



## **RFP #789**

### **PROFESSIONAL, TECHNICAL AND EXPERT SERVICES**

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Clark County Washington

RELEASE DATE: WEDNESDAY, DECEMBER 2, 2020

DUE DATE: WEDNESDAY, DECEMBER 23, 2020 by 1:30 pm

Request for Proposal for:

### **TASK ASSIGNMENT CONSTRUCTION TESTING SERVICES**

**SUBMIT:**

**One (1) Original**

**Four (4) Complete Copies**

**of the Proposal to:**

Clark County  
Office of Purchasing  
P.O. Box 5000  
1300 Franklin Street, 6<sup>th</sup> Floor, Suite 650  
Vancouver, Washington 98660  
564-397-2323

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

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

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

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

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

#### **Refer Questions to Project Manager:**

Dean Shadix

Public Works

Inspection Services Manager / Engineering & Construction Department

[Dean.Shadix@clark.wa.gov](mailto:Dean.Shadix@clark.wa.gov)

564-397-4990

## 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.

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

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

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

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

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

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

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

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

**INDEPENDENT PRICE DETERMINATION** - The prospective contractor guarantees that, in connection with this proposal, the prices and/or cost data have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition. This does not preclude or impede the formation of a consortium of companies and/or agencies for purposes of engaging in jointly sponsored proposals.

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

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

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

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

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

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

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

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

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

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

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

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

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

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# Request for Proposal #789

## Task Assignment Construction Testing Services

### Part I Proposal Requirements

#### Section IA General Information

1. Introduction

Clark County is soliciting responses to this request for proposal from construction testing and inspection firms to provide services on an as-needed basis. The services to be provided are to support design and construction activities for a wide range of capital projects. Examples of projects that may use these types of services are:

  - Roads and Highways
  - Bridges
  - Parks
  - Utilities
  - Building and Structure construction
  - Other Construction and Maintenance Activities
  
2. Background

Clark County government serves the unincorporated community of Clark County, Washington, by performing planning, design, engineering, construction and public involvement services to build public infrastructure.
  
3. Scope of Project

Clark County is seeking proposals from qualified firms with demonstrated experience in construction testing and inspection.

Each successful firm will be required to enter into a Washington State Department of Transportation (WSDOT) Local Agency Standard Consultant Agreement with Clark County. A copy of the agreement can be viewed at:  
[https://wsdot.wa.gov/sites/default/files/2014/10/15/LP\\_LAPS-NegotiatedHourlyRate.pdf](https://wsdot.wa.gov/sites/default/files/2014/10/15/LP_LAPS-NegotiatedHourlyRate.pdf)

There is no guarantee of any expenditure on these contracts. Individual tasks will be assigned to firms as project needs are identified. The scope of work, schedule and compensation for each item of work will be established in writing through a Task Order prior to commencement of the work. Task Orders will be issued by the county's contract administrator, which will be assigned for each of the areas. Any changes to the scope of work, schedule or budget must be agreed to by the consultant and Clark County in writing.

Firms will be required to have their overhead rates approved by WSDOT. Profit will be limited to 10% of the combination of direct salary cost and overhead.
  
4. Project Funding

Clark County anticipates awarding one or more contracts, in amounts up to \$350,000.

Clark County, Washington in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notified all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all contractors will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, age, disability, income-level, or LEP in consideration for an award.

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5. Timeline for Selection
- The following dates are the **intended** timeline:

Proposals Due	December 23, 2020
Proposal Review/Evaluation Period	December 24, 2020 – January 5, 2021
Selection Committee Recommendation	January 06, 2021
Contract Negotiation/Execution	Week of January 18, 2021
Contract Intended to Begin	February 01, 2021

6. Employment Verification

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

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

- Hand deliver to 1300 Franklin St, Suite 650, Vancouver, WA 98660, or;
  - E-mail: [koni.odell@clark.wa.gov](mailto:koni.odell@clark.wa.gov) or [priscilla.ricci@clark.wa.gov](mailto:priscilla.ricci@clark.wa.gov)
- Note : Sole Proprietors shall submit a letter stating exempt.*

### Section IB

#### Work Requirements

1. Required Services

The selected firms will provide services, as requested within potentially limited timeframes. They are expected to work closely with the designated County personnel. The County will determine the scope of work for each project with the help of the consultant. Each assigned project will have a maximum monetary limit established in writing by the County through negotiations with the consultant, prior to commencement of the work. This limit amount may be exceeded only upon written approval by the Contract Administrator, and only for documented circumstances unforeseen at the time the project was accepted, or for a necessary change in the scope of work as originally requested by the County.

