fuel Blend/Incin
Spontaneously combustible	4.2	Labpack	Incinerate
Water Reactive	4.3	Labpack	Incinerate
Oxidizers	5.1	Labpack	Treat/Incinerate
Organic Peroxides	5.2	Labpack	Incinerate
Toxics (poisons)	6.1	Labpack	Incinerate
Toxics/flammables	6.1 (3)	Labpack	Incinerate
Corrosives	8	Labpack	Treatment
Lead-acid batteries	8	Palletized	Recycle
Household batteries	8	Loosepack	Recycle
Environmentally hazardous substances	9	Labpack	Incin/landfill
Latex paint	non-regulated	Bulk/loose	Recycle/ReUse
Non-Hazardous solids and liquids	non-regulated	Bulk/loose	Waste-To-Energy
Automotive Oil	non-regulated	Bulk	Recycle/Fuel Blend
Anti-freeze	non-regulated	Bulk	Recycle/Fuel Blend



Cost Proposal-Attachment

Request for Proposal #703 - Household Hazardous Waste Transportation Services

Attachment E: Cost Form

Flat Rate Per Collection \$ 90.00

Professional Services Agreement
RFP No. 703 Household Hazardous Waste Transportation Services

THIS AGREEMENT, entered this _____ day of _____ 2015, by and between CLARK COUNTY, after this called "County," a political subdivision of the State of Washington, and Stericycle Environmental Solutions, Inc., after this called "Contractor."

WITNESSETH

WHEREAS, the Contractor has been chosen through a competitive bid process by the County through Request for Proposal No. 703 and has the expertise to provide professional services for Clark County and to perform those services more particularly set out in the proposal attached hereto and incorporated herein by this reference as Exhibit A.

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

THE COUNTY AND THE CONTRACTOR MUTUALLY AGREE AS FOLLOWS:

1. Services. The Contractor shall perform services as set forth in Exhibit A.
2. Term. The agreement shall be effective beginning January 1, 2016 and ending December 31, 2018.
3. Compensation. County shall pay Contractor for performing said services upon receipt of a written invoice according to the schedule set forth in Attachment E: Cost Form of Contractor Proposal, which is attached hereto as Exhibit A. In no event shall the amount billed to County exceed the \$75,000 without the prior written approval of County.

4. Termination. The County may terminate this Agreement immediately upon any breach by Contractor in the duties of Contractor as set forth in Agreement. The waiver by the County of one or more breaches shall not be construed as a waiver of any subsequent breach or breaches. Further, County may terminate this Agreement 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.

5. 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.

6. Indemnification / Hold Harmless. The Consultant 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 acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the County. Should a court of competent jurisdiction determine that this Agreement 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 Consultant and the County, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant'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 Agreement.

7. Wage and hour compliance. Contractor shall comply with all applicable provisions of the Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall always save 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.

8. 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 agreement be enacted as to all persons employed by the Contractor in performance of the work pursuant to this Agreement and shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules and regulations that are now and may be promulgated in connection therewith.

9. Contract Documents: Contract documents consist of this Agreement and Exhibit A, a scope of work which consists of a proposal based on RFP # 703. If there is a conflict between this Agreement and Exhibit A, the provisions of this Agreement will control.

10. Equal Employment Opportunity: The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, gender,

sexual orientation, age, disability, marital status or national origin.

11. Changes: County may, from time to time, require changes in the scope of the services to be performed hereunder. Any change to this Agreement must be mutually agreed upon by and between County and the Contractor, in writing, and signed by both parties, and made as a written amendment to the Agreement.

12. Public Records Act: Notwithstanding any provision of this Agreement 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, Contractor shall, within two business days, notify Clark County by providing a copy of the request to the Clark County Public Records Officer – Department of Environmental Services.

13. Governing Law. This Agreement 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.

14. Confidentiality. Except as provided in section 12, above, with respect to all information relating to County that is confidential and clearly so designated, the Contractor agrees to keep such information confidential.

15. 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 it, or shall perform services as an independent contractor with it, in the performance of this Agreement.

16. Consent and Understanding. This Agreement, together with Exhibit A, contains a complete and integrated understanding of the agreement between the parties and supersedes any understandings, contract, or negotiations, whether oral or written, not set forth herein or in written amendments hereto duly executed by both parties.

17. Severability. If any provision of this Agreement is held invalid, the remainder shall remain in full force and effect, as conforming to the terms and requirements of applicable law.

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


Stericycle Environmental Solutions, Inc.

By _____

Print name _____

Title _____

Board of County Councilors
Clark County, Washington

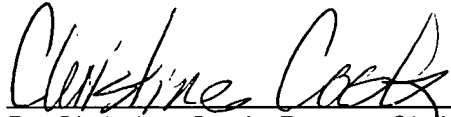

By David Madore, Chair

By Jeanne E. Stewart, Councilor

APPROVED AS TO FORM ONLY
ANTHONY F. GOLIK

By Tom Mielke, Councilor

Clark County Prosecuting Attorney


By Christine Cook, Deputy Civil Prosecutor