



Thurston County, Washington

Public Health and Social Services Department
Environmental Health Program
3000 Pacific Ave SE, Suite 225
Olympia, Washington 98501

REQUEST FOR PROPOSAL (RFP)

THURSTON COUNTY LAKE MANAGEMENT DISTRICTS

Submerged Aquatic Vegetation Control

Solicitation Documents

RFP Issuance Date: December 12, 2023

All solicitation documents, including any addenda, are published on the Thurston County website at <https://www.thurstoncountywa.gov/RFP-RFQ-RFS-Opportunities>

Proposal Due Date

Proposals are due: 4:00 p.m. PST on February 15, 2024

Proposal Acceptance Location

Proposals will be received by:

Thurston County Public Health and Social Services
Environmental Health Division
3000 Pacific Ave SE (Suite 225)
Olympia, Washington 98501

Office Hours: 8:00 a.m. to 5:00 p.m., Monday through Friday

email : EH_LMD@co.thurston.wa.us or

stuart.whitford@co.thurston.wa.us

Phone: 360-867-2535

Thurston County reserves the right to reject any and all Proposals, cancel this solicitation, and to waive any informalities or irregularities in procedure.

**Thurston County Lake Management Districts
Submerged Aquatic Vegetation Control**

TABLE OF CONTENTS

Section	Page
SECTION 1 – INTRODUCTION/PURPOSE	3
SECTION 2 – OVERVIEW OF SERVICES REQUESTED	3
SECTION 3 – ACQUISITION TIMELINE AND GENERAL REQUIREMENTS	4-6
SECTION 4 – PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS.....	6-9
SECTION 5 – PROPOSAL EVALUATION	9-11
SECTION 6 - CONTRACT TERMS AND CONDITIONS	11-12

List of Attachments

Attachment 1	Rate Schedule
Attachment 2	Statement of Work (SOW) dated 11/28/2023
Attachment 3	Sample Professional Services Contract
Attachment 4	Relevant Experience/Past Performance
Attachment 5	Key Personnel Resume Format
Attachment 6	Certification

SECTION 1 - INTRODUCTION AND PURPOSE

1.1 INTRODUCTION

Thurston County Department of Public Health and Social Services Department is seeking a qualified and commercially licensed aquatic pesticide applicator to treat submerged aquatic vegetation in some or all of the following County Lake Management Districts including Long, Lawrence, Pattison, and Offut lakes and follow all posting and notification requirements under the Ecology Aquatic Plant and Algae Management Permit. Anticipated aquatic herbicides to be utilized include fluridone, Galleon SC and endothall dipotassium salt. Additional herbicides may be requested, including any products approved by the Thurston County Board of Health. For more information on approved herbicides in Thurston County please review (<http://www.co.thurston.wa.us/health/ehipm/aquaticreview.html>).

1.2 PURPOSE

The goal of the project is to reduce noxious weeds and to control nuisance plants to tolerable levels on a routine and continuous basis for a term of five (5) years. It is anticipated the period of performance will begin March 2024 and end December 2028.

1.3 MINIMUM QUALIFICATIONS

Contractor shall have documented current licenses, endorsements, qualifications, insurance, and proven experience in aquatic plant management which must include familiarity with the above referenced County-allowed aquatic herbicides. References will be required for consideration of Contract award.

1.4 PROCUREMENT NOTIFICATION

This project is a formal competitive procurement and will be advertised in 'The Olympian' and is open to all qualified companies. All solicitation documents, including any addenda, are published on the Thurston County Public Health and Social Services website at <https://www.thurstoncountywa.gov/RFP-RFQ-RFS-Opportunities>.

SECTION 2 – OVERVIEW OF SERVICES REQUESTED

2.1 PROJECT DESCRIPTION

The Contractor will provide all management, materials, equipment, labor, and other items necessary for herbicide application to submerged aquatic vegetation in Long, Lawrence, Pattison, and Offut lakes and complete required notifications, shoreline posting, and reporting documentation.

2.2 BACKGROUND INFORMATION

Each of the lakes are eutrophic lake systems with frequent high biomass of nuisance weeds during the growing season. Nuisance plants which may require control include Curly Leaf Pondweed (*Potamogeton crispus*), Water Nymph (*Najas flexilis*), Sago Pondweed (*Stuckenia pectinata*), Tape Grass (*Vallisneria spiralis*), Common Waterweed (*Elodea canadensis*), Big-Leaf Pondweed (*Potamogeton amplifolius*), and other Pondweed species.

2.3 STATEMENT OF WORK

See Attachment 2 Statement of Work.

2.4 CONTRACT PERIOD AND BUDGET

The County anticipates the Contract will be for a maximum duration of approximately five (5) years. The contract value will be for a maximum of **\$1,500,000.00** for the five year period. The contract may be increased to meet the ongoing needs of the County for the services requested up through the contract period of performance.

2.5 COMPENSATION

A. Payment to Contractor will be based on the negotiated rate schedule and actual quantities/labor hours incurred as verified by work order/herbicide application record.

B. Rates may be adjusted no more than once annually and will be tied to the CPI for the Seattle- Tacoma- Bellevue area or as agreed to by the parties. Requests for Rate Adjustments must be submitted prior to December 31st of each year for the following year with sufficient justification submitted to substantiate any proposed increase.

C. The negotiated rate schedule will be incorporated into the executed Professional Services Contract.

SECTION 3 – ACQUISITION TIMELINE AND GENERAL REQUIREMENTS

3.1 PROCUREMENT SCHEDULE

Following is the procurement schedule for this RFP. The dates shown below are estimated, are provided for information only, and are subject to change at the sole discretion of the County.

Table 1: Solicitation and Anticipated Award Schedule

Date	Activity
12/12/2023	RFP Issuance
01/02/2024	Written Pre-proposal Inquiries Due
01/16/2024	Responses to Pre-proposal Inquires Published on Website
02/15/2024	Proposal Due Date
02/22/2024	Proposal Evaluation and Contractor Selection
03/13/2024	Execute Contract

3.2 PRE-PROPOSAL CONFERENCE/SITE VISIT

There will be no scheduled Pre-proposal Conference or tour of the site.

3.3 PRE-PROPOSAL INQUIRIES AND ADDENDUM

It is the responsibility of each Proposer to examine the entire RFP and, as necessary, seek clarification (pre-proposal inquiries or PPIs). This RFP may only be modified by a written addendum issued by the County. Proposer shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the RFP.

All pre-proposal inquiries (PPIs) regarding this RFP shall be directed in writing (hand delivered, mail or e-mail) to Thurston County Public Health and Social Services, to the attention of:

Stuart Whitford
Environmental Health Division
Thurston County Public Health and Social Services

3000 Pacific Ave SE (Suite 225)
Olympia, WA 98501
EH_LMD@co.thurston.wa.us

All PPIs must clearly identify the name of the inquiring company or person and the RFP number, title, and section/page number. The deadline for receipt of PPIs from Proposer is 4:00 p.m. (PST) on February 15, 2024.

3.4 EXAMINATION BY PROPOSER

Each Proposer is responsible for examining the RFP, including the sample Professional Services Contract, prior to submitting a Proposal. Failure to examine such documents and any errors made in the preparation of a Proposal are at the Proposer's own risk.

The dates contained in this RFP are for informational purposes only. The County makes no warranty as to the accuracy of the dates. Each Proposer shall make its own examination, investigation, and research regarding the proper method of doing the work under this RFP and Contract, all conditions affecting the work to be done, the necessary labor, equipment and materials, and the quantity of work to be performed. The Proposer agrees that it has satisfied itself by Proposer's own investigation and research regarding all such conditions, and that Proposer's conclusion to enter into the Contract and execution of the Contract is based upon such investigation and research, and the Proposer shall make no claim against the County because of any of the estimates, statements, or interpretations made by any officer or agent of the County which may prove to be erroneous in any respect.

