

**THURSTON COUNTY,
WASHINGTON**

**INMATE EMPLOYMENT AND
TRAINING SERVICES**

REQUEST FOR PROPOSAL



AUGUST 23, 2023

**2000 LAKERIDGE DRIVE SW
OLYMPIA, WA 98502**

**Thurston County
Inmate Employment Services
Request for Proposal**

PURPOSE: This Request for Proposal announces the intent of Thurston County to consider proposals for the provision of an Inmate Employment and Training Services program for its Corrections facility.

ISSUING OFFICE: Thurston County Sheriff's Office, Corrections Facility
Attn: Lieutenant Stephanie Klein
2000 Lakeridge Drive SW, Bldg. 3
Olympia, WA 98502
Phone: (360) 709-5939
Fax: (360) 357-2480
E-mail: stephanie.klein@co.thurston.wa.us

ISSUE RFP: August 23, 2023

**VENDOR'S
TOUR:** September 7, 2023
1:00 p.m. Pacific Time

**DEADLINE FOR
RECEIVING QUESTIONS:** September 12, 2023

**DEADLINE FOR
ANSWERING QUESTIONS:** September 21, 2023

**PROPOSAL
DEADLINE** September 28, 2023
1:00 p.m. Pacific Time

**PROPOSAL
OPENING:** September 29, 2023
8:30 a.m.
Thurston County Corrections Facility
Reception Area
3941 Ferguson Street SW
Tumwater, WA. 98512

**CONTRACT
COMMENCEMENT:** January 1, 2024

PROJECT OVERVIEW

1.0 Purpose of RFP

This Request for Proposal (RFP) announces the intent of Thurston County to consider proposals for the provision of an Inmate Employment and Training Services program for its Corrections Facility.

1.1 Acceptance of Terms

By submitting an application in response to this RFP, the applicant accepts all terms and conditions of this RFP, as well as all County, State and Federal regulations and requirements pertaining to the operation of the solicited services. Portions of the proposal may become part of any contract issued as a result of this RFP.

- The County reserves the right to introduce additional terms and/or conditions during final contract negotiations.

1.2 Facility Configuration

The Corrections Facility is a 107,800 sq. ft., 395 bed facility with low, medium and maximum-security inmate housing. In addition, the Options Building, which is temporarily closed, houses 96. The main facility has four dorms, four pods, a transfer area and intake.

1.3 Target Population

The target population is male and female adults within the Thurston County Corrections system. Inmates participating in the program will have histories of mental health issues and/or repeated drug-related arrests and offenses. In many cases, they may have repeated failed attempts in substance abuse treatment programs. Inmates identified with mental health issues are assessed by Mental Health Professionals who work closely with Corrections Deputies and Treatment Staff. Mental health and substance abuse treatment services are provided for the target population.

1.4 Issuing Office

Thurston County Sheriff's Office, Corrections Facility
2000 Lakeridge Drive SW, Building 3
Olympia, WA. 98502
Phone (360) 709-5939

1.5 County Contact

Any written questions and written responses regarding this procurement will be submitted to the County Contact or an assigned representative of the County Contact who has the authority to respond to questions relative to this RFP. Any and all questions received by vendors will be answered via addendum.

Contact information is listed as follows:

Stephanie Klein
Corrections Lieutenant
Thurston County Sheriff's Office Corrections Facility
2000 Lakeridge Drive SW, Bldg. 3
Olympia, WA 98502

Phone: (360) 709-5939
Fax: (360) 357-2480
E-mail: stephanie.klein@co.thurston.wa.us

1.6 Proposal Submission and Delivery to the County

One (1) original and (4) exact duplicate copies of the proposal must be submitted in a sealed envelope no later than 1:00 p.m. on September 28, 2023. No telegraphic, telephone, or facsimile Proposals will be accepted. If mailed, the Vendor should use receipted mail. All envelopes or packages shall be clearly marked on the outside with Vendor's company name and Inmate Employment Services RFP. Proposals submitted under improperly marked covers may be rejected.

Mail Proposals to:

Heidi Thomsen
Chief Deputy Financial Services
Thurston County Sheriff's Office
2000 Lakeridge Drive SW, Bldg. 3
Olympia, Washington 98502

1.7 Withdrawal, Resubmission, or Modification of Proposals

A Responder may withdraw the Responder's final Proposal any time prior to 1:00 pm on September 28, 2023, by submitting a written request for its withdrawal to the county contact. The Responder may thereafter submit a new or modified Proposal prior to 1:00 pm on September 28, 2023. Modification offered in any other manner, oral or written, will not be considered.

