



Thurston County, Washington
3000 Pacific Ave SE
Olympia, Washington 98501

REQUEST FOR PROPOSAL (RFP) 034-2023-PW-R001 ANALYTICAL LAB TESTING SERVICES

Solicitation Documents

All solicitation documents, including any addenda, are published on the Thurston County website at: <https://www.thurstoncountywa.gov/tchome/Pages/rfprfq.aspx>

Proposal Due Date

Proposals are due by 3:00 p.m. PT on March 16, 2023

Proposal Acceptance Location

Sealed Proposal will only be received by:

Thurston County Public Works
9605 Tilley Road S, Suite C
Olympia, Washington 98512
Office Hours: 8:00 a.m. to 5:00 p.m., Monday through Friday
Phone: 360-867-2300

Pre-Proposal Conference

There will be no scheduled Pre-Proposal Conference

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

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ANALYTICAL LAB TESTING SERVICES

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ANALYTICAL LAB TESTING SERVICES

ACRONYMS AND ABBREVIATIONS

ASTM	American Society for Testing and Materials
BoCC	Board of County Commissioners
CPI	Consumer Price Index
County	Thurston County, Washington, Public Works Department
DOE	Washington State Department of Ecology
DOH	Washington State Department of Health
EIM	Environmental Information Management
EPA	Environmental Protection Agency
MSW	Municipal Solid Waste
PHSS	Thurston County Public Health and Social Services
PPQ	Past Performance Questionnaire
PT	Pacific Time
QA/QC	Quality Assurance/Quality Control
RCW	Revised Code of Washington
RFP	Request for Proposals
USB	Universal Serial Bus
WAC	Washington Administrative Code
WARC	Thurston County Waste and Recovery Center

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ANALYTICAL LAB TESTING SERVICES

SECTION 1 – INTRODUCTION/PURPOSE

1.1 INTRODUCTION

Thurston County, Washington, Public Works Department is soliciting Proposals from qualified companies to provide Analytical Lab Testing Services on a routine and on-call basis. It is the County's intent to establish a Contract with one or more qualified companies for analytical lab testing services on a routine and "as needed" or on-call basis as budget allows. Although the contract(s) are intended primarily to support the Public Works Department, other County departments with areas of oversight in public facilities may also use the Contract(s) after coordination with the Public Works Department.

1.2 PURPOSE

It is the purpose of this solicitation to secure services from one or more qualified companies that will provide routine and as needed analytical lab testing services needed to support environmental compliance of the County's landfill and water resources programs.

1.3 MINIMUM QUALIFICATIONS:

Following are the minimum qualifications and licensing requirements that proposing companies must meet in order to submit a response to this RFP. Proposals must clearly show compliance to these minimum qualifications. Proposals that are not clearly responsive to these minimum qualifications shall be rejected by the County without further consideration.

- A. Must be legally qualified, licensed, insured, staffed, and equipped to perform the relevant work.
- B. Must be an accredited laboratory by Washington State Department of Ecology authorized to test the specific type of analytes.
- C. Must have a minimum of five (5) years of experience in providing analytical lab services.
- D. Must not have current or past (within the last 5 years) significant citation, violation, administrative order, judgment, or other enforcement action regarding improper operational, safety or environmental activity.
- E. Must have experience in working with local government in Washington State and knowledge of Washington State laws and statutes.

1.4 PROCUREMENT NOTIFICATION:

This solicitation is a formal competitive procurement and will be advertised in 'The Olympian' and is open to all qualified companies. All solicitation documents, including addenda, are published on the Thurston County website at the below link:

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

SECTION 2 – OVERVIEW OF SERVICES REQUESTED

2.1 DESCRIPTION

The Contractor will be required to provide routine analytical lab testing for periodic sampling collected by the County as part of the monitoring programs for wastewater, groundwater, leachate, and stormwater. In addition, the Contractor will respond to on-call task order requests from the County for specific lab analysis work as the need arises at the rates established under the Contract. The Contractor shall be responsible for performing all work as described in the task orders issued under the Contract, and all individuals and entities performing the work shall have the appropriate licenses, certifications, accreditations, and/or credentials that demonstrate competency for that work.

2.2 BACKGROUND INFORMATION

- A. Public Works is responsible for maintaining over 1,000 miles of road, 140 bridges, 3,000 culverts, and numerous stormwater treatment facilities; operating three water utilities, four sewer utilities, a solid waste transfer station, a closed landfill, two drop-box facilities, multiple campus sites; managing noxious weeds and facilitating lake programs; maintaining several parks and trails; and providing general public works services to the citizens of unincorporated Thurston County.
- B. Thurston County Public Works Solid Waste Division operates a closed landfill at the Waste and Recovery Center (WARC) located at, 2420 Hogum Bay Road NE, Olympia, WA 98516. The WARC operates as the main transfer station accepting municipal solid waste (MSW) from municipal, commercial, and self-haul (public) customers. The WARC site includes the Hawks Prairie Closed Landfill which was capped and closed in April 2000. The closed landfill is maintained by the County, and currently monitored and controlled in accordance with regulatory post-closure reporting requirements per the Washington Administrative Code (WAC 173-351) for groundwater, leachate, landfill gas and stormwater. Closed landfill operations and maintenance remain with the County.
- C. Thurston County Water Resources Division operates four wastewater treatment facilities and is required to conduct lab testing on wastewater influent and effluent in accordance with the Department of Ecology permitting requirements. In addition, the Water Resources Division operates three water utilities and is required to conduct lab testing on groundwater in accordance with Department of Health requirements.

2.3 STATEMENT OF WORK

The scope of services may include, but is not limited to:

- A. Supply bottles, storage/shipping containers (coolers), labels, custody seals and/or forms.
- B. Accept delivery of samples shipped from Thurston County Public Works to testing lab.
- C. Provide pick-up of samples from Thurston County Public Works locations or from the bus station/other means of transportation agreed to that is nearest to the lab.

- D. Analyze physical and chemistry samples using the appropriate method within the required holding times.
- E. Provide rush (24 to 48-hours) turnaround, weekend or overtime services on request.
- F. Provide and maintain a Chain of Custody form for each sample batch.
- G. Maintain a quality assurance program and conduct all quality control testing required by the analytical method and certifying authorities.
- H. Submit electronic format Analytical and Quality Assurance/Quality Control (QA/QC) results and reports that are uploadable to the Washington Environmental Information Management (EIM) System, and in Microsoft Excel or Access within the specified turnaround time.
- I. Coordinate with regulatory agencies, other County departments, consultants, and contractors.
- J. Other types of services requested by the County that are consistent with the intent of this RFP.

See Attachment 1 Statement of Work which provides additional details regarding specific types of testing, frequency, turnaround times, and deliverables that may be required.

2.4 CONTRACT PERIOD AND BUDGET

The County anticipates the Contract will be for a maximum duration of five (5) years with an initial one-year term and four one-year renewal options. Option renewals will be exercised at the sole discretion of the County. The Contract value will be for a maximum of **\$1,000,000.00**. 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 as verified by delivered lab results.
- B. Rates shall include all direct and indirect costs and profit. Rates may be adjusted no more than once annually at time of the option renewal. Compensation will be adjusted by no more than 80% of the Consumer Price Index (CPI) – W Seattle-Tacoma-Bellevue (April to April) or as agreed to by the parties.
- C. The completed Rate Schedule at Attachment 3 will be incorporated into the executed Professional Services Contract.
- D. Timely delivery of lab results is critical to complying with reporting deadlines to regulatory agencies. Contractor payments shall be reduced by 10% for each week deliverables are delinquent. Fractional weeks will be pro-rated. For example, if results are two weeks late, the compensation due shall be reduced by 20%.

