



**RFP #852**  
PROFESSIONAL, TECHNICAL AND EXPERT SERVICES

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Clark County Washington

RELEASE DATE: WEDNESDAY, MARCH 1, 2023  
DUE DATE: WEDNESDAY, MARCH 29, 2023 by 1:30 pm

Request for Proposal for:

**TEMPORARY PERSONNEL SERVICES**

**SUBMIT:**

One (1) Original  
Four (4) Complete Copies

of the Proposal to:

<b><u>Shipping Method of your Choice or Hand Delivery</u></b>	<b><u>United States Postal Service</u></b>
Clark County ATTN: Office of Purchasing 1300 Franklin Street, 6 <sup>th</sup> Floor, Suite 650 Vancouver WA 98660 564-397-2323	Clark County ATTN: Office of Purchasing PO Box 5000 Vancouver WA 98666-5000 564-397-2323

**Office Hours:** 8:00 am – 3:00 pm, Monday – Friday, except Legal Holidays.

**No electronic submissions.**

**\*\*Proposals must be delivered to the Purchasing office – No Exceptions**

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

**\*\*Proposal shall be sealed and clearly marked on the package cover with RFP #, Title & Company Name**

**Refer Questions to Project Manager:**

Leslie Harrington Smith  
HR Representative / Human Resources  
[Leslie.Harrington-Smith@clark.wa.gov](mailto:Leslie.Harrington-Smith@clark.wa.gov)  
564-397-2114

## 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.

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

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

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

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

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

# Request for Proposals Table of Contents

PART I	PROPOSAL REQUIREMENTS
	Section IA: General Information
	1. Introduction
	2. Background
	3. Scope of Project
	4. Project Funding
	5. Timeline for Selection
	6. Employment Verification
	Section IB: Work Requirements
	1. Required Services
	2. County Performed Work
	3. Deliverables and Schedule
	4. Place of Performance
	5. Period of Performance
	6. Prevailing Wage
	7. Debarred / Suspended
	8. Americans with Disabilities Act (ADA) Information
	9. Public Disclosure
	10. Insurance/Bond
	11. Plan Holders List
PART II	PROPOSAL PREPARATION AND SUBMITTAL
	Section IIA: Pre-Submittal Meeting/Clarification
	1. Pre-Submittal Meeting
	2. Proposal Clarification
	Section IIB: Proposal Submission
	1. Proposals Due
	2. Proposal
	Section IIC: Proposal Content
	1. Cover Sheet
	2. Project Team
	3. Management Approach
	4. Respondent's Capabilities
	5. Project Approach and Understanding
	6. Proposed Cost
	7. Employment Verification
PART III	PROPOSAL EVALUATION & CONTRACT AWARD
	Section IIIA: Proposal Review and Selection
	1. Evaluation and Selection
	2. Evaluation Criteria Scoring
	Section IIIB: Contract Award
	1. Consultant Selection
	2. Contract Development
	3. Award Review
	4. Orientation/Kick-off Meeting
ATTACHMENTS	A: Proposal Cover Sheet
	B: Letter of Interest
	C: Certification Regarding Debarment, Suspension and Other Responsibility Matters Form

