



Thurston County, Washington
Community Planning and Economic Development
3000 Pacific Ave SE, Suite 100
Olympia, WA 98501

REQUEST FOR QUALIFICATIONS (RFQ)
HABITAT CONSERVATION PLAN IMPLEMENTATION SUPPORT

Solicitation Documents

All solicitation documents, including any addenda, are published on the Thurston County “Legal Notices and Announcements of Public Hearings” website at

<https://www.thurstoncountywa.gov/tchome/Pages/legalnotices.aspx>

Submittal Due Date

Submittals are due by not later than: *3/22/24

Submittal Acceptance Location

Sealed Submittals will only be received by:

Thurston County
Community Planning and Economic Development Department
3000 Pacific Ave SE, Suite 100
Olympia, WA 98501

Pre-Proposal Conference

There will be no pre-proposal conference for this RFQ.

General information about Thurston County Community Planning can be found on the County’s website at [Community Planning | Thurston County \(thurstoncountywa.gov\)](https://www.thurstoncountywa.gov)

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

**REQUEST FOR QUALIFICATIONS
THURSTON COUNTY HABITAT CONSERVATION PLAN
IMPLEMENTATION SUPPORT**

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REQUEST FOR QUALIFICATIONS
THURSTON COUNTY HABITAT CONSERVATION PLAN LAND
RESTORATION AND MANAGEMENT SERVICES

SECTION 1 – OVERVIEW OF SOLICITATION

1.1 PURPOSE

Thurston County has developed a programmatic Habitat Conservation Plan (HCP) in response to the federal listing of several species, in order to conserve and enhance rare habitats while providing economic certainty to citizens. On July 1, 2022, US Fish and Wildlife Service issued an Incidental Take Permit (ITP) to Thurston County, approving the Thurston County Habitat Conservation Plan. The HCP covers development activities within the habitat ranges of the HCP covered species in unincorporated Thurston County for a 30-year period. Central to this program are measures to continue building the Thurston County Conservation Lands System through the purchase of land or rights in lands that are managed for the covered species and their habitats. Conservation lands will be acquired and enhanced in order to support three subspecies of the Mazama pocket gopher (*Thomomys Mazama*, MPG), Taylor’s checkerspot butterfly (*Euphydryas editha taylori*), Oregon vesper sparrow (*Pooecetes-gramineus affinis*), and Oregon spotted frog (*Rana pretiosa*).

The County is seeking a qualified, not-for-profit conservation firm and/or firms with experience in fulfilling the following roles:

- Stewardship endowment management and/or holding stewardship endowments for conservation lands
- Holding conservation easements over County-owned conservation lands
- Restoring conservation lands, including the design, implementation and monitoring of restoration efforts.

Conservation lands include New Reserves, Working Lands Easements, and Enhanced Existing Preserves. Restoration and land management efforts will be funded through non-wasting stewardship endowments.

1.2 GENERAL INFORMATION

Thurston County is in the south end of Puget Sound in Washington State. The County is roughly 745 square miles, excluding water bodies, and has a population of more than 303,400 residents. Thurston County has some of the fastest growth rates in the nation and it is expected to climb to 393,700 by 2045. Population growth supports an important local economy, which is predicted to grow new commercial and industrial business as well as new homes to support those people and businesses.

Although the growth in Thurston County has brought many benefits to the area, it has also fragmented the natural mosaic of wetlands and riparian habitat, prairies, and other ecosystems. As people build homes and businesses and as the community builds schools, water and sewer lines, roads and other infrastructure, the prairie that once covered 180,380 acres before European settlement has declined to 17,300 acres today. As the extent of the prairies has declined, so has the quality of the remaining prairie habitat. Of the remaining prairie habitat in western Washington, estimates suggest that only 2-3% is dominated by native species. Multiple prairie-dependent species have declined to the extent that they have been listed as threatened or endangered under the Endangered Species Act of 1973, as amended (16 USC 1531 et seq., ESA).

The ESA makes it illegal to negatively impact listed animal species (known as “take”) without the proper authorization (incidental take permit (ITP)). Negative impacts result from activities that cause death, harm or

harassment to such an extent the impacted species are unable to feed, breed or seek shelter. Property owners seeking to develop commercial and residential projects on habitat that supports listed species are subject to federal ESA requirements. Thurston County is proactively addressing the need to comply with the ESA on behalf of its citizens by implementing an HCP, beginning January 2023, to mitigate the impacts of anticipated growth and development in the county for 30 years.

The multiple species programmatic HCP will provide benefits to federally listed species and provide a predictable permitting process for a wide range of development projects while accommodating Thurston County's capital facility construction and maintenance. Thurston County believes that the HCP provides the best tool for harmonizing the conservation needs of threatened and endangered species with Thurston County's and its citizens regulatory compliance obligations under the ESA. The HCP will allow development projects to move forward under a county-held ITP, while property owners seeking to develop pay into a mitigation program. The HCP calls for several thousands of acres to be part of a Conservation Lands System to be purchased through a combination of mitigation fees and Conservation Futures¹ funding. Conservation Lands will be encumbered in various ways, including removal of development rights from working lands and removing properties from the tax roll as permanently protected preserve lands.

1.3 REQUIRED SERVICES

Required Services

The qualified firm and/or firms will:

- Possess the qualifications to hold conservation easements for HCP conservation lands acquired by Thurston County.
- Develop baseline documentation reports, site management plans, and conservation easements for conservation sites.
- Implement site management and adaptive management plans.
- Be in possession of any permits required by regulatory agencies (state or federal) for the monitoring activities they are conducting.
- Provide environmental restoration design, implementation, and monitoring services in prairie and wetland HCP conservation lands.
- Provide monitoring reports for review by County and HCP Implementation Team staff, to be incorporated into Annual Reports.

Restoration efforts will include:

- Coordination of all aspects of project design, implementation, logistics, and execution of south Thurston County Habitat Conservation Plan prairie and wetland restoration in Conservation Lands

¹The Thurston County Conservation Futures program preserves open space, wetlands, wildlife habitat, timberland and agricultural lands to benefit Thurston County residents. The program was established in 1991, is funded through a property tax levy, and is governed by RCW 84.34. The county collects up to 6.25 cents per \$1,000 assessed value.