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

ACTIVITY	EST. DATE
RFP Issuance	2/23/2023
Pre-Proposal Inquiries Due	3/10/2023
Proposal Due	3/16/2023
Proposal Evaluations/Negotiations	3/30/2023
Executed Contract	4/25/2023

3.2 PRE-PROPOSAL CONFERENCE/SITE VISIT

There will be no scheduled Pre-proposal Conference or Site Visit.

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 (mail or e-mail) to Thurston County Public Works, to the attention of:

Dawn Ashton, Procurement/Contract Specialist

Thurston County Public Works

9605 Tilley Road S., Suite C

Olympia, WA 98512

Dawn.Ashton@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 3:00 p.m. (PT) on March 10, 2023.

No communication regarding this RFP should be directed to any other County official or employee. All pre-proposal inquiries will be responded to in the form of a written addenda.

3.4 EXAMINATION BY PROPOSER

Each Proposer is responsible for examining the RFP, including the sample Professional Services Contract, (Attachment 4) 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 that 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., 3:00 p.m. PT 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., 3:00 p.m. PT 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 proposed professional 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 that 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. Proposals prepared in accordance with the RFP will be received by the County at the address below, until 3:00 p.m., PT on the Proposal Due Date. Sealed Proposals must be delivered via certified mail, express delivery, or courier to the address below. Submissions sent by fax or electronically (e.g., email) will not be accepted. Late Proposals will not be considered for selection and will be returned to the Proposer unopened. The County is not responsible for late or misdirected delivery of Proposals.
- B. Proposer must submit in a sealed package one (1) original, one (1) duplicate copy set, and one (1) electronic copy of the Proposal and Attachments. The original shall be marked ORIGINAL and all other hard copies marked COPY. Proposer shall submit its Proposal, an exact duplicate of the original Proposal on USB Flash Drive in Adobe Acrobat™ format Version 7.0 or higher. If multiple flash drives are used, Proposer shall label the content on each disk/drive. Each package shall be clearly marked on the outside with the following label:

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RFP Opening Date & Time

Proposer's name and address shall be on the outside of the envelope or container. Deliver responses to:

Thurston County Public Works
9605 Tilley Road S, Suite C
Olympia, Washington 98512
ATTN: Dawn Ashton, Procurement/Contract Specialist

4.2 PROPOSAL FORMAT – GENERAL

- 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.
- H. 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 that 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 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.

4.3 PROPOSAL CONTENTS

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

Outside Covers

The front cover shall be of plain white stock with text and graphics limited to: the RFP number; 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.

Proposal Form

Include one (1) fully executed copy of the **Proposal Form** that is provided in Attachment 2 – FORMS of this solicitation. The executed original of the Proposal Form shall have an original longhand signature in blue ink 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 Proposal Form. Failure to include a fully completed Proposal Form using the form provided in this solicitation shall be cause for rejection of the entire Proposal. The Proposal Form must be signed by a person authorized to legally bind the Proposer.

TABBED SECTION #1: Minimum Qualifications Summary

Provide a single page that clearly lists each of the Minimum Qualifications in Section 1.3 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 Proposal page.

TABBED SECTION #2: Contract Terms and Conditions

Include a single page with a 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 4 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. 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.

TABBED SECTION #3: Summary of Company's Qualifications and Experience

Include the following information in this section:

- A. General Information - Provide a narrative with general information about the company, including:
- A description and history of the company including general expertise and experience, size, facility, service locations, and resources (staff and equipment). (Not to exceed 6 pages)
 - 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 (e.g., subcontracted lab) that demonstrate competency for the work that will be performed under the Contract. Provide proof of laboratory accreditation by the Washington State Department of Ecology Laboratory Accreditation Program. (No page limit)
 - A copy of the company's Certificate of Insurance or evidence that Liability Limits can be met. (Not to exceed 5 pages)
 - Any additional information the Proposer feels is relevant to the general qualifications of the Proposal. (Not to exceed 5 pages)

TABBED SECTION #4: Relevant Experience/Past Performance (References)

Include the following information in this section, which shall not exceed two (2) pages for Relevant Experience and two (2) pages for Past Performance for a total of four (4) pages per reference. Information to be submitted on the Attachment 5 – RELEVANT EXPERIENCE/PAST PERFORMANCE FORM.

- A. COMPANY'S EXPERIENCE: Submit three (3) recent, relevant service projects by completing Attachment 5, Page 1.

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

Relevant is defined as services of similar size, scope, and complexity to the services in this solicitation. See Statement of Work (Attachment 1) for characteristics.

- B. COMPANY'S PAST PERFORMANCE: Proposer will submit a completed Past Performance Questionnaire (PPQ) on each of the three (3) service projects submitted under paragraph A above. Proposer shall have the project owner/reference complete Attachment 5, Page 2 of the form using the adjectival rating prescribed in Attachment 5, 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 PPQ from a client prior to the Proposal due date, submit the PPQ with the Proposal indicating attempts to obtain the information. Note: Thurston County reserves the right to contact other references.

TABBED SECTION #5: Organizational Structure/Key Personnel

Include the following information in this section, which shall not exceed two (2) pages for the organizational chart and two (2) pages per Resume.

- A. ORGANIZATIONAL STRUCTURE: Submit an organizational chart that clearly shows how the team will be structured and the interrelationships. This chart shall show lines of authority within the team. Include any subcontractors to be used to fulfill terms of the services. Identify who within the organization will have final authority for the program/services.
- B. KEY PERSONNEL: Submit resumes of key personnel that will be assigned to the team. At a minimum submit Resumes for: (1) Program/Project Manager, (2) Quality Assurance/Quality Control Manager, (3) and Chemists. Information requirements for the resume are provided on Attachment 6 – Key Personnel Resume Format. The resumes must clearly present the separate credentials of each proposed team member and must provide a concise summary of each individual's separate duties and responsibilities as proposed for the Contract. Resumes are to include educational qualifications, professional certifications/licenses, years of experience, tenure with the laboratory, and at least 3 examples of similar service projects.

TABBED SECTION #6: Technical Approach

Include the following information in this section, which shall not exceed twenty (20) pages not including the sample report.

- A. Describe how the program will be organized and managed.
- B. Identify which services specified can be performed by your lab and which will be subcontracted out. Describe the interrelationship and coordination between your lab and the subcontractor.
- C. Identify your normal operating hours and the latest time during normal operating hours that samples may be submitted. Confirm if your company can provide rush (24 to 48-hour turnaround), overtime, or weekend services.
- D. Describe how your lab preserves the integrity of samples during transport and during storage prior to analyses.
- E. Describe your laboratory quality control protocol (Method blanks, Method Spike/Duplicates, and Surrogates, etc.) Please be specific in details, including types of surrogates used, frequency, and precision and accuracy.
- F. Describe how your lab reports data qualifiers and non-detects.
- G. Provide a sample Lab Analysis Report that demonstrates compliance with EPA, ASTM and Washington State regulations.
- H. Confirm if your company is able to format data such that it can be directly loaded into the Washington Ecology Environmental Information Management (EIM) System.
- I. Address challenges/risks and how those will be mitigated.