**Request for Proposal #852  
Temporary Personnel Services**

**Part I Proposal Requirements**

Section IA	General Information
1. Introduction	<p>Clark County invites temporary staffing agencies (Agency) to submit proposals for assisting the County with temporary staffing needs. Proposals should be prepared with concise descriptions of the Agency's ability to satisfy the requirements for the County's Request for Proposal (RFP).</p> <p>If your company contact details <i>are not</i> on the Plan Holder List at <a href="https://clark.wa.gov/internal-services/request-proposal-1">https://clark.wa.gov/internal-services/request-proposal-1</a> Attachment B, Letter of Interest must be submitted to participate in this RFP.</p> <p>Proposers shall respond to all sections to be considered.</p> <p>Clark County has made this Request for Proposal subject to Washington State statute RCW 39.34. 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.</p>
2. Background	<p>Clark County is governed by a five-member Council.</p> <p>The County is committed to attracting, recruiting and retaining a diverse workforce that represents the community we proudly serve. The proposers should ensure their workforce/applicants represent diverse ethnic backgrounds, all genders and people with disabilities.</p> <p>Clark County government is responsible for the county's vital infrastructure and public services. The County requires temporary staffing services on an as needed and on-call basis. Services required may include, but are not limited to, clerical, light industrial, technical, information technology, outdoor laborers and professional level staffing. (Job descriptions are on file for current, existing positions on Clark County's Human Resources website: <a href="http://www.clark.wa.gov/hr/index.html">http://www.clark.wa.gov/hr/index.html</a> or at 1300 Franklin Street, 5<sup>th</sup> Floor, Suite 560 Vancouver, WA 98660.</p>
3. Scope of Project	<p>Clark County is soliciting sealed proposals for the purpose of providing temporary staffing services described pursuant to the specifications described herein.</p> <p>The County anticipates entering into contracts with one (1) or more qualified temporary staffing agencies. The Agency(s) agree to supply temporary staffing services at competitive predetermined rates and are able to meet the County's requirements during the term of the contract. The County does not guarantee any minimum or maximum amount of work.</p> <p>The Agency(s) must be able to supply the county with diverse, qualified employees to fill many types of positions, including but not limited to, clerical, light industrial, technical, information technology and outdoor laborers and professional level positions.</p>
4. Project Funding	<p>The anticipated cost for the services described herein is approximately \$2 million annually, based on an estimate of 2022 County expenditures for temporary staffing. Actual funding is budgeted and available through each department's budget. The County does not guarantee any minimum or maximum amount of work.</p>

**Request for Proposal #852**  
**Temporary Personnel Services**

	<p><b>Title VI Statements</b>  Clark County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.</p> <p>El Condado de Clark, de acuerdo con las disposiciones del Título VI de la Ley de Derechos Civiles de 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d a 2000d-4) y el Reglamento, por la presente notifica a todos los postores que se asegurará afirmativamente de que cualquier contrato celebrado de conformidad con este anuncio, las empresas comerciales desfavorecidas tendrán la oportunidad plena y justa de presentar ofertas en respuesta a esta invitación y no serán discriminadas por motivos de raza, color u origen nacional en consideración a un laudo.</p>																
<p>5. Timeline for Selection</p>	<p>The following dates are the <b>intended</b> timeline:</p> <table border="1" data-bbox="423 768 1511 1266"> <tr> <td>Proposals Due</td> <td>March 29, 2023</td> </tr> <tr> <td>Deadline for Questions and Answers</td> <td>March 20, 2023</td> </tr> <tr> <td>Last Date an Addendum issued</td> <td>March 21, 2023</td> </tr> <tr> <td>Proposal Review / Evaluation Period</td> <td>March 30 – April 7, 2023</td> </tr> <tr> <td>Interviews/Demonstration</td> <td>Optional - TBD</td> </tr> <tr> <td>Selection Committee Recommendation</td> <td>April 10, 2023</td> </tr> <tr> <td>Contract Negotiation / Execution</td> <td>April 10 – May 12, 2023</td> </tr> <tr> <td>Contract Intended to Begin</td> <td>May 1 – 15, 2023</td> </tr> </table>	Proposals Due	March 29, 2023	Deadline for Questions and Answers	March 20, 2023	Last Date an Addendum issued	March 21, 2023	Proposal Review / Evaluation Period	March 30 – April 7, 2023	Interviews/Demonstration	Optional - TBD	Selection Committee Recommendation	April 10, 2023	Contract Negotiation / Execution	April 10 – May 12, 2023	Contract Intended to Begin	May 1 – 15, 2023
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<p>6. Employment Verification</p>	<p>To be considered <b>responsive</b> to this formal Clark County RFP, all proposers shall submit before, include with their response or within <b>48 hours</b> 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 employees hired after the date of the MOU. The status report shall be directed to the county 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: <a href="http://www.dhs.gov/E-Verify">www.dhs.gov/E-Verify</a></p> <p><b>How to submit the MOU in advance of the submittal date:</b></p> <ol style="list-style-type: none"> <li>Hand deliver to 1300 Franklin St, Suite 650, Vancouver, WA 98660, or;</li> <li>E-mail: <a href="mailto:koni.odell@clark.wa.gov">koni.odell@clark.wa.gov</a> or <a href="mailto:priscilla.ricci@clark.wa.gov">priscilla.ricci@clark.wa.gov</a></li> </ol> <p><i>Note : Sole Proprietors shall submit a letter stating exempt.</i></p>																