The selected firm(s) shall be registered by the Washington Association of Building Officials (WABO) and shall be accredited by a national laboratory accreditation association.

Firms cannot partner or team with other firms or have sub consultants in their proposal. They will be selected on their capabilities. Firms that do not follow this guideline may be eliminated from consideration. Use of sub consultants or support services, will be considered for individual tasks when needed.

Examples of the types of services to be provided are described below:

- Road and Highway subgrade inspection
- Aggregate base material compaction testing
- Asphalt pavement compaction testing
- Foundation construction observations
- Soil compaction testing and inspection

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- Underground utility backfill compaction testing
- Concrete strength testing and in-place strength evaluations
- Testing of LID components, including bio-swale soil mixtures and pervious concrete.
- Accredited laboratory testing of soils, aggregate, concrete, asphalt and other construction materials.
- Laboratory constant head permeability testing per ASTM 243
- Reinforcing steel inspection
- Steel fabrication, milling and erection inspection
- Weld inspection and testing
- Plant inspection for pre-manufactured products
- Structural inspection
- Epoxy grouted anchor inspection
- Expansion anchor inspection
- Masonry inspection
- Fireproofing inspection
- Lateral wood framing inspection

2. County Performed Work  
For most tasks, the consultant will be working closely with County staff on the project. The responsibilities of the consultant will be clearly defined in the scope of the task order.
3. Deliverables & Schedule  
Deliverables shall be considered those tangible resulting work products which are to be delivered to the County, such as reports, data, interim findings, drawings, test results, and laboratory analysis.
4. Place of Performance  
All deliverables and resulting work products from this contract are the property of Clark County, and may not be used for other purposes without permission. The place of performance will vary from task to task but will typically be in Clark County. Since the tasks will generally be relatively small and some may require a rapid response in the case of an emergency, it will be important for firms to have staff in the local area.
5. Period of Performance  
A contract awarded as a result of this RFP will be for 2 years and is intended to begin on February 1, 2021 and end December 31, 2023.  
  
Clark County reserves the right to extend the contract resulting from this RFP for a period of two (2) additional years, in one (1) year increments, with the same terms and conditions, by service of a written notice of its intention to do so prior to the contract termination date.
6. Prevailing Wage (When Applicable)  
Pursuant to State of Washington RCW 39.12, all payment for salaries and wages shall conform to State of Washington Department of Labor and Industries as prevailing wage rates. For this project select the Clark County rates that apply on the bid opening date from either of these sites:  
  
<http://www.wsdot.wa.gov/Design/ProjectDev/WageRates/default.htm>  
<http://www.ini.wa.gov/TradesLicensing/PrevWage/WageRates>

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Before payment is made by the Local Agency of any sums due under this contract, the Local Agency must receive from the Contractor and each Subcontractor a copy of "Statement of Intent to Pay Prevailing Wages" (Form L & I Number 700-29) approved by the Washington State Department of Labor and Industries.

A fee of \$45.00 per each "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" is required to accompany each form submitted to this Department of Labor and Industries. The Contractor is responsible for payment of these fees and shall make all applications directly to the Department of Labor and Industries. These fees shall be incidental to all the bid items of this contract

7. Debarred/Suspended Federally or Washington State debarred or suspended suppliers may not participate in this Request for Proposal.

All proposer's must fill out, sign and submit the "Certification Regarding Debarment, Suspension, and Other Responsibility Matter" form with their proposal to be eligible to participate.

8. Public Disclosure This procurement is subject to the Washington Public Records Act (the "Act"), chapter 42.56 RCW. Once in the County's possession, all of the RFP Submittals shall be considered public records and available for public records inspection and copying, unless exempt under the Act.