TABBED SECTION #7: Offerings and Rate Schedule

- A. Submit Pricing on Attachment 3 –Offerings and Rate Schedule including the following:
 - 1. Analyte
 - 2. Analytical Method or #
 - 3. Standard Turnaround Time (Business Days)
 - 4. Unit of Measure
 - 5. Unit Price
 - 6. Multiplier/Price for Expedited Services (24 to 48 hour turnaround)
 - 7. Pickup fee for each location
 - 8. Discount
 - 9. Any other charges/fees
- B. Rates shall be inclusive of all costs including, but not limited to direct, indirect, and profit excluding state and local sales tax.
- C. Rates may be adjusted annually for inflation in line with exercising the option renewal and will be based on 80% of the CPI-W for Seattle-Tacoma-Bellevue or other agreed upon method.
- D. Proposer shall submit a rate for all analyte tests.

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 that 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
Minimum Qualifications identified in para 1.3 have been met	Go/No Go
Company's Qualifications and Experience Proposer is a registered licensed business currently performing analytical lab testing services. Proposer and subcontractors have the requisite permits, certifications and accreditations. Proposer has the appropriate facilities, size, location and resources for providing services. Proposer has demonstrated ability to meet Insurance Liability Limits.	20

Proposer has the expertise and experience that meet/exceed the needs of the County.	
Relevant Experience and Past Performance Proposer demonstrated recent relevant experience for similar services with other clients. Proposer received positive evaluations on past performance in terms of Quality, Timeliness, Cost/Budget, Management/Business Relations, Regulatory and Overall Customer Satisfaction from references.	10
Organizational Structure/Key Personnel Proposed organizational structure is efficient and effective. Proposed team has the requisite credentials, education, and experience. Proposed Key Personnel have appropriate tenure with the laboratory.	20
Technical Approach The management approach is practical and efficient including coordination with subcontractors. The laboratory hours for accepting samples and response times meet/exceed County needs. The laboratory has an effective method of preserving the integrity of samples. The laboratory has an effective Quality Control Protocol and method of reporting data qualifiers and non-detects. The sample Lab Report is comprehensive and organized in a manner that clearly demonstrates compliance with EPA, ASTM and Washington State regulations. The lab results/data can be provided in a format for direct upload into the EIM System. Challenges and risks are appropriately identified with a reasonable mitigation plan.	40
Offerings & Cost Proposer has a comprehensive offering of lab tests. Proposed Unit Prices for lab tests are reasonable. Proposer offers pickup at a reasonable fee. Proposer offers discount.	50
TOTAL	140
Interview	20
TOTAL	160

5.3 INTERVIEWS

Interviews will be held at the sole option 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 will evaluate and rank the Proposals according to the evaluation criteria in Section 5.2. If interviews are held, then the County 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 may award **multiple Contracts** from this solicitation based on best value. The County will select the highest-ranked qualified Proposer(s) based on the criteria and evaluation process outlined above. The County will initiate negotiations (as necessary) with the Proposer(s) 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(s) on any aspect of the Contract and/or rate schedule for purposes of executing the Contract(s).

Although the County may open discussions with the highest-ranked Proposer(s), consideration or negotiations resulting in a Contract are not guaranteed. If the County is unsuccessful in negotiating with the selected Proposer(s) 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(s), and so on, until an agreement is reached with one or more 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 (BoCC) prior to any Contract award.

Once the County has finalized and issued a Contract for signature, the successful Contractor(s) 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(s) only upon receipt of all required documents.

SECTION 6 - CONTRACT TERMS AND CONDITIONS

Attachment 4 is a sample of the Professional Services Contract that will be entered into between Thurston County and the successful Proposer(s) with incomplete information to be added based upon the final negotiations between the County and the successful Proposer(s). 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 BoCC 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
Professional Legal Liability	\$1,000,000 each occurrence
Workman's Compensation	Statutory (Title 51 RCW)
Employers Liability	\$1,000,000 each accident
General Liability (combined bodily injury/property damage)	\$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Liability (combined bodily injury/property damage)	\$1,000,000 each occurrence

A Certificate of Insurance executed on the appropriate form must be submitted prior to execution of the Contract.

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 2 Proposal Form** – The one-page Proposal Form must be completed in entirety and executed by a person authorized to bind the Proposer legally and contractually, or the Proposal may be rejected by the County. The executed Proposal Form must be included in the submission as directed in Section 3.4 of this solicitation.
- **Attachment 3 Rate Schedule** – Proposers must complete the Rate Schedule for all items that are offered. Proposers may add substitute tests that meet requirements.
- **Attachment 5 Relevant Experience/Past Performance** - The completed Relevant Experience/Past Performance Questionnaire or statement(s) indicating attempts to contact project owners shall be submitted with the Proposal to be considered responsive.

- **Attachment 6 Resume** - Completed resumes shall be submitted with the Proposal to be considered responsive.

ATTACHMENT 1

Statement of Work

REQUEST FOR PROPOSAL (RFP) NO. 034-2023-PW-R001

Analytical Laboratory Testing Services

1.0 INTRODUCTION/BACKGROUND

Thurston County Public Works is responsible for maintaining over 1,100 miles of road, 133 bridges, 3,000 culverts, and numerous stormwater treatment facilities; operating three water utilities, four sewer utilities, a solid waste transfer station, a closed landfill, two drop-box facilities, multiple campus sites; managing noxious weeds and facilitating lake programs; maintaining several parks and trails; and providing general public works services to the citizens of unincorporated Thurston County.

The County does not have the necessary resources in-house to perform required analytical lab testing services necessary to maintain environmental compliance of our closed landfill and water resources programs.

The County anticipates the need for these services on a routine and 'as needed' basis as follows:

- A. Thurston County Solid Waste Division operates a closed landfill at the Waste and Recovery Center (WARC) located at 2420 Hogum Bay Road NE, Olympia, WA 98516. The WARC operates as the main transfer station accepting municipal solid waste (MSW) from municipal, commercial, and self-haul (public) customers, as well as organics processing, recyclable materials drop off, and collection of household hazardous waste.

The WARC site includes the Hawks Prairie Closed Landfill which was capped and closed in April 2000. The closed landfill is operated and maintained by the County, and currently monitored and controlled in accordance with regulatory post-closure reporting requirements per the Washington Administrative Code (WAC) 173-351 for groundwater, leachate, landfill gas and stormwater.

Public Works is responsible for the collection of samples from the closed landfill and testing by an accredited analytical laboratory.

The County requires quarterly and annual groundwater reporting in compliance with regulatory requirements (Washington Administrative Code (WAC) 173-351).

- B. Public Works Water Resources Division manages stormwater runoff, mitigates flooding, and provides clean drinking water and sewage treatment for a cleaner healthier environment.

The Water Resources Division operates four Waste Water Treatment facilities located at Boston Harbor, Grand Mound, Olympic View, and Tamoshan and is required to conduct lab testing on wastewater influent and effluent in accordance with the Department of Ecology permitting requirements.

Analytical Laboratory Testing

The Water Resources Division operates three water utilities located at Boston Harbor, Grand Mound, and Tamoshan and is required to conduct lab testing on groundwater in accordance with Department of Health requirements.