**Request for Proposal #852**  
**Temporary Personnel Services**

Section IB	Work Requirements
<p>1. Required Services</p>	<p>The Agency(s) must be able to supply the County with diverse, qualified employees to fill all types of positions, including but not limited to, clerical, light industrial, technical, information technology, outdoor laborers and professional level positions.</p> <p><b>Benefits:</b> It shall not be the responsibility of the County to provide temporary employees placed with the County any benefits (health or life insurance, holiday pay, etc.). All benefits including sick leave, vacation, paid holidays and/or emergency/inclement weather pay shall be paid by the Agency(s), if available.</p> <p><b>Experience/Qualifications:</b> In response to the County's request for staffing, the Agency(s) must supply personnel with qualifications and/or experience as outlined in the classification descriptions on file with the County or as specified by Human Resources in a County staffing request. The County reserves the right to obtain services from an alternate provider if the Agency is unable to readily meet the temporary staffing needs of the County.</p> <p><b>On-Call Requirements:</b> Agency(s) must be able to provide qualified temporary staffing for immediate short-term needs (less than 30 calendar days) within four (4) hours of notification (unless additional testing processes required by the County would prohibit adequate staffing within four (4) hours or as otherwise agreed in writing). For assignments of more than thirty (30) calendar days, the Agency(s) must be able to provide a diverse, qualified applicant pool from which the County can interview and select a candidate to fit their needs within two (2) business days from the time of request. The interview/selection process will be completed at the County's discretion. The County reserves the right to obtain services from an alternate provider if these requirements are not met.</p> <p><b>Rejection of Placements:</b> The County may reject or terminate any employee placed, without giving cause or notice, and the Agency(s) will provide a replacement employee within two (2) hours after notification of termination. Should the second (replacement) employee also be unsatisfactory, the County reserves the right to obtain the services from an alternate provider.</p> <p><b>Continuity of Service:</b> It shall be the Agency(s) responsibility to ensure continuity. Should an employee be absent for a specific contract period, it shall be the Agency(s) responsibility to replace the employee who is absent, at no additional cost to the County.</p> <p><b>Billing:</b> The Agency(s) shall provide the County with accurate, concise, efficient, and timely invoices. Agency employees placed with the County must turn in timesheets to the Agency within seventy-two (72) hours after the end of the most recent work week. Original invoices shall be billed to the County within five (5) working days after the seventy-two (72) hour deadline. Corrections to timesheets shall be invoiced within five (5) working days after notification of the error.</p> <p>The Agency(s) shall provide one (1) invoice for all services rendered during the prior work week, clearly stating the employee's name, hours worked, billing rate, overtime with overtime rate (where applicable), notification of pay rolled employee, and extension of gross pay. All original time sheets shall accompany invoice. The County and Agency(s) will cooperatively develop an acceptable format to meet the County's needs.</p> <p><b>Changes:</b> The County may make changes within the general scope of this RFP by giving notice to the Agency(s) and subsequently confirming such changes in writing. No changes by the Agency(s) shall be recognized without written approval of the County.</p> <p><b>Policies/Procedures:</b> In addition to the Agency(s) policies and procedures, the Agency(s) agree to become familiar with relevant County policies and ensure temporary staff adherence to applicable policies. Upon request, the Agency(s) agree to partner with the County in training and orienting employees placed with the County on applicable policies and procedures.</p>

# Request for Proposal #852

## Temporary Personnel Services

The Agency(s) will also implement and follow any necessary procedures to fulfill certain position needs, including but not limited to, the Vehicle Use policy (Attachment C) and selection process requirements: driving record check, bonding, criminal history checks, and special licensing or certification requirements, at no additional cost to the County. If requested, the Agency(s) will provide the County's hiring supervisor with a completed Vehicle Use Agreement (not included) form, five (5) year driving record, a copy of the employee's valid driver license, and proof of insurance, prior to placement with the County. These requirements will be in process no later than one (1) day after the request has been made and will be completed in a timely manner.