If a Respondent or Proposer considers any portion of an RFP Submittal to be protected under the law, whether in electronic or hard copy form, the Respondent or Proposer shall clearly identify each such portion with the word "PROPRIETARY". The County will notify the Respondent or Proposer in writing of the request and allow the Respondent or Proposer ten (10) days to obtain a court order enjoining release of the record(s). If the Respondent or Proposer does not take such action within the ten (10) day period, the County will release the portions of the RFP Submittal deemed subject to disclosure. All Respondents and Proposers who provide RFP Submittals for this procurement accept the procedures described above and agree that the County shall not be responsible or liable in any way for any losses that the party may incur from the disclosure of records to a third party who requests them.

9. Insurance/Bond
- A. Commercial General Liability (CGL) Insurance written under ISO Form CG0001 or its latest equivalent with minimum limits of \$1,000,000 per occurrence and in the aggregate for each one year policy period. Personal and Advertising Injury \$1,000,000 and General Aggregate \$1,000,000. This policy will 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.

B. Automobile

If the Proposer or its employees use motor vehicles in conducting activities under this Contract, liability insurance covering bodily injury and property damage shall be provided by the Proposer

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## Task Assignment Construction Testing Services

through a commercial automobile insurance policy. The policy shall cover all owned and non-owned vehicles. Such insurance shall have minimum limits of \$500,000 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.

### C. Professional Liability (aka Errors and Omissions)

The Proposer shall obtain, at Proposer's 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 \$5,000,000 per occurrence, with a maximum deductible of \$25,000. 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.

### D. Umbrella Liability Coverage

Umbrella Coverage in the amount of \$1,000,000 shall be provided and will apply over all liability policies without exception, including but not limited to Commercial General Liability, Automobile Liability, Employers Liability and Professional Liability.

### E. Waiver of Subrogation

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

### F. Proof of Insurance

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

### G. Worker's Compensation

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

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

## 10. Plan Holders List

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

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

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

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



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**Part II Proposal Preparation and Submittal**

**Section IIA Pre-Submittal Meeting / Clarification**

1. Pre-Submittal Meeting  
There will not be a pre-submittal meeting or site visit scheduled for this project.
  
2. Proposal Clarification  
Questions and Requests for Clarification regarding this Request for Proposal must be directed in writing, via email, to the person listed on the cover page.
  - The deadline for submitting such questions/clarifications is December 16, 2020.
  - An addendum will be issued no later than December 17, 2020 to all recorded holders of the RFP if a substantive clarification is in order.
  - The Questions & Answers/Clarifications are available for review at the link below. Each proposer is strongly encouraged to review this document prior to submitting their proposal.

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

**Section IIB Proposal Submission**

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

**The outside of the envelope/package shall clearly identify:**

- 1. RFP Number and;**
- 2. TITLE and;**
- 3. Name and Address of the Proposer.**

Proposals received after submittal time will not be considered and will be returned to the Proposer - unopened.

Proposals received with insufficient copies (as noted on the cover of this document) cannot be properly disseminated to the Review Committee and other reviewers for necessary action, therefore, may not be accepted.

2. Proposal  
Proposals must be clear, succinct and not exceed 5 pages, excluding resumes, E-Verify and coversheet. Proposer's who submit more than the pages indicated may not have the additional pages of the proposal read or considered.

For purposes of review and in the interest of the County, the County encourages the use of submittal materials (i.e. paper, dividers, binders, brochures, etc.) that contain post-consumer recycled content and are readily recyclable.

The County discourages the use of materials that cannot be readily recycled such as PVC (vinyl) binders, spiral bindings, and plastic or glossy covers or dividers. Alternative bindings such as reusable/recyclable binding posts, reusable binder clips or binder rings, and recyclable cardboard/paperboard binders are examples of preferable submittal materials.

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Proposers are encouraged to print/copy on both sides of a single sheet of paper wherever applicable; if sheets are printed on both sides, it is considered to be two pages. Color is acceptable, but content should not be lost by black-and-white printing or copying.

All submittals will be evaluated on the completeness and quality of the content. Only those Proposers providing complete information as required will be considered for evaluation. The ability to follow these instructions demonstrates attention to detail.