Public Works is responsible for the collection of samples and testing by an accredited analytical laboratory to confirm compliance with applicable regulatory requirements. The required frequency for testing can vary from biweekly to annually depending upon the tested parameter.

- C. Thurston County may require lab testing in support of other programs which will be authorized on an 'on-call basis'.

2.0 SCOPE OF WORK

Contractor will provide all management, materials, equipment, labor, and other items necessary to provide analytical laboratory testing and reporting services for various samples collected by the County on both a routine and 'as needed basis'.

Laboratory testing will be performed at an Accredited Laboratory facility approved by Washington State Department of Ecology for the type of constituent being analyzed.

The laboratory services to be provided include, but are not limited to the following:

A. Project Management and Coordination

1. Provide a designated Program/Project Manager(s) for the duration of the Contract.
2. Supply bottles, storage/shipping containers (coolers), labels, and custody seals and/or forms. Sample bottles shall be approved for the analytical methods listed in the Tables below, shall contain appropriate preservatives, be capped tightly, and delivered as arranged by the Thurston County Field Sampler. Locations and frequency are as follows:

Location	Sample Type	Quantity	Frequency
WARC	Groundwater	15	Quarterly
WARC	Leachate	Varies	Monthly
WARC	Storm Water	Varies	Per rain event
Boston Harbor	Potable & Non-Potable Water	Varies	Bi-weekly
	Solid Metals	Varies	Annually
Grand Mound	Potable & Non-Potable Water	Varies	Monthly
	Solid Metals	Varies	Twice Annually
Olympic View		Varies	Annually

Analytical Laboratory Testing

Tamoshan	Potable & Non-Potable Water	Varies	Bi-weekly
	Solid Metals	Varies	Annually

The lab shall notify Thurston County at the beginning of the Contract of the lead time it needs for timely delivery of storage/shipping containers.

3. Coordinate scheduling of lab services with designated County representative(s). The County will be responsible for the collection of samples, labeling containers, placing into coolers with packing ice and taped closed with custody seals, and shipping or requesting pickup. Coordination includes accepting delivery of lab samples sent via Federal Express (FedEX), United Postal Service (UPS), Dalsey, Hillblom and Lynn (DHL) or bus. If bus service is used, the County will notify the Laboratory so that it can arrange pickup at the nearest bus station. No extra payment for pickup from bus station will be made. The County may request pickup of samples from the owner's site. Additional charges for this service shall be included as a separate cost item in the Pricing Schedule.
4. The laboratory may offer pickup and drop-off at the Public Works Tilley Campus at least two days per week.
5. Manage Chain of Custody forms. All samples will remain under the control of the sampling team until shipment receipt by the analytical laboratory. A chain of custody will be maintained for the samples following industry standard chain of custody procedures. The Chain of Custody Form also doubles as an Analysis Request Sheet. The entries on the Chain of Custody Form will match the designations on the sample containers.
6. Provide required lab results/reports.

B. Sampling and Testing

1. WARC Closed Landfill Groundwater Testing & Analysis:

Thurston County has a requirement for quarterly and annual testing per Washington Administrative Code (WAC) 173-351 for groundwater and leachate based on the below Table 1 – Event Schedule and Test Samples:

Table 1 – Event Schedule and Test Samples

Sampling Month	Constituents for Analysis (a)
January	Appendix I and II
April	Appendix I and II
July	Appendix I, II, and III
October	Appendix I and II

- a. Constituents for analysis are listed in Appendices of Washington Administrative Code (WAC) 173-351-99.

Public Works staff will collect samples from 15 wells, 1 leachate sample, and 3 Quality Control (QC) samples (trip blank, field blank, and duplicate).

Duplicate samples will be collected for one well during each sampling event to provide intra-sample variability.

Analytical Laboratory Testing

- b. Blank samples will be collected for this sampling program and compared to evaluate sources of introduced contamination. The following types of blank samples may be used for this sampling program.
- Trip blanks are clean matrix samples taken from the laboratory to the location of sampling and transported back to the laboratory without exposure to sampling procedures. Trip blanks will be provided by the laboratory and carried with the sampling equipment throughout the sampling event to evaluate shipping and laboratory sources of contamination.
 - Field blanks may be obtained for this sampling program. Field blanks are samples of analyte-free water poured into sampling containers in the field to include the total conditions of sampling and laboratory sources of contamination.
 - Method Blanks are samples prepared to represent the matrix as closely as possible. Method blanks are prepared and analyzed similarly to field samples by the laboratory, to assess contamination introduced during sample preparation activities.
 - Instrument blank samples are blank samples analyzed with field samples by the laboratory, to assess the presence of instrument contamination.

Note: The number of samples is subject to modification if sampling wells are added or subtracted.

2. WARC Leachate Testing & Analysis

Leachate monitoring samples will be collected monthly by the County from up to four monitoring stations on the landfill property. This site is regulated under-Chapter 90.48 RCW and as stipulated in the City of Lacey discharge permit No. LA-004.

The leachate monitoring program will be implemented as described, unless modification is mandated by State regulations, Federal regulations, local County Health Department requirements, or LOTT requirements.

During the summer months the leachate pretreatment lagoon may be drained for maintenance. During this time and during extended dry conditions influent or effluent leachate testing may not be required.

Each sampling event shall be in accordance with Table 2.

Table 2 – Event Schedule and Test Samples

Event Frequency	Analyte Name	Test Method	No. of Samples/event	Reporting Limit
Monthly	Ammonia	335.2 SM4500-CN-C	3	5mg/l
	5-Day BOD	405.1 SM5210	3	1mg/l
	TSS	SM2540E	3	1mg/l
	Arsenic	6010/200.7, 7470	1	0.05mg/l
	Cadmium	6010/200.7, 7470	1	0.002mg/l
	Chromium (Total)	6010/200.7, 7470	1	0.005mg/l

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	Chromium (Hexavalent)*	6010/200.7, 7470		0.01mg/l
	Copper	6010/200.7, 7470	1	0.002mg/l
	Cyanide (Total)	335.2 SM4500-CN-C	1	0.005mg/l
	Cyanide (Free)*	335.2 SM4500-CN-C		
	Lead	6010/200.7, 7470	1	0.02mg/l
	Mercury	6010/200.7, 7470	1	0.0001mg/l
	Nickel	6010/200.7, 7470	1	0.01mg/l
	Oil and Grease (Polar & Non Polar)	1664	1	5.2mg/l
	Silver	6010/200.7, 7470	1	0.003mg/l
	Zinc	6010/200.7, 7470	1	0.004mg/l
*Test only if Total exceeds 0.25mg/l				

Thurston County is required by permit to produce a monthly Discharge Monitoring Report (DMR) to the regulatory agency(s) no later than the 15th day of the month following the completed reporting period. To meet this requirement Thurston County must have the analytical results for leachate a minimum of 7 days prior to the 15th day of the month. Emailed lab results will be sufficient. Lab results shall be submitted within 14 days of receipt of the samples or by the 7th day of the following month, whichever is sooner.

3. Water Resources: Drinking Water & Analysis

Regular testing of drinking water samples is required by Department of Health. Required tests and methods are listed in Table 3.

