

### **REQUEST for PROPOSAL #863** PROFESSIONAL, TECHNICAL AND EXPERT SERVICES

### **Clark County Washington**

### RELEASE DATE: WEDNESDAY, JULY 19, 2023 DUE DATE: WEDNESDAY, AUGUST 16, 2023 by 1:30 pm

Request for Proposal for:

# **OPERATIONS CONCESSION for ENGLISH PIT SHOOTING RANGE**

<u>SUBMIT</u>: One (1) Original Three (3) Complete Copies

of the Proposal to:

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

Rocky Houston Public Works | Parks & Lands Division Manager <u>Rocky.Houston@clark.wa.gov</u> 564-397-1676 **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 available is 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 been established on Green Purchasing criteria have the 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 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 <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.

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

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Part I

Proposal Requirements

Section IA	General Information
1. Introduction	For the purpose of this document, the term "Operator" shall mean the qualified entity selected by Clark County to lease and operate the English Pit Shooting Range. The term "County" shall mean Clark County, Washington acting by and through its County Council. The term "Range" shall refer to the English Pit Shooting Range, identified and outlined as parcel #176372000 in Exhibit A.
	It is the intent of Clark County to identify and contract with a qualified firearm range operator to operate the English Pit Shooting Range ("the Range"). The purpose of the Range is to provide the public with a functional, safe and enjoyable opportunity to participate in shooting sports with an emphasis on firearm safety, hunter education, hunter sight-ins, new shooter recruitment, and firearm training. Additionally, reasonable accommodations will be provided to local law enforcement for supervised firearm training and certification. The operator shall have management responsibilities of the Range and will be responsible for the staffing, programming, scheduling, marketing, operations, maintenance, repairs and capital investment into the facility.
	While Clark County is not necessarily interested in commercial models that maximize revenue- generation or include user-restrictive aspects of private gun clubs, the purpose of the RFP is to advertise for the operator who exhibits the best combination of the following factors: functional, safe and enjoyable operation, capital investment, accommodation of local law enforcement and the Hunter's Education program, and a creative, sustainable Business Plan.
	Proposers are highly encouraged to review and/or purchase the NRA Range Source Book, available through the National Rifle Association (800) 336-7402, or by visiting their website <a href="https://materials.nrahq.org/Accessories/NRARangeSourceBookCurrentEdition/">https://materials.nrahq.org/Accessories/NRARangeSourceBookCurrentEdition/</a> .
	If your company contact details <u>are not</u> on the Plan Holder List at <u>https://clark.wa.gov/internal-services/request-proposal-1</u> Attachment B, Letter of Interest must be submitted to participate in this RFP.
	Proposers shall respond to all sections to be considered.
	Clark County has made this Request for Proposal subject to Washington State statute RCW 39.34. Therefore, the proposer may, at the proposers' option, extend identical prices and services to other public agencies wishing to participate in this RFP. Each public agency wishing to utilize this proposal will issue a purchase order (or contract) binding only their agency. Each contract is between the proposer and the individual agency with no liability to Clark County.
2. Background	Prior to 1981 the Range had been open to the public as a public shooting area. However, the Range was a non-staffed site and was vulnerable to vandalism and misuse. In 1983 Clark County entered into a lease agreement with the Vancouver Wildlife League (VWL), a local, non-profit association, to assume maintenance and operation of the Range. Under this new operating agreement, the VWL managed the Range with the use of a Range Master and part-time Range Officers.
	The Range was closed for public use in May 2005 when the VWL terminated their operations. At the time of termination, the VWL operated the range as a public service, requiring a nominally priced annual membership fee. They operated from 10:00 am-6:00 pm Wednesday through Sunday for most of the year, and seven days a week during the busiest months of the year, just prior to the fall hunting season. The Range would be closed during certain weeks of the year for general maintenance and repair.