Agency(s) may be requested to provide copies of its personnel rules and policies as necessary to ensure compliance with state and federal laws and the provisions of the contract agreed to by the parties.

**Testing Processes:** Agency(s) shall provide copies of their tests and other selection criteria/procedures being used or proposed to be used in providing staffing services. Agency(s) shall hold the County harmless from any claims or litigation derived from Agency(s) said tests.

**Applicant Testing Processes:** Agency(s) will agree to provide skills testing services on behalf of the County for individuals applying for regular employment with the County at reduced or no cost.

**Performance Monitoring:** The Agency(s) will agree to monitor employee's performance and assist with any employment issues that may arise regarding employee's performance. The Agency shall contact the appropriate County hiring supervisor to monitor temporary employee performance on the following schedule: first day of placement, once a week for three (3) weeks after placement and monthly after the first month's placement. Written evaluations created by the Agency will be completed by the appropriate County supervisor on any client placed with the County for a period of forty-five (45) days or longer.

The County will give verbal and/or written feedback regarding the Agency(s) performance on an annual basis. The Agency(s) will agree to provide all employee performance and reference information at the County's request.

**Monthly Reporting Requirement:** By the fifteenth (15<sup>th</sup>) of each month the Agency(s) will provide the County with a monthly usage report, via e-mail, in a County compatible format. The report must contain the following: employee name, reporting county department/supervisor, hourly wage, total hourly billing rate, job title, and total monthly hours worked. Overall affirmative action statistics of current temporary labor for the County may be requested on an as needed basis. Additionally, the Agency(s) will agree to supply other information the County may need to monitor the usage of temporary staffing, including, but not limited to, notifying Human Resources immediately when any temporary employee is placed in a single position or department in excess of one thousand (1,000) hours in any twelve (12) month period.

**Continuing Employment:** The County is not obligated under any circumstances to employ the Agency employee on a full-time basis. The intent of this contract is to provide temporary employment only. It is not the intent of the County to utilize the Agency(s) as a recruitment service for regular county positions. Contractual arrangements between the Agency(s) and its employee do not pertain to this contract. No contracts between the Agency(s) and its employee are recognized by or incorporated into this contract.

**Hiring:** In the event that an employee is hired into a regular county position, no placement fee will be charged by the Agency(s), provided that the employee has been placed with the County a minimum of thirty (30) calendar days through the Agency(s).

**Transition:** Temporary employees hired through Agency(s) prior to the development of the exclusive contract(s) resulting from this RFP, will be allowed to remain with their original agency(s) until such time as the employee's current assignment with the County terminates, or as agreed upon by both Agencies. The Agency(s) selected from this RFP, if other than the employee's current Agency, will provide a transition plan to county staff within ten (10) working