- Management and treatment of invasive grasses, forbs and shrubs
- Enhancement and reintroduction of native prairie plants known to provide nectar, forage and shelter for prairie butterflies, birds, and the MPG
- Planning and implementation of prescribed burns, mowing, and prescribed grazing efforts to maintain prairie conditions
- Developing long term monitoring plans for HCP Conservation Land sites, collecting and analyzing subsequent data to inform restoration goals and practices for credit release
- Conducting baseline, effectiveness and compliance monitoring on HCP Conservation Lands to demonstrate that the HCP's Conservation Program is effective in minimizing and mitigating unavoidable impacts
- Traveling to HCP conservation sites, including South Puget Sound prairie and wetland sites throughout Thurston County

1.4 SCOPE OF WORK

Firms with expertise and experience in several or more of the items described in the Required Services, Restoration Efforts, and Scope of Work sections 1.3 to 1.4 are invited to respond to this solicitation. Proposers must identify the specific roles for which they want to provide services in accordance with the submittal requirements in Section 3 of this solicitation. It is the County's intent to select preferably one firm for all or if needed multiple firms to cover all of the roles. The selected firm(s) will be required to enter into an on-call contract with the County for the specified services. The actual number of contracts awarded will depend on the number and quality of the submittals received.

The Biological Goal of the Thurston County HCP is to maintain, in perpetuity, populations of each of the covered species within Thurston County through strategic habitat acquisition, conservation, enhancement, and management in advance of unavoidable impacts to the covered species from the covered activities. The conservation objectives of the HCP include:

1. Minimize direct and indirect impacts to the covered species through application of Best Management Practices to the maximum extent practicable and outreach to the community;
2. Acquire, from willing sellers, New Reserves to secure, stabilize, and expand species strongholds, while also contributing to covered species recovery. Habitat on each permanently protected parcel will be enhanced and funded for long-term management;
3. Secure permanent Working Lands Easements, via Conservation Easements with willing landowners, to conserve, stabilize, and expand species distributions. Enrolled land must demonstrate land uses are compatible with the covered species. Habitat on each permanently protected parcel will be maintained with funding for long-term management; and
4. Enhance habitat for covered species populations at existing preserves with current or historical populations of the covered species, through funding habitat restoration, enhancement, and long-term maintenance on existing protected reserves. This will increase the long-term habitat

stability and conservation benefit of these lands and provide essential support for their Covered Species populations.

In order to meet the biological goal and conservation objectives of the HCP, the qualified firm and/or firms will:

- **As easement holder, enforce all terms of conservation easements** on conservation lands and the right to access lands for monitoring purposes, as applicable.
- **Stewardship endowment management**
- **Develop Site Management Plans** for each New Reserve within 12 months of land acquisition, which includes site-specific objectives for habitat enhancement, performance standards, and management actions to protect Covered Species and their habitat. Sites will be restored and enhanced, then managed and maintained in accordance with the Site Management Plan in perpetuity, and must demonstrate the desired future condition lift above baseline.
- **Implement habitat enhancement activities**, including prescribed burning, targeted herbicide application, invasive species management, mowing and seeding, and long-term maintenance on existing protected reserves, to increase the long-term habitat stability and conservation benefit of these lands and provide essential support for their covered species populations.
- **Conduct Effectiveness and Compliance Monitoring** on all HCP conservation lands, to determine success of habitat enhancement and management, and achievement of performance standards, and to evaluate compliance with the terms and conditions of the Incidental Take Permit. Monitoring will be conducted according to protocol, based on the procedures for quantifying credits in the credit-debit methodology described in the HCP, and also following the procedures in the “Calculating Credits and Debits for Compensatory Mitigation in Wetlands of Western Washington” manual (Hruby, 2012) for Oregon spotted frog conservation sites. Monitoring will be measured by tracking covered species status (including distribution and abundance) and habitat condition relative to the performance standards, and providing data to document the progress of a site from baseline conditions toward the desired future conditions identified in the Site Management Plan.
- **Exercise site-level adaptive management practices.** Address uncertainties related to the response of covered species and associated habitat to restoration, enhancement, management and maintenance efforts. Detect declines in covered species status or in habitat quality and function (e.g., increasing invasive shrub species populations) and adjust management practices within the Site Management Plan to restore habitat quality and function.

1.5 BUDGET AND CONTRACT PERIOD

The County anticipates this contract will be for an initial 2-3 years with an option to extend.

1.6 MINIMUM QUALIFICATIONS

Following are the minimum qualifications that proposing firms must meet in order to qualify for

consideration under this Request for Qualifications (RFQ). Proposals must clearly show compliance to these minimum qualifications. Proposals that are not clearly responsive to these minimum qualifications may be rejected by the County without further consideration.

- A. The proposing firm and/or firms shall have been in business for a minimum of ten (10) years from the date of issuance of this RFQ. The designated HCP Land Restoration Manager(s) shall be a permanent, full-time employee of the proposing firm and have a minimum of ten (10) years of experience, either with the proposing firm or other firm, managing and providing similar services to those requested under this solicitation.
- B. The proposing firm and/or firms shall have experience and expertise in successful completion of all aspects of prairie conservation land management and prairie and wetland habitat enhancement for multi-species programmatic Habitat Conservation Plans.
- C. The proposing firm and/or firms shall have experience working as a consultant for government entities, managing complex environmental restoration/conservation projects while adhering to policy guidelines and meeting deadlines, in addition to collaborating with a variety of partners in the region such as US Fish and Wildlife Service, WA Department of Fish and Wildlife, US Department of Defense, USDA Natural Resources Conservation Service, and non-profit and private stakeholders.
- D. The proposing firm and/or firms shall provide a minimum of three (3) references from relevant previous projects in which they carried out prairie conservation land management and prairie and wetland habitat enhancement measures for multi-species programmatic Habitat Conservation Plans to further conservation and recovery of listed and other rare prairie species and their habitats.

1.7 Contract Specifications for Scope of Work

All contracts awarded under this RFQ will be between the County and the selected firm and/or firms (hereafter referred to separately as the "Consultant"). The professional services provided by the Consultant under the on-call contract may include one or more of the services described in Sections 1.3 (Required Services) and 1.4 (Scope of Work). The Consultant will be required to respond to task order requests from the County for specific work under the on-call contract as the need arises. In response to each task order request, the Consultant will prepare, in the format specified by the County, a detailed scope of work, project schedule, fee structure, and budget for the County's review and approval. The County will authorize services through issuance of individual task orders that will define in detail the final scope, schedule, fee structure, and budget for the work as agreed to between the County and the Consultant.

1.8 RFQ SCHEDULE

Following is the schedule for this RFQ. The dates shown below that are preceded by an asterisk are

tentative, provided for information only, and subject to change at the sole discretion of the County.

