

RFP #808 PROFESSIONAL, TECHNICAL AND EXPERT SERVICES

Clark County Washington

RELEASE DATE: WEDNESDAY, SEPTEMBER 15, 2021 DUE DATE: WEDNESDAY, OCTOBER 6, 2021 by 1:30 pm

Request for Proposal for:

RELOCATION and REAL PROPERTY ACQUISITION SERVICES

<u>SUBMIT</u>: One (1) Original One (1) Complete Copy

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. **<u>DO NOT</u> 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:

Laura Henry Slye Public Works Interim Real Property Services Manager Laura.Slye@clark.wa.gov 564-397-4777

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 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/generalservices/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 bidder may, at the bidders' 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 <u>no</u> 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 Request for Proposal is to seek qualified Relocation and Real Property Acquisition Services firms to conduct services as required.

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 bid will issue a purchase order (or contract) binding only their agency. Each contract is between the bidder and the individual agency with no liability to Clark County.

2. Background The purpose of this project is to complete funding estimates, relocation, and acquisition services as necessary on parcels that will be under consideration for acquisition.

Clark County Public Works Department (CCPW) acquires property for the Annual Construction Program, Stormwater Program, Legacy Lands, Conservation Lands, and Parks as approved by the Clark County Council. The Annual Construction Program is the annual element of the Six Year Road Improvement Program that the County updates every year.

- 3. Scope of Project The County will enter into a professional services contract with the selected firm(s). As the County is prepared to proceed with an individual assignment, a letter of commitment, known as a <u>Task Order</u>, will be signed by the Real Property Services Manager and the firm(s). The Task Order will specify the total cost of the specific service or services and the date of delivery of the assignment to the county. Services will be conducted according to schedules to be determined by the county, with all assignments to be completed as stated in the Task Order. A typical Task Order is attached. (See attachment D). Any changes to the cost, scope of work, or schedule must be agreed to by the consultant and CCPW in writing as an amendment to the Task Order.
- 4. Project Funding As budgeted by applicable County Programs. 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.

La políza del condado de Clark es garantizar que ninguna persona por motivos de raza, color, origen nacional o sexo según lo dispuesto en el Title VI of the Civil Rights Act de 1964, según enmendada, sea excluida por participar en, ser negado los beneficios de, o ser discriminado

por cualquier programa o actividad patrocinada por el condado. Para preguntas relacionadas con el programa de Title VI de Obras Públicas del condado de Clark, o para servicios de interpretación o traducción para personas que no hablan inglés. O para que los materiales estén disponibles en un formato alternativo, comuníquese con el coordinador del Title VI de Obras Públicas del condado de Clark por correo electrónico a <u>CCPW-TitleVI@clark.wa.gov</u> o por teléfono a 564-397-9444. Las personas con problemas de audición / habla pueden llamar a Washington Relay Center al 711.

TITLE VI

For questions regarding Clark County Public Works' Title VI Program, or for interpretation or translation services for non-English speakers, or otherwise making materials available in an alternate format, contact Clark County Public Works' Title VI Coordinator via email <u>at CCPW-TitleVI@clark.wa.gov or phone 564.397.4944.</u> Hearing/speech impaired may call the Washington Relay Center at 711.

5. Timeline for Selection

The following dates are the *intended* timeline:

Proposals Due	October 6, 2021 by 1:30 pm
Proposal Review/Evaluation/Interviews	October 7 – 13, 2021
Selection Committee Recommendation	October 14, 2021
Contract Negotiation/Execution	October 15, 2021 to December 31, 2021
Contract Intended to Begin	January 1, 2022

6. Employment Verification Effective November 1st, 2010, to be considered <u>responsive</u> 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 ACQUISITION:

The Consultant will perform acquisition services to any and all persons/businesses being impacted by the project, as named in the task order and as directed by the County, as required by the Uniform Act and the applicable Washington State Codes (RCW 8.26 Relocation Assistance – Real Property Acquisition Policy). All work will conform to the WSDOT Right of Way Manual and Local Agency Guidelines (LAG) Chapter 25. Exceptions will be made only in those cases where Clark County determines it is not bound by the provisions of the Act or the state statutes.