# Request for Proposal #852

## Temporary Personnel Services

	<p>days of notification of contract award. The Agency(s) selected will be required to make all necessary arrangements with other Agencies involved to ensure a smooth transition for all temporary employees.</p> <p>Failure of the successful Agency(s) to provide qualified applicants or to adhere to reporting or other requirements of this proposal may cause cancellation of the contract and the County may award to the next most responsive bidder.</p> <p><b>Account Representation:</b> Due to the unique needs of each County department, the Agency(s) will work with departmental representatives to create a work plan for meeting individual staffing needs in each area. To ensure quality of service, the Agency(s) will assign an individual account representative to provide the County’s staffing needs, unless agreed otherwise by the parties.</p>
<p>2. County Performed Work</p>	<p>The County’s Purchasing and Human Resources departments will be the main point of contact with the vendor for contract negotiations, performance reviews, contract pricing, and discussions involving temporary staffing issues. Individual county departments will contact the vendor regarding fulfillment of staffing needs.</p>
<p>3. Deliverables &amp; Schedule</p>	<p>As outlined in Section IB.1 “Required Services”</p>
<p>4. Place of Performance</p>	<p>Contract performance may take place in the County’s facility, the Proposer’s facility, a third-party location or any combination thereof.</p>
<p>5. Period of Performance</p>	<p>A contract awarded as a result of this RFP will be for two (2) years and is intended to begin between May 1 -15, 2023 and end May 2025.</p> <p>Compensation rates for additional option year(s) shall be reviewed prior to extension of the contract. The County also reserves the right to terminate the contract, with thirty (30) days written notice, at any time if the requirements to the contract are not being met satisfactorily, solely in the County’s judgment.</p> <p>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.</p> <p>Clark County reserves the right to extend the contract resulting from this RFP for a period of four (4) additional years, in two (2) year increments, with the same terms and conditions, by service of a written notice of its intention to do so prior to the contract termination date.</p>
<p>6. Prevailing Wage (When Applicable)</p>	<p>Contractors shall meet the requirements for Prevailing Wage and public works requirements, per RCW 39.04.350. Proposer 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.</p> <p>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.</p>



**Request for Proposal #852**  
**Temporary Personnel Services**

	<p>For this project select the Clark County rates that apply on the proposal closing date from either of these sites:</p> <p><a href="http://www.wsdot.wa.gov/Design/ProjectDev/WageRates/default.htm">http://www.wsdot.wa.gov/Design/ProjectDev/WageRates/default.htm</a></p> <p><a href="http://www.ini.wa.gov/TradesLicensing/PrevWage/WageRates">http://www.ini.wa.gov/TradesLicensing/PrevWage/WageRates</a></p> <p>Before payment is made by the Local Agency of any sums due under this contract, the Local Agency must receive from the Contractor and each Subcontractor a copy of "Statement of Intent to Pay Prevailing Wages" (Form L &amp; I Number 700-29) approved by the Washington State Department of Labor and Industries.</p> <p>A fee of \$45.00 per each "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" is required to accompany each form submitted to this Department of Labor and Industries. The Contractor is responsible for payment of these fees and shall make all applications directly to the Department of Labor and Industries. These fees shall be incidental to all the proposed items of this contract.</p>
<p>7. Debarred/Suspended</p>	<p>Federally or Washington State debarred or suspended suppliers may not participate in this Request for Proposal.</p> <p>All proposer's must fill out, sign and submit the "Certification Regarding Debarment, Suspension, and Other Responsibility Matters" form with their proposal to be eligible to participate.</p>
<p>8. Americans with Disabilities Act (ADA) Information</p>	<p>Clark County in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. This material can be made available in an alternate format by emailing <a href="mailto:ADA@clark.wa.gov">ADA@clark.wa.gov</a> or by calling 564-397-2322.</p>
<p>9. Public Disclosure</p>	<p>This procurement is subject to the Washington Public Records Act (the "Act"), chapter 42.56 RCW. Once in the County's possession, all of the RFP Submittals shall be considered public records and available for public records inspection and copying, unless exempt under the Act.</p> <p>If a Respondent or Proposer considers any portion of an RFP Submittal to be protected under the law, whether in electronic or hard copy form, the Respondent or Proposer shall clearly identify each such portion with the word "PROPRIETARY". The County will notify the Respondent or Proposer in writing of the request and allow the Respondent or Proposer ten (10) days to obtain a court order enjoining release of the record(s). If the Respondent or Proposer does not take such action within the ten (10) day period, the County will release the portions of the RFP Submittal deemed subject to disclosure. All Respondents and Proposers who provide RFP Submittals for this procurement accept the procedures described above and agree that the County shall not be responsible or liable in any way for any losses that the party may incur from the disclosure of records to a third party who requests them.</p>
<p>10. Insurance/Bond</p>	<p>A. <u>Waiver of Subrogation</u></p> <p>All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against County, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of subrogation prior to a loss. Contractor hereby waives its own right of subrogation against County and shall require similar written express waivers and insurance clauses from each of its subcontractors.</p>

# Request for Proposal #852

## Temporary Personnel Services

### B. 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 to the County. It is the Proposer's responsibility to provide evidence of continuing coverage during the overlap periods of the policy and the contract.