1.8 Responder Representative's Signature

The Proposal shall be signed by an individual who is authorized to bind the responding firm contractually. The signature must indicate the title or position that the individual holds in the company. Companies who sign their contracts with the name of the firm must provide the name of a corporate officer for signature validation by the County.

A Proposal may be signed by an agent of the responder only if he/she is an officer of a corporation the responder has authorized to sign contracts on its behalf, a member of a partnership company, or is properly authorized by a power of attorney or equivalent document submitted to the County prior to the submission of Proposals or with the

Proposal. The name and title of the individual signing the Proposal must be typed immediately below the signature. Any unsigned Proposal will be rejected.

1.9 Pre-Proposal Conference and Tour

A pre-proposal conference and tour of the facilities will be held at 1:00 p.m. on September 7, 2023. The tour will take place first. Meet in the Reception Area of the Jail, 3941 Ferguson Street SW, Tumwater, Washington 98512. Participation in this Pre-Proposal Conference and tour is recommended for all vendors who wish to participate. Questions may be submitted ahead of time to the Point of Contact listed below. The purpose of the tour will be to offer all interested parties an opportunity to ask questions about the current Employment and Training Services needs. Any substantive questions will be addressed officially in written response. Any addendum or modifications to this Request for Proposal will be mailed to vendors within a reasonable time following the vendor's tour.

1.10 Contract Period

January 1, 2024 through December 31, 2024. The County reserves the right to extend the contract for four (4) one-year terms.

1.11 Proposal Opening

Proposal Opening will occur in the Thurston County Sheriff's Office, Corrections Facility on, September 29, 2023, at approximately 8:30 a.m. At the time of opening, only the names of those who submitted proposals will be made public information. No pricing or staffing information will be released until after the award is made.

1.12 Schedule of Events

Vendor's Tour	September 7, 2023
Deadline for Receiving Questions	September 12, 2023
Deadline for Answering Questions	September 21, 2023
Proposal Deadline	September 28, 2023
Proposal Opening:	September 29, 2023
Contract Commencement	January 1, 2024

1.13 Selection of Service Provider and Negotiation of Terms

Pursuant to the County's Purchasing Policy the County reserves the right to select the service provider by a process of discussions and negotiations with any or all qualified responders. Alterations by negotiation in the nature of a proposal and in prices/rates may be made after proposals are opened.

The award of the contract may be made to the most responsive/responsible proposal offering a product of service deemed to be the best fit for the jail. The County reserves the right to make award by items, groups, classes, or items as a whole (or not at all) in whichever is deemed to be in the best interest of the County.

1.14 Delays

The County reserves the right to delay the scheduled due dates and start dates if it is to the advantage of the County. There shall be no additional costs assessed by responders do to these delays should any occur.

1.15 Accuracy Disclaimer

Information and data provided throughout this RFP are believed to be reasonably accurate. The responder shall thoroughly acquaint themselves with the proposed project and all State Statutes, and regulations relating to the execution of the Proposal. The responder will not be allowed additional compensation for their failure to be informed.

1.16 Cost Liability

The County assumes no responsibility and no liability for costs incurred by Responders for preparing Proposals. All Proposals shall provide a straight forward, concise delineation of the responder's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

RULES AND FORMAT

2.0 Evaluation

The evaluation team will conduct an initial review and short-list 2 or 3 firms to be evaluated and scored.

The Evaluation Team may invite the Respondents submitting the most appropriate proposals for an oral interview at the Thurston County Corrections Facility. The Team may also ask these selected Respondents for further written information related to the proposed services, respondent capabilities, and client references.

The evaluation of proposals and the determination as to the quality of Employment and Training Services shall be the sole and final responsibility of the County and will be based on the information furnished by the vendor, references, interviews, background and financial checks, and the highest score shall be the finalist. This evaluation shall be performed by a project evaluation team, which will be comprised of personnel employed/contracted by the Thurston County Sheriff's Office and Correction's Bureau.