<u>2/23</u>	Date issued
<u>3/8</u>	Questions due, in writing, not later than 3:00 p.m. PST
<u>3/22</u>	Submittals due not later than 3:00 p.m. PST
<u>*3/25</u>	Begin evaluation of submittals
<u>*4/1</u>	Interviews, if deemed necessary
<u>*4/8</u>	Begin contract negotiations
<u>*4/23</u>	Contract awards

SECTION 2 – INFORMATION FOR PROPOSERS

This section provides information and instructions for proposers responding to this solicitation. The County reserves the right, at its sole discretion, to reject the proposal of any proposer that fails to comply with the instructions outlined herein.

2.1 SOLICITATION DOCUMENTS

All solicitation documents, including any addenda, are published on the Thurston County “Legal Notices and Announcements of Public Hearings” website at:

<https://www.thurstoncountywa.gov/tchome/Pages/legalnotices.aspx>

2.2 COUNTY CONTACT AND QUESTIONS

Prior to the award of a contract resulting from this solicitation, proposers are prohibited from contacting County staff other than the single point of contact for this RFQ as identified below. The single point of contact for this solicitation is:

Marisa Whisman
Thurston County Community Planning & Economic Development
3000 Pacific Ave SE, Suite 100
Olympia, WA 98501
(360)867-2104
marisa.whisman@co.thurston.wa.us

All questions related to this solicitation must be submitted in writing via email to the contact person identified above. For a question to be considered, the subject line of the email must state the following: “RFQ No.Questions.” Questions should be succinct and must include the submitter’s name, title, company name, company address, and email address. The County will accept questions related to this solicitation only by email and only to the contact person identified above. No verbal answers to questions by County personnel will be binding on the County.

2.3 ADDENDUM TO SOLICITATION

Any future revisions made to this solicitation as it was originally published will be executed by formal addendum issued by the County and shall become part of this solicitation. Proposers are cautioned that any written, electronic, or oral representations made by any County representative or other person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written addendum to this solicitation issued by the County. This solicitation and any subsequent addenda will be posted on the County website referenced in subsection 2.1. It is the sole responsibility of each proposer to ensure that they have obtained all addenda to this solicitation prior to submitting a proposal. Proposals that do not reflect information in issued addenda may be rejected by the County as nonresponsive.

2.4 CONTRACT FORM

This solicitation includes the County's standard Professional Consulting Services Contract in Section 5 in order to allow proposers an opportunity to review the terms and conditions. A proposal in response to this solicitation shall constitute acknowledgement that the proposer has thoroughly examined and is familiar with this standard contract. Proposers must include and clearly detail any requested exceptions, revisions, or additions to these contract terms and conditions in their submittal. The County shall negotiate with the successful proposer only those exceptions, revisions, or additions to the standard contract terms and conditions that were identified in the proposer's original submittal; however, the County does not guarantee its acceptance of any such exceptions, revisions, or additions noted by a proposer.

2.1 EXPENSES INCURRED

The County will not be responsible for any costs associated with participation in this RFQ including, 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.

2.2 OFFEROR INVESTIGATIONS

Each proposer is responsible for having determined the accuracy and/or completeness of the solicitation documents upon which it relied in making its proposal, and has an affirmative obligation to notify the County's contact person for this solicitation immediately upon discovery of an apparent or suspected inaccuracy, error in, or omission of any pages, drawings, sections, or addenda whose omission from the documents was apparent from a reference or page numbering or other indication in the solicitation documents.

Prior to responding to this solicitation, each proposer shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract and to verify any representations made by the County that the proposer will rely upon.

2.3 CHANGES AFTER SUBMISSION

Prior to the closing date and time, a proposer may make changes to its proposal through a written request to the County contact person for this solicitation, who shall allow the proposer to withdraw its sealed proposal for purposes of revising and resubmitting in accordance with the submission instructions outlined herein. No changes or resubmissions shall be made or allowed after the solicitation closes.

2.4 SUBMISSION CONFLICTS

Each proposer is responsible for ensuring the accuracy and completeness of its submission. In the event of any conflicts in content between the original, copies, and the electronic versions of the proposal, the original proposal shall prevail.

2.1 EX PARTE COMMUNICATIONS

All proposers shall conduct themselves with professional integrity and refrain from lobbying activities as described herein. During the procurement process, commencing with the issuance of this solicitation and continuing until the contract award, no employee, member, agent, vendor, advisor, or consultant of any proposer shall have ex parte communications, directly or indirectly, regarding this solicitation and procurement process with any employee, representative, or elected official of the County involved in this solicitation and/or procurement, except for communications expressly permitted by this solicitation. Any verified allegation of engagement in such prohibited communications or attempts to unduly influence the selection process may result, at the sole discretion of the County, in the disqualification of the proposer from this procurement process.

2.2 ETHICS AND CONFLICT OF INTEREST STATEMENT

Proposers shall not directly or indirectly offer anything of value, including promotional items, to any County employee or official involved in this solicitation and subsequent procurement process. In addition, a proposer shall not have any business interests or a close family or domestic relationship with any County employee or official who is, or will be, involved in this solicitation process and subsequent contract award, including but not limited to: receiving or evaluating proposals; selecting or negotiating with proposers; or drafting, signing, or administering the contract(s).

2.3 QUALIFICATION OF PROPOSERS

Each proposer may be required, before the award of any contract, to show to the complete satisfaction of the County that it has the necessary facilities, ability, insurance, and financial resources to comply with the contract and furnish the services, materials, or goods specified herein in a satisfactory manner. Each proposer may also be required to provide history and references that will enable the County to be satisfied as to the proposer's qualifications. Failure to meet the aforementioned requirements may cause the County, at its sole discretion, to reject a proposer's proposal.

2.4 BUSINESS LICENSE

Evidence of current license to do business in the State of Washington is not required at the time of proposal but shall be required of any firm engaged with the County in negotiations and prior to contract execution. If the State of Washington has exempted the firm from state licensing (e.g., the firm does not have a physical presence in the state), then proof of such exemption shall be required.

2.5 INSURANCE REQUIREMENTS

Prior to responding to this solicitation, interested firms should ensure that they can provide the insurance coverage requirements specified in the Contract document included in Section 5 of this solicitation. Formal proof of insurance shall be required during negotiations with the apparent successful proposer(s) and prior to contract execution. Proposers may also elect to provide insurance documents within their proposal.

2.6 INTEREST IN MORE THAN ONE PROPOSAL, AND COLLUSION

More than one proposal received in response to this solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected. Any or all proposals may be rejected if reasonable grounds exist for believing that collusion exists among any proposers. Proposers rejected under the above provisions may be disqualified if they respond to a re-solicitation for the same work.