Table 3 - Drinking Water Test Samples

IOC's Complete	Analyte DOH Number	Analyte Name	Result range	Maximum Contaminant Level	State Reporting Limit	Units
	10	MANGANESE	EQ	0.05	0.01	mg/L
	14	SODIUM	EQ		5	mg/L
	15	HARDNESS	EQ		10	mg/L
	16	CONDUCTIVITY	EQ	700	70	Umhos/cm
	17	TURBIDITY	EQ		0.1	NTU
	18	COLOR	EQ	15	15	CU
	19	FLUORIDE	EQ	4	0.2	mg/L
	21	CHLORIDE	EQ	250	20	mg/L
	22	SULFATE	EQ	250	50	mg/L
	26	TDS-TOTAL DISSOLVED SOLIDS	EQ	500	100	mg/L
	4	ARSENIC	LT	0.0104	0.001	mg/L
	5	BARIUM	LT	2	0.1	mg/L
	6	CADMIUM	LT	0.005	0.001	mg/L

Analytical Laboratory Testing

7	CHROMIUM	LT	0.1	0.007	mg/L
8	IRON	LT	0.3	0.1	mg/L
9	LEAD	LT		0.001	mg/L
11	MERCURY	LT	0.002	0.0002	mg/L
12	SELENIUM	LT	0.05	0.002	mg/L
13	SILVER	LT	0.1	0.1	mg/L
20	NITRATE-N	LT	10	0.5	mg/L
23	COPPER	LT		0.02	mg/L
24	ZINC	LT	5	0.2	mg/L
110	BERYLLIUM	LT	0.004	0.0003	mg/L
111	NICKEL	LT	0.1	0.005	mg/L
112	ANTIMONY	LT	0.006	0.003	mg/L

IOC Lead & Copper	Analyte DOH Number	Analyte Name	Result Range	Maximum Contaminant Level	State Reporting Limit	Units
	9	LEAD	EQ		0.001	mg/L
	23	COPPER	EQ		0.02	mg/L

VOC's						
	27	CHLOROFORM	EQ		0.5	ug/L
	28	BROMODICHLOROMETHANE	EQ		0.5	ug/L
	29	DIBROMOCHLOROMETHANE	LT		0.5	ug/L
	30	BROMOFORM	LT		0.5	ug/L
	45	VINYL CHLORIDE	LT	2	0.5	ug/L
	46	1,1 DICHLOROETHYLENE	LT	7	0.5	ug/L
	47	1,1,1 TRICHLOROETHANE	LT	200	0.5	ug/L
	48	CARBON TETRACHLORIDE	LT	5	0.5	ug/L
	49	BENZENE	LT	5	0.5	ug/L
	50	1,2 DICHLOROETHANE	LT	5	0.5	ug/L
	51	TRICHLOROETHYLENE	LT	5	0.5	ug/L
	52	1,4 DICHLOROBENZENE	LT	75	0.5	ug/L
	53	CHLOROMETHANE	LT		0.5	ug/L
	54	BROMOMETHANE	LT		0.5	ug/L
	55	CHLOROETHANE	LT		0.5	ug/L
	56	METHYLENE CHLORIDE(DICHLOROMETHANE)	LT	5	0.5	ug/L
	57	TRANS- 1,2 DICHLOROETHYLENE	LT	100	0.5	ug/L
	58	1,1 DICHLOROETHANE	LT		0.5	ug/L
	59	2,2 DICHLOROPROPANE	LT		0.5	ug/L

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60	CIS- 1,2 DICHLOROETHYLENE	LT	70	0.5	ug/L
62	1,1 DICHLOROPROPENE	LT		0.5	ug/L
63	1,2 DICHLOROPROPANE	LT	5	0.5	ug/L
64	DIBROMOMETHANE	LT		0.5	ug/L
65	CIS- 1,3 DICHLOROPROPENE	LT		0.5	ug/L
66	TOLUENE	LT	1000	0.5	ug/L
67	1,1,2 TRICHLOROETHANE	LT	5	0.5	ug/L
68	TETRACHLOROETHYLENE	LT	5	0.5	ug/

HAA5's	Analyte DOH Number	Analyte Name	Result range	Maximum Contaminant Level	State Reporting Limit	Units
	312	DICHLOROACETIC ACID	EQ		1	ug/L
	413	TRICHLOROACETIC ACID	EQ		1	ug/L
	415	DIBROMOACETIC ACID	EQ		1	ug/L
	416	HAA(5)	EQ	60.4		ug/L
	411	MONOCHLOROACETIC ACID	LT		2	ug/L
	414	MONOBROMOACETIC ACID	LT		1	ug/L

THM's	Analyte DOH Number	Analyte Name	Result range	Maximum Contaminant Level	State Reporting Limit	Units
	27	CHLOROFORM	EQ		0.5	ug/L
	28	BROMODICHLOROMETHANE	EQ		0.5	ug/L
	29	DIBROMOCHLOROMETHANE	EQ		0.5	ug/L
	31	TOTAL TRIHALOMETHANE	EQ	80.4		ug/L
	30	BROMOFORM	LT		0.5	ug/L

Micro- biological	Analyte DOH Num	Analyte Name	Result Range	Maximum Contaminant Level	State Reporting Limit	Units
	1	TOTAL COLIFORM	EQ			/100ml

Radionuclides	Analyte DOH Number	Analyte Name	Result Range	Maximum Contaminant Level	State Reporting Limit	Units
	166	RADIUM 228	LT	5	1	pCi/L
	41	GROSS ALPHA (MINUS URANIUM)	LT	15		pCi/L
	165	GROSS ALPHA	LT		3	pCi/L
	42	GROSS BETA	LT	50	4	pCi/L

SOC's Herbicides	Analyte DOH Number	Analyte Name	Result Range	Maximum Contaminant Level	State Reporting Limit	Units
	37	2,4 - D	LT	70	0.1	ug/L
	38	2,4,5 TP (SILVEX)	LT	50	0.2	ug/L
	134	PENTACHLOROPHENOL	LT	1	0.04	ug/L
	135	2,4 DB	LT		1	ug/L
	136	2,4,5 T	LT		0.4	ug/L
	137	DALAPON	LT	200	1	ug/L
	138	DICAMBA	LT		0.2	ug/L
	139	DINOSEB	LT	7	0.2	ug/L
	140	PICLORAM	LT	500	0.1	ug/L
	220	BENTAZON	LT		0.5	ug/L
	221	DICHLORPROP	LT		0.5	ug/L
	223	ACIFLUORFEN	LT		2	ug/L
	224	CHLORAMBEN	LT		0.2	ug/L
	225	DCPA ACID METABOLITES	LT		0.1	ug/L
	226	3,5 DICHLORBENZOIC ACID	LT		0.5	ug/L
	228	4- NITROPHENOL	LT		0.5	ug/L