The evaluation will consist of the following categories:

- a. Inmate Employment Service experience, particularly jail experience working with a population who have issues with a substance abuse disorder and/or mental health. (50%),

- b. Recruitment and Screening plan for staff (15%),
- c. References of organization (15%),
- d. Cost Proposal (10%),
- e. Interviews (10%)

2.1 Contract Award Process and Rejection of Proposals

When the Evaluation Team has completed its deliberations, it may then engage in the selection process referenced in Section 1.13. The decision of the Committee shall be final and conclusive.

The County reserves the right (i) to reject any and all proposals for good cause, including any proposal that is materially incomplete or irregular or any part of any proposal, (ii) to waive minor defects or technicalities, or (iii) to solicit new proposals on the same project or on a modified project that may include portions of the originally proposed project as the County, in the exercise of their sole and unfettered discretion, may deem necessary. Vendors may be required to submit satisfactory evidence that they have the necessary financial resources to perform and complete the work outlined in this RFP.

If the Evaluation Team and the Finalist are unable to agree to contract terms and conditions, Thurston County reserves the right to terminate negotiations with the Finalist and initiate negotiations with the Respondent receiving the next higher score.

Upon completion of negotiations, the Team will develop the contract and submit it to the Board of County Commissioners for approval.

Submission of a proposal implies the Respondent's acceptance of the evaluation criteria and process and recognition that subjective judgments may be made by the Evaluation Team.

2.2 Term of the Proposed Contract

The contract resulting from this Request for Proposal shall be for a one year period beginning January 1, 2024 and continuing through December 31, 2024. The contract may be extended for four (4) one year terms.

2.3 Format for Proposal

Each vendor must respond to each and every component outlined in this RFP. Proposals must be submitted in Times New Roman font, size 12 on 8.5 by 11 inch paper bound securely. Do not use italic type, acronyms or abbreviations in the document.

Proposals should be organized and presented in the order and by the number assigned in the RFP to be considered responsive. A proposal that fails to follow this format or that takes exceptions, or is incomplete or conditional may be rejected.

COMPANY PROFILE

3.0 Organization

Specify the date the responder became an Employment Services provider. Also include when the responder began providing services in or out of correctional facilities. Provide a brief history of the organization, management structure, and current services provided, target populations served, and any other relevant information pertinent to demonstrating the firm's capability.

3.1 Experience

Specify experience in Inmate Employment Services. Include in your discussion:

- a. Number of employees employed by the corporation,
- b. Annualized dollars of payroll, and
- c. Number of years in business.

3.2 Current Contracts

Describe current contracts and include the following information:

- a. Client name, address, and telephone number,
- b. Date of original contract and expiration date,
- c. Number of renewals (if applicable),
- d. Type and size of facility, and
- e. Dollar amount of contract.

3.3 Malpractice and Litigation History

Provide a list of all litigation the Corporation has been or is currently involved in during the last three years. Include a narrative describing all cases that were settled and amounts of settlement.

3.4 Prior Performance Fines and Penalties

Provide a listing of fines incurred under contracts in other jurisdictions for non-performance of duties in whole or in part, which exceed \$10,000 for the past three years. List all contracts in which you experienced a loss of funds due to delays, damages, liquidated damages, and or forfeiture of performance bond in whole or in part.

3.5 Contractual Experience

List all contracts lost, or not renewed (list contact person and telephone number), for a three-year period. Provide a narrative describing reason for contracts that have not been renewed. Specify any contracts from which the Responder was relieved or any contracts that have been canceled prematurely.

3.6 Corporate Reorganization

Discuss any corporate reorganization or restructuring that has occurred within the last three years and discuss how the restructuring will impact upon the firm's ability to provide services proposed. Responder shall disclose the existence of any related entities

(sharing corporate structure) or principal officers doing business in the field of Inmate Employment and Training Services.

3.7 Merger or Acquisition

The responder is required to notify the County of any potential for merger or acquisition of which there is knowledge at the time that the proposal is submitted.

3.8 Contractual Obligations

Describe other current or anticipated contractual obligations that have been awarded which will coincide with the terms of this contract.

3.9 Organizational Structure

Provide an organizational chart delineating corporate office organizational structure. Include a project organizational chart showing your proposed employment services team.

3.10 Financial Statements

Provide financial statements for a two-year period. If the responder is a solely owned subsidiary of another company or corporation, and does not possess financial statements, un-audited financial statements for the subsidiary for a two-year period must be submitted as supplemental information to the company's financial statements in order to meet this requirement. Audited financial statements shall be submitted to the County annually during the term of this Contract.