	<ul> <li>In 2006, Clark County issued Request for Proposal #453, titled Operations Concession for the English Pit Shooting Range. Clark County Gun Club was selected as the successful proposer and began operation of the Range on September 25, 2007. The Agreement with Clark County Gun Club expired on September 25, 2012, but was extended for an additional one-year term.</li> <li>In 2013, Clark County issued Request for Proposal #652, titled Operations Concession for the English Pit Shooting Range. Clark County Gun Club was selected as the successful proposal and a new ten-year contract was executed on September 17, 2013.</li> <li>From 2013 to current, Clark County Gun Club has operated the shooting range throughout the year with various hours and events. The range is a public range under a day-use membership model. No long-term memberships are required to use the facility. All are welcome at the range. Clark County Gun Club strives to be a part of the community and provides a wide range of services to include, hosting Hunter Education Training and law enforcement and military qualifications programs. Corporate events, private range use or private training sessions are also available.</li> <li>For more information regarding range hours and range fees, please visit: <a href="http://www.englishpit.com/">http://www.englishpit.com/</a></li> </ul>
3. Scope of Project	The Range is a Clark County-owned, outdoor, shooting area which has served pistol, rifle, and black powder firearms.         The Range is a public range and will be accessible for public shooting opportunities, hunter education programs, and, when reasonably and safely accommodated, local law enforcement training. Competitions/Tournaments have not typically occurred at the Range but could be offered with prior approval from Clark County.         The Range is located at 820 NE 192 <sup>nd</sup> Avenue, Vancouver Washington 98684. It is six (6) acres in size, and capable of accommodating approximately 50 cars.         The Range requires various degrees of maintenance, improvement, and repair. A preferred proposal should include an achievable improvement plan, consisting of detailed improvement details, timelines, cost estimates, and identify the public benefit(s) of each improvement.         There are currently four shooting stations:         Bore       # of Stations         Yardage         Small       6         50/25         The site also has a small range officer station which oversees the four shooting stations, an enclosed waiting area, and multiple storage areas.         The site does not currently have a permanent restroom facility and is currently being served with portable toilets. The site is served by public water, electrical, and phone.
4. Project Funding	Clark County will not fund the operation of this lease. Clark County has minimal operating funds available for this facility. It shall be the responsibility of the operator to pay all taxes, fees, service charges, operational and maintenance costs associated with this lease.

	Title VI Statements	
	Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and it will affirmatively ensure that any contract disadvantaged business enterprises will be af	ns of Title VI of the Civil Rights Act of 1964 (78 d the Regulations, hereby notifies all bidders that t entered into pursuant to this advertisement, forded full and fair opportunity to submit bids in minated against on the grounds of race, color, or
	Civiles de 1964 (78 Stat. 252, 42 U.S.C. §§ 20 notifica a todos los postores que se asegur celebrado de conformidad con este anuncio, la	posiciones del Título VI de la Ley de Derechos 00d a 2000d-4) y el Reglamento, por la presente ará afirmativamente de que cualquier contrato la empresas comerciales desfavorecidas tendrán ertas en respuesta a esta invitación y no serán gen nacional en consideración a un laudo.
	origen nacional o sexo según lo dispuesto en enmendada, sea excluida por participar en, s por cualquier programa o actividad patrocinad con el programa de Title VI de Obras Públic interpretación o traducción para personas qu estén disponibles en un formato alternativo, o Obras Públicas del condado de Clark por corr por teléfono a 564-397-4944. Las personas co a Washington Relay Center al 711. For questions regarding Clark County Public translation services for non-English speakers alternate format, contact Clark County Public	que ninguna persona por motivos de raza, color, el Title VI of the Civil Rights Act de 1964, según er negado los beneficios de, o ser discriminado da por el condado. Para preguntas relacionadas cas del condado de Clark, o para servicios de le no hablan inglés. O para que los materiales comuníquese con el coordinador del Title VI de reo electrónico a <u>CCPW-TitleVI@clark.wa.gov</u> o on problemas de audición / habla pueden Ilamar Works' Title VI Program, or for interpretation or a, or otherwise making materials available in an Works' Title VI Coordinator via email at <u>CCPW-</u> 1944. Hearing/speech impaired may call the
5. Timeline for Selection	The following dates are the <b>intended</b> timeline:	
	Site Visit (optional)	July 31, 2023
	Deadline for Questions and Answers	August 7, 2023
	Final date for Addendum, if needed	August 9, 2023
	Proposals Dues	August 16, 2023
	Proposal Review/Evaluation Period	August 17 - 25, 2023
	Selection Committee Recommendation	August 28, 2023
	Contract Negotiation/Execution	August 28 - September 1, 2023
	Contract Intended to Begin	On or before October 17, 2023