3.5 MODIFICATION/WITHDRAWAL OF PROPOSALS

Written requests to modify or withdraw a Proposal received by the County prior to the scheduled time of closing (i.e., 4:00 p.m. PST on the Proposal Due Date) will be accepted and will be corrected after opening. No oral requests will be allowed. Requests to modify or withdraw a Proposal must be addressed and labeled in the same manner as the Proposal and marked as a MODIFICATION or WITHDRAWAL of the Proposal. Requests for withdrawal after the time of closing will be allowed at the County's sole discretion.

3.6 PROPOSAL FIRM OFFER

Proposal shall remain firm and unaltered after the time of closing (i.e., 4:00 p.m. PST on the Proposal Due Date) and for ninety (90) calendar days from such date. The County and the Proposer may mutually agree to extend the period during which the Proposal shall remain firm and unaltered.

3.7 PROPOSALS ARE PUBLIC RECORD

If your Proposal contains information considered to be exempt from the Public Records Act, Section 42.56 Revised Code of Washington (RCW), those items must be clearly marked as such and may be returned to you upon request once contract award has been determined.

3.8 CANCELLATION

This RFP may be cancelled at any time and all Proposals may be rejected in whole or in part if the County determined such action to be in the best interest of Thurston County.

3.9 NO OBLIGATION

This solicitation in no manner obligates Thurston County or any of its Departments to use any of the proposed services until a valid written contract is awarded and approved by the appropriate authorities.

3.10 EXPENSES INCURRED

The County will not be responsible for any costs associated with participation in this RFP to include, but

not limited to, preparation, submission, or presentation; interviews, if held; negotiation process; and contract execution. All expenses related to the Proposal are entirely the sole responsibility of the Proposer.

3.11 NONDISCRIMINATION

Thurston County hereby notifies all Proposers that it will affirmatively ensure all will be afforded full opportunity to submit a Proposal in response to this solicitation and will not be discriminated against because of race, color, creed, ethnicity, religion, national origin, age, sex, marital status, veteran or military status, sexual orientation, or the presence of any disability. Implementation of this policy shall be consistent with RCW 49.60.400.

3.12 PRIME CONTRACTOR RESPONSIBILITIES

The prime contractor is solely responsible for fulfillment of any contract with the County awarded under this RFP and for all performance whether or not subcontractors are used. The County will make contract payments to the prime contractor only.

SECTION 4 - PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

4.1 PROPOSAL DUE DATE AND TIME

A. Proposers shall submit their Proposal to Stuart Whitford using one of the following methods:

(1) email at EH_LMD@co.thurston.wa.us, (2) postal service to the address in the cover sheet, or (3) hand delivery to the address in the cover sheet.

(1) Proposals submitted via email shall clearly identify the RFP Project Title in the subject line. The email must be received in the EH_LMD electronic in-box by the due date and time specified in the RFP. Proposers are responsible for verifying receipt. The Proposal shall be in a single PDF document.

(2) Proposals which are hand carried or mailed using postal service shall be submitted in a sealed envelope clearly marked with the RFP Project Title and the statement 'Sealed Proposal', 'DO NOT OPEN'. Proposers are responsible for timely delivery of their Proposal.

B. Proposal is due no later than February 15, 2024 at 4:00 p.m. local time. Proposals received after the deadline will not be considered for award.

4.2 PROPOSAL FORMAT:

A. The use of covers or binders shall be limited, and if used, shall be recyclable, made from recycled materials, and/or easily removable to allow for copying or recycling of pages. Plastic covers or dividers shall be avoided.

B. The use of at least thirty percent (30%) recycled content paper is encouraged.

C. All pages of the Proposal shall be numbered sequentially, and any side of paper with printed text or content shall be considered a page. Pages shall be double-sided whenever practicable.

D. Unnecessary attachments or documents not specifically asked for in this solicitation should be avoided. Elaborate or expensive artwork, paper, bindings, and visual and other presentations beyond those sufficient to present a complete and effective response to this solicitation are neither necessary nor desired.

E. Format: Page Size will be 8-1/2" X 11" with at least ½ margins all around. Typeface should be Times New Roman 12. Narratives shall be single spaced. All text shall be legible and easily read. Propriety statements,

security markings, and page numbers should fall within the defined margin area.

F. Proposals shall be assembled in accordance with the format specified below. Failure on the part of the Proposer to clearly and completely provide all the content and information requested below may result in the County's rejection of the Proposal as nonresponsive. However, the County reserves the right to waive minor informalities and irregularities in the format of a Proposal at its sole discretion.

G. Proposers shall adhere to the maximum page counts for the contents indicated below.

Note that one (1) side of a piece of paper with printing of any kind shall be counted as one (1) page; one (1) piece of paper with printing on both sides shall be counted as two (2) pages. Any and all pages which exceed the maximum page count for a given section will be removed from that section and not considered. Proposal covers, table of contents, tabs, forms, and any attachments which are required contents are not limited as to the number of pages but must not be excessive and must be directly related to the specific content requested.

4.3 PROPOSAL CONTENTS

THE REQUIRED PROPOSAL CONTENTS AND ORDER OF THE CONTENTS FOR THE PROPOSAL ARE AS FOLLOWS:

Outside Covers

The front cover shall be of plain white stock with text and graphics limited to the RFP name/title; Proposal date; Proposer's name and business address, email address, telephone number, web address, and contact person's name. The back cover shall be of white cover stock and entirely blank.

Cover Letter

Include a cover letter, no longer than 2 pages, signed by an authorized official of the company including the following:

A. Company name, Tax ID Number (TIN), address, telephone number and contact person with title and email address. If the name of the principal owner or the company has changed within the last three years, provide all prior names.

B. Evidence of meeting minimum qualifications as stated under paragraph 1.3 above.

C. Statement the contractor has made its own examination, investigation, and research regarding the proper method of doing the work under the RFP and Contract, all conditions affecting the work to be done, the necessary labor, equipment and materials, and the quantity of work to be performed.

D. Statement as to whether or not the Proposer accepts, or has exceptions, revisions, or additions to the standard Professional Services Contract Terms and Conditions presented in Attachment 3 of this Solicitation. Include an explanation as to why such exception, revision, or addition is requested. It will be up to the discretion of the County whether or not to accept changes to the standard contract terms and conditions requested if no objections are included.

TAB SECTION #1 - Technical Submission:

A. Summary of Company's Qualifications and Experience:

Include the following information in this section, which shall not exceed five (5) pages.

Provide a narrative with general information about the Company including:

- A description and history of the Company including general expertise and experience, size, facility, resources (staffing and equipment), and service locations.
- A list of relevant technologies and trained staff for enabling adequate and accurate application of herbicides to designated treatment areas and the electronic recording of same.
- A list of current applicable state and federal permits, licenses, certifications, accreditations, and/or credentials for the Company and Company's employees or other entities that demonstrate competency for the work which will be performed under the Contract.
- A list of infractions or violations cited by the Washington State Departments of Ecology or Agriculture, and any other regulatory agency over the past five years for the Company, principal, and applicators. The thoroughness of the list will be verified with the department's records. Any error or omission may be used as a basis for disqualification.
- A copy of the Company's Certificate of Insurance.
- Any additional information the Proposer feels is relevant to the general qualifications of the Proposal.

B. Relevant Experience/Past Performance (References):

Include the following information in this section, which shall not exceed one (1) page per reference for a total of three (3) pages.

Information to be submitted on Attachment 4 – RELEVANT EXPERIENCE/PAST PERFORMANCE FORM.

(1) COMPANY'S EXPERIENCE: Submit three (3) recent, relevant service projects by completing Attachment 4, Page 1 for each project.

Recent is defined as projects which are on-going or have been completed within the last 5 years as of the date of issuance of this RFP and have been executed by the Proposer and its team members as a prime contractor.

Relevant is defined as projects of similar size, scope, and complexity to the services in this solicitation. Specifically, similar projects are characterized as nuisance and noxious aquatic plant control projects for private and public clients and experience in the use of aquatic herbicides on the County-Approved List (<http://www.co.thurston.wa.us/health/ehipm/aquaticreview.html>).