### C. Worker's Compensation

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

### D. Automobile

If the Proposer or its employees use motor vehicles in conducting activities under this Contract, liability insurance covering bodily injury and property damage shall be provided by the Proposer through a commercial automobile insurance policy. The policy shall cover all owned and non-owned vehicles. Such insurance shall have minimum limits of \$1,000,000 per occurrence, combined single limit for bodily injury liability and property damage liability with a \$1,000,000 annual aggregate limit. If the Proposer does not use motor vehicles in conducting activities under this Contract, then written confirmation to that effect on Proposer letterhead shall be submitted by the Proposer.

E. 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 must renew annually. This coverage may be any combination of primary, umbrella or excess liability coverage affording total liability limits of not less than \$1,000,000 per occurrence and in the aggregate. However, if other policies are added they must be a follow-form policy in language, renewal date, and have no more exclusions than the underlying coverage. Products and Completed Operations coverage shall be provided for a period of three years following Substantial Completion of the Work. The deductible will not be more than \$50,000 unless prior arrangements are made with Clark County on a case-by-case basis; the criterion is the Contractor's liquidity and ability to pay from its own resources regardless of coverage status due to cancellation, reservation of rights, or other no-coverage-enforce reason. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. Clark County needs to be listed as additional insured.

### F. 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.

### G. 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.

### H. Additional Insured

Clark County, its officers, employees and agents, will be named on all policies of contractor and any subcontractors as an additional insured, with no restrictions or limitations concerning products and completed operations. This coverage shall be primary coverage and noncontributory to any coverage maintained by Clark County. The contractor shall provide Clark County with verification of insurance and endorsements required by this agreement. Clark County reserves the right to require complete, certified copies of all required insurance policies

## Request for Proposal #852 Temporary Personnel Services

	<p>at any time. All insurance shall be obtained from an insurance company authorized to do business in the State of Washington.</p> <p>All policies must have a Best's Rating of A-VII or better.</p>
11. Plan Holders List	<p>All proposers are required to be listed on the plan holders list.</p> <p>✓ Prior to submission of proposal, please confirm your organization is on the Plan Holders List below:</p> <p>To view the Plan Holders List, please click on the link below or copy and paste into your browser. Clark County RFP site: <a href="https://clark.wa.gov/internal-services/purchasing-overview">https://clark.wa.gov/internal-services/purchasing-overview</a></p> <ul style="list-style-type: none"><li>• If your organization is NOT listed, submit Attachment B - Letter of Interest to ensure your inclusion.</li><li>• Proposals received by Clark County by proposers not included on the Plan Holders List may be considered non-responsive.</li></ul>