2.7 CONTRACT AWARD IS IN THE BEST INTEREST

The County reserves the right to accept or reject proposals, to waive any informalities or irregularities therein, and to contract as the best interests of the County may require in order to obtain the services that best meet the needs of the County, as described in this solicitation. The County reserves the right to negotiate the modification of terms and conditions with the proposer(s) that offers the best value to the County in conjunction with the evaluation criteria contained herein prior to the execution of a contract in order to ensure a contract that is satisfactory to the County.

2.8 NONDISCRIMINATION

Thurston County hereby notifies all proposers that it will affirmatively ensure that all will be afforded full opportunity to submit proposals 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.

SECTION 3 – SUBMITTAL INFORMATION AND CONTENT

This Section provides the requirements for the content and organization of the Statement of Qualifications (SOQ). Submittal contents shall be assembled, identified, and arranged as specified below. Failure to include any of the requested contents and/or to arrange the contents in the order specified shall be cause for rejection of the submittal as nonresponsive. All documents and electronic media submitted to the County pursuant to this solicitation shall, upon receipt by the County, become the property of the County.

3.1 GENERAL SUBMITTAL STANDARDS

All submittals in response to this solicitation shall meet the following guidelines.

- A. Submittals must be received by the County at the location and by the date and time specified on the cover page and in section 3.2 of this solicitation, except as revised by addendum. Proposers are responsible for ensuring that their proposal arrives at the specified County location by the deadline. The County shall not be responsible for any delivery errors. Late submittals will not be accepted or considered.
- B. All pages of the submittal 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.
- C. The use of at least thirty percent (30%) recycled-content paper is encouraged.
- D. 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.
- E. Unnecessary attachments or documents not specifically asked for in this solicitation should be avoided. Elaborate or expensive art work, 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.

3.2 SUBMITTAL PROCEDURES

The proposer shall submit to the County in a sealed envelope/package that is clearly marked with the RFQ Number, RFQ Title, and Name of the Proposer:

- One (1) unbound original proposal marked as “original”; and
- One (1) electronic copy of the complete proposal in PDF format on a USB flash drive.

Submittals must be received by the County not later than 3:00 P.M. Pacific Standard Time (PST) on *3/8/24. Late submittals will not be accepted or considered. Timely submission is solely the responsibility of the respective proposer.

Sealed proposals must be delivered via certified mail, express delivery, or courier to:

Thurston County Community Planning and Economic Development
Department
3000 Pacific Ave SE Suite 100
Olympia, WA 98501

Submissions sent by fax or email will not be accepted as both hard copies and an electronic copy are required.

3.3 SUBMITTAL CONTENT

Submittals shall be assembled in accordance with the format specified below, and in the order specified. 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 submittal at its sole discretion.

Proposers shall adhere to the maximum page counts for proposal contents as 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. Submittal covers, table of contents, tabs, forms, and any attachments that 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.

THE REQUIRED PROPOSAL CONTENTS AND ORDER OF THE CONTENTS FOR THE PROPOSAL SHALL BE AS FOLLOWS.

Outside Covers

The front cover shall include: the RFQ name; proposal date; proposer's name and business address, email address, telephone number, web address, and contact person's name.

Submittal Form

Include one (1) fully executed copy of the **Submittal Form** that is provided in Section 6 – FORMS of this solicitation. The executed original of the Submittal Form shall have an original longhand signature and shall be included in the hard-copy proposal that is marked "Original." The additional required proposal copies may include photocopies of the original executed Submittal Form. Failure to include a fully completed Submittal Form using the form provided in this solicitation shall be cause for rejection of the entire proposal. The Submittal Form must be signed by a person authorized to legally bind the proposer.

TABBED SECTION #1: Letter of Interest With Minimum Qualifications Summary

The letter of interest shall not be more than three (3) pages and may contain any information not shown elsewhere in the proposals. It shall also clearly list each of the Minimum Qualifications in Section 1.6 of this solicitation and provide a detailed statement as to how the proposer meets each requirement. The County's determination as to whether a proposer meets the Minimum Qualifications shall be made from this letter of interest.

TABBED SECTION #2: Contract Terms and Conditions

Include a single page with a statement as to whether the proposer accepts, or requests any exceptions,

revisions, or additions to, the standard Professional Consulting Services Contract Terms and Conditions presented in Section 5 of this solicitation. The proposer shall include an explanation as to why such exception, revision, or addition is requested. Failure by the proposer to identify an exception, revision, or addition waives any later objections by the proposer to the standard contract terms and conditions provided herein.

TABBED SECTION #3: Firm's Qualifications, Experience, and References

Include the following information in this section, which shall not exceed four (4) pages total.

- A. Provide a description of the history and capabilities of your firm. Clearly describe your firm's experience in the development of habitat management plans, prairie restoration, conservation regulation, and whether the firm has specific experience working on such projects for Habitat Conservation Plans.
 - Office location(s) that will provide services under the on-call contract and number and types of employees at this location(s);
 - Identify the firm's primary office that will be providing services under the on-call contract;
 - A list of current applicable licenses, certifications, accreditations, and/or credentials for the firm's employees or other entities (e.g., subcontractor, laboratory) that demonstrate competency for the work that will be performed under the contract; and
 - A concise summary of the firm's general capabilities, qualifications, and experience in providing similar engineering and/or professional consulting services to government and/or public agencies.
- B. Government and/or Public Agency Experience

List the firm's previous government and/or public agency experience with on-call contracts and if none, state so. Also provide your firm's current and projected workload in addition to this project.
- C. Project Management

Describe the firm's approach to project management for complex projects including communication methods, quality control methods, and budget controls.
- D. Project Experience

Provide three (3) relevant project profiles demonstrating your team's capabilities on projects of similar scope, scale and complexity. Provide your analysis of how each project relates to this HCP Land Restoration Manager role. Clearly show which proposed team members worked on each project including their role. For each project provide a detailed description, the names of the project manager and key personnel, project start and end dates, initial budget and final cost, and client name and contact information.
- E. References

Provide a list of references consisting of at least three (3) clients to which the firm has provided services within the last seven (7) years. For each client listed, identify the specific services provided and the inclusive dates for provision of services (i.e., contract period). Also provide for each client listed, a valid contact name to be used as a reference, company and department name, title, full mailing address, email, and telephone number. Note that references for government and/or public agencies are preferred.

IMPORTANT NOTE: Proposers may submit qualifications for several or all items described in the Required Services, Restoration Efforts, Scope of Work sections 1.3 and 1.4 of this RFQ, or any combination thereof. For ease of evaluation by the County, proposers must provide ALL the information requested below for each qualification and may not reference or rely upon information provided in other Sections of the SOQ, even if that information is the same.