(2) COMPANY'S PAST PERFORMANCE: Proposer will submit a completed Past Performance Survey (PPS) on each of the three (3) service projects submitted under paragraph (1) above. Proposer shall have the project owner/reference complete Attachment 4, Page 2 of the form using the adjectival rating prescribed in Attachment 4, Page 3. Proposers should ensure correct phone numbers and email addresses are provided for the client point of contact. If the Proposer is unable to obtain a completed PPS from a client prior to the Proposal due date, submit the PPS with the Proposal indicating attempts to obtain the information. Note: Thurston County reserves the right to contact other references.

C. Key Personnel:

Submit resumes of all personnel to be assigned to the team in support of this Contract and individual projects. Resumes shall be limited to 2 pages per resume and include at a minimum:

- Job titles
- Years of Experience
- Years with the Company
- Education
- Professional Certifications (attach certificates not included in page count) including WSDA Pesticide License number

- Role/Responsibility on this project
- Experience on previous similar projects

Resumes may be submitted on Attachment 5 – Key Personnel Resume Format or similar format.

D. Proposed Work Plan:

Include the following in this section which shall not exceed ten (10) pages:

- (1) Describe approach to the work for targeted species, including product, application, and method for calculating estimated application rates and herbicide quantities.
- (2) Describe detailed method for distributing and posting shoreline notifications and information to inform affected parties.
- (3) Identify risks and how they will be mitigated (e.g., product spills).

TAB SECTION #2 - Pricing Submission:

- A. Submit unit prices on Attachment 1 – Rate Schedule (Bid Sheet).
- B. Provide a detailed break-out of the costs included in each cost element.
- C. Complete the Proposal Certification and acknowledge all Amendments.

SECTION 5 - EVALUATION AND SELECTION

This section describes the method the County will use to evaluate Proposals received in response to this solicitation.

5.1 INITIAL SCREENING OF PROPOSALS

All Proposals will be initially screened for responsiveness and the minimum qualifications outlined in this solicitation. Those Proposals which do not clearly meet the minimum qualifications may be considered nonresponsive and may not be further evaluated.

5.2 EVALUATION CRITERIA

The County will evaluate and score the Proposals based on the following criteria:

EVALUATION CRITERIA	POINTS POSSIBLE
Minimum qualifications identified in Sec 1.3 have been met	Pass/Fail
Company's Qualifications and Experience <ul style="list-style-type: none"> • Company has the expertise and experience which meet the needs of the County. • Company has the expected permits, licenses, certifications, accreditations, and credentials. • Company has the appropriate facilities, size, staff, equipment, and location to efficiently provide services in a timely manner 	20
Company has no infractions/violations issued by Department of Ecology or Department of Agriculture.	10

Relevant Experience/Past Performance (References) The Proposer has recent relevant experience and a history of good past performance.	5
Key Personnel The qualifications of the Proposer, any subcontractors, resources including technical resources, and key personnel assigned to this project meets/exceeds the needs of the County.	15
Approach to Work The Proposer's approach to the work demonstrates an understanding of the scope of work, including compliance requirements, awareness of risks, and other related matters.	25
Cost The Proposer's cost for the work is reasonable, reflects an understanding of the scope and is an exceptional value for the approach to the work.	25
Total Points	100

5.3 INTERVIEWS

Interviews may be held at the sole discretion of the County. Proposers selected for interviews will be selected at the sole discretion of the County. If interviews are conducted, selected Proposer should plan to have the identified key personnel assigned to the project team make the presentation. Selected Proposers may be asked to provide supplemental or additional information for review by the evaluation committee prior to the interviews. The interviews may be conducted electronically.

5.4 EVALUATION PROCESS

The County Lake Management District (LMD) Point of Contact (POC) with at least one Steering Committee (SC) member from each LMD will evaluate and rank the Proposals according to the evaluation criteria in Section 5.2. If interviews are held, then the County LMD POC and SC members will score the companies interviewed and conduct a final evaluation and ranking of the Proposers based on the criteria listed in Section 5.2 and interviews.

5.5 SELECTION AND NEGOTIATION

The County LMD POC and SC members will select the highest-ranked qualified Proposer based on the criteria and evaluation process outlined above. The County will initiate negotiations (as necessary) with the Proposer who, in the sole opinion of the County, best meets the County's needs as outlined in this solicitation.

The County intends to award without discussions/negotiations based on the pricing submitted with the Proposal but reserves the right to hold discussions/negotiations with the highest ranked Proposer on any aspect of the contract and/or fee schedule for purposes of executing the Contract.

Although the County may open discussions with the highest-ranked Proposer, consideration or negotiations resulting in a Contract are not guaranteed. If the County is unsuccessful in negotiating with the selected Proposer or if negotiations do not proceed in a timely fashion, the County reserves the option to terminate negotiations and proceed with the next-highest ranked Proposer, and so on, until an agreement is reached with one of the Proposers or the process is terminated.

5.6 BOARD APPROVAL AND CONTRACT EXECUTION

The County will be required to make a recommendation to and obtain approval from the Board of County Commissioners prior to any Contract award.

Once the County has finalized and issued a Contract for signature, the successful Contractor must sign the Contract and provide any outstanding documents, including, but not limited to, certificates of insurance and W-9 (or equivalent). The County will sign the Contract only upon receipt of all required documents.

SECTION 6 - CONTRACT TERMS AND CONDITIONS

Attachment 3 is a sample of the Professional Services Contract which will be entered into between Thurston County and the successful Proposer with incomplete information to be added based upon the final negotiations between the County and the successful Proposer. Proposers who want additional or modified contract terms must include the requested change(s) in their initial Proposal in order for the change(s) to be subsequently considered. Note that any Contract negotiated between the County and a successful Proposer is subject to review by a County attorney from the Thurston County Prosecuting Attorney's Office and approval by the Board of County Commissioners prior to being submitted to that Proposer for signature and final execution by the County.

6.1 INSURANCE

Contractor will be required to maintain at their own expense during the term of service provision the following insurance (minimum requirements):

TYPE	LIMIT
Workman's Compensation	Statutory
Professional Liability Insurance	\$2,000,000 each occurrence
Commercial General Liability (combined bodily injury/property damage)	\$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Liability (combined bodily injury/property damage)	\$500,000 each accident
Pollution/Environmental Liability	\$2,000,000 per claim and aggregate

A Certificate of Insurance executed on the appropriate form must be submitted prior to execution of the Contract. Certificate of Insurance will name as additional insured Thurston County employees, officers, commissioners, volunteers and LMD Steering Committee members.

6.2 COMPLIANCE WITH LAWS

All work must be performed in accordance with applicable federal, state, and local regulations. This includes, but is not limited to, all transportation, environmental, health, and safety regulations.

6.3 RECORDS

Contractor must agree at such time and in such form as the County may require, to furnish the County reasonable periodic reports and documents as it may request pertaining to the work or services undertaken pursuant to the Contract Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matter covered by the Agreement. Contractor will maintain accounting records in accordance with accepted accounting principles and practices to substantiate all invoiced amounts.

SECTION 7 - FORMS

The following forms must be completed by the Proposer for inclusion in the Proposal.

Attachment 1 Rate Schedule Form – The Rate Schedule for Combined Lake Management Districts Submerged Aquatic Vegetation Control must be completed in its entirety.

Attachment 4 Relevant Experience/Past Performance Survey Form – Relevant Experience Form must be completed by the Proposer for each reference and the Past Performance Survey must be completed by each reference (project owner) identified by the Proposer or provide a statement of the attempts to obtain the survey.

Attachment 5 Key Personnel Resume Form – The use of the Key Personnel Resume form is optional. An alternative form/format may be used provided it contains the same information.