Acquisition staff must have a current Washington State Real Estate License.

Upon notification and receipt of the Acquisition files from the County, the Consultant will commence negotiations. If it becomes apparent that negotiations have reached an impasse and sufficient time has passed for the property owner to make a settlement decision, then the Consultant will return the file to the County. The filing of condemnation proceedings is the responsibility of the County.

Upon completion of negotiations with property owners the Consultant shall transmit the file to the County. The clearing of lien encumbrances, recording of instruments and payment to property owner will be the responsibility of the County, unless otherwise requested on the task order.

In performing this work, the Consultant shall:

- A. Provide in writing a detailed status report of ongoing negotiations, staff hours, and expenses as required by the Task Order.
- B. Make at least three personal contacts with each property owner(s), at the property owners' convenience, including weekend and evening appointments if necessary, to acquire the needed property rights as shown on the project right-of-way plans or as instructed in writing by the County.
- C. On the first (but no later than the second) contact with the property owner(s) verbally explain the County's offer and in writing request execution of the appropriate conveyance for the needed property rights for the consideration offered. The \$750.00 Statutory Evaluation Allowance for review of the offer should be explained no later than the second contact. A copy of the "Property Needs and You" brochure shall be given to the property owner(s) with the offer letter.
- D. The Consultant will attach digital pictures to all conveyance documents, permits and/or Agreements showing the property being acquired, if applicable, and any other areas of the property that will be affected by the road project. At the completion of the acquisition of all the parcels the Consultant will provide the County with the original documents and photos.
- E. The Consultant shall ensure that negotiations will be performed only to the limit of authority delineated by the title reports, procedure manuals, or written instructions issued by the County.

- F. The Consultant shall provide concise, typed diaries of each contact with the property owner(s). It will include the offer amount, time, place, name of property owner who received the offer, all the parties present, that they received a copy of the "Property Needs and You" brochure, were notified about the \$750.00 review allowance, and owner's response in a form furnished by the County and to be returned to the County for permanent records.
- G. The Consultant, when requested, will return to the County the files for any parcels that have not been settled within the project time frame. The files shall include diaries, all written correspondence including text and email messages, and valid conveyances pursuant to all negotiated transactions or written recommendations pursuant to future negotiations. Text messages may be documented in the diary or diaries. Email messages shall be included in the file. All work shall be submitted as completed to the County for acceptance or rejection.

(**Note:** County approval is required prior to hiring of subcontractors. If services are subcontracted, the consultant shall state the name and address of the subcontractor and the services to be performed. All subcontracts must contain the same terms and conditions as this agreement. All subcontractors must also be on the WSDOT Approved Consultants List.)

RELOCATION ASSISTANCE:

The Consultant will perform relocation assistance services to all persons/businesses being displaced by the project, as named in the task order and as directed by the County, as required by the Uniform Act and the applicable Washington State Codes (RCW 8.26 Relocation Assistance – Real Property Acquisition Policy). All work shall conform to the WSDOT Right of Way Manual and Local Agency Guidelines (LAG) Chapter 25. Exceptions will be made only in those cases where Clark County determines it is not bound by the provisions of the Act or the state statutes.

Residential and Non-Residential Displacement Services will include, but not be limited to:

- Personally conduct occupant interview and complete all required documentation;
- Prepare Replacement Housing Study and Benefit Determination;
- Prepare Relocation Plan, as required;
- Personally present and explain Benefit Determination;
- Provide relocation advisory services and/or assistance as much or as little as displacees require in terms of search for replacement housing, a replacement dwelling, preparation of offer to purchase or rent, completion of loan applications, etc.;
- Prepare Relocation Notices to include, but not limited to, General Information Notices, required notices, 90 Day Assurance letters, as well as all other required documentation, and coordinate with County staff;
- Provide claim forms and assist in their preparation;
- Obtain Good Faith Estimate or HUD-1 and calculate estimated or actual closing costs;
- Calculate increased interest differential based on copies of executed Notes based on documentation showing existing and new interest rates;
- Perform DSS inspection of replacement housing and arrange for DSS inspections;
- Arrange for commercial move or calculate scheduled move;