TABBED SECTION #4: Qualification to hold conservation easements for HCP Conservation Lands. As Easement Holder, This Includes Enforcement of All Terms of Conservation Easements on Conservation Lands and the Right to Access Lands for Monitoring Purposes, As Applicable

If the proposer DOES NOT want to provide this service, include this tabbed section with a single page that identifies the name of the firm along with the statement, “No submission for Service Category—Conservation Land Easement Holder

OR

If the proposer DOES want to provide this service, include this tabbed section, identify the name of the firm, and submit the following information, which shall not exceed seven (7) pages total.

- A. Provide a concise narrative of the firm’s capabilities, qualifications, and experience in providing the services requested under this Desired Service in Section 1.3 of this RFQ.
- B. List the physical address of the firm’s office location(s) that will be used to perform the majority of work under this Desired Service Category.
- C. Identify the firm’s Project Manager that will be assigned to this Service Category and provide the following information for that Project Manager.
 - Qualifications—Provide his/her/their name and title; name of firm where currently employed and number of years with that firm; total years of related work experience; and address of his/her/their primary work location/office. List his/her/their professional credentials, general work experience, and any certifications and licenses to perform the work.
 - General Experience—Indicate whether the Project Manager has experience providing services to government and/or public agencies. Provide a narrative of the specific experience that the Project Manager has in managing and coordinating multidisciplinary teams including coordinating multiple staff and projects, controlling costs, and ensuring timely high-quality deliverables.
 - Project Experience—Provide detailed descriptions of at least three (3) projects directly managed by the identified Project Manager within the past five (5) years that are similar to the services requested in this solicitation.
 - References—Provide names and valid contact information for at least three (3) professional client references that have worked directly with the Project Manager within the past seven (7) years and are familiar with his/her/their work.

- D. Identify the key personnel, other than the Project Manager, that will be assigned to the work performed under the Service Category. Note that key personnel are those that will be performing the majority of the work and may also include the direct supervisor of the personnel performing the work. For each key person, include his/her/their name and title; name of firm where currently employed and number of years with that firm; total years of related work experience; address of his/her/their primary work location/office; his/her/their personal credentials and any current certifications and licenses that demonstrate competency to perform the work; and related work experience including specific projects.
- E. List any other entities (e.g., subcontractor) that will be performing work under the Service Category, as well as current applicable licenses, certifications, accreditations, and/or credentials that demonstrate competency for the work that will be performed.
- F. List at least three (3) projects completed by the firm within the past five (5) years that are similar to the services requested under the Service Category. For each project listed, provide: a brief description, the names of the project manager and key personnel, project start and end dates, initial budget and final cost, and client name and contact information. Note that it is preferable that the list includes projects that include work performed by the key personnel and/or Project Manager identified above.

TABBED SECTION #5: Conducting Baseline, Effectiveness, and Compliance Monitoring on Prairie Conservation Sites to Evaluate Achievement of Performance Standards and Compliance with the Terms and Conditions of the Incidental Take Permit. Provide Data to Document the Progress of a Site from Baseline Conditions Toward Desired Future Conditions. Develop Baseline Documentation Reports, Site Management Plans, and Conservation Easements for Prairie Conservation Sites

If the proposer DOES NOT want to provide this service, include this tabbed section with a single page that identifies the name of the firm along with the statement, “No submission for Service Category– Prairie Sites - Baseline, Effectiveness, and Compliance Monitoring and Developing Conservation Easements.”

OR

If the proposer DOES want to provide this service, include this tabbed section, identify the name of the firm, and submit the information requested in Sections A through F under Tabbed Section #4 above, which shall not exceed seven (7) pages total.

TABBED SECTION #6: For Oregon Spotted Frog (OSF) Sites – Conduct Baseline, Effectiveness and Compliance Monitoring based on the procedures in the “Calculating Credits and Debits for Compensatory Mitigation in Wetlands of Western Washington” manual (Hruby 2012) to Evaluate Achievement of Performance Standards and Compliance with the Terms and Conditions of the Incidental Take Permit. Developing Baseline Documentation Reports, Site Management Plans, and Conservation Easements for Wetland Conservation Sites

If the proposer DOES NOT want to provide this service, include this tabbed section with a single page that identifies the name of the firm along with the statement, “No submission for Service Category– OSF Sites – Baseline, Effectiveness and Compliance Monitoring and Developing Conservation Easements.”

OR

If the proposer DOES want to provide this service, include this tabbed section, identify the name of the firm, and submit the information requested in Sections A through F under Tabbed Section #4 above, which shall not exceed seven (7) pages total.

TABBED SECTION #7: Implementation of Site Management and Adaptive Management Plans. Developing Long Term Monitoring Plans for HCP Conservation Lands. Collecting and Analyzing Subsequent Data to Inform Restoration Goals and Practices for Credit Release

If the proposer DOES NOT want to provide this service, include this tabbed section with a single page that identifies the name of the firm along with the statement, “No submission for Service Category– Implementation of Site Management and Adaptive Management Plans.”

OR

If the proposer DOES want to provide this service, include this tabbed section, identify the name of the firm, and submit the information requested in Sections A through F under Tabbed Section #4 above, which shall not exceed seven (7) pages total.

TABBED SECTION #8: Possession of Any Permits Required by Regulatory Agencies (state or federal) for the monitoring activities to be Conducted

If the proposer DOES NOT want to provide this service, include this tabbed section with a single page that identifies the name of the firm along with the statement, “No submission for Service Category– Holding Permits Required by Regulatory Agencies.”

OR

If the proposer DOES want to provide this service, include this tabbed section, identify the name of the firm, and submit the information requested in Sections A through F under Tabbed Section #4 above, which shall not exceed seven (7) pages total.

TABBED SECTION #9: Provide Environmental Restoration Design, Implementation, and Monitoring Services in South Puget Sound Prairie and Wetland HCP Conservation Lands

If the proposer DOES NOT want to provide this service, include this tabbed section with a single page that identifies the name of the firm along with the statement, “No submission for Service Category– Providing Environmental Restoration Design, Implementation, and Monitoring.”

OR

If the proposer DOES want to provide this service, include this tabbed section, identify the name of the firm, and submit the information requested in Sections A through F under Tabbed Section #4 above, which shall not exceed seven (7) pages total.

TABBED SECTION #10: Providing Monitoring Reports for Review by County and HCP Implementation Staff, to be incorporated into Annual Reports

If the proposer DOES NOT want to provide this service, include this tabbed section with a single page that identifies the name of the firm along with the statement, “No submission for Service Category– Providing Monitoring Reports.”

OR

If the proposer DOES want to provide this service, include this tabbed section, identify the name of the firm, and submit the information requested in Sections A through F under Tabbed Section #4 above, which shall not exceed seven (7) pages total.