3.11 References

Submit the names, business address, telephone and fax numbers of at least five individuals and/or organizations who can attest to the responder's capability to carry out the requirements set forth in this offer.

The responder is cautioned that it is the responder's sole responsibility to submit information related to the evaluation categories. Failure of the responder to submit such information may cause an adverse impact on the responder's proposal.

Thurston County reserves the right to conduct an extensive background check and consider historic information and facts gained from the responder's proposal, oral presentation, references or other objective data, in the evaluation process.

SCOPE OF SERVICES

4.0 Statement of Work

- Provide direct service to Thurston County Corrections point of contact and respond to directions necessary to meet the Corrections Facility's rules and regulations and to ensure staff and program compliance.
- Provide general and specific pre-employment skills training at the Thurston County Corrections facility for their General Population and at contractor's

worksite for Options (Work Release) inmates. The target population is male and female adults within the Thurston County Corrections system. Inmates participating in the program will have histories of mental health issues and/or repeated drug-related arrests and offenses. In many cases, they may have repeated failed attempts in substance abuse treatment programs. Inmates identified with mental health issues are assessed by Mental Health Professionals who work closely with Corrections Deputies and Treatment Staff. Mental health and substance abuse treatment services are provided for the target population.

- The minimum number of participants in the program each quarter is 25 and 100 for each year.
- Provide employment readiness assessments, case management and re-employment workshops to Thurston County jail inmates and Work Release inmates during the contract period.
- Provide job readiness assessments to all referred inmates, using an evidenced based assessment tool, in addition to an intake assessment, to determine each inmate's education level, work experience, skills and interests, barriers to employment and involvement in therapeutic services (treatment, groups, AA, etc.)
- Provide "soft skill" training, including reviewing the importance of punctuality and attendance, appropriate attire, the ability to accept criticism, working collaboratively, and work ethic.
- Provide staff training, supervision, competency and support in program development, curriculum delivery and proficiency.
- Provide case management support services for program participants focused on identifying and overcoming barriers to employment and developing specific skills and resources for program participants.
- Complete an individualized transition portfolio for program participants to document essential information in order to assist participants in moving and obtaining current and post release goals.
- Provide or link clients to the support services they need to help them retain employment including addressing child support issues, housing, childcare, and transportation, which can all compromise employment success.
- Recruit employers to hire individuals with criminal records. Emphasize the financial incentives employers can accrue when they hire qualified applicants with criminal histories. Assist employers in securing federal bonds through the Federal Bonding Program or tax credits (Federal Work Opportunity Tax Credit and State tax incentives, if available) and other employee training funds that may be available through Workforce Investment Act (WIA) assistance.
- Provide mentoring days to give the offender the opportunity to connect with employers who hire ex-offenders.
- Provide post-placement or follow-up services that include crisis intervention, continued support and career advancement guidance.
- Form collaborations with other agencies that will enhance and support successful workforce development.
- Provide the database, tracking and statistical information related to program

objectives to be agreed upon performance measures on a quarterly basis.

- Document demographic data including age, gender, race, and ethnicity, level of education completed, and disability and military service.
- Document participant's progress, success stories, challenges and gaps in service.

4.1 Institutional Responsibilities

The County will provide the responder with office space, office supplies, classroom space, and use of phones, computers, fax and copiers to enable the responder to perform its obligations and duties under the contract.

The County shall provide housekeeping and cleaning supplies.

ADMINISTRATIVE COMPONENTS

5.1 Contract Template

Attachment A contains the county's contract template that the successful vendor is expected to enter into with the Thurston County Sheriff's Office.