To be considered <u>responsive</u> 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: www.dhs.gov/E-Verify <b>How to submit the MOU in advance of the submittal date</b> : 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 <i>Note : Sole Proprietors shall submit a letter stating exempt</i> .
Work Requirements
<ul> <li>Maintenance</li> <li>The Range shall be maintained at an acceptable standard determined by the County and specifically stated in an Agreement. Attention shall be provided to all areas of the Range to provide a safe and visually appealing appearance. A few examples include:         <ul> <li>Garbage and debris shall not accumulate</li> <li>Portable restrooms shall be serviced on a regular schedule</li> <li>Facilities shall be painted to maintain a clean appearance</li> <li>Roofs/gutters shall be cleaned to not degrade the structure and function appropriately</li> <li>Brass/casings shall be regularly swept/raked</li> <li>Target structures, berms and backstops shall be maintained and function at all times, to include lead reclamation and clean up per Environmental Protection Act Best Management Practices - https://www.epa.gov/sites/default/files/documents/epa_bmp.pdf</li> <li>Grounds shall be legible and neat in appearance</li> <li>Signage shall be legible and neat in appearance</li> <li>County shall provide as-needed maintenance to the following areas:                 <ul> <li>Water system</li></ul></li></ul></li></ul>
Please note: All work performed at the Range is subject to prevailing wage.

Neither the County nor the Operator may perform repairs on any items or in any areas they are not responsible for, as identified within the Agreement, without written permission from the responsible party.
Safety
Operator shall be responsible for preparing and updating a Facility Safety Plan. The Facility Safety Plan shall include at a minimum the following elements:
<ul> <li>Gun Handling Rules, which shall be displayed throughout the Range.</li> </ul>
<ul> <li>General Range Rules, which shall be read and signed by each attendee of the Range.</li> </ul>
<ul> <li>Specific Range Rules, which shall be displayed and/or read and signed by each attendee of the Range. These are rules specific to the Range, to the individual shooting stations, or any other programming occurring at the Range.</li> </ul>
<ul> <li>Administrative Rules and Regulations, which shall be read and signed by the Operator and its staff/volunteers/program staff.</li> </ul>
<ul> <li>General Range Commands, which shall be understood and used by the Operator and its staff/volunteers/program staff.</li> </ul>
• The Operator will provide adequate supervision and security to ensure public safety at all times of operation. Safety first!
• The Operator shall make sure all paths and access point to, from, and within the Range are accessible and free of liabilities.
• The Operator shall provide first aid training to all personnel with direct oversight of public shooting and will ensure that first aid kits are adequately kept and maintained on-site.
• The Operator shall occasionally inspect the fence and gates in the entire parcel of land and notify the County if any repairs are necessary.
• The Operator is responsible for security of the property. The Operator shall recognize the legal jurisdiction of the County and its law enforcement to enforce law and order and to uphold the regulations in effect within the facility. The Operator has the sole responsibility for the establishment of internal and external security measures adequate to protect the Operator's property and all of the facilities imposed on the Operator during the entire effective term of this agreement.
Operations
<ul> <li>Operator shall be responsible for preparing and updating a Facility Operations Guide. The Facility Operations Guide should provide for the ability of all qualified staff of the Operator and volunteers to operate the facility and clearly detail its day-to-day operation.</li> </ul>
• The Operator may not operate the Range for public use before 9:00 am or after 6:00 pm or dusk, whichever comes first. Exceptions for an infrequent activity, event, or training opportunity may be made through a Park and Facility Use Permit process if deemed appropriate by the County.
• The Operator may operate under an adjusted schedule for public use. For example, the days and hours of operation may adjust by season and periods of high use. However, the Operator is expected to post and advertise a schedule of operation and work diligently to operate consistently.
• The Operator shall be permitted to sell/rent various items as they relate to the operation of the Range. Various items shall include but is not limited to, eye/ear protection, targets, clothing, ammunition, tools, parts, and food and beverages. The Operator may rent firearms but may not sell firearms at the Range.
• The Operator agrees to annually budget funds sufficient for the continuous development, maintenance and operation of the Range and subject property.
• The Operator shall make all efforts to improve and/or maintain relations with neighbors of the Range.