TABBED SECTION #11: Management and Treatment of Non-native Plants. Enhancement and Reintroduction of Native Prairie Plants Known to Provide Nectar, Forage and Shelter for south Puget Sound Prairie butterflies, Birds, and the MPG Using Prescribed Burning, Mowing, Conservation Grazing (where applicable), Seeding, Outplanting, and Long-term Maintenance in Conservation Lands

If the proposer DOES NOT want to provide this service, include this tabbed section with a single page that identifies the name of the firm along with the statement, “No submission for Service Category– Non-native Plant Management and Native Plant Enhancement.”

OR

If the proposer DOES want to provide this service, include this tabbed section, identify the name of the firm, and submit the information requested in Sections A through F under Tabbed Section #4 above, which shall not exceed seven (7) pages total.

TABBED SECTION #12: Planning and Implementation of Prescribed Burns, Mowing, and Prescribed Grazing Efforts to Maintain Prairie Conditions

If the proposer DOES NOT want to provide this service, include this tabbed section with a single page that identifies the name of the firm along with the statement, “No submission for Service Category– Planning and Implementation of Prescribed Burns, Mowing, and Prescribed Grazing Efforts.”

OR

If the proposer DOES want to provide this service, include this tabbed section, identify the name of the firm, and submit the information requested in Sections A through F under Tabbed Section #4 above, which shall not exceed seven (7) pages total.

SECTION 4 – EVALUATION AND SELECTION

This Section describes the method the County will use to evaluate proposals received in response to this solicitation.

4.1 INITIAL SCREENING OF SUBMITTALS

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

4.2 EVALUATION CRITERIA

The County will evaluate and score the SUBMITTALS using the criteria listed below.

- The qualifications, experience, and ability of the individuals to provide the services requested in this solicitation.
- Understanding of project requirements, scope and tasks and quality of proposed approach to address the scope of work (Section #1 and #3).
- Familiarity with environmental regulatory requirements and Habitat Conservation Plans.
- Knowledge and experience in assessing the cost of development on relevant factors including, but not limited to, environmental constraints and market conditions.
- Capacity of the Respondent to perform the required work activities within the given time limitations, taking into consideration current and planned workload.
- Providing a competitive cost of services.

4.3 EVALUATION PROCESS

The County will evaluate and rank the Submittals according to the evaluation criteria in Section 4.2. At the County's discretion, the top-ranked proposers may be contacted and asked to submit more detailed or supplementary information and/or be invited to participate in interviews. If interviews are held, then the County will conduct a final evaluation of the proposers based on the criteria listed in Section 4.2 above.

4.4 SELECTION AND NEGOTIATION

The County shall select the highest-ranked proposer based on the criteria and evaluation process outlined above. In the event two or more proposers have the same final score, the County will initiate negotiations with the proposer who, in the sole opinion of the County, best meets the County's needs as outlined in this solicitation.

The County will then enter into negotiations with that firm to finalize the contract and the fee schedule. The County reserves the right to negotiate any aspect of the contract and/or fee schedule for purposes of executing a 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.

4.5 BOARD APPROVAL AND CONTRACT EXECUTION

The Department staff 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 consultant must sign the contract and provide any outstanding documents, including, but not limited to, certificates of insurance and W-9. The County will sign the contract only upon receipt of all required documents.

SECTION 5 - CONTRACT TERMS AND CONDITIONS

The following is a sample of the contract that will be entered into between Thurston County (the "County") and the successful proposer (the "Consultant") 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 and approval by the Board of County Commissioners prior to being submitted to that proposer for signature and final execution by the County.

PROFESSIONAL SERVICES CONTRACT

THURSTON COUNTY/_____.

THIS CONTRACT is entered into in duplicate originals between **THURSTON COUNTY**, a municipal corporation, with its principal offices at 3000 Pacific Ave SE Suite 100, Olympia, Washington 98501, hereinafter "**COUNTY**," and _____, with its principal offices at _____, hereinafter "**CONTRACTOR**."

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

1. DURATION OF CONTRACT

The term of this Contract shall begin on the date last executed below and shall terminate on _____.

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/or certification to perform the services set forth in this Contract.

The CONTRACTOR shall perform the following services:

a. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, which is 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. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed to by the parties.

e. The CONTRACTOR shall, from time to time, during the progress of the work, confer with the COUNTY. At the COUNTY'S request, the CONTRACTOR shall prepare and present status reports on its work.

3. SERVICES PROVIDED BY THE COUNTY

In order to assist the CONTRACTOR in fulfilling its duties under this Contract, the COUNTY shall provide the following:

- a. Relevant information as exists to assist the CONTRACTOR with the performance of the CONTRACTOR'S services.
- b. Coordination with other County Departments or other Consultants as necessary for the performance of the CONTRACTOR'S services.
- c. Services documents, or other information 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: _____
Fax Number: _____
E-mail Address: _____

b. For COUNTY:

Name of Representative: _____
Title: _____
Mailing Address: _____
City, State and Zip Code: _____
Telephone Number: _____
Fax Number: _____
E-mail Address: _____

5. COMPENSATION

a. For the services performed hereunder, the CONTRACTOR shall be paid based upon mutually agreed rates contained in Exhibit B, which is attached hereto and incorporated herein by reference. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed \$_____.

b. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract or supporting exhibits or attachments incorporated by reference into this Contract.

c. The CONTRACTOR may, in accordance with Exhibit B, submit invoices to the COUNTY not more often than once per month during the progress of the work for partial payment of work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY 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 (30) days from the date of receipt of billing.

d. The CONTRACTOR shall not be paid for services rendered under the CONTRACT unless and until they have been performed to the satisfaction of the COUNTY.

e. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) 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. "Substantial" for purposes of this Contract means faithfully fulfilling the terms of the contract with variances only for technical or minor omissions or defects.

f. Unless otherwise provided for in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for payment prior to the execution of the Contract or after its termination.

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 both parties and attached to this Contract. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTY.

7. HOLD HARMLESS AND INDEMNIFICATION

a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, losses, expenses, damages, and judgments of any nature whatsoever, including costs and attorneys fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the CONTRACTOR'S acts, errors or omissions or the acts, errors or omissions of its employees, agents,

subcontractors or anyone for whose acts any of them may be liable, in the performance of this Contract. Claims shall include, but not be limited to, assertions that information supplied or used by the CONTRACTOR or subcontractor infringes any patent, copyright, trademark, trade name, or otherwise results in an unfair trade practice. PROVIDED HOWEVER, that the CONTRACTOR'S obligations hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTY, its officers, officials, employees or agents. PROVIDED FURTHER, that in the event of the concurrent negligence of the parties, the CONTRACTOR'S obligations hereunder shall apply only to the percentage of fault attributable to the CONTRACTOR, its employees, agents or subcontractors.

b. In any and all claims against the COUNTY, its officers, officials, employees and agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the 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 under Worker's Compensation acts, disability benefits acts, or other employee benefits acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under Title 51 RCW. By executing the Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder.

c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the CONTRACTOR, the CONTRACTOR'S employees, agents or subcontractors.