**Request for Proposal #852**  
**Temporary Personnel Services**

**Part II Proposal Preparation and Submittal**

<b>Section IIA</b>	<b>Pre-Submittal Meeting / Clarification</b>
1. Pre-Submittal Meeting	There are no plans to hold a pre-submittal meeting.
2. Proposal Clarification	<p>Questions and Requests for Clarification regarding this Request for Proposal must be directed in writing, via email, to the person listed on the cover page.</p> <p>The deadline for submitting such questions/clarifications is March 20, 2023 by Noon.</p> <p>An addendum will be issued no later than March 21, 2023 to all recorded holders of the RFP if a substantive clarification is in order.</p> <p>The Questions &amp; Answers/Clarifications are available for review at the link below. Each proposer is strongly encouraged to review this document prior to submitting their proposal.</p> <p>Clark County RFP site: <a href="https://clark.wa.gov/internal-services/request-proposal-1">https://clark.wa.gov/internal-services/request-proposal-1</a></p>
<b>Section IIB</b>	<b>Proposal Submission</b>
1. Proposals Due	<p>Sealed proposals must be received no later than the date, time and location specified on the cover of this document.</p> <p><b>The outside of the envelope/package shall clearly identify:</b></p> <ol style="list-style-type: none"> <li><b>1. RFP Number and;</b></li> <li><b>2. TITLE and;</b></li> <li><b>3. Name and Address of the Proposer.</b></li> </ol> <p>Responses received after submittal time will not be considered and will be returned to the Proposer - unopened.</p> <p>Proposals received with insufficient copies (as noted on the cover of this document) cannot be properly disseminated to the Review Committee and other reviewers for necessary action, therefore, may not be accepted.</p>
2. Proposal	<p>Proposals must be clear, succinct and not exceed twenty-five (25) pages, excluding resumes, E-Verify, coversheet and debarment form. Proposer's who submit more than the pages indicated may not have the additional pages of the proposal read or considered.</p> <p>For purposes of review and in the interest of the County, the County encourages the use of submittal materials (i.e. paper, dividers, binders, brochures, etc.) that contain post-consumer recycled content and are <u>readily recyclable</u>.</p> <p>The County discourages the use of materials that cannot be readily recycled such as PVC (vinyl) binders, spiral bindings, and plastic or glossy covers or dividers. Alternative bindings such as reusable/recyclable binding posts, reusable binder clips or binder rings, and recyclable cardboard/paperboard binders are examples of preferable submittal materials.</p>

**Request for Proposal #852**  
**Temporary Personnel Services**

	<p>Proposers are encouraged to print/copy on both sides of a single sheet of paper wherever applicable; if sheets are printed on both sides, it is considered to be two pages. Color is acceptable, but content should not be lost by black-and-white printing or copying.</p> <p>All submittals will be evaluated on the completeness and quality of the content. Only those Proposers providing complete information as required will be considered for evaluation. The ability to follow these instructions demonstrates attention to detail.</p> <p>Additional support documents, such as sales brochures, should be included with each copy unless otherwise specified.</p>
<b>Section IIC</b>	<b>Proposal Content</b>
1. Cover Sheet	This form is to be used as your proposal Cover Sheet. See Cover Sheet - Attachment A
2. Project Team	<ol style="list-style-type: none"> <li>1. Provide a company overview including locations.</li> <li>2. Provide an overview of staffing services available</li> <li>3. Identify the number employees who would be assigned to our account</li> <li>4. Identify how your organization would structure your support for our organization</li> <li>5. Identify how many other customers this person/team will be managing</li> </ol>
3. Management Approach	<ol style="list-style-type: none"> <li>1. How would the Vendor meet the needs of the County as outlined in Section 1(b), Required Services?</li> <li>2. How would the Vendor handle the variety of departments' needs?</li> <li>3. How would Vendor establish and maintain a relationship with customers?</li> <li>4. How Vendor establish and maintain la high level of customer satisfaction?</li> </ol>
4. Respondent's Capabilities	<ol style="list-style-type: none"> <li>1. Provide examples of:             <ol style="list-style-type: none"> <li>a. Billing process</li> <li>b. Monthly reports</li> <li>c. Testing options and resources</li> <li>d. Company policies and practices with regard to recruitment and retention of a diverse workforce</li> </ol> </li> <li>2. Provide three (3) references (name, phone and email) of customers</li> </ol>

## Request for Proposal #852 Temporary Personnel Services

5. Project Approach and Understanding	Identify characteristics of your staffing methods and processes that offer superior benefits over your competition.
6. Proposed Cost	<ol style="list-style-type: none"><li>1. Identify the following percentage mark-ups (e.g., \$15 per hour, plus a mark-up of 25%=\$18.75 per hour) for the disciplines of clerical, light industrial, technical and professional staffing needs, to include full responsibility of the Agency for payment on employee wages, employer provided benefits, withholding taxes, FICA, FUTA, SUTA and workers compensation:<ol style="list-style-type: none"><li>a. Payrolled with benefits</li><li>b. Payrolled without benefits</li><li>c. Full-services staffing</li></ol></li><li>2. Identify any volume-based cost savings available to Clark County.</li><li>3. Identify other costs passed on by the Agency, if any.</li></ol>
7. Employment Verification	<p><b>Please refer to section 1A.6. – E-Verify</b></p> <p><b>IMPORTANT NOTE:</b> Include this portion of the response immediately <b>AFTER</b> the cover page, if not already on file with Clark County. Current vendors on file can be viewed at: <a href="https://clark.wa.gov/internal-services/purchasing-overview">https://clark.wa.gov/internal-services/purchasing-overview</a></p>