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	• Sufficient personnel must be employed to provide adequate levels of public safety and service and to provide maintenance. The Operator will be required to operate the range at a high level of service, prioritizing safety and customer service.
	• Operator shall post County-approved copies of Rules and Regulations throughout the Range and within each shooting station. They must remain visible, legible and be enforced equally among the Range users.
	• Operator must identify in an Operations Plan how they will accommodate and manage the following individuals:
	<ul> <li>Citizens with ADA requirements, including individuals with mobility limitations and hearing/sight impaired.</li> </ul>
	<ul> <li>Minimal to non-English speaking individuals</li> </ul>
	Youth
	<ul> <li>Non-shooters</li> </ul>
	• The Operator is expected to work with local law enforcement groups and the Washington Department of Fish and Wildlife (WDFW), to provide an adequate opportunity for training and certification. Terms of use are negotiable but shall be expected to be fair and reasonable to all parties and approved by the County.
	• Smoking and alcoholic beverages shall not be offered nor allowed on the property and are strictly prohibited.
	• Operator may sell and/or distribute items, or post flyers or material at the Range only if the items or material is consistent with the operation or programming of the Range. Any items or material deemed inappropriate by the County shall be immediately removed from the Range.
	The Operator shall observe and comply with all federal, state, county and civil laws, orders, bylaws and regulations as well as safety policies specified by the County.
	Law Enforcement/Hunter Education
	The Operator shall reasonably accommodate the needs of local law enforcement (Clark County Sheriff's Office and Vancouver Police Department) and hunter education programs administered through the Washington Department of Fish and Wildlife (WDFW). Specifically, the Operator shall:
	<ul> <li>Provide an opportunity for law enforcement to schedule exclusive and non-exclusive days to complete certifications and training opportunities.</li> </ul>
	<ul> <li>Provide an opportunity for WDFW to schedule exclusive and non- exclusive days to host hunter education classes.</li> </ul>
	<ul> <li>The Operator shall be expected to reasonably accommodate these uses at minimal cost to the respective agencies. However, it is fair and reasonable to expect the accommodated agencies to use their own supplies, replace any used supplies, clean the site following their use.</li> </ul>
	The Operator shall be expected to identify how they will accommodate the respective agencies and identify any period(s) of time when accommodating the respective agencies will not be desirable and why.
2. County Performed Work	Clark County will manage the lease agreement and monitor the terms and conditions. Clark County will be responsible for the water supply to the site from an off-site well/pump. All internal faucets/hydrants will be the responsibility of the operator.

3. Deliverables &	Business Plan
3. Deliverables & Schedule	<ul> <li>Operator shall be responsible for preparing a Facility Business Plan. The Facility Business Plan describes your organization, its mission and how your business plan provides for the successful operation of the Range. The Facility Business Plan shall also include your projected budget, including revenue and expenditure forecast for the first five years of operation. The Facility Business Plan shall also list any fees or membership options which will be charged for operation of the Range.</li> </ul>
	Improvements to Property
	<ul> <li>Operator shall be responsible for preparing and updating a Facility Improvement Plan. The Facility Improvement Plan shall at a minimum identify improvements that:</li> </ul>
	<ul> <li>Are required prior to opening for public use.</li> </ul>
	<ul> <li>Will be implemented within the first 6 months of operation.</li> </ul>
	<ul> <li>Will be implemented within the first 12 months of operation.</li> </ul>
	<ul> <li>Will be implemented within 1-4 years of operation.</li> </ul>
	<ul> <li>Justifies and explains the cost vs. benefit of the improvement.</li> </ul>
	<ul> <li>Unless otherwise noted, the Operator shall be responsible for all aspects of the improvement of the property prior to and while operating the facility. It shall be the responsibility of the Operator to obtain all financing, local and state permits and licenses, obtaining any other professional services, and/or partnering with volunteers or other organizations to successfully complete the improvements, which must be pre-approved by the County.</li> </ul>
	<ul> <li>Unless otherwise noted, all facilities and improvements to the property shall be at the expense of the Operator, and the Operator shall provide at its expense, personnel required for the maintenance and operation of the property. All construction shall conform to the applicable federal, state and county health and building laws, codes and bylaws, and the Operator shall receive written approval from the County for all construction prior to the commencement of construction. Please note: all work performed at the Range is subject to prevailing wage.</li> </ul>
	<ul> <li>Upon termination of the lease, all facilities and improvements, with the exception of personal property, shall be and become the property of Clark County.</li> </ul>
	Clark County, at its discretion, may partner with the Operator on grant opportunities which require landowner approval or a governmental sponsor.
	Reporting
	<ul> <li>The Operator shall arrange and organize to meet with the County at least one time per year. The meeting shall provide an opportunity to discuss the following items:</li> </ul>
	<ul> <li>Current and previous year operations, including budgets, Profit/Loss Report, membership database, and overall usage.</li> </ul>
	<ul> <li>Capital repair requests/updates/scheduling</li> </ul>
	Maintenance
	<ul> <li>Programming/Marketing</li> </ul>
	<ul> <li>Public relations</li> </ul>
4. Place of Performance	Contract performance may take place in the County's facility, the Proposer's facility, a third- party location or any combination thereof.