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

### Section IIC

### Proposal Content

1. Cover Sheet  
This form is to be used as your proposal Cover Sheet  
See Cover Sheet - Attachment A
  
2. Project Team  
Provide a firm profile and general description of company qualifications along with an organizational chart showing areas of responsibilities and professional titles of pertinent positions.
  
3. Management Approach  
Provide your firm's experience on projects requiring similar services as those described in this RFP. Describe previous projects and experience with regulatory agencies, local municipalities, ports and districts.
  
4. Respondent's Capabilities  
Describe your firm's quality assurance program and quality control processes. Provide evidence of relevant accreditations, certifications and registration.
  
5. Project Approach and Understanding  
Describe your firm's experience with agencies, municipalities, ports and districts within Clark County.
  
6. Proposed Cost  
Provide a professional services schedule of fees with the unit and hourly billing rates for all services listed in your proposal.
  
7. Employment Verification  
**Please refer to section 1A.6. – E-Verify**

**IMPORTANT NOTE:** Include this portion of the response immediately **AFTER** the cover page, if not already on file with Clark County. Current vendors on file can be viewed at:  
<https://www.clark.wa.gov/general-services/purchasing-overview>

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**Part III Proposal Evaluation & Contract Award**

**Section IIIA Proposal Review and Selection**

- 1. Evaluation and Selection: Proposals received in response to this RFP will be evaluated by a Review Committee. Committee review results and recommendations may be presented to an appropriate advisory board prior to the consent process with the Clark County Council.
  
- 2. Evaluation Criteria Scoring: Each proposal received in response to the RFP will be objectively evaluated and rated according to a specified point system.

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

Consultant Expertise and Qualifications	30
Experience – Local and Industry	30
Project Management and Quality Control	15
Cost	20
References	5
Total Points	100

**Section IIIB Contract Award**

- 1. Consultant Selection: The County will award a contract to the highest scoring Proposer. Should the County not reach a favorable agreement with the highest scoring Proposer, the County shall suspend or terminate negotiations and commence negotiations with the second highest scoring Proposer and so on until a favorable agreement is reached.
  
- 2. Contract Development: Each successful firm will be required to enter into a Washington State Department of Transportation (WSDOT) Local Agency Standard Consultant Agreement with Clark County. A copy of the agreement can be viewed at: [https://wsdot.wa.gov/sites/default/files/2014/10/15/LP\\_LAPS-NegotiatedHourlyRate.pdf](https://wsdot.wa.gov/sites/default/files/2014/10/15/LP_LAPS-NegotiatedHourlyRate.pdf) and should be read carefully before submitting a proposal.
  
- 3. Award Review: The public may view proposal documents. After contract execution, proposers may seek additional clarification on the scores, proposals and interviews.
  
- 4. Orientation/Kick-off Meeting: There will not be an orientation or kick-off meeting. Once a contract is executed that firm will be available for task assignments. The timing of task assignment work can be difficult to predict. Firms can contact the contract administrator with questions.

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**Attachment A: COVER SHEET**

General Information:

Legal Name of Proposing Firm \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact Person \_\_\_\_\_ Title \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Program Location (if different than above) \_\_\_\_\_

Email Address \_\_\_\_\_

Tax Identification Number \_\_\_\_\_

**ADDENDUM:**

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

None     1     2     3     4     5     6

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

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

\_\_\_\_\_  
Authorized Signature of Proposing Firm

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

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**Attachment B: LETTER OF INTEREST**

Legal Name of Applicant Agency \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact Person \_\_\_\_\_ Title \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Program Location (if different than above) \_\_\_\_\_

Email Address \_\_\_\_\_

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

Email Letter of Interest to: [Koni.Odell@clark.wa.gov](mailto:Koni.Odell@clark.wa.gov) and [Priscilla.Ricci@clark.wa.gov](mailto:Priscilla.Ricci@clark.wa.gov)

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

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

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

Request for Proposal #789  
Task Assignment Construction Testing Services

Attachment C



Clark County, Washington

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

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

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

\_\_\_\_\_  
Typed Name & Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

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