**Request for Proposal #852  
Temporary Personnel Services**

**Part III Proposal Evaluation & Contract Award**

<b>Section IIIA</b>	<b>Proposal Review and Selection</b>										
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	<p>Each proposal received in response to the RFP will be objectively evaluated and rated according to a specified point system.</p> <p><b>A one hundred (100) point system will be used, weighted against the following criteria:</b></p> <table border="1" data-bbox="402 684 1421 1031"> <tr> <td data-bbox="402 684 1344 751">Quality and Completeness of Proposal</td> <td data-bbox="1349 684 1421 751">20</td> </tr> <tr> <td data-bbox="402 758 1344 842">Professional Competency to meet County temporary staffing needs as outlined in "Required Services"</td> <td data-bbox="1349 758 1421 842">30</td> </tr> <tr> <td data-bbox="402 848 1344 905">Cost Proposal is complete, clear and priced competitively for value services</td> <td data-bbox="1349 848 1421 905">30</td> </tr> <tr> <td data-bbox="402 911 1344 968">Demonstrated ability to recruit and retain a diverse workforce</td> <td data-bbox="1349 911 1421 968">20</td> </tr> <tr> <td data-bbox="402 974 1344 1031" style="text-align: right;">Total Points</td> <td data-bbox="1349 974 1421 1031">100</td> </tr> </table>	Quality and Completeness of Proposal	20	Professional Competency to meet County temporary staffing needs as outlined in "Required Services"	30	Cost Proposal is complete, clear and priced competitively for value services	30	Demonstrated ability to recruit and retain a diverse workforce	20	Total Points	100
Quality and Completeness of Proposal	20										
Professional Competency to meet County temporary staffing needs as outlined in "Required Services"	30										
Cost Proposal is complete, clear and priced competitively for value services	30										
Demonstrated ability to recruit and retain a diverse workforce	20										
Total Points	100										
<b>Section IIIB</b>	<b>Contract Award</b>										
1. Consultant Selection	<p>The County will determine the most qualified proposer(s) based on the evaluation criteria listed using predetermined weights, the attributes of the Proposers and the overall responsiveness of the Proposal. If the County does not reach a favorable agreement with the top Proposer(s), the County shall terminate negotiations and begin negotiations with the next qualified Proposer(s). If the County is unable to reach agreeable terms with either Proposer, they may opt to void the RFP and determine next steps.</p> <p>Clark County reserves the right to accept or reject any or all proposals received, to negotiate with any or all prospective contractors on modifications to proposals, to waive formalities, to postpone award, or to cancel in part or in its entirety this RFP. Clark County reserves the right to award the contract based on the best interests of the County.</p>										
2. Contract Development	The proposal and all responses provided by the successful Proposer may become a part of the final contract.										
3. Award Review	The public may view Request for Proposal documents by submitting a public records request at <a href="http://www.clark.wa.gov">www.clark.wa.gov</a> .										
4. Orientation/Kick-off Meeting	Clark County does not intend on holding a kick-off meeting.										

**Request for Proposal #852  
Temporary Personnel Services**

**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 do so, shall render the proposer non-responsive and therefore be rejected.***

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title



**Request for Proposal #852  
Temporary Personnel Services**

**Attachment B: LETTER OF INTEREST**

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

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

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

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

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

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

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

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

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

Clark County web link: <https://clark.wa.gov/internal-services/request-proposal-1>

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

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

**Request for Proposal #852  
Temporary Personnel Services**

**Attachment C**



Clark County, Washington

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

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

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

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

\_\_\_\_\_  
Company Name

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

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

\_\_\_\_\_  
Date

---

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