ATTACHMENT 1 – RATE SCHEDULE

Thurston County Lake Management Districts Submerged Aquatic Vegetation Control

Submerged Aquatic Herbicide Applications					
Cost Proposal Categories					
	Fixed costs for one project	Cost per product for 10 S.A.	Cost per product for 20 S.A.	Cost per product for 30 S.A.	Cost per product for 45 S.A.
Product #1 Herbicide Application cost Per area treated (Note 3)	NA				
Product #2 Herbicide Application Cost Per area treated (Note 3)	NA				
Product #3 Herbicide Application Cost Per area treated (Note 3)	NA				
Mobilization Costs (Per Application)		NA	NA	NA	NA
Consultant Fees (Per Hour or Project)		NA	NA	NA	NA
Posting Costs for 200 signs (Per Application)(Note 1)		NA	NA	NA	NA
Removal Costs for 200 signs (Per Application) (Note 2)		NA	NA	NA	NA

Lake Survey Costs for these lakes based on following parameters identified (Note 4)	NA	Lake Lawrence 330 Acres/192 Acres Littoral/90 Acres Conservation	Long Lake 330 Acres/ 200 Acres Littoral/90 acres Conservation	Pattison Lake 271 Acres /80 Acres Littoral/ ____ Conservation acres not yet identified	Offut Lake 192 Acres/42 Acres Littoral/ ____ Conservation acres not yet identified
Approximate linear feet of shoreline littoral areas (less any identified conservation areas) See Maps Attached	NA				
Approximate cost for survey for each lake based on parameters identified (Note 4)	NA				
Approximate cost for calculating treatment areas based on GPS coordinates provided by LMD SC (Note 5)	NA				
Herbicide Costs (Per Pound/Gallon of Product)	Invoice Unit Price (Gallon or Pound)				
Product #1- Endothall dipotassium salt (Aquathol k)					
Product #2-Fluridone (Sonar ONE)					
Product #3- Penoxsulam (Galleon SC)					

Notes:

Depth of Application Area typically range from 4.5-9 feet.

1 – Posting includes all associated costs – since most contractors post the day they treat no additional mobilization costs should be associated with this. If there are a notification of those additional cost (mobilization) will be provided. It is assumed that if the number of signs actually posted are

lower or higher than 200 the invoice for posting will proportionally reflect the difference.

2 – Posting Removal includes all associated costs to include any mobilization costs. It is assumed that if the number of signs actually posted are lower or higher than 200 the invoice for posting will proportionally reflect the different.

3 – Depth of application area typically ranges from 4.5-9 feet. **Base your bid estimates on 5 feet** with the appropriate concentration per prescription for costing. For Fluridone and Galleon **base bid estimates on 60 ppb for Fluridone (1st Treatment) and 50 bbp for Galleon (1st Treatment)**. For **Aquathol K base bids on 4ppm**.

4 – Lake Survey Parameters: Using ArcGIS/Lowrance or similarly accurate equipment conduct a lake survey of all lake littoral areas (identify in bid shoreline linear feet to survey & approximate time required to do so) less any designated conservation areas unless otherwise requested by LMD SC POC. Purpose of survey to determine type of aquatic vegetation present and approximate dominance (density) with identified treatment area (Polygon) map recommendations showing acres and average depth. Survey will include recommendations on which herbicide to best address any vegetation problems along with a cost estimate. LMD SC members may request to accompany contractor on this survey – if this is not possible state such in bid response. Following survey (within 4 days) provide LMD SC a written copy of survey results via LMD SC POC email. Based on recommendations LMD SC may request a virtual meeting (no more than one hour) to discuss recommendations. LMD SC may reduce, enlarge, delete one or more treatment area recommendations in coordination with contractor.

5 – Calculation of treatment areas: Using GPS coordinates and lake survey results (showing vegetation type and approximate dominance (density) provided by LMD SC for treatment area Polygons and using ArcGIS or similarly accurate equipment prepare a map of lake treatment areas including acres, average depth of area, herbicide recommendations and cost. Provide that map and information to the LMD SC for review and approval. LMD SC after receiving treatment area map may decide to reduce, enlarge or delete one or more treatment areas. LMD SC may request a virtual meeting to discuss (no more than one hour).

6 - Fluridone & Galleon may require multiple applications, please submit costs per individual application for Endothall and for complete treatment using Fluridone and Galleon.

ATTACHMENT 2

Statement of Work Thurston County Lake Management Districts Submerged Aquatic Vegetation Control

1.0 PURPOSE

Thurston County Department of Public Health and Social Services is seeking a qualified and commercially licensed aquatic pesticide applicator to treat submerged aquatic vegetation in Long, Lawrence, Pattison, and Offut lakes and follow all notification requirements under a five-year Contract. The contract services will begin in March 2024 and complete in December 2028. Anticipated aquatic herbicides to be utilized include fluridone, penoxsulam, and endothall dipotassium salt. Additional herbicides may be requested, including any products approved by the Thurston County Board of Health. For more information on approved herbicides in Thurston County please review:

(<http://www.co.thurston.wa.us/health/ehipm/aquaticreview.html>).

2.0 BACKGROUND

Thurston County Lake Management Districts: Subject lakes are eutrophic lake systems with frequent high biomass of nuisance weeds during the growing season. Lake levels may vary seasonally (2-3 feet), a potential consideration for boat access to some littoral areas on the lake particularly later in the season. This could also impact application calculations and plant response to select herbicides.

Nuisance aquatic plants which may require control include Curly Leaf Pondweed (*Potamogeton crispus*), Water Nymph (*Najas flexilis*), Sago Pondweed (*Stuckenia pectinata*), Tape Grass (*Vallisneria americana*), Common Waterweed (*Elodea canadensis*), Big-Leaf Pondweed (*Potamogeton amplifolius*), and other Pondweed species.

3.0 SITE PARTICULARS

A. Hours of Operation:

Work shall be conducted during standard business hours Monday through Friday 7am to 5pm. Weekend work will not be permitted due to heavy recreational use of the lakes. The work season is expected to be early spring and could conclude mid-summer.

B. Security/Access:

The lakes can be accessed from a public Fish and Wildlife boat launch. Contractor will be responsible for obtaining a permit from the Washington Department of Fish and Wildlife, Region 6, Lands Program Manager, Habitat Management Program to use the public boat ramps for the duration of the projects. The public Fish and Wildlife boat launch is the only source of lake access for the Contractor.

4.0 COUNTY SC AND/OR CONTRACTOR PROVIDED INFORMATION

SC and/or Contractor will provide ARCGIS shapefiles to the Contractor for selected treatment areas
SC in coordination with county will provided complete work orders to the Contractor.

5.0 SCOPE OF SERVICES

The Contractor shall provide all materials and services to perform the posting of project areas to meet regulatory requirements and all activities associated with aquatic herbicide applications of the herbicides listed in paragraph 1.0.

The tasks required for this Contract include, but are not limited to the following:

- A. Comply with all laws, regulations, permits, conditions, requirements, and Thurston County IPM Policy (http://www.co.thurston.wa.us/health/ehipm/ipm_cntyimp.html) related to these projects, including posting affected parcels.
- B. Using digital ARCGIS maps, and shapefiles provided by LMD SC, or as an optional method in contract, done by contractor and coordinated with LMD SC. Use high accuracy GPS equipment to treat areas during product application and provide documentation of treated areas, if requested.
- C. Post and remove shoreline notifications to all affected parcels unless otherwise arranged with LMD SCs. LMDs will have the option to remove notification signs and thereby avoid removal costs.
- D. In selected areas, apply the herbicide in a manner which will target noxious and nuisance submerged aquatic vegetation. Bathymetry data must be used to calculate pounds or gallons of the selected herbicide across the treatment areas in a manner which will target noxious and nuisance submerged aquatic vegetation. Areas may be partially treated if evidence of reduced vegetative biomass is evident during surveys; however, the Contractor must follow the polygons of a map and complete treatment in the entire area indicated. Maps will be provided with work orders or by contractor in direct coordination with LMD SCs to indicate which portions of the area to treat and which to leave untreated.
- E. Apply herbicide in a sage manner which complies with all permits and achieves the desired concentrations in treatment sites. Submit Washington State Department of Agriculture (WSDA) approved herbicide application records to Department of Ecology with copies to LMD SC POC and County within 24 hours of application.
- F. When a specified herbicide has an intrinsic dependency on the targeted weed's growth cycle, the contractor, once notified, shall have 14 days to begin the specified treatment and 21 days to complete the first application.
- G. Maintain contact with LMD SC to report issues or problems and provide expertise in project planning.
- H. Meet with LMD SC at the end of the season to evaluate effectiveness of treatments and plan the following years project.

