



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

**REQUEST FOR PROPOSAL (RFP) No. 034-2024-TE-R001**  
**THURSTON COUNTY TRANSPORTATION SAFETY ACTION PLAN**

**Solicitation Documents**

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

**Proposal Due Date**

**Proposals are due no later than: 3:00 p.m. PT on **April 25, 2024****

**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*

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

REQUEST FOR PROPOSAL 034-2024-TE-R001

THURSTON COUNTY TRANSPORTATION SAFETY ACTION PLAN

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**RFP NO. 034-2024-TE-R001**  
**THURSTON COUNTY TRANSPORTATION SAFETY ACTION PLAN**

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## **SECTION 1 – INTRODUCTION/PURPOSE**

### **1.1 INTRODUCTION**

Thurston County, Washington, Public Works Department, Traffic Engineering (“the County”) is soliciting Proposals from qualified companies or individuals to utilize the County’s existing Transportation Safety Plan (Safety Plan) and develop/prepare a Transportation Safety Action Plan and associated deliverables to meet the requirements of the Safe Streets for All (SS4A) program.

### **1.2 PURPOSE**

It is the purpose of this solicitation to select a qualified company or individual who can develop and prepare a comprehensive submittal which will include the following topics related to the County’s Transportation Safety Action Plan:

- Simplify the data collected and the analysis in the existing Transportation Safety Plan to facilitate easier updates in the future.
- Refresh the data, analysis, language and graphics in the existing Safety Plan to reflect any changes made to the process.
- Systemically analyze intersections as well as roadway corridors.
- Create a report template to summarize the results of the data analysis, project prioritization, and improvement types.
- Incorporate public engagement.
- Develop a monitoring plan for performance tracking of implemented improvements.

The overall objective of this project is to provide the County with a refreshed Transportation Safety Action Plan and reporting materials to qualify for future implementation grant funding through the Safe Streets and Roads for All (SS4A) program and enable the County to periodically update the plan (by generating updated crash data analyses and project prioritizations) for continued implementation in the future.

### **1.3 MINIMUM QUALIFICATIONS**

Proposers shall have the following minimum qualifications to be eligible for an award:

1. Been in business for a minimum of five (5) years from the date of the issuance of this RFP.
2. The designated project manager shall have a minimum of five (5) years of experience with the Proposing Company, or other company/employer, managing and providing similar services to those requested under this solicitation.
3. Be licensed, insured, staffed, and equipped to perform the work relevant to project.
4. Be able to demonstrate proven methodologies for the collection and analysis of data and operations relevant to the project.
5. The ability to complete an in-depth report within a timeframe and schedule that is reasonable with full project completion within approximately 10 months of Contract execution. The selected Company is expected to establish a more detailed timeline in their Proposal and to define expectations to meet their timeline.

### **1.4 PROCUREMENT NOTIFICATION**

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

## **SECTION 2 – OVERVIEW OF SERVICES REQUESTED**

### **2.1 DESCRIPTION**

The Consultant will utilize the County's existing Transportation Safety Plan to prepare a Transportation Safety Action Plan and associated deliverables that meet the requirements of the SS4A program.

