



RFP #806
PROFESSIONAL, TECHNICAL AND EXPERT SERVICES

Clark County Washington

RELEASE DATE: WEDNESDAY, AUGUST 18, 2021
DUE DATE: WEDNESDAY, SEPTEMBER 15, 2021 by 1:30 pm

Request for Proposal for:

**ENVIRONMENTAL PUBLIC HEALTH BUSINESS ANALYST & PROJECT
MANAGER**

SUBMIT:

One (1) Original
One (1) Electronic copy on a Thumb Drive

of the Proposal by shipping method of your choice or hand deliver to:

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

Office Hours: 8:00 am – 3:00 pm, Monday – Friday, except Legal Holidays.
Proposals shall not be submitted via electronic submission.

*****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, if not fully vaccinated*****

Refer Questions to Project Manager:

Jazette Johnson
Program Manager / Public Health
Jazette.Johnson@clark.wa.gov
564-397-7367

General Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

criteria have been established on the Green Purchasing List <https://clark.wa.gov/sites/default/files/dept/files/general-services/Purchasing/ERP%20Policy.pdf>

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

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

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

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

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

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

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

PROTESTS - Must be submitted to the Purchasing Department.

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

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

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

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

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

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

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Part I Proposal Requirements

Section IA General Information

1. Introduction

The purpose of this RFP is to permit the consultant community to suggest various approaches to meet this defined need at a given price.

This RFP will identify a service or need where no specific method has been chosen.

The Clark County Public Health (CCPH) department is seeking proposals from qualified proposers for business analysis and project management services to implement a new environmental public health client permitting and financial data system. This effort includes necessary project management, analysis of existing systems and business processes, and collaboration with County staff from identifying functional and system requirements through system implementation and project closure.

Proposers shall respond to all sections to be considered.

Clark County has made this Request for Proposal subject to Washington State statute RCW 39.34. Therefore, the proposer may, at the proposers' option, extend identical prices and services to other public agencies wishing to participate in this RFP. Each public agency wishing to utilize this proposal 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.

2. Background

CCPH's Environmental Public Health (EPH) unit includes the following programs:

- **Food Safety:** CCPH helps protect the community from food borne illness by testing food workers on proper food handling methods and inspecting all Clark County food establishments.
- **Drinking Water Protection:** CCPH helps keep drinking, bathing, and wash water safe by monitoring public water systems, reviewing plans for new systems and wells, and providing maintenance resources to property owners.
- **Onsite Septic Permitting, Onsite Septic Operations & Maintenance:** CCPH protects public health and the environment by preventing human exposure to sewage and the contamination of our groundwater by ensuring the proper placement, design, installation, and maintenance of on-site septic systems.
- **Solid Waste Enforcement:** CCPH works with government agencies to investigate hazardous waste sites that pose a threat to public health and the environment and provides information to property owners to help with proper disposal or clean-up of hazardous waste. CCPH also works to protect its residents by monitoring landfills and recycling facilities, investigating illegal dump sites, and coordinating the clean-up of illegal waste sites.
- **Recreational Water Quality:** CCPH routinely inspects water quality, safety equipment, and physical conditions of all public swimming pools, spas, float tank facilities, and recreational water features in Clark County. Further, between Memorial Day and Labor Day, CCPH routinely monitors local designated swim beaches for bacterial contaminants to determine if the water quality is safe for swimming and recreation.
- **School Health & Safety:** CCPH works in collaboration with local K-12 public, private, and parochial schools to ensure minimum environmental health standards are met. This work is done through routine food safety inspections, plan review of school construction projects, responding to notifications by concerned members of the public, and working

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with school representatives through educational based environmental health assessments.

CCPH currently utilizes an aging data system, EnvisionConnect. This system tracks complaints, manages the permitting process, stores facility inspection history, provides an online customer portal, and manages accounts and invoices for the EPH programs.