SOC's Pesticides	Analyte DOH Number	Analyte Name	Result Range	Maximum Contaminant Level	State Reporting Limit	Units
	33	ENDRIN	LT	2	0.01	ug/L
	34	LINDANE (BHC - GAMMA)	LT	0.2	0.02	ug/L
	35	METHOXYCHLOR	LT	40	0.1	ug/L
	36	TOXAPHENE	LT	3	1	ug/L
	117	Alachlor	LT	2	0.2	ug/L
	118	ALDRIN	LT		0.1	ug/L
	119	ATRAZINE	LT	3	0.1	ug/L
	120	BENZO (A) PYRENE	LT	0.2	0.02	ug/L
	121	BUTACHLOR	LT		0.1	ug/L
	122	CHLORDANE (TOTAL)	LT	2	0.2	ug/L
	123	DIELDRIN	LT		0.1	ug/L
	124	DI (ETHYLHEXYL) ADIPATE	LT	400	0.6	ug/L
	125	DI (ETHYLHEXYL) PHthalATE	LT	6	0.6	ug/L
	126	HEPTACHLOR	LT	0.4	0.04	ug/L
	127	HEPTACHLOR EPOXIDE	LT	0.2	0.02	ug/L
	128	HEXACHLOROBENZENE	LT	1	0.1	ug/L
	129	HEXACHLOROCYCLO PENTADIENE	LT	50	0.1	ug/L
	130	METOLACHLOR	LT		0.1	ug/L

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131	METRIBUZIN	LT		0.1	ug/L
132	PROPACHLOR	LT		0.1	ug/L
133	SIMAZINE	LT	4	0.07	ug/L
134	PENTACHLOROPHENOL	LT	1	0.04	ug/L
153	PCB (AS TOTAL AROCHLORS)	LT	0.5	0.5	ug/L
173	AROCHLOR 1221	LT		20	ug/L
174	AROCHLOR 1232	LT		0.5	ug/L

Analyte DOH Number	Analyte Name	Result Range	Maximum Contaminant Level	State Reporting Limit	Units
9	LEAD	EQ		0.001	mg/L
23	COPPER	EQ		0.02	mg/L

4. Water Resources: Waste Water Testing & Analysis

Regular testing of wastewater samples (wastewater influent, effluent, and biosolids) is required by each treatment plant's National Pollutant Discharge Elimination System (NPDES) permit and the Puget Sound Nutrient General Permit. Required tests and methods are listed in Table 4.

Table 4 – Waste Water/Sewer Test Samples

Analyte Name	Test Method
Ammonia Nitrogen	4500NH3C
TKN	4500NorgB
Nitrate Nitrogen	300
Nitrite Nitrogen	300
Total Phosphorus	4500-P B,E
Ortho-phosphate	4500-P E
Fecal Coliform	9222
Total Organic Carbon	5310C
CBOD	5120B
BOD 5	5210
COD	
Dissolved Oxygen	4500
pH	4500H
Total Solids	2540
Total Dissolved Solids	2540C
Total Suspended Solids	2540 D
Fecal Coliform per dry gram (MPN) solids	multiple tube fermentation
Total Solids	2540G

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Biosolids testing for class B biosolids		
Salmonella in sewage sludge		MSRV Medium
Arsenic		200.8
Cadmium		200.8
Copper		200.8
Lead		200.8
Mercury		200.8
Molybdenum		200.8
Nickel		200.8
Selenium		200.8
Zinc		200.8
Ammonia Nitrogen		4500NH3C
Total kjeldahl Nitrogen		4500NorgB
Total Organic Nitrogen		
Nitrate		300
Total Solids		2540G

Thurston County is required by permit to produce a monthly discharge monitoring report (DMR) to the regulatory agency(s) no later than the 15th day of the month following the completed reporting period. To meet this requirement, Thurston County must have the analytical results a maximum of 21 days after the sample is received or the 10th day of the following month or sooner. Emailed lab results will be sufficient.

C. Laboratory Data Review (applicable to Landfill Groundwater Testing)

Analytical data generated as a result of this scope of work will be evaluated by the Thurston County Environmental Health Department licensed hydrogeologist (LHG) QA/QC coordinator, to ensure that the data meets the requirements of the project as specified herein. The QA coordinator will evaluate the data following Level III data validation guidelines. These guidelines require surrogate recoveries, matrix spikes, duplicates, and method blank results reported by the laboratory, but no raw data of instrument calibration information is submitted for review. These guidelines are found in the following references:

- U.S. Environmental Protection Agency, October 2004. USEPA Laboratory Program National Functional Guidelines for Inorganic Data Review. OSWER 9240.1-45, EPA 540-R-04-004.
- U.S. Environmental Protection Agency, October 2004. USEPA Laboratory Program National Functional Guidelines for Organic Data Review. OSWER 9240.1-05A-P, EPA 540/R-99/008.

D. Laboratory Deliverables

1. Solid Waste: Landfill Groundwater Laboratory results package shall be submitted electronically in the EIM format. Hardcopies to be submitted upon request.
2. Water Resources: Water and Sewer Laboratory results package shall be

Analytical Laboratory Testing

submitted electronically in a pdf. Hardcopies to be provided with invoice monthly.

3.0 Order Execution

A. On-call Orders:

1. Field Manager will notify laboratory of delivery or pickup required.
2. Laboratory shall respond within the appropriate holding times to ensure quality control.
3. Laboratory will provide results in accordance with the deliverable schedule.
4. Late delivery of lab analysis report will result in a reduction in price.

B. Payment Schedule:

1. Company may bill once a month. Separate invoices shall be submitted for (1) Solid Waste Division and (2) Water Resources Division. Invoices for Solid Waste Division shall be further delineated by Groundwater tests and Leachate tests. Invoices for Water Resources Division shall be further delineated by Water tests and Sewer tests.
2. Invoices are to be submitted within 30 calendar days from completion of the work.
3. Invoices are to be sent via email to the Thurston County Public Works Accounts Payable in-box address: PWAP@co.thurston.wa.us. Subject line of email should include Contract #, Department Division (Solid Waste or Water Resources), and Sampling Location.
4. Invoices are to be sent as a single document and may be in pdf or word format and the contents of the invoice shall include:
 - Company Name and Address.
 - Remittance terms and instructions.
 - Invoice Number and Date.
 - Billing Period for which Invoice is being submitted.
 - Sampling Location(s).
 - Amount due on the Invoice.
 - Detailed Breakout of each lab test, unit rate, quantity, extended amount and any additional charges.
5. Payments will be made within 30 calendar days of receipt of a proper invoice.

ATTACHMENT 2

PROPOSAL FORM

REQUEST FOR PROPOSAL (RFP) NO. 034-2023-PW-R001

Analytical Laboratory Testing Services

SEALED PROPOSALS WILL ONLY BE RECEIVED AT: Thurston County Public Works, 9605 Tilley Road S, Suite C, Olympia, Washington 98512.

PROPOSALS ARE DUE NOT LATER THAN: 3:00 p.m. local time on March 16, 2023.

THE SOLICITATION DOCUMENTS, including any addenda, are published on the Thurston County website at the following location <https://www.thurstoncountywa.gov/tchome/Pages/rfprfq.aspx>.