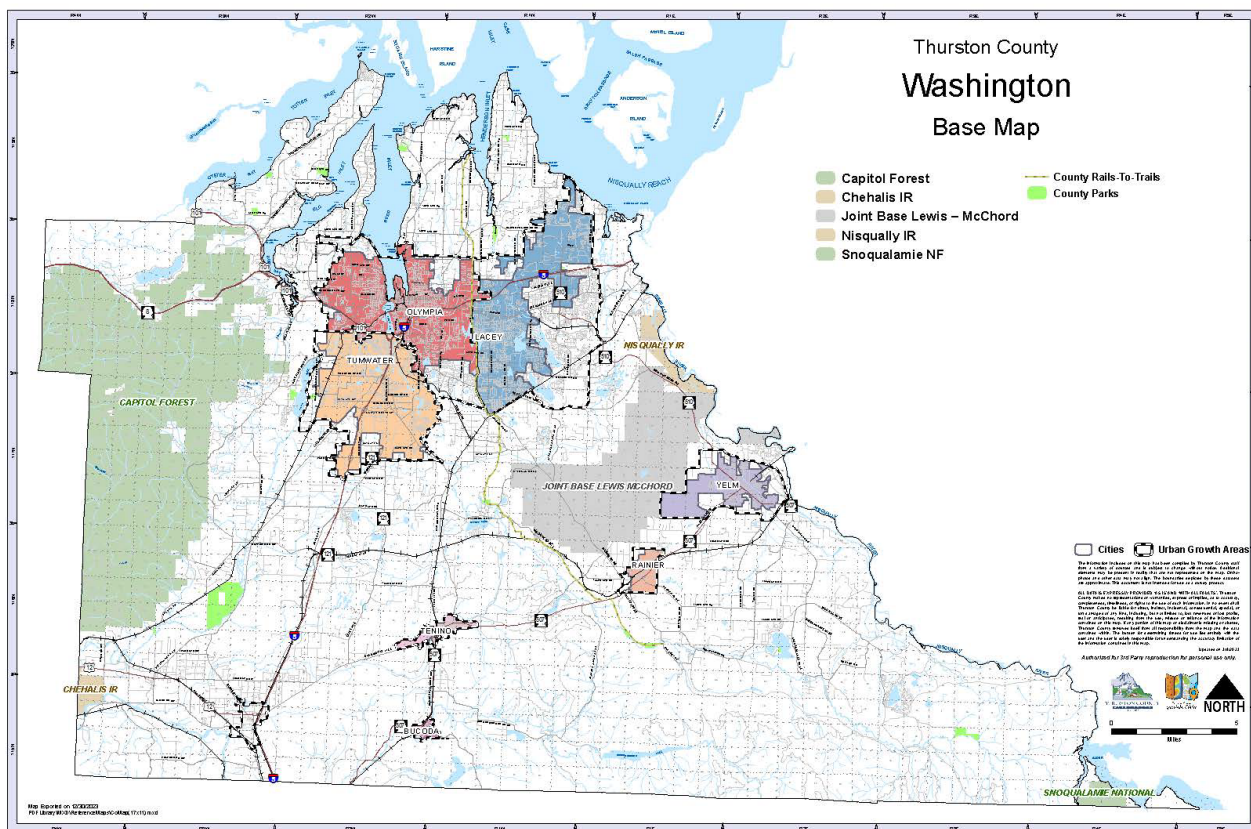
### **2.2 BACKGROUND INFORMATION**

In concert with Washington State's Target Zero plan, Thurston County is committed to improving the safety of the road system and work towards ending serious and fatal collisions. The first iteration of the County's Transportation Safety Plan was developed in 2018 and is a comprehensive data driven plan with a focus on improving safety performance of roadways in the County. Several projects generated from the Transportation Safety Plan have been completed with funding from the Highway Safety Improvement Program (HSIP) in the past several years.

The Bipartisan Infrastructure Law established the SS4A discretionary program. To be eligible for funding through this program, the County must have an Action Plan that meets certain requirements. Additional information on Action Plan requirements is available at the SS4A website [Action Plan Requirements | US Department of Transportation](#).

The County received funding through the SS4A grant program to revise the current Thurston County Transportation Safety Plan into an Action Plan to qualify for future implementation plan funding.

The Safety Action Plan will encompass approximately 1,000 miles of roadways that are located in unincorporated Thurston County. Private roadways, roadways within city limits, and state-owned roads and highways will not be included in the analysis. See Figure 1 Thurston County Boundary Map below.



**Figure 1. Thurston County Boundary Map**

## 2.3 STATEMENT OF WORK

See Attachment 1 Statement of Work as an outline and for additional details on the scope of services to be provided. It is expected the Proposer will include a full scope of work that meets the needs of this RFP to perform the requested work.

## 2.4 ESTIMATED VALUE

The expected value of the resulting Contract is estimated to be **\$250,000**. This project will be federally funded by U.S. Department of Transportation, Federal Highway Administration Office through the SS4A grant.

## 2.5 TIMELINE FOR SERVICE DELIVERY

The period of performance is expected to be completed within ten months from Contract execution.