- Provide general coaching and new buyer information on home purchase and loan process;
- Facilitate closing with lender and title company or landlord;
- Issue Notice to Vacate;
- Perform final inspection of vacated residence, pick up keys, and deliver to County;
- Provide such specialized assistance as is needed by special needs displaces;
- Maintain a relocation diary for each displacement and provide such other professional tools and work products as are required, either by professional practices or by Clark County.

Business Relocation Services and Personal Property Only (PPO) Services will

include, but not be limited to:

- Personally conduct occupant interview and complete all required documentation;
- In conjunction with displacee, develop an inventory and moving plan;
- Provide relocation advisory services and/or assistance as much or as little as displacees require;
- Arrange for bids and estimates to perform elements of moving plan;
- Analyze move bids and make recommendation to the County on lowest acceptable bidder;
- Provide advisory services regarding locating a suitable replacement site and all move options available, including items such as Direct Loss of Tangibles and Substitute Personal Property;
- Arrange for contractors to perform work covered by moving plan;
- Arrange for all aspects of removal and reinstallation of personal property;
- Prepare and/or assist with preparation of claim forms;
- Prepare Relocation Notices to include, but not limited to, General Information Notices, 90 Day Assurance letters, as well as all other required documentation, and coordinate with County staff;
- Assist in applications for required permits and approvals;
- Provide such specialized assistance as is needed for the particular type of business being displaced;
- Maintain a relocation diary for each displacement and provide such other professional tools and work products as are required, either by professional practices or by Clark County.
- 2. County Performed Work County staff will meet with the consultant and provide such information as required. CCPW has assigned a contract administrator who will oversee the work and provide support as needed. The County will provide the consultant with the scope of work for the assignment.

 Deliverables & Schedule
 Deliverables shall be considered those tangible items resulting work products which are to be delivered to the County. Deliverables and schedule for each specific project or task shall be agreed upon prior to a task order being issued. All deliverable and resulting work products from this contract are the property of Clark County Public Works and may not be used for other purposes without permission. This will be set out and agreed upon in the Task Order.
 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.

5. Period of Performance A contract awarded as a result of this RFP will be for thirty-six (36) months and is intended to begin on January 1, 2022 and end December 31, 2025.

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. Bidder shall be either exempt, by having a valid Washington business license for three years or more <u>and</u> completed three or more public works projects <u>or</u> 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 bid opening 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 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 proposers 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 The firm awarded the contract will be required to have insurance in effect as specified in the WSDOT Local Agency Real Estate Professional Services Lump Sum Consultant Agreement https://wsdot.wa.gov/sites/default/files/2014/10/15/LP_REPS-LumpSum.pdf

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 or the value of the contract, whichever is greater. 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) year

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: <u>https://clark.wa.gov/internal-services/purchasing-overview</u>

- 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.

Part II Proposal Preparation and Submittal

Section IIA Pre-Submittal Meeting / Clarification

- 1. Pre-Submittal There will be no pre-submittal meeting or site visit scheduled for this project. Meeting
- 2. Proposal 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 Tuesday, September 28, 2021 by 2:00 pm PDT.

An addendum will be issued no later than September 29, 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: <u>https://clark.wa.gov/internal-services/requests-proposals</u>

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 and, therefore, may not be accepted.

2. Proposal Proposals must be clear, succinct and not exceed thirty (30) pages, excluding resumes, E-Verify and coversheet. Proposers 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 <u>readily recyclable</u>.

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.

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 How well do the staff's qualifications and experience relate to the types of projects and professional services requested?

This section should describe:

- Names of key members who could be expected to perform work under this contract, and:
- Their responsibilities
- Current assignments and locations
- Experience on similar or related projects
- 3. Management Approach This relates to the project principal(s) and project manager(s). How well do their qualifications and experience relate to the types of projects and/or professional services requested?