8. INSURANCE

a. **Professional Legal Liability:** The CONTRACTOR, if he/she/they are a licensed professional, shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the CONTRACTOR'S profession and shall be written subject to limits of not less than \$1,000,000 per loss.

The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the CONTRACTOR'S services defined in this Contract. 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.

b. **Workers' Compensation (Industrial Insurance):** The CONTRACTOR shall maintain workers' compensation insurance as required by Title 51 RCW, and shall provide evidence of coverage to the Thurston County Risk Management Division.

The CONTRACTOR shall send to Thurston County at the end of each quarter written verification that premium has been paid to the Washington State Department of Labor and Industries for Industrial Insurance coverage. Alternatively, the CONTRACTOR shall provide certification of approval by the Washington State Department of Labor and Industries if self-insured for Workers Compensation.

c. **Commercial General Liability:** The CONTRACTOR shall maintain Commercial General Liability coverage for bodily injury, personal injury and property damage, subject to limits of not less than \$1,000,000 per loss. The general aggregate limit shall apply separately to this Contract and be no less than \$2,000,000.

- i. The CONTRACTOR shall provide Commercial General Liability coverage which does not exclude any activity to be performed in fulfillment of this Contract. Specialized forms specific to the industry of the CONTRACTOR will be deemed equivalent provided coverage is no more restrictive than would be provided under a standard Commercial General Liability policy, including contractual liability coverage.
- ii. The CONTRACTOR'S Commercial General Liability insurance shall include the COUNTY, its officers, officials, employees and agents with respect to performance of services, and shall contain no special limitations on the scope of protection afforded to the COUNTY as additional insured.
- iii. The CONTRACTOR shall furnish the COUNTY with evidence that the additional insured provision required above has been met. An acceptable form of evidence is the endorsement pages of the policy showing the COUNTY as an additional insured.
- iv. If the CONTRACTOR'S liability coverage is written as a claims made policy, then the CONTRACTOR must evidence 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.
- v. If the Contract is over \$50,000 then the CONTRACTOR shall also maintain Employers Liability Coverage with a limit of not less than \$1 million.

d. **Automobile Liability:** The CONTRACTOR shall maintain Business Automobile Liability insurance with a limit of not less than \$1,000,000 each accident combined Bodily Injury and Property Damages. Coverage shall include owned, hired and non-owned automobiles.

e. Other Insurance Provisions:

- i. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected and appointed officers, officials, employees and agents.
- ii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.
- iii. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- iv. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
- v. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.
- vi. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced.

f. **Verification of Coverage and Acceptability of Insurers:** 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.

- i. Certificates of Insurance shall show the Certificate Holder as Thurston County and include c/o of the Office or Department issuing the Contract. The address of the Certificate Holder shall be shown as the current address of the Office or Department.
- ii. Written notice of cancellation or change shall be mailed to the COUNTY at the following address:

Attn: Risk Analyst
Human Resources
3000 Pacific Ave SE
Olympia, Washington 98501

- iii. The CONTRACTOR shall furnish the COUNTY with properly executed certificated of insurance or a signed policy endorsement which shall clearly evidence all insurance required in this section prior to commencement of services. The certificate will, at a minimum, list limits of liability and coverage. The certificate will provide that the underlying insurance contract will not be canceled or allowed to expire except on thirty (30) days prior written notice to the COUNTY.
- iv. 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.

9. TERMINATION

a. The COUNTY may terminate this Contract for convenience in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) 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 date of such 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, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision of the Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by the COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract are allowable.

c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) 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 under subsection a of this section.

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

a. The CONTRACTOR shall perform the terms of the 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.

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 CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

11. 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.

12. 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 the work on this project and under this Contract and shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules or regulations.

e. The CONTRACTOR agrees to immediately remove any of its employees 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.

13. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract.

14. INSPECTION OF BOOKS AND RECORDS

The COUNTY may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep all records required by this Contract for six (6) years after termination of this Contract for audit purposes.

15. 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 status, sexual orientation or the presence of any disability. Implementation of this provision shall be consistent with RCW 49.60.400.

16. OWNERSHIP OF MATERIALS/WORK PRODUCED

a. Material produced in the performance of the work under this Contract shall be “works for hire” as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTY. This material includes, but is not limited to, books, computer programs, plans, specifications, documents, films, pamphlets, reports, sound reproductions, studies, surveys, tapes, and/or training materials. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The COUNTY agrees that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless therefore to the extent such use is agreed to in writing by the CONTRACTOR.

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 job using the word processing program and version specified by the COUNTY.

17. 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 and/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 18.

18. 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.

19. 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 the Contract no longer exists, the COUNTY may, in its sole discretion, terminate this Contract.

20. ENTIRE AGREEMENT

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.

21. 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 may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately if personally served. For service by facsimile, service shall be effective upon receipt during working hours. If a facsimile is sent after working hours, it shall be effective at the beginning of the next working day.

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

CONTRACTOR:

Thurston County, Washington

Firm: _____

By: _____

By: _____

Title: _____

Signature: _____
(Authorized Representative)