## 2.6 COMPENSATION

A. Payment to Consultant for standard services will be based on the negotiated total price of the Contract. Payments will be made monthly according to the progress made.

B. Payment to Company for ad hoc services will be based on a time and materials basis. Labor Rates will be fully burdened and will remain in effect for the Contract term.

C. The completed Price Schedule at Attachment 3A and Labor Rate Schedule will be incorporated into the executed Professional Services Contract.

## SECTION 3 – ACQUISITION TIMELINE AND GENERAL REQUIREMENTS

### 3.1 PROCUREMENT SCHEDULE

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

**Table 1: Solicitation and Anticipated Award Schedule**

Date of Issuance	4/04/2024
Pre-Proposal Inquiries Due	4/12/2024
Proposals Due	4/25/2024
Proposal Evaluations	5/02/2024
Interviews (if needed)	5/09/2024
Executed Contract	6/18/2024

### 3.2 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 (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 inquiries 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](mailto:Dawn.ashton@co.thurston.wa.us)

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

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 April 12, 2024.

### 3.3 EXAMINATION BY PROPOSER

Each Proposer is responsible for examining the RFP, including the sample Contract (Atch 2), 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.

### **3.4 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.

### **3.5 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.

### **3.6 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.

### **3.7 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.

### **3.8 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.

### **3.9 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.

### **3.10 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, citizenship or immigration status, age, sex, marital status, veteran or military status, sexual orientation or the presence of any disability. Implementation of this policy shall be consistent with RCW 49.60.400.

## **SECTION 4 – PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS**

### **4.1 PROPOSAL DUE DATE AND TIME**

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.

A Proposer must submit in a sealed package one (1) original 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:

**REQUEST FOR PROPOSAL NO. 034-2024-TE-R001**

**THURSTON COUNTY TRANSPORTATION SAFETY ACTION PLAN**

**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 equal to Times New Roman 12. Narratives shall be single spaced. All text shall be legible and easily read. Propriety statements, security markings, and page numbers should fall within the defined margin area.

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

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

Note that one (1) side of a piece of paper with printing of any kind is counted as one (1) page; one (1) piece of paper with printing on both sides is 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: Company logo; RFP number; RFP name/title; Proposal due 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.

#### **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 2 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, which shall not exceed five (5) pages.

##### **B. General Information**

Provide a brief narrative with general information about the Proposer, including:

- A description and history of the Proposer including general expertise and experience, size, and service locations;
- Office location(s) that will provide services and number and types of employees at this location(s);
- A list of current applicable licenses, certifications, accreditations, and/or credentials for the Proposer's employees or other entities that demonstrate competency for the work that will be performed under the Contract;
- A concise summary of the Proposer's specific capabilities, qualifications, and experience in providing similar services; and
- Any additional information the Proposer feels is relevant to the general qualifications of the Proposal.

#### **TABBED SECTION #4: RELEVANT EXPERIENCE/PAST PERFORMANCE**

Include the following information in this section, which shall not exceed two (2) pages per project for a total of six (6) pages.

Information to be submitted on Attachment 4 – Relevant Experience Form & Past Performance Survey.

A. PROPOSER'S EXPERIENCE: Submit three (3) recent, relevant projects by completing Attachment 4, Page 1.

**Recent** is defined as projects that have been completed within the last 10 years of the date of issuance of this RFP that have been executed by the Proposer and its team members as either a prime consultant or sub-consultant.

**Relevant** is defined as transportation planning projects of similar size, scope, and complexity to the services in this solicitation.

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

**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 project team. Include any sub-consultants. Identify who within the organization will have final authority for the work.

B. KEY PERSONNEL: Submit resumes of key personnel that will be assigned to the team. At a minimum provide a resume on the project manager. Information requirements for the resume are provided on Attachment 5 – 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 this project. Resumes are to include educational qualifications, professional certifications/licenses, years of experience, and at least 3 examples of similar projects.

**TABBED SECTION #6: TECHNICAL APPROACH**

Include the following information in this section, which shall not exceed five (5) pages, excluding the scope of work and deliverable schedule.