5. Period of Performance	A contract awarded as a result of this RFP will be for sixty (60) months and is intended to begin on October 17, 2023 and end October 16, 2028.
	Clark County reserves the right to extend this contract for five (5) additional one (1) year periods if market conditions support such an extension.
6. Prevailing Wage Applicable to all public work as defined in RCW 39.04.010(4)	Pursuant to Washington State RCW 39.12 PREVAILING WAGES ON PUBLIC WORKS all work identified in this project as a public work requires the contractor to pay Washington State prevailing wages and file all affidavits of intent to pay with the WA State Dept of Labor & Industries.
Public Works Definition	Contractors shall meet the requirements for Prevailing Wage and public works requirements, per RCW 39.04.350 BIDDER RESPONSIBILITY CRITERIA – SWORN STATMENT – SUPPLEMENTAL CRITERIA.
	For this project select the Clark County rates that apply on the proposal closing date from either of these sites:
	http://www.wsdot.wa.gov/Design/ProjectDev/WageRates/default.htm http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates
	Before payment is made by the Local Agency of any sums due under this contract, the Local Agency must receive from the Contractor and each Subcontractor a copy of "Statement of Intent to Pay Prevailing Wages" (Form L & I Number 700-29) approved by the Washington State Department of Labor and Industries.
	A fee of \$45.00 per each "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" is required to accompany each form submitted to this Department of Labor and Industries. The Contractor is responsible for payment of these fees and shall make all applications directly to the Department of Labor and Industries. These fees shall be incidental to all the proposed items of this contract.
7. Debarred/Suspended	Federally or Washington State debarred or suspended suppliers may not participate in this Request for Proposal.
	All proposer's must fill out, sign and submit the "Certification Regarding Debarment, Suspension, and Other Responsibility Matters" form with their proposal to be eligible to participate.
8. Americans with Disabilities Act (ADA) Information	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 <u>ADA@clark.wa.gov</u> or by calling 564-397-2322.
9. 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.
10. Insurance/Bond	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.
	<b>B.</b> <u>Proof of Insurance</u> 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.
	<b>C.</b> <u>Worker's Compensation</u> As required by the industrial insurance laws of the State of Washington.
	<b>D.</b> <u>Automobile</u> 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.
	<b>E.</b> <u>Commercial General Liability (CGL) Insurance</u> 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 shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. Clark County needs to be listed as additional insured.
	<b>F.</b> <u>Pollution and Asbestos Liability</u> If hazardous material is encountered during any construction, the Project Manager must be notified immediately, and if any work is done to remove it, any Proposer performing work shall

	obtain and keep in effect during the term of the contract, Pollution Liability Insurance, including Asbestos Liability covering bodily injury, property damage, environmental damage, including any related clean-up costs. Combined single limit should be a minimum of \$1,000,000.00 per occurrence.
	<b>G.</b> <u>Umbrella Liability Coverage</u> 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.
	<ul> <li>H. <u>Additional Insured</u></li> <li>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 at any time. All insurance shall be obtained from an insurance company authorized to do business in the State of Washington.</li> <li>All policies must have a Best's Rating of A-VII or better.</li> </ul>
11. Plan Holders List	All prepares are negliged to be listed on the play holders list
TT. Plan Holders List	<ul> <li>All proposers are required to be listed on the plan holders list.</li> <li>✓ Prior to submission of proposal, please confirm your organization is on the Plan Holders List below:</li> </ul>
	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>
	<ul> <li>If your organization is NOT listed, submit Attachment B - Letter of Interest to ensure your inclusion.</li> </ul>
	<ul> <li>Proposals received by Clark County by proposers not included on the Plan Holders List may be considered non-responsive.</li> </ul>