6.0 DURATION/WORK ORDERS

- A. The period of performance will be from March 1, 2024 to December 31, 2028. Work orders will be issued by the SC and copied to the Environmental Health (EH) once treatment dates are agreed upon by the Contractor and LMD SC.
- B. Work Order Procedure:
 - (1) LMD SC will prepare proposal and get EH approval before release. LMD SC will then issue a request for proposal to Contractor for a delineated area/treatment area of the lake requiring service and identify any options(i.e., LMD to remove notification signs, Contractor to conduct lake survey or provide treatments area maps to SC, etc.).
 - (2) Contractor will submit a proposed scope, schedule, and price for the effort. Proposed price shall provide sufficient detail to include estimated quantities for product, equipment, and labor at the pre-negotiated rates provided in the Rate Schedule incorporated into the Contract.

- (3) LMD SC will review Contractor proposal and either accept or reject the proposal.
- (4) LMD SC, in coordination with the County, will issue an authorization to proceed with the Work Order.

C. Payments:

- (1) Invoices are to be submitted within 30 calendar days from completion of the work.
- (2) Invoices are to be sent via email to the Thurston County Public Health and Social Services in-box address: EH_LMD@co.thurston.wa.us and the respective LMD SC POC. The subject of the email should include the Lake, Contract # and Work Order # to identify the invoice.
- (3) LMD SCs will review invoices to verify against the herbicide application record.
- (4) Once reviewed/verified LMD SC POC will sign invoice and send to EH_LMD@co.thurston.wa.us (Mr. Whitford to approve for EH) for payment.
- (5) Payments will be made within 30 calendar days from receipt of a proper invoice.

D. Work Order Close-out:

Work Order will be closed out after payment of final invoice and any excess funds on the work order will be returned to the overall budget.

E. Work Order Termination:

The County or LMD SC may terminate the Work Order after cross coordination on decision, at its convenience with or without cause. In such case, the Contractor shall be paid for all work performed and reasonable expenses properly incurred in connection with the termination.

7.0 PERMITS

Thurston County has existing permit coverage from the Washington State Department of Ecology's 2022-2026 Aquatic Plant and Algae Management Permit for discharges associated with the control of nuisance and noxious submerged aquatic vegetation in Washington State. LMD SC and County staff will take action no later than 1 November of the year prior to permit expiration to renew. Additional information on the Aquatic Plant and Algae Management Permit is available at Department of Ecology's website: <https://ecology.wa.gov/Regulations-Permits/Permits-certifications/Aquatic-pesticide-permits/Aquatic-plant-algae-management>.

LMD SC shall be responsible for the initial Business and Residential Notifications for each control season. The Contractor shall be responsible for complying with all other conditions and requirements including shoreline posting, public notifications and providing documentation to the County and LMD SC of compliance with Ecology's permit. The Contractor shall also provide copies of both Ecology's and the provided WSDA's herbicide application reports to the County and LMD SC within 7 days of application, and copies of the final state reports within a month following the last treatment. One work order will be issued for the lake with each treatment area identified on the work order; Contractor shall complete the required application report with accurate quantities for each separate area Thurston County uses a WSDA approved herbicide application record (Appendix I).

Contractor will be responsible for obtaining a permit from the Washington Department of Fish and Wildlife, Region 6, Lands Program Manager, Habitat Management Program to use the public boat ramps for the duration of the projects. The public Fish and Wildlife boat launch is the only source of lake access for the contractor.

8.0 INSURANCE REQUIREMENTS

The Contractor shall maintain insurance, including pollution liability coverage, as set forth in the sample Professional Services Contract included in the RFP package for the duration of the Contract. Contractor will provide a current Certificate of Insurance each November to the County staff covering the next year.

APPENDIX I

AQUATIC PESTICIDE APPLICATION RECORD

NOTE: This form must be completed the same day as the application and retained for seven years (Ref. Chapter 17.21 RCW)
Copy of completed application record must be submitted to Thurston County Noxious Weed Control within 72 hours of application

Date of application: _____
mm/dd/yyyy

Contractor Information

Company Name: _____

Address: _____

Phone Number: _____

Applicator's Name & License #: _____

Applicator's Name & License #: _____

Applicator's Name & License #: _____

Pesticide application provided for:
Thurston County Noxious Weed Control
11834 Tilley Road S.
Olympia, WA 98512
360-786-5576 (phone)
tcweeds@co.thurston.wa.us



NPDES PERMIT # _____

Location Information

1. Water Body Name	Exact Location, including Description of Treatment Area (Maps must be attached)	Target Species	Site ID#	Workorder#
2. Landowner Name				
1.				
2.				

Pesticide information (List all information for each pesticide, including any adjuvants used)

Full Product Name	EPA Registration No.	Concentration Rate Applied (% ppmv, ppbw, etc.)	Amount of Product (Concentrate) applied (oz)	Total amount of mix or RTU product applied (gal. or lbs.)	Amount of Product applied per acre	Total area treated in this application

Application information

1. Application Method	Apparatus License Plate Number	Temperature °F	Wind direction & est. speed	Start Time
2. Type of Equipment Used				Stop Time
1.				
2.				

Miscellaneous information

--

Attach map of treatment area to this page

PROFESSIONAL SERVICES CONTRACT
THURSTON COUNTY/ [CONTRACTOR NAME]

**Thurston County Lake Management Districts
Submerged Aquatic Vegetation Control**

THIS CONTRACT is entered into in duplicate originals between **THURSTON COUNTY**, a municipal corporation, with its principal offices at 3000 Pacific Ave S.E., Olympia, WA 98501, hereinafter "**County**," and [legal name of Contractor], a [Washington Corporation, Limited Liability Company, Sole Proprietorship, Partnership] with its principal offices at [physical address of Contractor], hereinafter "**Contractor**," collectively referred to as "parties" and individually as "party."

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

GENERAL TERMS AND CONDITIONS

1. DURATION OF CONTRACT

The term of this Contract shall begin on **03/01/2024** and shall remain in effect through **12/31/2028** unless renewed or terminated sooner as provided herein.

This Contract is for a maximum duration of five years. years. The Contract period of performance will be extended through an Amendment to the Contract.

2. SERVICES PROVIDED BY THE CONTRACTOR

The Contractor represents that it is qualified and possesses the necessary expertise, knowledge, training, and skills, and has the necessary licenses and certifications to perform the services set forth in this Contract.

The Contractor shall perform the following services:

Herbicide application to aquatic submerged vegetation in Long, Lawrence, Pattison, and/or Offut lakes, lake survey(s) with or without sonar equipment, treatment recommendations with treatment polygons (acreage/depth data) and technical consulting when/if requested, and required reporting documentation

a. A detailed description of the services to be performed by the Contractor is set forth in Exhibit A, attached hereto and incorporated herein by reference.

b. The Contractor agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, no material, labor, or facilities will be furnished by the County.

c. The Contractor shall perform according to standard industry practice of the work specified by this Contract.

d. Time is of the essence in the performance of this Contract. The Contractor shall complete its work no later than the Contract termination date and in accordance with the schedule agreed to by the parties. When a specified herbicide application has an intrinsic dependency on the targeted weed's growth cycle, the contractor shall have 14 days to begin the specified treatment and 21 days to complete the first application.

e. The Contractor shall, from time to time, during the progress of the work, confer with the LMD SC and if requested County. At the LMD SCs and/or County's request, the Contractor shall prepare and present status reports on its work.