A. Describe how the project will be organized and managed. Describe how the Proposer will communicate and report on the status of the project.

B. Describe specific methodologies to address the plan requirements and objective. Identify and discuss the data you would expect to need for the project.

C. Address challenges/risks and how those will be mitigated.

D. Identify any additional services or procedures of benefit to the County not specifically required herein, which the Proposer offers to provide.

E. Provide a complete scope of work description and detailed deliverable schedule that demonstrates an

understanding of the requirements. The detailed deliverable schedule should be realistic and include key milestones.

#### **TABBED SECTION #7: RESOURCES AND PRICE**

A. Submit a firm fixed price cost proposal for the complete scope of work. Enter the amount into the pricing form found in Attachment 3. For each task, submit a breakdown of the price using a format similar to the example provided at Attachment 3A.

B. Detailed cost break-out should include the below elements:

(1) Direct Salary: Include a break-out of the tasks, labor classifications, and salaries.

(2) Indirect Cost Rate (ICR)/Overhead: The ICR should represent the Company's most recent audited rate. Recent is defined as within the past year.

(3) Fee (Profit): Fee will be calculated using Weighted Guidelines Method as prescribed by WSDOT Consultant Services Manual Appendix AA. Fee shall be applied to labor costs (direct salary) only.

(4) Reimbursables: Include other direct costs that can be specifically attributed to the project such as travel, printing, outside consultants, etc. Reimbursable expenses will be at cost; no markups.

(5) The project may include a Management Reserve (contingency) of \$25,000 to manage minor changes.

C. Confirm Proposer's financial management and accounting system meets the requirements of 48 CFR Part 31 and 2 CFR Part 200.

### **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:

<b>EVALUATION CRITERIA</b>	<b>POINTS</b>
<b>Minimum Qualifications identified in section 1.3 have been met</b>	Go/No Go
<b>Proposer's Qualifications and Experience</b> The Proposer is a registered licensed business performing in the field of transportation planning and program analysis and has the qualifications that meet the needs of the County.	10
<b>Relevant Experience/Past Performance</b> The Proposer demonstrated recent relevant project experience for similar services with other clients.  The Proposer has experience and expertise working with Washington State local governments.	20

The Proposer received positive evaluations on performance in terms of Quality, Timeliness, Cost Control, Management, and Regulatory.	
<b>Organizational Structure/Key Personnel</b> The organizational structure is efficient and effective.  The proposed team has the requisite credentials, education, and experience.	10
<b>Technical Approach</b> The technical approach is practical, efficient and will result in the desired results of the plan.  Challenges and risks are appropriately identified with a reasonable mitigation plan.  Proposed Scope of Services is comprehensive, and Proposer demonstrated project schedule is realistic. Schedules that reflect an earlier delivery date will result in higher rating for this criteria.	30
<b>Cost</b> The proposed cost is reasonable, demonstrates an understanding of the scope, and is an exceptional value for the approach to work.  Resources/Labor Classifications assigned are appropriate.  Labor Rates are reasonable.	30
<b>SUBTOTAL</b>	<b>100</b>
<b>INTERVIEW</b>	<b>50</b>
<b>TOTAL</b>	<b>150</b>

### 5.3 INTERVIEWS

Interviews may 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 Proposers 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 Company's 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 will select the highest-ranked qualified Proposer based on the criteria and evaluation process outlined above. The County will initiate negotiations with the Proposer who, in the sole opinion of the County, best meets the County's needs as outlined in this solicitation.

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

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

## **5.6 BOARD APPROVAL AND CONTRACT EXECUTION**

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

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

## **SECTION 6 – CONTRACT TERMS AND CONDITIONS**

Attachment 2 is a sample of the Professional Services Contract that will be entered into between Thurston County and the successful Proposer with incomplete information to be added based upon the final negotiations between the County and the successful Proposer. Proposers who want additional or modified Contract terms must include the requested change(s) in their initial Proposal in order for the change(s) to be subsequently considered. Note that any Contract negotiated between the County and a successful Proposer is subject to review by a County attorney from the Thurston County Prosecuting Attorney's Office and approval by the BoCC prior to being submitted to the Proposer for signature and final execution by the County.