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

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 PROPOSER, OR THE PROPOSAL MAY BE REJECTED IN ITS 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 _____

ALL PROPOSERS MUST COMPLETE THIS SECTION

Proposer 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 _____

Attachment 3

Analytical Laboratory Testing Services

Offerings and Rate Schedule**A. Groundwater Test and Analysis**

1	2	3	4	5	6	7
Analytes	Matrix	Analytical Method	Turnaround Time	U/M	Unit Price	Expedited Unit Price or Markup
Total Metals (Sb,As,Ba,Be,Cd,Cr,Co,Cu,Pb,I,SE,Ag,Tl,V,Zn)	Water	EPA 200.8				
Diss Metals (Sb,As,Ba,Be,Cd,Cr,Co,Cu,Pb, i,Se,Ag,Tl,V,Zn) FF	Water	EPA 200.8				
Nitrate	Water	EPA 300.0				
Volatiles Low Level	Water	EPA 8260C				
Total Metals (Ca, Mg,K,a)	Water	EPA 200.7 Rev 4.4				
Chloride & Sulfate	Water	EPA 300.0				
Total and Bicarbonate Alkalinity	Water	EPA SM 2320B				
Dissolved Metals (Fe,Mn), field filtered	Water	EPA 200.7 Rev 4.4				
T C, singleton	Water	EPA SM 5310B				
Solids, Total Dissolved (TDS)	Water	EPA SM 2540C				
Solids, Total Suspended (TSS)	Water	EPA SM 2540D				
Nitrogen, Ammonia	Water	EPA 350.1				
Volatiles (long list Spike)	Water	EPA 8260B				
Semivolatiles (long list spike)	Water	EPA 8270C				
Pesticides	Water	EPA 8081A				
Herbicides	Water	EPA 8151A				
Metals	Water	EPA 6010C				
Cyanide, Total	Water	EPA 9012A				
Mercury	Water	EPA 7470A				
Sulfide	Water	EPA 9034				
PCBs	Water	EPA 8082A				

Charge for Pickup from WARC:

Discount Offered:

Additional Charges:

Notes:

1. Complete Columns 4 through 7
2. Column 4 refers to standard turnaround and should be expressed in business days.
3. Column 5 refers to Unit of Measure
4. Column 6 Unit Prices shall include all direct, indirect costs and profit excluding sales tax.

5. Column 7 represents the markup for Rush Services equal to 24 to 48 hour turnaround.

B. Leachate Test and Analysis

1	2	3	4	5	6	7
Analytes	Matrix	Analytical Method	Turnaround Time	U/M	Unit Price	Expedited Unit Price or Markup
5-Day Biochemical Oxygen Demand (BOD 5)	Water					
Cadium, total	Water					
Chromium, toatal	Water					
Total Suspended Solids (TSS)	Water					
Ammonia	Water					
Arsenic, total	Water					
Cyanide (Total)	Water					
Cyanide (Free)	Water					
Fats Oils and Grease of animal or vegetable origin	Water					
Hydrocarbon-based oils and grease	Water					
Copper, total	Water					
Lead, total	Water					
Pickup Charge from WARC	Water					
Mercury, total	Water					
Molybdeum, total	Water					
Nickel, total	Water					
Selenium, total	Water					
Silver, total	Water					
Zinc, total	Water					

Charge for Pickup from WARC:

Discount Offered:

Additional Charges

Notes:

1. Complete Columns 4 through 7
2. Column 4 refers to standard turnaround and should be expressed in business days.
3. Column 5 refers to Unit of Measure
4. Column 6 Unit Prices shall include all direct, indirect costs and profit excluding sales tax.
5. Column 7 represents the markup for Rush Services equal to 24 to 48 hour turnaround.

C. Drinking Water Test and Analysis

1	2	3	4	5	6	7
IOCs Complete	Analyte DOH Number	Analyte Name	Turnaround Time	U/M	Unit Price	Expedited Unit Price or Markup
	10	MANGANESE				
	14	SODIUM				
	15	HARDNESS				
	16	CONDUCTIVITY				
	17	TURBIDITY				
	18	COLOR				
	19	FLUORIDE				
	21	CHLORIDE				
	22	SULFATE				
	26	TDS-TOTAL DISSOLVED SOLIDS				
	4	ARSENIC				
	5	BARIUM				
	6	CADMIUM				
	7	CHROMIUM				
	8	IRON				
	9	LEAD				
	11	MERCURY				
	12	SELENIUM				
	13	SILVER				
	20	NITRATE-N				
	23	COPPER				
	24	ZINC				
	110	BERYLLIUM				
	111	NICKEL				
	112	ANTIMONY				
		Complete IOSs Panel				
IOC Lead & Copper	Analyte DOH Number	Analyte Name				
	9	LEAD				
	23	COPPER				
VOCs						
		Complete VOCs Panels				
	27	CHLOROFORM				
	28	BROMODICHLOROMETHANE				
	29	DIBROMOCHLOROMETHANE				
	30	BROMOFORM				
	45	VINYL CHLORIDE				

1	2	3	4	5	6	7
	46	1,1 DICHLOROETHYLENE				
	47	1,1,1 TRICHLOROETHANE				
	48	CARBON TETRACHLORIDE				
	49	BENZENE				
	50	1,2 DICHLOROETHANE				
	51	TRICHLOROETHYLENE				
	52	1,4 DICHLOROBENZENE				
	53	CHLOROMETHANE				
	54	BROMOMETHANE				
	55	CHLOROETHANE				
	56	METHYLENE CHLORIDE(DICHLOROMETHANE)				
	57	TRANS- 1,2 DICHLOROETHYLENE				
	58	1,1 DICHLOROETHANE				
	59	2,2 DICHLOROPROPANE				
	60	CIS- 1,2 DICHLOROETHYLENE				
	62	1,1 DICHLOROPROPENE				
	63	1,2 DICHLOROPROPANE				
	64	DIBROMOMETHANE				
	65	CIS- 1,3 DICHLOROPROPENE				
	66	TOLUENE				
	67	1,1,2 TRICHLOROETHANE				
	68	TETRACHLOROETHYLENE				
HAA5s	Analyte DOH Number	Analyte Name				
		Complete HAA5's Panel				
	312	DICHLOROACETIC ACID				
	413	TRICHLOROACETIC ACID				
	415	DIBROMOACETIC ACID				
	416	HAA(5)				
	411	MONOCHLOROACETIC ACID				
	414	MONOBROMOACETIC ACID				
THMs	Analyte DOH Number	Analyte Name				
		Complete THMs Panel				

1	2	3	4	5	6	7
	27	CHLOROFORM				
	28	BROMODICHLOROMETHANE				
	29	DIBROMOCHLOROMETHANE				
	31	TOTAL TRIHALOMETHANE				
	30	BROMOFORM				
Micro-biological	Analyte DOH Num	Analyte Name				
	1	TOTAL COLIFORM				
Radionuclides	Analyte DOH Number	Analyte Name				
	166	RADIUM 228				
	41	GROSS ALPHA (MINUS URANIUM)				
	165	GROSS ALPHA				
	42	GROSS BETA				
SOCs Herbicides	Analyte DOH Number	Analyte Name				
		Complete Herbicides Panel				
	37	2,4 - D				
	38	2,4,5 TP (SILVEX)				
	134	PENTACHLOROPHENOL				
	135	2,4 DB				
	136	2,4,5 T				
	137	DALAPON				
	138	DICAMBA				
	139	DINOSEB				
	140	PICLORAM				
	220	BENTAZON				
	221	DICHLORPROP				
	223	ACIFLUORFEN				
	224	CHLORAMBEN				
	225	DCPA ACID METABOLITES				
	226	3,5 DICHLORBENZOIC ACID				
	228	4- NITROPHENOL				
SOCs Pesticides	Analyte DOH Number	Analyte Name				
		Complete SOC's Panels				
	33	ENDRIN				