3. **SERVICES PROVIDED BY THE COUNTY AND/OR LMD SCs**

In order to assist the Contractor in fulfilling its duties under this Contract, the County and/or LMD SC may provide information as identified in Exhibit A.

4. **CONTRACT REPRESENTATIVES**

Each party to this Contract shall have a contract representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

a. For Contractor:

Name of Representative: _____

Title: _____

Mailing Address: _____

City, State and Zip Code: _____

Telephone Number: _____

E-mail Address: _____

b. For County:

Name of Representative: Stuart Whitford

Title: Environmental Health Program Manager

Mailing Address: 3000 Pacific Ave SE (Suite 225)

City, State and Zip Code: Olympia, WA 98501

Telephone Number: 360-867-2535

E-mail Address: EH_LMD@co.thurston.wa.us

5. **COMPENSATION**

a. For the services performed hereunder, the Contractor shall be paid as set forth in Exhibit B, attached hereto and incorporated herein by reference. The maximum total amount

payable by the County to the Contractor under this Contract shall not exceed **\$1,500,000** for the five year period.

b. The Contractor may submit invoices, as applicable, in accordance with Exhibit B for payment of completed work during the billing period. The County shall pay the Contractor for services rendered in the month following the actual delivery of the work and will remit payment within thirty days from the date of receipt of invoice.

c. No payment shall be made for any work performed by the Contractor, except for work identified and set forth in this Contract. The Contractor shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the County. Unless otherwise provided for in this Contract, the Contractor will not be paid for any invoices presented for payment prior to the execution of the Contract or after its termination.

d. In the event the Contractor has failed to perform any obligation under this Contract and such failure has not been cured within ten days following notice from the County, then the County may, in its sole discretion, upon written notice to the Contractor, withhold any and all monies due and payable to the Contractor, without penalty, until such failure to perform is cured or otherwise adjudicated.

6. AMENDMENTS AND CHANGES IN WORK

a. In the event of any errors or omissions by the Contractor in the performance of any work required under this Contract, the Contractor shall make any and all necessary corrections without additional compensation. All work submitted by the Contractor shall be certified by the Contractor and checked for errors and omissions. The Contractor shall be responsible for the accuracy of the work, even if the work is accepted by the County.

b. No amendment, modification or renewal shall be made to this Contract unless set forth in a written Contract Amendment, signed by an authorized representative of each party. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the County.

7. HOLD HARMLESS AND INDEMNIFICATION

a. To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold the County, its officers, officials, employees, agents and volunteers, harmless from and against any and all "Claims" by any and all persons or entities which are (1) caused in whole or in part by any act or omission, negligent or otherwise, of the Contractor, its employees, former employees, agents, representatives, volunteers, partners, shareholders, subcontractors in any tier or anyone for whose acts any of them may be liable, or (2) directly or indirectly arise out of, result from, or are connected with the performance or the failure to perform under this Contract. This indemnification obligation of the Contractor shall not apply in the limited circumstance where the Claims are caused by the sole negligence of the County. To the extent RCW 4.24.115 applies to this Contract, in the event of the concurrent negligence of the Contractor, its subcontractors, employees or agents, and the County, its employees or agents, this indemnification obligation of the Contractor shall be valid and enforceable only to the extent of the negligence of the Contractor, or the negligence of its subcontractors, employees and agents. "Claims" shall include, but not be limited to, claims, demands, actions, suits, liabilities, losses, damages, judgments, and expenses, including without limitation court and appeal costs, alternative dispute resolution costs, attorneys' fees, and expert witnesses fees and costs, of any

nature whatsoever, and assertions that information supplied or used by the Contractor or subcontractors in any tier violates or infringes any patent, proprietary information, copyright, trademark, trade name, service mark or otherwise results in an unfair trade practice.

b. The hold harmless and indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or subcontractor in any tier under the Washington State Industrial Insurance Act, Title 51 RCW, or by application of any other workers' compensation act, disability benefit act, or other employee benefit act, it being clearly agreed and understood by the parties hereto that the Contractor expressly waives any immunity the Contractor might have had under such acts. **By executing the Contract, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties.** The Contractor shall similarly require that each subcontractor it retains in connection with this Contract comply with the terms of this subsection, waive any immunity granted under Title 51 RCW, and assume all liability for actions brought by employees of the subcontractor.

c. The Contractor's hold harmless and indemnification obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all Claims.

d. In the event the Contractor enters into subcontracts to the extent allowed under this Contract, the Contractor's subcontractors in any tier shall indemnify the County on a basis equal to or exceeding the Contractor's indemnity obligations to the County.

8. THIRD PARTY CLAIMS HANDLING

a. A party seeking indemnification for a Claim ("Indemnified Party") shall promptly notify the other party from whom indemnification is sought ("Indemnifying Party") in writing of any Claim asserted against it. The notice shall include a copy of the Claim, and any summons, process, pleading or notice issued in any lawsuit or Claim.

b. The Indemnifying Party reserves the right to control the investigation, trial and defense of the Claim and any lawsuit, action (including all negotiations to effect settlement), and appeal arising from it and employ or engage attorneys of its own choice.

c. The Indemnified Party may, at its sole cost, participate in the investigation, trial and defense of the lawsuit or action and any appeal without waiving the Indemnifying Party's obligations under this Contract.

d. The parties, their officers, employees, agents, and representatives shall fully cooperate in the defense of the Claim or lawsuit and shall provide one another all available information concerning the Claim.

9. INSURANCE

1. Contractor shall provide evidence of:

- a. **Commercial General Liability Insurance** using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. The insurance policy must cover defense costs without affecting limits available for third party liability payments as required herein. Limits

shall be no less than **\$1,000,000** per occurrence for all covered losses and no less than **\$2,000,000** general aggregate. Coverage must include employer's liability limits of no less than \$1,000,000 per accident for all covered losses.

- i. Contractor agrees to endorse third party liability coverage required herein to include the County, its officials, employees, LMD SC members, volunteers and agents, as additional insureds using ISO endorsement CG 20 10 with an edition date prior to 2004.
 - ii. The policy shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- b. **Workers' Compensation.** Contractor shall maintain coverage as required by Title 51 RCW, and shall provide evidence of coverage or exemption to the Thurston County Risk Management Division upon request. Contractor domiciled out of state shall maintain coverage under applicable workers' compensation law and provide proof of coverage on a state-approved form.
- c. **Business Auto Coverage** on ISO Business Auto Coverage form CA 00 01 including owned, non-owned and hired autos, or the exact equivalent. Limits shall be no less than **\$500,000** per accident, combined single limit. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall obtain evidence of personal auto liability coverage for each such person.
- d. **Excess or Umbrella Liability Insurance** (Over Primary), if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Such policy or policies shall include as insureds those covered by the underlying policies, including additional insureds. Coverage shall be "pay on behalf", with defense costs payable in addition to policy limits. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to County, LMD SC members and volunteers for injury to employees of Contractor, subcontractors or others involved in the performance of services under this Contract. The scope of coverage provided is subject to approval by the County following receipt of proof of insurance as required herein.
- e. **Professional Legal Liability** on a policy form appropriate to Contractor's profession. Limits shall be no less than **\$2,000,000** per claim. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the Contractor's services as defined by this Contract including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Contract.
- f. **Pollution Liability Insurance** shall be written on a Contractor's Pollution Liability form or other form acceptable to County providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than **\$2,000,000** per claim and aggregate.

- g. Liability insurance with equivalent coverage as required in subsections (a) and (c) through (e) obtained by a Contractor who is a government entity through a government risk pool approved by the state of Washington is a substitute form of coverage acceptable to the County.