### **6.1 INSURANCE**

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

<b>TYPE</b>	<b>LIMIT</b>
Professional Legal Liability	\$1,000,000 each occurrence
General Liability (combined bodily injury/property damage)	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability (combined bodily injury/property damage)	\$1,000,000 per accident

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**

Consultant 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. Consultant 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 3 Pricing Form** - The pricing schedule must be completed in its entirety and executed by a person authorized to sign the Proposal. Proposers must acknowledge all Addenda.

**Attachment 4 Relevant Experience/Past Performance Survey** – The completed Relevant Experience/Past Performance Surveys or statement(s) indicating attempts to contact project owners shall be submitted with the Proposal to be considered responsive.

**Attachment 5 Key Personnel Resumes** – Completed Resumes using Attachment 5 or Proposer's own form provided it contains the same information as on the resume format.

## ATTACHMENT 1

### Statement of Work

#### Request for Proposal No. 034-2024-TE-R001

#### THURSTON COUNTY TRANSPORTATION SAFETY ACTION PLAN

##### Introduction/Purpose

Thurston County, Washington, Public Works Department, Traffic Engineering (“the County”) requires consulting services for the development and preparation of a refreshed Transportation Safety Action Plan (Safety Plan) and reporting materials to qualify for future implementation federal grant funding through the Safe Streets for All (SS4A) program and to enable the County to periodically update the plan (by generating updated crash data analysis and project prioritizations) for continued implementation in the future.

##### Definition of the Study Area

The Safety Plan encompasses approximately 1,000 miles of roadways that are located in unincorporated Thurston County. Private roadways, roadways within city limits, and state-owned roads and highways will not be included in the analysis.