Date _____

Date _____

Title: _____

Address: _____

Approved as to Form by the Prosecuting Attorney's Office
Reviewed 1/5/05

EXHIBIT A

PROFESSIONAL SERVICES CONTRACT
THURSTON COUNTY/_____

SCOPE OF SERVICES

1. The services to be performed by the CONTRACTOR under this Contract, which are described in Section 1.3 of the Contract (SERVICES PROVIDED BY THE CONTRACTOR), may include the following elements, based on the services selected by the firm and/or firms, and are set forth as follows:
 - **Develop Site Management Plans** for each New Reserve within 12 months of land acquisition, which includes site-specific objectives for habitat enhancement, performance standards, and management actions to protect covered species and their habitat. Sites will be restored and enhanced, then managed and maintained in accordance with the Site Management Plan in perpetuity, and must demonstrate the desired future condition lift above baseline.
 - **Implement habitat enhancement activities**, including prescribed burning, targeted herbicide application, invasive species management, mowing and seeding, and long-term maintenance on existing protected reserves, to increase the long-term habitat stability and conservation benefit of these lands and provide essential support for their covered species populations.
 - **Conduct Effectiveness and Compliance Monitoring** on all HCP Conservation Lands to determine the success of habitat enhancement and management and achievement of performance standards, and to evaluate compliance with the terms and conditions of the Incidental Take Permit. Monitoring will be conducted according to protocol, based on the procedures for quantifying credits in the credit-debit methodology described in the HCP, and also following the procedures in the “Calculating Credits and Debits for Compensatory Mitigation in Wetlands of Western Washington” manual (Hruby, 2012) for Oregon spotted frog conservation sites. Monitoring will be measured by tracking Covered Species status (including distribution and abundance) and habitat condition relative to the Performance Standards, and providing the data to document the progress of a site from baseline conditions toward the desired future conditions identified in the Site Management Plan.
 - **Exercise site-level adaptive management practices.** Address uncertainties related to the response of Covered Species and associated habitat to restoration, enhancement, management and maintenance efforts. Detect declines in covered species status or in habitat quality and function (e.g., increasing invasive shrub species populations) and adjust management practices within the Site Management Plan to restore habitat quality and function.
 - **As easement holder, enforce all terms of conservation easements** on Conservation Lands and the right to access lands for monitoring purposes, as applicable.

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):

In order to assist the CONTRACTOR in fulfilling its duties hereunder, the COUNTY shall provide the following:

- a. Parcel maps
- b. Site access and access information
- c. Title reports for each parcel as needed
- d. Review, feedback and guidance as needed for development of Site Management Plans, mitigation implementation, and monitoring reports

EXHIBIT B

HABITAT RESTORATION MANAGER PROFESSIONAL SERVICES CONTRACT

THURSTON COUNTY/_____

EXHIBIT B
COMPENSATION

The CONSULTANT'S compensation under this Contract, which is described in Section 5 of the Contract (COMPENSATION), is set forth as follows:

1. The COUNTY will authorize services through issuance of individual task orders that will define in detail the scope of work, schedule, fee structure, and budget for the work as agreed to between the COUNTY and the CONSULTANT.

2. Attached is the CONSULTANT'S accepted labor and reimbursement rates that will be used for the basis of the fee structure and budget for each task order.

SECTION 6– FORMS

The Submittal Form and the Service Category Form, both of which must be completed by the proposer for inclusion in the submittal, are presented in this section on the following pages.

- **Submittal Form** – The one-page Submittal Form must be completed in entirety and executed by a person authorized to legally and contractually bind the proposer, or the submittal may be rejected by the County. The executed Submittal Form must be included in the submission as directed in Section 3.3 of this solicitation.
- **Service Category Form** – The one-page Service Category Form lists the Required Services and Scope of Work Categories that are described in detail in Section 1.1 of this solicitation. Proposers must indicate on the form, those Service Categories under which they want to provide services. The completed Service Category Form must be included in the submission as directed in Section 3.3 of this solicitation

SUBMITTAL FORM

**REQUEST FOR QUALIFICATIONS
PROFESSIONAL CONSULTING SERVICES FOR THURSTON COUNTY**

SEALED PROPOSALS WILL ONLY BE RECEIVED AT: Thurston County Community Planning and Economic Development Department, 3000 Pacific Ave SE, Suite 100, Olympia, Washington 9850 1.

PROPOSALS ARE DUE NOT LATER THAN: 3:00 p.m. PDT on March 22, 2024

THE SOLICITATION DOCUMENTS, including any addenda, are published on the Thurston County “Legal Notices and Announcements of Public Hearings” website at
<https://www.thurstoncountywa.gov/tchome/Pages/legalnotices.aspx>

THE UNDERSIGNED UNDERSTANDS AND ACKNOWLEDGES THAT THE SOLICITATION AND ALL ADDENDA HAVE BEEN EXAMINED PRIOR TO SUBMISSION OF A STATEMENT OF QUALIFICATIONS.

THE PROPER FULL LEGAL NAME OF THE FIRM OR ENTITY RESPONDING TO THIS SOLICITATION MUST BE WRITTEN IN THE SPACE PROVIDED BELOW. THIS PROPOSAL FORM MUST BE FULLY AND ACCURATELY COMPLETED AND SIGNED BELOW BY A PERSON AUTHORIZED TO LEGALLY AND CONTRACTUALLY BIND THE OFFEROR, OR THE PROPOSAL MAY BE REJECTED IN ENTIRETY:

AUTHORIZED SIGNATURE _____

PRINTED NAME _____

TITLE _____

COMPANY NAME _____

COMPANY ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

PHONE _____ FAX _____

EMAIL _____

TAX ID NUMBER _____

IS THE COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WASHINGTON? YES _____ NO _____

NAME/TITLE OF COMPANY CONTACT _____

CONTACT'S PHONE _____

CONTACT'S EMAIL _____

SERVICE CATEGORY FORM**REQUEST FOR QUALIFICATIONS (RFQ) NO. THURSTON COUNTY HABITAT CONSERVATION PLAN
IMPLEMENTATION SUPPORT**

Proposers may submit qualifications for one, all, or any combination of the Service Categories listed in Sections 1.3 and 1.4 of this solicitation. Proposers shall indicate on the form below, "yes" for those Service Categories for which they want to provide services and submit qualifications and "no" for all other Service Categories. **Note that proposers must include the appropriate submittal contents as outlined in Section 3.3 for each and every Service Category.**

COMPANY NAME _____

SERVICE CATEGORY (See RFQ Sections 1.3 & 1.4 for category details.)	DOES PROPOSER WANT TO PROVIDE SERVICES UNDER CATEGORY?	
	YES	No
Conservation Easement Holder (SOQ tabbed Section # 4)		
Prairie Sites – Baseline, Effectiveness, and Compliance Monitoring and Development of Conservation Easements (SOQ tabbed Section # 5)		
OSF Sites – Baseline, Effectiveness, and Compliance Monitoring and Development of Conservation Easements (SOQ tabbed Section # 6)		
Implementation of Site Management Plan and Adaptive Management Plans (SOQ tabbed Section # 7)		
Holding Permits Required by Regulatory Agencies (SOQ tabbed Section # 8)		
Providing Environmental Restoration Design, Implementation Services and Monitoring (SOQ tabbed Section # 9)		
Provide Monitoring Reports (SOQ tabbed Section # 10)		
Non-native Plant Management and Native Plant Enhancement (SOQ tabbed Section # 11)		
Planning and Implementation of Prescribed Burns, Mowing and Prescribed Grazing Efforts (SOQ tabbed Section # 12)		