Insurance Requirement

a. **Workers' Compensation (Industrial Insurance):** The CONTRACTOR shall maintain workers' compensation insurance as required by Title 51 RCW.

b. **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 or be no less than \$2,000,000.

i. The CONTRACTOR shall provide Commercial General Liability coverage which does not exclude any activity to be performed in fulfillment of this Contract. Specialized forms specific to the industry of the CONTRACTOR will be deemed equivalent provided coverage is no more restrictive than would be provided under a standard Commercial General Liability policy, including contractual liability coverage.

ii. The CONTRACTOR'S Commercial General Liability insurance shall include the COUNTY, its officers, officials, employees and agents with respect to performance of services, and shall contain no special limitations on the scope of protection afforded to the COUNTY as additional insured.

iii. The CONTRACTOR shall furnish the COUNTY with evidence that the additional insured provision required above has been met. An acceptable form of evidence is the endorsement pages of the policy showing the COUNTY as an additional insured.

iv. If the CONTRACTOR'S liability coverage is written as a claims made policy, then the CONTRACTOR must evidence the purchase of an extended reporting period or "tail" coverage for a three-year period after project completion, or otherwise maintain the coverage for the three-year period.

v. If the Contract is over \$50,000 then the CONTRACTOR shall also maintain Employers Liability Coverage with a limit of not less than \$1 million.

c. Other Insurance Provisions:

i. The CONTRACTOR'S liability insurance provisions shall be primary non-contributing basis with respect to any other 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 insured's 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.

d. 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 Lake ridge Drive S.W.
Olympia, Washington 98502

- iii. The CONTRACTOR shall furnish the COUNTY with properly executed certificated of insurance or a signed policy endorsement which shall clearly evidence all insurance required in this section prior to commencement of services. The certificates 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.

5.2 Reporting Requirements

The contractor must provide data on each individual receiving service. The contractor must provide monthly activity and progress reports, quarterly and annual reports with data needed to track services and outcomes; provide access to financial and program records during on-site monitoring by the County; and maintain financial and program records for six years for audit reviews.

5.3 Administrative Meeting and Reports

The responder shall coordinate with the Chief Deputy of Corrections or designee to discuss Employment Program services.

The responder shall prepare and participate in external reviews, inspections and audits as requested and shall participate in the preparation of responses to critiques. The responder shall develop and implement plans to address/correct identified deficiencies.

STAFFING

6.0 Recruitment and Credentialing Program

The responder shall recruit and interview eligible candidates. The responder shall interview each candidate with a special focus on technical expertise, emotional stability and motivation. The final selection of all employees or subcontractors shall be subject of approval by the Chief Deputy of Corrections.

- a) All screened candidates prior to employment will make an on-site visit to the facility.
- b) Initial and continued employment of staff and subcontractors shall be subject to approval of the County. The County reserves the right to prohibit any of the responder's employees and/or independent contractors from performing service with regard to this contract.
- c) All personnel shall be required to pass records check conducted by the County for initial and or continued employment. Additionally, all personnel performing on-site services may be required to undergo a urinalysis or blood test if there is reason to believe that they are under the influence of alcohol or other substances of abuse.
- d) All personnel shall comply with current and future state, federal and local directives and policies and procedures of the County and the facility.
- e) Files of all subcontractors and contract employees shall be on file at the facility. These files shall include copies of the Thurston County Corrections Facility entrance application, copy of current Washington driver's license and signed liability waiver form.
- f) The responder shall provide the names of corporate or regional management personnel assigned to this contract. A resume of the regional manager shall be included with this proposal. Any replacement personnel shall be subject to approval of the County.
- g) The responder shall notify the Chief Deputy of Corrections prior to discharging, removing or failing to renew contracts of professional staff.
- h) The responder is prohibited from entering into covenants Not To Compete or Non-Competition Clauses with either employees or independent contractors or any party specifically related to the performance of any obligation required under this agreement, which would prohibit said independent contractor or employee from competing, directly or indirectly, in any way with the responder. For the purpose of this paragraph, the term competing directly or indirectly, in any way with the responder shall mean the entering into or attempting to enter into any similar business with that carried on by the responder with any individual, partnership, corporation or association that was or is in the same or related business as the responder.

6.1 Employee Training and Orientation

The responder shall describe its orientation program for its staff. The responder shall be

responsible for ensuring that all new personnel are provided with orientation and appropriate training regarding practices on-site at the facility. An outline of the orientation and in-service program shall be submitted with the proposal. Orientation regarding other facility operations will be the responsibility of the facility and the County.

The responder shall send its staff to a security orientation program provided by the County. The responder shall be responsible for payment of staff while attending the security classes.

6.2 Staffing and Schedules

All hours shall be spent on-site at the facility or Contractors worksite, except as is otherwise expressly agreed to by Chief Deputy of Corrections and the responder. Program staffing work schedules may be modified upon the parties' mutual agreement and written consent.