3. Scope of Project
 1. Demonstrate project management methodology and best practices.
 2. Utilize tools and technology that support project management best practices and enable strong productivity and effective communication.
 3. Manage the project through the following stages: project planning, technical and functional requirements definition, RFP development, vendor solicitation, vendor demonstrations, vendor evaluation and selection, design and development/configuration, conversion, testing, training, implementation, disposition, and transition to routine operations and maintenance.
 4. Develop, manage, and maintain the project charter, strategy and work plan, including assigning responsibilities, in partnership with Clark County Public Health (CCPH) and its vendor(s).
 5. Develop and manage the project schedule, including setting deadlines, tracking assignments, setting priorities, and evaluating milestones.
 6. Document and analyze the current practices, processes, workflows, and technologies in CCPH's EPH programs.
 7. Conduct meetings with various CCPH groups to elicit and collect information, input, and feedback as needed.
 8. Identify functional, business, and technical requirements of each program.
 9. Identify gaps of the current data systems and future needs.
 10. Recommend best practices and standards for the functional and technical requirements and business rules of an environmental public health data system with a concentration on the legal, technological, operational, and functional contexts.
 11. Produce well researched justification of recommended standards that meets federal and state law requirements, guidance, and regulations.
 12. Develop functional, technical, and process specifications that reflect best practices and standards which can be used for evaluating technology options.
 13. Collaborate with CCPH staff to develop evaluation criteria for environmental public health data systems.
 14. Develop an RFP that will align systems and operations with business objectives and that is reasonable given CCPH's size, scope, business requirements, and budget.

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15. Coordinate vendor demonstrations and obtain estimates from developers and vendors.
16. Coordinate vendors and manage variables and resources required for full-scale integration.
17. Develop and maintain the issues, risks, and key decision logs.
18. Develop and manage systems for change requests and scope management.
19. Coordinate and participate in internal review meetings to validate the project is meeting deadlines and mitigating risk.
20. Prepare and deliver project status/health reports on agreed-upon intervals.
21. Escalate issues that impact the project health to the steering committee.
22. Prepare materials and facilitate project team meetings and steering committee meetings on an agreed-upon schedule.
23. Provide meeting minutes and follow up on any action items identified in meetings.
24. Provide change management communications and coaching.
25. Identify and manage stakeholder expectations.
26. Coordinate and facilitate project retrospective meeting(s) and activities with CCPH to create a project closure report.

4. Project Funding

Allocation of funds for this RFP will be established based on the funds requested in the selected proposal.

Clark County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

El Condado de Clark, de acuerdo con las disposiciones del Título VI de la Ley de Derechos Civiles de 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d a 2000d-4) y el Reglamento, por la presente notifica a todos los postores que se asegurará afirmativamente de que cualquier contrato celebrado de conformidad con este anuncio, las empresas comerciales desfavorecidas tendrán la oportunidad plena y justa de presentar ofertas en respuesta a esta invitación y no serán discriminadas por motivos de raza, color u origen nacional en consideración a un laudo.

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5. Timeline for Selection

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

Proposals Due	September 15, 2021
Proposal Review/Evaluation Period	September 16 – October 8, 2021
Interviews	September 27 – October 1, 2021
Selection Committee Recommendation	October 8, 2021
Contract Negotiation/Execution	October 11 – November 24, 2021
Contract Intended to Begin	December 1, 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 recent 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, whichever comes first. E-Verify information and enrollment is available at the Department of Homeland Security web page: www.dhs.gov/E-Verify

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

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

Note : Sole Proprietors shall submit a letter stating exempt.

Section IB

Work Requirements

1. Required Services

1. Demonstrate project management methodology and best practices.
2. Utilize tools and technology that support project management best practices and enable strong productivity and effective communication.
3. Manage the project through the following stages: project planning, technical and functional requirements definition, RFP development, vendor solicitation, vendor demonstrations, vendor evaluation and selection, design and development/configuration, conversion, testing, training, implementation, disposition, and transition to routine operations and maintenance.
4. Develop, manage, and maintain the project charter, strategy and work plan, including assigning responsibilities, in partnership with Clark County Public Health (CCPH) and its vendor(s).
5. Develop and manage the project schedule, including setting deadlines, tracking assignments, setting priorities, and evaluating milestones.
6. Document and analyze the current practices, processes, workflows, and technologies in CCPH's EPH programs.