2. Other Insurance Requirements:

- a. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees, agents or volunteers.
- b. **The Contractor shall include all subcontractors as insureds under its policy or shall furnish separate certificates and endorsements for each subcontractor.** All coverage for subcontractors shall be subject to all of the requirements stated herein.
- c. The Contractor shall maintain all required policies in force from the time services commence until services are completed. Where Professional Legal Liability coverage is written on a claims made form, the Contractor must provide evidence of the purchase of an extended reporting period or "tail" coverage for a three-year period after project completion, or otherwise maintain the coverage for the three-year period. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced.
- d. Contractor agrees to waive rights of recovery against County, LMD SC members and volunteers regardless of the applicability of any insurance proceeds, and to require all indemnifying parties to do likewise.
- e. All insurance coverage maintained or procured by Contractor or required of others by Contractor pursuant to this Contract shall be endorsed to delete the subrogation condition as to County, LMD SC members and volunteers or must specifically allow the named insured to waive subrogation prior to a loss.
- f. All coverage types and limits required are subject to approval, modification and additional requirements by the County. Contractor shall not make any reductions in the scope or limits of coverage that may affect County's protection without County's prior written consent. The County reserves the right at any time during the term of the Contract to change the amounts and types of insurance required by giving the Contractor ninety days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the County and the Contractor may renegotiate Contractor's compensation.
- g. Written notice of cancellation or change shall reference the project name and contract number and shall be mailed to the County at the following address:
Attn: Risk Analyst
Human Resources
3000 Pacific Ave S.E.
Olympia, Washington 98501

- h. The parties acknowledge that all insurance coverage required to be provided by Contractor or indemnifying party shall apply first and on a primary non-contributing basis in relation to any other insurance or self-insurance available to County.
- i. Contractor agrees not to self-insure or to use any self-insured retentions on any portion of the insurance required herein without the express agreement of the County and further agrees that it will not allow any indemnifying party to self-insure its obligations to County. If Contractor's existing coverage includes a self-insured retention, the self-insured retention must be declared to the County. The County may review options with the Contractor, which may include reduction or elimination of the self-insured retention, substitution of other coverage, or other solutions.
- j. The limits of insurance above shall be minimum requirements. The insurance limits are not intended to be an indication of exposure nor are they limitations on indemnification. Should the Contractor or a subcontractor in any tier maintain insurance with limits of liability that exceed the required limits or coverage that is broader than as outlined above, those higher limits and broader coverage shall be deemed to apply for the benefit of any person or organization included as an additional insured, and those limits shall become the required minimum limits of insurance of this Contract.

3. Verification of Coverage and Acceptability of Insurers:

- a. The Contractor shall place insurance with insurers licensed to do business in the state of Washington and having A.M. Best Company ratings of no less than A-, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the state of Washington.
- b. Proof of compliance with these insurance requirements, consisting of endorsements and certificates of insurance, shall be delivered to County prior to the execution of this Contract. If such proof of insurance is not delivered as required, or if such insurance is canceled at any time and no replacement coverage is provided, the County may, in its sole discretion, obtain any insurance it deems necessary to protect its interests. Any premium so paid by County shall be charged to and promptly paid by Contractor or deducted from sums due Contractor.
- c. Contractor shall maintain the required coverage during the entire term of this Contract. Coverage for activities under the Contract shall not be affected if the Contract is canceled or terminated for any reason.
- d. The Contractor or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Thurston County Risk Management Division.

10. **TERMINATION**

a. The County may terminate this Contract for convenience in whole or in part whenever the County, in its sole discretion, determines that such termination is in the best interests of the County. The County may terminate this Contract upon giving ten calendar days written notice by Certified Mail to the Contractor. In that event, the County shall pay the Contractor for all costs incurred by the Contractor in performing the Contract up to the termination date specified in the notice. Payment shall be made in accordance with Section 5 of this Contract.

b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract and prior to normal completion, the County may elect to suspend or terminate this Contract, in whole or in part, as a termination for convenience with a ten calendar day notice to Contractor, to the extent possible, subject to renegotiation at the County's discretion under those new funding limitations and conditions. Termination or suspension under this paragraph shall be effective upon the date specified in the written notice of termination or suspension sent by the County to the Contractor. After the effective date, no charges incurred under this Contract are allowable.

Notwithstanding any provision to the contrary, funding under this Contract beyond the current appropriation year is conditional upon the appropriation by the Board of County Commissioners of sufficient funds to support the work described in this Contract. Should such an appropriation not be approved, this Contract shall terminate at the close of the current appropriation year, and the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract after the date of termination.

c. If the Contractor breaches any of its obligations hereunder and fails to cure the breach within ten calendar days of written notice to do so by the County, the County may terminate this Contract, in which case the County shall pay the Contractor only for the costs of services accepted by the County, in accordance with Section 5 of this Contract. Upon such termination, the County, at its discretion, may obtain performance of the work elsewhere, and the Contractor shall bear all costs and expenses incurred by the County in completing the work and all damage sustained by the County by reason of the Contractor's breach. If, subsequent to termination, it is determined for any reason that (1) the Contractor was not in default, or (2) the Contractor's failure to perform was not its fault or its subcontractor's fault or negligence, the termination shall be deemed to be a termination for convenience.

11. **ASSIGNMENT, DELEGATION, AND SUBCONTRACTING**

a. The Contractor shall perform the terms of this Contract using only its bona fide employees or agents who have the qualifications to perform under this Contract. The obligations and duties of the Contractor under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the County. Any work or services assigned or subcontracted for hereunder shall be subject to each provision of this Contract.

b. The Contractor warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for the Contractor, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

12. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time.

13. INDEPENDENT CONTRACTOR

a. The Contractor's services shall be furnished by the Contractor as an Independent Contractor and not as an agent, employee or servant of the County. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Contract.

b. The Contractor acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and the Contractor is not entitled to any County benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to Thurston County employees.

c. The Contractor shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent or representative of the Contractor shall be or deem to be or act or purport to act as an employee, agent or representative of the County.

d. The Contractor shall assume full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, county, federal or state legislation which is now or may during the term of this Contract be enacted as to all persons employed by the Contractor and as to all duties, activities and requirements by the Contractor in performance of this Contract.

e. The Contractor agrees to immediately remove any of its employees, representatives or agents from assignment to perform services under this Contract upon receipt of a written request to do so from the County's Contract representative or designee.

14. COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract, as now existing or hereafter adopted or amended.

15. INSPECTION OF BOOKS AND RECORDS AND RETENTION

The County or its authorized representatives may, at reasonable times, inspect and audit the books and records of the Contractor relating to the performance of this Contract. This includes work of Contractor, any subcontractor or any other person or entity that performed connected or related work under this Contract. Such inspection and audit shall occur in Thurston County, Washington, or other reasonable locations that the County selects. The Contractor shall supply or permit the County to copy such books and records. The Contractor shall ensure that inspection, audit and copying rights of the County is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform work under this Contract. The Contractor shall keep all books and records required by

this Contract for six years after termination or expiration of this Contract. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the six-year retention period.

16. NONDISCRIMINATION

The Contractor, its assignees, delegates or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, ethnicity, religion, national origin, age, sex, marital status, veteran or military status, sexual orientation or the presence of any disability. Implementation of this provision shall be consistent with RCW 49.60.400.

17. OWNERSHIP OF MATERIALS/WORK PRODUCED

a. Material produced in the performance of the work under this Contract shall be "works made for hire" as defined by the U.S. Copyright Act of 1976, as amended, and shall be owned by the County. This material includes, but is not limited to, data, books, computer programs, plans, specifications, documents, films, pamphlets, reports, drawings, all forms of electronic media, sound reproductions, studies, surveys, tapes, and training materials. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. Material which the Contractor uses to perform this Contract but is not created for or paid for by the County is owned by the Contractor and is not "work made for hire"; however, the County shall have a perpetual license to use this material for County internal purposes at no charge to the County, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license.

b. An electronic copy of all or a portion of material produced shall be submitted to the County upon request or at the end of the project using the software or program and version specified by the County.