6.3 Staffing absences

The responder shall specify how they intend to cover periods of absences caused by vacations, holidays and sick leave and shall state what relief factor, if any, was computed into their staffing ratio. The responder should state whether positions in their proposal are to be covered by full or part time personnel.

6.4 Credits to County

The responder shall agree to credit the County a credit consisting of an hourly salary and fringe benefits for hours of each position not covered or vacant for fifteen (15) days or more. Adjustments will be made on a quarterly basis.

6.5 Security Clearance

The responder and its personnel shall be subject to and shall comply with all security regulations and procedures of the County and the facility. Violations of regulations may result in the employee being denied access to the facility. In this event, the responder shall provide alternate personnel to supply services, described herein, subject to the County's approval.

The County shall provide security for the responder's employees and agents consistent with security provided to other County employees.

CONTINUITY OF SERVICE

7.0 Continuity of Service

Continuity of service is a must with this contract. The County would expect complete coordination between the incoming contractors and current staff to facilitate a smooth transition.

COST PROPOSAL

8.0 Cost Proposal

Provide a detailed listing of all other contract costs for the program to include but not limited to staffing, materials, workbooks, etc.

Responder will be paid on a monthly basis after services have been delivered.
Adjustments for staffing will be made on a quarterly basis.

Responder may include a yearly increase based on the average inflation rate over the past six months using the most current Consumer Price Index (CPI) published by the U.S. Bureau of Labor and Statistics. This is congruent with a three percent (3%) cap limit.

Provide alternate pricing due to program or staffing changes.

ATTACHMENT A – CONTRACT TEMPLATE

PROFESSIONAL SERVICES CONTRACT

THURSTON COUNTY/_____.

THIS CONTRACT is entered into in duplicate originals between **THURSTON COUNTY**, a municipal corporation, with its principal offices at 2000 Lakeridge Drive S.W., Olympia, Washington 98502, hereinafter “**COUNTY**,” and _____, with its principal offices at _____, hereinafter “**CONTRACTOR**.”

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

1. DURATION OF CONTRACT

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

2. SERVICES PROVIDED BY THE CONTRACTOR

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

The CONTRACTOR shall perform the following services:

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

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

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

d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed to by the parties.

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

3. **SERVICES PROVIDED BY THE COUNTY**

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

- a. Relevant information as exists to assist the CONTRACTOR with the performance of the CONTRACTOR'S services.
- b. Coordination with other County Departments or other Consultants as necessary for the performance of the CONTRACTOR'S services.
- c. Services documents, or other information identified in Exhibit A.

4. **CONTRACT REPRESENTATIVES**

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

a. For CONTRACTOR:

Name of Representative: _____

Title: _____

Mailing Address: _____

City, State and Zip Code: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

b. For COUNTY:

Name of Representative: _____

Title: _____

Mailing Address: _____

City, State and Zip Code: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

5. COMPENSATION

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

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

c. The CONTRACTOR may, in accordance with Exhibit B, submit invoices to the COUNTY not more often than once per month during the progress of the work for partial payment of work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of the work and will remit payment within thirty (30) days from the date of receipt of billing.

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

e. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, then the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty until such failure to perform is cured or otherwise adjudicated. "Substantial" for purposes of this Contract means faithfully fulfilling the terms of the contract with variances only for technical or minor omissions or defects.

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

6. AMENDMENTS AND CHANGES IN WORK

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

b. No amendment, modification or renewal shall be made to this Contract unless set forth in a written Contract Amendment, signed by both parties and attached to this Contract. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTY.

7. HOLD HARMLESS AND INDEMNIFICATION

a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, losses, expenses, damages, and judgments of any nature whatsoever, including costs and attorney's fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the CONTRACTOR'S acts, errors or omissions or the acts, errors or omissions of its employees, agents, subcontractors or anyone for whose acts any of them may be liable, in the performance of this Contract. Claims shall include, but not be limited to, assertions that information supplied or used by the CONTRACTOR or subcontractor infringes any patent, copyright, trademark, trade name, or otherwise results in an unfair trade practice. PROVIDED HOWEVER, that the CONTRACTOR'S obligations hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTY, its officers, officials, employees or agents. PROVIDED FURTHER, that in the event of the concurrent negligence of the parties, the CONTRACTOR'S obligations hereunder shall apply only to the percentage of fault attributable to the CONTRACTOR, its employees, agents or subcontractors.

b. In any and all claims against the COUNTY, its officers, officials, employees and agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Worker's Compensation acts, disability benefits acts, or other employee benefits acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under Title 51 RCW. By executing the Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder.