1	2	3	4	5	6	7
	34	LINDANE (BHC - GAMMA)				
	35	METHOXYCHLOR				
	36	TOXAPHENE				
	117	Alachlor				
	118	ALDRIN				
	119	ATRAZINE				
	120	BENZO (A) PYRENE				
	121	BUTACHLOR				
	122	CHLORDANE (TOTAL)				
	123	DIELDRIN				
	124	DI (ETHYLHEXYL) ADIPATE				
	125	DI (ETHYLHEXYL) PHTHALATE				
	126	HEPTACHLOR				
	127	HEPTACHLOR EPOXIDE				
	128	HEXACHLOROBENZENE				
	129	HEXACHLOROCYCLO PENTADIENE				
	130	METOLACHLOR				
	131	METRIBUZIN				
	132	PROPACHLOR				
	133	SIMAZINE				
	134	PENTACHLOROPHENOL				
	153	PCB (AS TOTAL AROCHLORS)				
	173	AROCHLOR 1221				
	174	AROCHLOR 1232				
	Analyte DOH Number	Analyte Name				
	9	LEAD				
	23	COPPER				

Charge for Pickup from Tilley Campus:

Discount Offered:

Additional Charges:

Notes:

1. Complete Columns 4 through 7
2. Column 4 refers to standard turnaround and should be expressed in business days.
3. Column 5 refers to Unit of Measure
4. Column 6 Unit Prices shall include all direct, indirect costs and profit excluding sales tax.
5. Column 7 represents the markup for Rush Services equal to 24 to 48 hour turnaround.

D. Wastewater/Sewer Test and Analysis

1	2	3	4	5	6	7
Analyte Name		Standard Method	Turnaround Time	U/M	Unit Price	Expedited Unit Price or Markup
Ammonia Nitrogen		4500NH3C				
TKN		4500NorgB				
Nitrate Nitrogen		300				
Nitrite Nitrogen		300				
Total Phosphorus		4500-P B,E				
Ortho-phosphate		4500-P E				
Fecal Coliform		9222				
Total Organic Carbon		5310C				
CBOD		5120B				
BOD 5		5210				
COD						
Dissolved Oxygen		4500				
pH		4500H				
Total Solids		2540				
Total Dissolved Solids		2540C				
Total Suspended Solids		2540 D				
Fecal Coliform per dry gram (MPN) solids		multiple tube fermentation				
Total Solids		2540G				
Biosolids testing for class B biosolids						
Salmonella in sewage sludge		MSRV Medium				
Arsenic		200.8				
Cadmium		200.8				
Copper		200.8				
Lead		200.8				
Mercury		200.8				
Molybdenum		200.8				
Nickel		200.8				
Selenium		200.8				
Zinc		200.8				
Ammonia Nitrogen		4500NH3C				
Total Kjeldahl Nitrogen		4500NorgB				
Total Organic Nitrogen						
Nitrate		300				
Total Solids		2540G				

Charge for Pickup from Tilley Campus:

Discount Offered:

Additional Charges:

Notes:

1. Complete Columns 4 through 7
2. Column 4 refers to standard turnaround and should be expressed in business days.
3. Column 5 refers to Unit of Measure
4. Column 6 Unit Prices shall include all direct, indirect costs and profit excluding sales tax.
5. Column 7 represents the markup for Rush Services equal to 24 to 48 hour turnaround.

ATTACHMENT 4

PROFESSIONAL SERVICES CONTRACT

THURSTON COUNTY / [CONTRACTOR].
[Analytical Laboratory Testing Services]

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, Washington 98501, hereinafter "**COUNTY**," and [NAME OF COMPANY], with its principal offices at [contractor address], 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 April 25, 2023, and shall terminate on [April 24, 2024], unless extended via Amendment to the Contract.

This Contract shall be for a maximum of five (5) years including: one base year and four 1-year renewal options. Option renewals shall be at the sole discretion of the County. 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/or certification to perform the services set forth in this Contract.

The CONTRACTOR shall perform the following services:

[Provide analytical lab testing and reporting services on a routine and 'on-call' basis in support of environmental regulatory compliance of Thurston County solid waste and water resources programs.]

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.

Contract No.:
Project Title:

ATTACHMENT 4

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: _____

ATTACHMENT 4

b. For COUNTY:

(1) Solid Waste Program

Name of Representative: Gerald Tousley

Title: Solid Waste Facility Operations Manager

Mailing Address: 2420 Hogum Bay Rd NE

City, State and Zip Code: Olympia, WA 98516

Telephone Number: 360-867-2900

E-mail Address: gerald.tousley@co.thurston.wa.us

(2) Water Resources Program

Name of Representative: Kevin Patching

Title: Utilities Supervisor

Mailing Address: 9605 Tilley Road South

City, State and Zip Code: Olympia, WA 98512

Telephone Number: 360-867-2288

E-mail Address: kevin.patching@co.thurston.wa.us

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 **\$[1,000,000.00]**, unless otherwise amended.

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.

Contract No.:
Project Title:

ATTACHMENT 4

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

ATTACHMENT 4

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 is 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, reporting, 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.

ATTACHMENT 4

- 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.

ATTACHMENT 4

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
2000 Lakeridge Drive S.W.
Olympia, Washington 98502

- iii. The CONTRACTOR shall furnish the COUNTY with properly executed certificates 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 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.

ATTACHMENT 4

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 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.

ATTACHMENT 4

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.

ATTACHMENT 4

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

ATTACHMENT 4

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:

For the Board of County Commissioners
Thurston County, Washington

Firm: _____ By: _____
Jennifer D. Walker, PMP

By: _____ Title: Director, Public Works

Signature: _____
(Authorized Representative)

Date _____ Date _____

Title: _____

Address: _____

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

Contract No.:
Project Title:

ATTACHMENT 4

EXHIBIT A

PROFESSIONAL SERVICES CONTRACT

THURSTON COUNTY/ **[CONTRACTOR]**
[Analytical Lab Testing Services]

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:

[list scope of services or tasks to be performed]

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):

[list scope or tasks to be performed]

ATTACHMENT 4

EXHIBIT B

PROFESSIONAL SERVICES CONTRACT

THURSTON COUNTY/ **[CONTRACTOR]**
[Analytical Lab Testing Services]

COMPENSATION

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

[state lump sum amount and provide detailed pricing schedule]

Attachment 5
Analytical Laboratory Testing Services
RELEVANT EXPERIENCE
This section to be completed by Proposer

Project/Services Title:	Dates of Service:
Location:	Original Contract Amount \$ Final Contract Amount: \$
Contract Type: ____ Firm Fixed Price ____ Cost ____ Other (Specify)	Number of Change Orders: Total Dollar Value of Change Orders \$
Primary _____ Subcontractor _____	Complexity of Project/Service _____ Difficult _____ 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 Analytical Lab Testing Services under the RFP.	

Attachment 5
Analytical Laboratory Testing Services
PAST PERFORMANCE QUESTIONNAIRE

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 5
Analytical Laboratory Testing Services

PAST PERFORMANCE RATING GUIDELINE

Rating: Exceptional

Definition: Performance meets contractual requirements and exceeds many to the project owner'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 project owner'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 6
Analytical Laboratory Testing Services
KEY PERSONNEL RESUME FORMAT

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 Companies _____

(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: (may continue on additional page)

Project Title: _____

Project Location: _____

Project Dollar Value: _____

Project Size: _____

Position Held: _____

Duties performed: _____

Company employed with during Project: _____