This section should describe:

- Extent of Principal involvement
- Names of key members who could be expected to perform work under this contract, and:
- Their responsibilities
- Current assignments and locations
- Experience on similar or related projects

4. Respondent's Capabilities

- Provide resumes for each staff person (include professional certifications/licenses).
- Provide details of similar projects performed in southwest Washington within the last three years which best characterize capabilities, work quality, and cost control.
- Provide details of similar projects with other Washington government agencies.
- Provide two references for those projects identified above, to include the contact's name and phone number.
- List Eminent Domain partial taking services completed (include date completed), noting which were within Clark County.

- 5. Project Approach and Understanding Briefly describe your understanding of this contract and how the task orders will be assigned and handled.
- 6. Proposed Cost 1. General costs for relocation services and real property acquisitions, including all services required by the Scope of Work set forth above.
 - 2. Other miscellaneous fees, i.e. Hourly Rate, Superior Court Testimony, etc.
 - 3. Salaries and wages (identify individual position(s) salary)
- 7. Employment Verification
 Please refer to section 1A.6. – E-Verify
 IMPORTANT NOTE: Include this portion of the response immediately <u>AFTER</u> 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

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's review results and recommendations may be presented to an appropriate advisory board prior to the consent process with the Clark County Board of Councilors.

The successful Proposer shall be selected by the following process:

- A. An evaluation committee will be appointed to evaluate submitted written proposals.
- B. The committee will score the written proposals based on the information submitted according to the evaluation criteria and point factors.
- C. The committee will require a minimum of one week to evaluate and score the written proposals.
- D. A short list of Proposers, based on highest scores, <u>may</u> be selected for oral interviews, if necessary. The County reserves the right to increase or decrease the number of Proposers on the short list, depending on the scoring and whether the Proposers have a reasonable chance of being awarded a contract.
- E. If oral interviews are necessary, the scores from the written proposals will be considered preliminary. Final scores, based on the same evaluation criteria, will be determined following interviews.

All communications shall be through the contact referenced on the cover of this RFP.

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:

Proposal Approach / Quality	10
Similar Projects and Work History	30
References	20
Proposer's Qualifications	40
Total Points	100

Section IIIB Contract Award

1. Consultant Selection The County will award a contract to the highest scoring Proposer or Proposers. 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 The proposal and all responses provided by the successful Proposer or Proposers may become a part of the final contract.

The form of contract shall be the Washington State Department of Transportation Local Agency Real Estate Professional Services Lump Sum Consultant Agreement. https://wsdot.wa.gov/sites/default/files/2014/10/15/LP_REPS-LumpSum.pdf

- 3. Award Review The public may view proposal documents by public records request at <u>www.clark.wa.gov</u>. After contract execution, proposers may seek additional clarification on the scores, proposals, and interviews.
- 4. Orientation/Kick-off There are no plans for an orientation or kick off meeting. Meeting

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 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

Printed Name

Date

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.



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.



DEPARTMENT OF PUBLIC WORKS Real Property Services

Formal Task Assignment Document

Consulting Services for Real Estate Appraisal Services

Consultant Name:

Contract #

Task Order

CRP # Project Description:

		=	Part I leted by County]				
Number of Parco Partial Ac TCEs		Total Acquis		Easements Other			
Attachments	Legals	Title Policies		Appraisals			
Services Requir	Appraisal 🗌 Sumn	nary Appraisal	Sh Relocation	ort Form Appraisal			
Status Reports	Bi-monthly	U Weekly	By Parcel	□ N/A			
Comments:							
Technical Direction	on Contact:	Phone:		Email:			
Requested By:		Da	ate:				
		=	art II y consultant/contra	ctor]			
Staff Names & F Fee: \$ Completion Date Comments:	Functions (if not include e:	ed on attached fee	schedule):				
Accepted By	Accepted By Date						
Part III							
Notice To Proceed							
Commencement	Date:						
Approved By	Laura Henry Slye			ate			
	Interim Real Property	Services Superviso	ור				