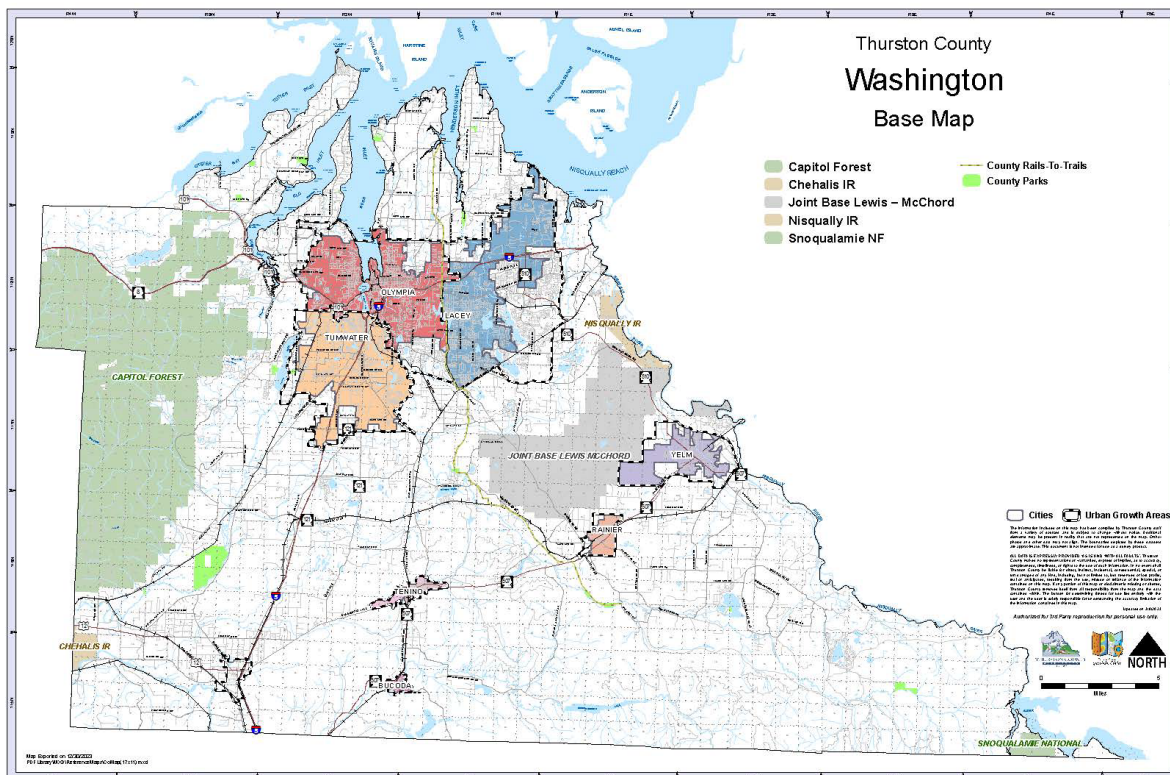


Figure 1. Thurston County Boundary Map

##### Background and Objectives

In concert with Washington State’s Target Zero plan, Thurston County is committed to improving the safety of the road system and work towards ending serious and fatal collisions. The first iteration of the County’s

Transportation Safety Plan was developed in 2018 and is a comprehensive data driven plan with a focus on improving safety performance of roadways in the County. Several projects generated from the Transportation Safety Plan have been completed with funding from the Highway Safety Improvement Program (HSIP) in the past several years.

The Bipartisan Infrastructure Law established the SS4A discretionary program. To be eligible for funding through this program the County must have an Action Plan that meets certain requirements. Additional information on the Action Plan requirements is available at the [SS4A website](#).

The County received funding through the SS4A grant program to revise the current Thurston County Transportation Safety Plan into an Action Plan to qualify for future implementation plan funding. The resulting Action Plan will:

- Simplify the data collected and the analysis in the existing Transportation Safety Plan to facilitate easier updates in the future.
- Refresh the data, analysis, language and graphics in the existing Safety Plan to reflect any changes made to the process.
- Systemically analyze intersections as well as roadway corridors.
- Create a report template to summarize the results of the data analysis, project prioritization, and improvement types.
- Incorporate public engagement.
- Develop a monitoring plan for performance tracking of implemented improvements.

## **Scope of Work**

The Consultant will ensure the satisfactory accomplishment of the tasks described in this Statement of Work. Specific deliverables which must be provided are identified, but the proposals can include additional tasks and opportunities that contribute to the successful completion of the project and meet overall project objectives.

### **Task 1 – Project Management (ongoing throughout all tasks)**

- Manage project in coordination/communication with County Project Manager, including monthly check-in meetings.
- Provide deliverables and maintain project schedule.
- Administer the contract.
- Provide monthly progress reports and invoices.

### **Task 2 – Data Collection and Safety Analysis**

Review the County's existing Transportation Safety Plan. Simplify and update data to meet the below requirements:

- Analysis of existing conditions and historical trends to baseline the level of crashes involving fatalities and serious injuries across unincorporated Thurston County.
- Analysis of the location where there are crashes, the severity, as well as contributing factors and crash types.

Transportation Safety Action Plan

- Analysis of systemic and specific safety needs is also performed, as needed (e.g., high risk road features, specific safety needs of relevant road users).
- Geospatial identification (geographic or locational data using maps) of higher risk locations.

**Task 3 – Project Prioritization**

Identification of a comprehensive set of projects and strategies, shaped by the analysis, that will address the safety problems. These strategies and countermeasures will focus on a Safe System Approach, effective interventions, and consider multidisciplinary activities.

**Task 4 – Summary Report Template**

Create a template that summarizes the results of the data collection and safety analysis. The report will be an attachment to the Action Plan and is meant to be a user-friendly mechanism for the County to keep data in the plan current for future updates. The template should include the following:

- Results of crash data analysis
- Project prioritization
- Proposed improvement types

**Task 5 – Public Engagement and Collaboration with Equity Considerations**

Public engagement that allows for community representation and feedback should be incorporated and analyzed for the Action Plan. This should include underserved communities for an inclusive and representative plan.

This task will include:

- Identification of relevant stakeholders, including but not limited to:
  - Underserved populations
  - Community-based organizations
  - Local leaders/Chamber of Commerce
  - School families
  - Local business owners
- Engaging groups, focusing on underserved populations
- Engagement of the public through an open house type platform

**Task 6 – Establishment of Action Plan Vision, Goals and Objectives**

Assessment of current policies, plans, guidelines, and/or standards to identify opportunities to improve how processes prioritize transportation safety. This will include methods to measure progress over time after an Action Plan is developed or updated, including outcome data.