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7. Conduct meetings with various CCPH groups to elicit and collect information, input, and feedback as needed.
8. Identify functional, business, and technical requirements of each program.
9. Identify gaps of the current data systems and future needs.
10. Recommend best practices and standards for the functional and technical requirements and business rules of an environmental public health data system with a concentration on the legal, technological, operational, and functional contexts.
11. Produce well researched justification of recommended standards that meets federal and state law requirements, guidance, and regulations.
12. Develop functional, technical, and process specifications that reflect best practices and standards which can be used for evaluating technology options.
13. Collaborate with CCPH staff to develop evaluation criteria for environmental public health data systems.
14. Develop an RFP that will align systems and operations with business objectives and that is reasonable given CCPH's size, scope, business requirements, and budget.
15. Coordinate vendor demonstrations and obtain estimates from developers and vendors.
16. Coordinate vendors and manage variables and resources required for full-scale integration.
17. Develop and maintain the issues, risks, and key decision logs.
18. Develop and manage systems for change requests and scope management.
19. Coordinate and participate in internal review meetings to validate the project is meeting deadlines and mitigating risk.
20. Prepare and deliver project status/health reports on agreed-upon intervals.
21. Escalate issues that impact the project health to the steering committee.
22. Prepare materials and facilitate project team meetings and steering committee meetings on an agreed-upon schedule.
23. Provide meeting minutes and follow up on any action items identified in meetings.
24. Provide change management communications and coaching.
25. Identify and manage stakeholder expectations.
26. Coordinate and facilitate project retrospective meeting(s) and activities with CCPH to create a project closure report.

2. County Performed Work

The project team will include Clark County Public Health managers and staff from the Leadership, Administrative Services, and Environmental Public Health teams. The project team and other Public Health staff will be available to meet with the contractor, answer questions, complete project tasks, and provide input and information throughout the project.

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3. Deliverables & Schedule

- Project management tools including but not limited to:
 - project charter
 - project work plan
 - project schedule
 - issues/risks/decision log
 - communication plan
 - change request procedure
 - project closure/retrospective report
- Project status/health reports
- Steering committee meeting materials
- Meetings, including meeting minutes, with the CCPH project team and vendor(s)
- RFP that includes functional, technical, and process specifications and evaluation criteria in order to solicit proposals which will result in best of class solutions for an environmental public health data system.

All deliverables must be submitted to CCPH for review and approval or rejection. It will be CCPH's sole determination as to whether any tasks have been successfully completed and are acceptable.

Signed acceptance is required from CCPH prior to approval of an invoice for payment. If a deliverable is not accepted, CCPH will provide the reason, in writing, within ten (10) business days of receipt of the deliverable. If the deliverable is of such complexity that additional time is required, CCPH will so notify the Contractor within the ten (10) business day period and include an estimated date by which Contractor can expect a response.

The following payment schedule will be used:

Project Task or Stage	Percent of Contract Amount
Documented Technical and Functional Requirements	5%
Completely Developed RFP	5%
System Vendor Selection	10%
Project Plan, Schedule, and Related Project Management Tools	10%
System Configuration/Design & Development	15%
System Reporting	10%
End-to-End Testing	10%
Administrator and User Training	10%
Implementation/Deployment	20%
Project Closure and Transition to Routine Operations	5%

4. Place of Performance

Contract performance may take place in the County's facility, the Proposer's facility, a third-party location or any combination thereof. Remote work is acceptable.

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5. Period of Performance A contract awarded as a result of this RFP will be for two (2) years and is intended to begin on December 1, 2021 and end November 30, 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) As of July 1, 2019, it is required that contractors meet the new requirements for Prevailing Wage and public works requirements, per RCW 39.04.350. Proposers shall be either exempt, by having a valid Washington business license for three years or more and completed three or more public works projects or received and completed training on prevailing wage and public works requirements.
- 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 proposal closing date from either of these sites:
- <http://www.wsdot.wa.gov/Design/ProjectDev/WageRates/default.htm>
- <http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates>
- Before payment is made by the Local Agency of any sums due under this contract, the Local Agency must receive from the Contractor and each Subcontractor a copy of "Statement of Intent to Pay Prevailing Wages" (Form L & I Number 700-29) approved by the Washington State Department of Labor and Industries.
- A fee of \$45.00 per each "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" is required to accompany each form submitted to this Department of Labor and Industries. The Contractor is responsible for payment of these fees and shall make all applications directly to the Department of Labor and Industries. These fees shall be incidental to all the proposed 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.

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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. 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 \$1,000,000 per occurrence. The deductible will not be more than \$25,000 unless prior arrangements are made with Clark County on a case by case basis; the criterion is the Proposer's liquidity and ability to pay from its own resources. It should be an "Occurrence Form" policy. If the policy is "Claims Made", then Extended Reporting Period Coverage (Tail coverage) shall be purchased for three (3) years after the end of the contract.