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

8. INSURANCE

a. **Professional Legal Liability:** The CONTRACTOR, if he 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 \$_____ per loss.

The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the CONTRACTOR'S services defined in this Contract. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the CONTRACTOR'S services as

defined by this Contract including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Contract.

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

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

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

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

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

e. Other Insurance Provisions:

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

f. Verification of Coverage and Acceptability of Insurers: The CONTRACTOR shall place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.

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

Attn: Risk Analyst
Human Resources
2000 Lakeridge Drive S.W.
Olympia, Washington 98502

- iii. The CONTRACTOR shall furnish the COUNTY with properly executed certificated of insurance or a signed policy endorsement which shall clearly

evidence all insurance required in this section prior to commencement of services. The certificate will, at a minimum, list limits of liability and coverage. The certificate will provide that the underlying insurance contract will not be canceled or allowed to expire except on thirty (30) days prior written notice to the COUNTY.

- iv. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Thurston County Risk Management Division.

9. TERMINATION

a. The COUNTY may terminate this Contract for convenience in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by Certified Mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Section 5 of this Contract.

b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision of the Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by the COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract are allowable.

c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may terminate this Contract, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with Section 5 of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach. If, subsequent to termination, it is determined for any reason that (1) the CONTRACTOR was not in default, or (2) the CONTRACTOR'S failure to perform was not its fault or its subcontractor's fault or negligence, the termination shall be deemed to be a termination under subsection a of this section.

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

a. The CONTRACTOR shall perform the terms of the Contract using only its bona fide employees or agents who have the qualifications to perform under this Contract. The obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY.

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

11. NON-WAIVER OF RIGHTS

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

12. INDEPENDENT CONTRACTOR

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

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

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

d. The CONTRACTOR shall assume full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, county, federal or state legislation which is now or may during the term of this Contract be enacted as to all persons employed by the CONTRACTOR and as to all duties, activities and requirements by the CONTRACTOR in performance of the work on this project and under this Contract and shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules or regulations.

e. The CONTRACTOR agrees to immediately remove any of its employees or agents from assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S contract representative or designee.

13. COMPLIANCE WITH LAWS

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

14. INSPECTION OF BOOKS AND RECORDS

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

15. NONDISCRIMINATION

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

16. OWNERSHIP OF MATERIALS/WORK PRODUCED

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

b. An electronic copy of all or a portion of material produced shall be submitted to the COUNTY upon request or at the end of the job using the word processing program and version specified by the COUNTY.

17. DISPUTES

Differences between the CONTRACTOR and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract representative or designee. All rulings, orders, instructions and decisions of the COUNTY'S contract representative shall be final and conclusive, subject to the CONTRACTOR'S right to seek judicial relief pursuant to Section 18.

18. CHOICE OF LAW, JURISDICTION AND VENUE

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

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

19. SEVERABILITY

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

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

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

20. ENTIRE AGREEMENT

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

21. NOTICES

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Section 4. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately if personally served. For service by facsimile, service shall be effective upon receipt during working hours. If a facsimile is sent after working hours, it shall be effective at the beginning of the next working day.

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

CONTRACTOR:

Thurston County, Washington

Firm: _____

By: _____

By: _____

Title: _____

Signature: _____
(Authorized Representative)

Date _____

Date _____

Title: _____

Address: _____

Approved as to Form by the Prosecuting Attorney's Office

Reviewed 1/5/05

EXHIBIT A

PROFESSIONAL SERVICES CONTRACT

THURSTON COUNTY/_____

SCOPE OF SERVICES

1. The services to be performed by the CONTRACTOR under this Contract, which are described in Section 2 of the Contract (SERVICES PROVIDED BY THE CONTRACTOR), are set forth as follows:

2. The services to be performed by the COUNTY under this Contract, which are described in Section 3 of the Contract (SERVICES PROVIDED BY THE COUNTY) are set forth as follows (if applicable):

EXHIBIT B

PROFESSIONAL SERVICES CONTRACT

THURSTON COUNTY/_____

COMPENSATION

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