18. DISPUTES

Differences between the Contractor and the County, arising under and by virtue of this Contract, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance or compensation due the Contractor shall be decided by the County's Contract representative or designee. All rulings, orders, instructions and decisions of the County's Contract representative shall be final and conclusive, subject to the Contractor's right to seek judicial relief pursuant to Section 19.

19. CHOICE OF LAW, JURISDICTION AND VENUE

a. This Contract has been and shall be construed as having been made and delivered within the state of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the state of Washington, both as to its interpretation and performance.

b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington.

20. CONFIDENTIALITY

The Contractor, its employees, agents, and subcontractors and their employees, shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Contract, except upon the prior written consent of the County or an order entered by a court of competent jurisdiction. The Contractor shall promptly give the County written notice of any judicial proceeding seeking disclosure of such information.

21. SEVERABILITY

a. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

b. If any provision of this Contract is in direct conflict with any statutory provision of the state of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict and shall be deemed modified to conform to such statutory provision.

c. Should the County determine that the severed portions substantially alter this Contract so that the original intent and purpose of this Contract no longer exists, the County may, in its sole discretion, terminate this Contract.

22. ENTIRE CONTRACT

This Contract consists of the General Terms and Conditions, all exhibits and attachments incorporated herein by reference, requests for proposal or qualifications and any addenda thereto, and the Contractor's response.

The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

23. NOTICES

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Section 4. Notice shall be deemed to be given three days following the date of mailing or immediately if personally served.

24. SURVIVABILITY

The terms and conditions contained in this Contract which, by their sense and context, are intended to survive the completion, expiration or termination of this Contract shall survive. Surviving terms include but are not limited to: Hold Harmless and Indemnification, Third Party Claims Handling, Termination, Inspection of Books and Records and Retention, Ownership of Materials/Work Produced, Disputes, Choice of Law, Jurisdiction and Venue, Confidentiality, and Severability.

The parties hereto acknowledge that the waiver of immunity set out in subsection 7.b. was mutually negotiated and specifically agreed to by the parties herein.

This Contract is executed by the persons signing below who warrant that they have the authority to execute this Contract.

CONTRACTOR:

For the
BOARD OF COUNTY COMMISSIONERS
Thurston County, Washington

Firm: _____

By: _____
David Bayne

By: _____
(Name)

Title: Director

Signature: _____
(Authorized Representative)

Department: Public Health and Social Services

Date _____

Date _____

Title: _____

Address: _____

Approved as to Form by the Prosecuting Attorney's Office

SAMPLE

EXHIBIT A

PROFESSIONAL SERVICES CONTRACT

THURSTON COUNTY/ _____

**Thurston County Lake Management Districts
Submerged Aquatic Vegetation Control**

SCOPE OF SERVICES

1. The services to be performed by the Contractor under this Contract, which are described in Section 2 of the Contract (Services Provided By The Contractor), are set forth as follows:

2. The services to be performed by the County under this Contract, which are described in Section 3 of the Contract (Services Provided By The County) are set forth as follows (if applicable):

EXHIBIT B

PROFESSIONAL SERVICES CONTRACT

THURSTON COUNTY/ _____

**Thurston County Lake Management Districts
Submerged Aquatic Vegetation Control**

COMPENSATION

1. The Contractor's compensation under this Contract, which is described in Section 5 of the Contract (Compensation), is set forth as follows:

SAMPLE

ATTACHMENT 4 RELEVANT EXPERIENCE

Thurston County Lake Management Districts
Submerged Aquatic Vegetation Control

This section to be completed by **Proposer**

Project/Services Title:	Dates of Service:
Location:	Original Contract Amount \$ Final Contract Amount: \$
Contract Type: <input type="checkbox"/> Firm Fixed Price <input type="checkbox"/> Cost <input type="checkbox"/> Other (Specify)	Number of Change Orders:
Primary _____ Subcontractor _____	Total Dollar Value of Change Orders \$
	Complexity of Project/Service <input type="checkbox"/> Difficult <input type="checkbox"/> Routine
Reference/Owner Contact Information:	
POC Individual Name	POC Title
POC Organization Name	POC Address
POC Phone Number	POC Email
Summary of Actual Performance Under Scope	
Describe type of work, tasks performed, and challenges to demonstrate relevant experience characteristics similar to Thurston County Public Works Submerged Aquatic Vegetation Control services under this RFP.	

ATTACHMENT 4
PAST PERFORMANCE SURVEY

Combined Lake Management Districts
Submerged Aquatic Vegetation Control

Reference/Owner to complete this section of the form and return to the Proposer.
Reference/Owner may also send the entire form to the Purchasing Agency directly.

NOTE: Please use adjectival ratings from attached sheet.

Evaluation Factor	Comments (Attach additional sheets, if necessary.)	Rating
a. Quality of Work		
b. Schedule		
c. Cost/Budget Control		
d. Management/Business Relations		
e. Regulatory		
f. Customer Satisfaction		

Would you select this firm again? Please explain. (Attach additional sheet if necessary.)

Name & Date:

Title:

ATTACHMENT 4 PAST PERFORMANCE RATING GUIDELINE

Combined Lake Management Districts Submerged Aquatic Vegetation Control

Rating: Exceptional

Definition: Performance meets contractual requirements and exceeds many to the County's benefit. The contractual performance of the element or sub-element being evaluated was accomplished with few minor problems for which corrective actions taken by the Contractor were highly effective.

Rating: Very Good

Definition: Performance meets contractual requirements and exceeds some to the County's benefit. The contractual performance of the element or sub-element being evaluated was accomplished with some minor problems for which corrective actions taken by the Contractor were effective.

Rating: Satisfactory

Definition: Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the Contractor appear, or were, satisfactory.

Rating: Marginal

Definition: Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being evaluated reflects a serious problem for which the Contractor has not yet identified corrective actions. The Contractor's proposed actions appear only marginally effective or were not fully implemented.

Rating: Unsatisfactory

Definition: Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the Contractor's corrective actions appear or were ineffective.

NOTE 1: N/A (not applicable) should be used if the ratings are not going to be applied to a particular area for evaluation.

ATTACHMENT 5
KEY PERSONNEL RESUME FORMAT

Thurston County Lake Management Districts
Submerged Aquatic Vegetation Control

Provide information, listed below, on separate sheets showing qualifications of each key personnel individual assigned to the project.

(a) Name:

(b) Current Position/Title:

(c) Proposed Assignment on the Services Contract, including specific duties to be performed:

(d) No. of Years in Same Assignment as Proposed on the Contract _____

(e) Name of Your Company _____

(f) No. of Years: With this Company _____ With other Company _____

(g) Education:

Degree(s) earned: _____

School attended: _____

Year Degree granted: _____

Degree field/specialization: _____

Specialized Training: _____

(h) Active Registration/Professional License/Certification, if any:

Type: _____ No. _____, State(s) _____, First Year/ Current Year _____ / _____

(i) Describe Your Specific Experience and Qualifications Relevant to the Services in the RFP:

(j) Up to three (3) relevant project/service examples:

Project Title: _____

Project Location: _____

Project Dollar Value: _____

Project Size: _____

Position Held: _____

Duties performed: _____

Company employed with during Project: _____

Attachment 6
CERTIFICATION

Thurston County Lake Management Districts
Submerged Aquatic Vegetation Control

The undersigned hereby certifies that they have examined and have read and thoroughly understands the Sample Contract including insurance requirements and the method by which payment will be made for said work.

Company Name: _____

Company Representative Name & Title: _____

BY: _____

⇐ **Sign here**

SIGNATURE OF AUTHORIZED REPRESENTATIVE

(NOTE: Signature is required for Proposal to be valid)

Title: _____

Physical Address: _____

Mailing Address: _____

Telephone: _____ Fax: _____

E-mail: _____

ALL OFFERORS MUST COMPLETE THIS SECTION

Bidder acknowledges receipt of the following addenda:

Addendum No. _____ Date Received _____ By _____

Addendum No. _____ Date Received _____ By _____

Addendum No. _____ Date Received _____ By _____

Addendum No. _____ Date Received _____ By _____