C. 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 Commercial General Liability and Automobile Liability.

D. Waiver of Subrogation

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

E. 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.

F. 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.

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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/purchasing-overview>

- 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 are no plans to hold a pre-submittal meeting.
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 September 8, 2021 by 1:30 pm.

An addendum will be issued no later than September 9, 2021 to all recorded holders of the RFP if a substantive clarification is in order.

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

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

Section IIB Proposal Submission

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

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

Proposals received with insufficient copies (as noted on the cover of this document) cannot be properly disseminated to the Review Committee and other reviewers for necessary action, therefore, may not be accepted.
2. Proposal
Proposals must be clear, succinct and not exceed 25 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 not 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

- Please provide an overview of your organization, including lines of business, size, and types of customers served.
- Describe your organization's experience and qualifications for similar sized projects.
- Describe the experience and qualifications of the project lead/project manager and other key members of the project team. The proposal must provide brief biographies and resumes of the individual or individuals. Indicate the start (month/year), end (month/year), and duration (total number of years and months) for each job experience submitted.
- The proposal should identify any subcontractors or vendors and their role in the project.

3. Management Approach

- Please describe your project management approach, including risk management and change management practices.
- Describe your methods and tools for managing scope and dependencies.
- Describe your communication methods and tools, including your processes for gathering stakeholder input and managing differing perspectives and skills.
- Describe your approach to coordinating a project team across programs and skills.
- Describe your method for ensuring accountability across the project team.

4. Respondent's Capabilities

- Please describe projects where your organization has performed a similar scope of work for other clients. Provide a complete description of the relevant experience, including identification of the client, name of the project, your roles and responsibilities, and types of services you provided.
- Please describe projects where your organization has performed a similar scope of work for local environmental public health programs. Provide a complete description of the

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relevant experience, including identification of the client, name of the project, your roles and responsibilities, and types of services you provided.

- Include at least two documented consulting projects resulting in documented functional requirements and system specifications or RFPs for data systems within the past three years.
- Please provide at least five professional references, including at least two involving successful implementation of a data system for a local (city or county) government agency within the past three years. Provide a contact name, address, phone number, and email address for each reference.

5. Project Approach and Understanding

- Provide or describe some of the tools you propose using to manage this project.
- Provide a proposed project schedule that includes all of the project tasks and stages listed in the payment schedule in Deliverables & Schedule section above
- Please describe your process for gathering stakeholder input and managing differing perspectives.
- Please provide specific risks you see related to this project and how your organization will manage/mitigate these risks through your project management approach.

6. Proposed Cost

Please provide a clear and concise budget that includes fully loaded hourly rates and the number of hours allocated for each of the project tasks and stages listed in the payment schedule in Deliverables & Schedule section above. The total proposed cost will become the not-to-exceed amount for the contract.

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://clark.wa.gov/internal-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. The 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:

<p>ORGANIZATIONAL QUALIFICATIONS Organization and project team with five or more years of project management experience involving similarly sized projects and with local government agencies. Project team with work experience, education and/or training in project management, change management, information technology, and public health</p>	30
<p>PROJECT MANAGEMENT Experience using standardized or certified project management and change management methodologies. Experience using project management tools for risk management, change management, communication, stakeholder engagement, and scope management. Proposed schedule and work plan that meet CCPH's desired timeline</p>	30
<p>EXPERIENCE Two (2) or more documented consulting projects involving successful data system implementations with a local government within the past three (3) years. Documented experience working with local government agencies within the past five (5) years. CCPH may apply a weighted scoring measure to recognize proposers with more recent experience. CCHP may apply a weighted scoring measure to recognize proposers with experience implementing a data system with a city or county public health department.</p>	30
<p>BUDGET / COST Clear and concise budget that includes fully loaded hourly rates and the number of hours allocated for each of the project tasks and stages listed in the payment schedule in Deliverables & Schedule section.</p>	10
TOTAL POINTS	100

The three (3) proposers with the highest scores will be interviewed and references will be contacted. A one hundred (100) point system will be used, weighted against the following criteria:

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ORGANIZATIONAL QUALIFICATIONS Organization and project team with five (5) or more years of project management experience involving similarly sized projects and with local government agencies. Project team with work experience, education and/or training in project management, change management, information technology, and public health.	30
PROJECT MANAGEMENT Experience using standardized or certified project management and change management methodologies. Experience using project management tools for risk management, change management, communication, stakeholder engagement, and scope management. Proposed schedule and work plan that meet CCHP's desired timeline.	30
EXPERIENCE Two (2) or more documented consulting projects involving successful data system implementations with a local government within the past three (3) years. Documented experience working with local government agencies within the past five (5) years. CCHP may apply a weighted scoring measure to recognize proposers with more recent experience. CCHP may apply a weighted scoring measure to recognize proposers with experience implementing a data system with a city or county public health department.	20
REFERENCES Five (5) professional references, including at least two (2) involving a local government agency within the past three (3) years, that CCPH can contact.	20
TOTAL POINTS	100

Section IIIB

Contract Award

1. Consultant Selection The County will award a contract to the highest scoring Proposer. If the County does not reach a favorable agreement with the highest scoring Proposer, the County shall suspend or terminate negotiations and commence negotiations with the second highest scoring Proposer and so on until a favorable agreement is reached.

2. Contract Development The proposal and all responses provided by the successful Proposer may become a part of the final contract.

The form of contract shall be the County's Contract for Professional Services. See attachment D.

3. Award Review The public may view proposal documents by public records request at www.clark.wa.gov . After contract execution, proposers may seek additional clarification on the scores, proposals and interviews.

4. Orientation/Kick-off Meeting Upon execution of the contract, an orientation/kick-off meeting with the Clark County Public Health project team will be scheduled.

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Attachment A: COVER SHEET

General Information:

Legal Name of Proposing Firm _____

Street Address _____ City _____ State _____ Zip _____

Contact Person _____ Title _____

Phone _____ Fax _____

Program Location (if different than above) _____

Email Address _____

Tax Identification Number _____

ADDENDUM:

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

None 1 2 3 4 5 6

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

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

Authorized Signature of Proposing Firm

Date

Printed Name

Title

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Attachment B: LETTER OF INTEREST

Legal Name of Applicant Agency _____

Street Address _____

City _____ State _____ Zip _____

Contact Person _____ Title _____

Phone _____ Fax _____

Program Location (if different than above) _____

Email Address _____

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

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

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

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

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

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Attachment C



Clark County, Washington

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

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

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

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

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

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

CONTRACT TYPE
HDC.XXXX
between
CLARK COUNTY
P.O. Box 9825, Vancouver, WA 98666
and
CONTRACTOR
Address, Address 2, City, State, Zip

Project: Project Name
Service Description: Service Description
Supplier Contract Number: SCN0000XXXX
Contract Name: CCPH Contractor Name Few Words HDC.XXXX
Contract Period: Start Date-End Date
Total Contract Amount: \$00,000.00

County Contacts		
Program	Fiscal	Contract
Name 360.555.555 email@yahoo.com	Name 360.555.555 email@yahoo.com	Name 360.555.555 email@yahoo.com

Contractor Contacts		
Program	Fiscal	Contract
Name 360.555.555 email@yahoo.com	Name 360.555.555 email@yahoo.com	Name 360.555.555 email@yahoo.com

By signing below, Clark County, hereinafter referred to as “County,” and _____, hereinafter referred to as “Contractor,” agree to all terms and conditions, exhibits, and requirements of this contract.

CONTRACTOR:

CLARK COUNTY:

Contractor Name, Title Date

Kathleen Otto, County Manager Date

APPROVED AS TO FORM ONLY:

Amanda Migchelbrink Date
Deputy Prosecuting Attorney

TERMS AND CONDITIONS

1. Services. The Contractor shall perform services as set forth in Exhibit A.
2. Time. The contract shall be effective beginning START DATE and ending END DATE. Clark County reserves the right to extend the contract for a period of _____ (X) number (X) year/month periods, with the same terms and conditions, by service of a written notice of its intention to do so prior to the contract termination date.
3. Compensation. County shall pay the Contractor for performing said services upon receipt of a written invoice according to the schedule set forth in _____ (*example, "Exhibit B"*), which is attached hereto and incorporated herein by this reference. The parties mutually agree that in no event may the amount billing exceed \$00,000.00 without prior approval of the County.
4. Termination. The County may terminate this Contract immediately upon any breach by Contractor in the duties of Contractor as set forth in Contract. The waiver by the County of one or more breaches shall not be construed as a waiver of any subsequent breach or breaches. Either party may terminate this Contract without cause upon ninety (90) days prior written notice. Further, County may terminate this Contract upon immediate notice to Contractor in the event that the funding for the project ceases or is reduced in amount. The Contractor will be reimbursed for services expended up to the date of termination. Within fourteen (14) days of any termination the Contractor will provide all work products and working documents developed within the effective term of the contract.
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 Contractor shall defend, indemnify and hold the County, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the Contractor in performance of this Contract, except for injuries and damages caused by the sole negligence of the County. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or

resulting from the concurrent negligence of the Contractor and the County, its officers, officials, employees, and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Contract.