### Part II Proposal Preparation and Submittal

Section IIA	Pre-Submittal Meeting / Clarification
1. Pre-Submittal Meeting	There will be no pre-submittal meeting, however a site visit for interested parties is scheduled for Monday, July 31, 2023 from 11:00 am - 1:00 pm. Attendees shall meet in the parking lot of the site located at 820 NE 192 <sup>nd</sup> Avenue, Vancouver WA 98684.
2. Proposal Clarification	Questions and Requests for Clarification regarding this Request for Proposal must be directed in writing, via email, to the person listed on the cover page.
	The deadline for submitting such questions/clarifications is August 7, 2023 by 12:00 pm.
	An addendum will be issued no later than August 9, 2023 to all recorded holders of the RFP if a substantive clarification is in order.
	The Questions & Answers/Clarifications are available for review at the link below. Each proposer is strongly encouraged to review this document prior to submitting their proposal.
	Clark County RFP site: https://clark.wa.gov/internal-services/request-proposal-1
Section IIB	Proposal Submission
1. Proposals Due	Sealed proposals must be received no later than the date, time and location specified on the cover of this document.
	The outside of the envelope/package shall clearly identify: 1. RFP Number and;
	2. TITLE and;
	3. Name and Address of the Proposer.
	Responses received after submittal time will not be considered and will be returned to the Proposer - unopened.
	Proposals received with insufficient copies (as noted on the cover of this document) cannot be properly disseminated to the Review Committee and other reviewers for necessary action, therefore, may not be accepted.
2. Proposal	Proposals must be clear, succinct and not exceed fifty (50) 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.
	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	A single point of contact must be identified with complete contact information. The single point of contact should remain consistent and be available throughout the term of the lease.
3.	Management Approach	Proposers will provide Clark County with their management model and decision making approach related to the daily operation of the range.
4.	Respondent's Capabilities	Proposers will provide information that includes resumes, previous work history, references, etc. that will best demonstrate your capability to operate the range.
5.	Project Approach and Understanding	Proposers will provide information that defines their operational model, safety measures, and operational approach to accommodating the public and law enforcement.
6.	Proposed Cost	<ul> <li>Proposers will provide a breakdown of annual cash payment to Clark County and annual capital investment into the range.</li> <li>For example: County to receive \$x lease amount plus x% of gross receipts/sales per year. Proposer expects to invest \$x per year capital investment.</li> </ul>
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: <a href="https://clark.wa.gov/internal-services/purchasing-overview">https://clark.wa.gov/internal-services/purchasing-overview</a>

### Part III Proposal Evaluation & Contract Award

Section IIIA	Proposal Review and Selection		
1. Evaluation and Selection:	Proposals received in response to this RFP will be evaluated by a Review Committee. Committee review results and recommendations may be presented to an appropriate advisory board prior to the consent process with the Clark County Councilors.		
2. Evaluation Criteria Scoring	<ul> <li>Each proposal received in response to the RFP will be objectively evaluated and rated according to a specified point system.</li> <li>A one hundred (100) point system will be used, weighted against the following criteria:</li> </ul>		
	Qualifications/Experience	30	
	Business/Operations Plan	30	
	Capital Improvement Plan	15	
	Revenue to Clark County	10	
	References	15	
	Total Points	100	
Section IIIB 1. Consultant Selection	Contract AwardThe County will determine the most qualified proposer 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, the County shall terminate negotiations and begin negotiations with the next qualified Proposer. If the County is unable to reach agreeable terms with either Proposer, they may opt to void the RFP and determine next steps.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 		
2. Contract Development	The proposal and all responses provided by the successful Proposer may becor final contract.	ne a part of the	
3. Award Review	The public may view Request for Proposal documents by submitting a public at <u>www.clark.wa.gov</u> .	ecords request	

4.	Orientation/Kick-off Meeting	Clark County intends to complete negotiations and execute a contract on or before October 17, 2023. Following execution of the contract, an orientation meeting will be scheduled prior to taking possession of the Range and beginning operation.
		The Business Plan, Facility Improvement Plan, Facility Safety Plan and Facility Operations Guide as listed in Section IB Work Requirements, must be submitted and approved by Clark County <i>prior</i> to taking possession of the Range and beginning operation.

#### Attachment A: COVER SHEET

General Information:							
Legal Name of Proposing Firm _			<u>.</u>				
Street Address	City		State	Zip			
Contact Person		Title					
Phone	Fax _						
Program Location (if different tha	Program Location (if different than above)						
Email Address							
Tax Identification Number							
ADDENDUM:							
Proposer shall acknowledg	Proposer shall acknowledge receipt of Addenda by checking the appropriate box(es).						
None 1	2 3 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

#### Attachment B: LETTER OF INTEREST

Legal Name of Applicant Agency			
Street Address			
City	State	e	_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/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.

#### 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.

**EXHIBIT A** 





Information shown on this map was collected from several sources. Neither Clark County or the agency providing this document accept responsibility for any inaccuracies that may be present.