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 contract be enacted as to all persons employed by the Contractor in performance of the work pursuant to this Contract and shall assume exclusive liability therefore, and meet all requirement's thereunder pursuant to any rules and regulations that are now and may be promulgated in connection therewith.
9. Contract Documents: The contract documents included in this contract include Exhibit A, Scope of Work and Exhibit B, Budget Summary. If there is a conflict between the provisions of these documents, the provisions of this Contract shall control.
10. Equal Employment Opportunity: The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, gender, gender identity, sexual orientation, age, disability, marital status or national origin.
11. Changes: County may, from time to time, require changes in the scope of the services to be performed hereunder. Such changes including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between County and the Contractor, shall be in writing, signed by both parties and incorporated in the written amendments to the Contract.

12. Public Records Act: Notwithstanding the provisions of this contract to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, RCW Chapter 42.56, as may hereafter be amended, Contractor agrees to maintain all records constituting public records and to produce or assist Clark County in producing such records, within the time frames and parameters set forth in state law. Contractor further agrees that upon receipt of any written public record request from the public to the Contractor, Contractor shall, within two business days, notify Clark County of receipt of the request by providing a copy of the request to the Clark County Public Records Officer.
13. Governing Law. This contract shall be governed by the laws of the State of Washington. Venue for any litigation shall be in Superior Court for the State of Washington in Clark County, Washington.
14. Confidentiality. 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 or shall perform services as an independent contractor with it, in the performance of this contract.
16. Insurance.
- 16.1. Liability Insurance. The Contractor specifically confirms and warrants that it has errors and omissions liability insurance with minimum limits of \$500,000 per occurrence and in the aggregate for each one (1) year period. Failure to provide proof of insurance within three (3) business days upon demand by the County is agreed by both parties to be a material breach of his Contract and may result in termination of this Contract pursuant to Paragraph four (4) above.
- 16.2. Additional Insurance. The Contractor shall provide to Clark County prior to the terms of this Contract, current certificates of insurance which will be in the form of an

ACORD certificate(s), and shall assure that Clark County is listed as an additional insured, and shall include; *(Example, "commercial general liability, automobile, umbrella, pollution an asbestos, to protect against legal liability arising out of contract activity. Such insurance shall provide a minimum of \$1,000,000.00 per occurrence and shall not contain pollution exclusion. Contractor must carry commercial general liability insurance in the amount of \$1,000,000.00.)*

17. Consent and Understanding. This contract contains a complete and integrated understanding of the Contract between the parties and supersedes any understandings, contract, or negotiations, whether oral or written, not set forth herein or in written amendments hereto duly executed by both parties.
18. Force Majeure. Neither party will be liable for failure or delay to perform obligations under this Contract, which have become practicably impossible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include without limitation natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control. Written notice of a party's failure or delay in performance due to force majeure must be given to the other party no later than five (5) business days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. All delivery dates under this Contract affected by force majeure shall be tolled for the duration of such force majeure. The parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist.
19. Severability. If any provision of this contract is held invalid, the remainder would then continue to conform to the terms and requirements of applicable law.

**EXHIBIT A
STATEMENT OF WORK
(Template in Process)**

- 1. Background/Overview**
- 2. Mandatory/Minimum Requirements**
 - 2.1. Requirement 1
 - 2.2. Requirement 2
 - 2.3. Requirement 3
- 3. Scope of Work**
 - 3.1. Description A
 - 3.2. Description B
 - 3.3. Description C
- 4. Schedule/Timeline *(if needed)***
- 5. Budget**
- 6. Deliverable(s)**

DELIVERABLE ITEM	DUE DATE	PAYMENT DELIVERY

EXHIBIT B
BUDGET SUMMARY
(template in process)

SAMPLE

EXHIBIT C
INVOICE EXAMPLE
(template in process)

SAMPLE