This will be based on community feedback as well as the findings of the collision database and geospatial identification of higher risk locations.

**Task 7 – Monitoring Plan**

Create a monitoring plan that reviews the performance of improvements installed to date and develops a plan for tracking performance going forward.

**Task 8 – Comprehensive Action Plan**

Update the existing County Transportation Safety Plan with findings of the safety analysis (using the report template), public engagement, equity considerations, visioning, project prioritization and monitoring plan. In addition update the existing language and graphics to reflect any changes made during the process.

**Duration**

The anticipated duration is 10 months after authorization to proceed.

PROFESSIONAL SERVICES CONTRACT  
THURSTON COUNTY/ **[CONTRACTOR NAME]**

**TRANSPORTATION SAFETY ACTION PLAN**

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

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

**GENERAL TERMS AND CONDITIONS**

1. **DURATION OF CONTRACT**

☐ The term of this Contract shall begin on **MM/DD/YYYY** and shall remain in effect through **MM/DD/YYYY** unless renewed or terminated sooner as provided herein.

☐ The term of this Contract shall be from the date last executed below through **MM/DD/YYYY** unless renewed or terminated sooner as provided herein.

2. **SERVICES PROVIDED BY THE CONTRACTOR**

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

The Contractor shall perform the following services:

**Preparation of a Transportation Safety Action Plan and associated deliverable to meet the requirements of Safe Streets for All (SS4A) program**

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

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

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

d. Time is of the essence in the performance of this Contract. The Contractor shall complete its work no later than the Contract termination date and in accordance with the schedule agreed to by the parties.

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 may provide information as identified in Exhibit A.

### 4. **CONTRACT REPRESENTATIVES**

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

a. For Contractor:

Name of Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State and Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

b. For County:

Name of Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State and Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

### 5. **COMPENSATION**

a. For the services performed hereunder, the Contractor shall be paid as set forth in Exhibit B, attached hereto and incorporated herein by reference. The maximum total amount payable by the County to the Contractor under this Contract shall not exceed \$\_\_\_\_\_.

b. The Contractor may submit invoices, as applicable, in accordance with Exhibit B for payment of completed work during the billing period. The County shall pay the Contractor for

services rendered in the month following the actual delivery of the work and will remit payment within thirty days from the date of receipt of invoice.

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

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

## **6. AMENDMENTS AND CHANGES IN WORK**

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

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

## **7. HOLD HARMLESS AND INDEMNIFICATION**

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

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

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

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

## **8. THIRD PARTY CLAIMS HANDLING**

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

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

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

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

## **9. INSURANCE**

### **1. Contractor shall provide evidence of:**

- a. **Commercial General Liability Insurance** using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. The insurance policy must cover defense costs without affecting limits available for third party liability payments as required herein. Limits shall be no less than **\$1,000,000** per occurrence for all covered losses and no less than **\$2,000,000** general aggregate. Coverage must include employer's liability limits of no less than \$1,000,000 per accident for all covered losses.

- i. Contractor agrees to endorse third party liability coverage required herein to include the County, its officials, employees and agents, as additional insureds using ISO endorsement CG 20 10 with an edition date prior to 2004.
  - ii. The policy shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- b. **Workers' Compensation.** Contractor shall maintain coverage as required by Title 51 RCW, and shall provide evidence of coverage or exemption to the Thurston County Risk Management Division upon request. Contractor domiciled out of state shall maintain coverage under applicable workers' compensation law and provide proof of coverage on a state-approved form.
- c. **Business Auto Coverage** on ISO Business Auto Coverage form CA 00 01 including owned, non-owned and hired autos, or the exact equivalent. Limits shall be no less than **\$1,000,000** per accident, combined single limit. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall obtain evidence of personal auto liability coverage for each such person.
- d. **Excess or Umbrella Liability Insurance** (Over Primary), if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Such policy or policies shall include as insureds those covered by the underlying policies, including additional insureds. Coverage shall be "pay on behalf", with defense costs payable in addition to policy limits. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to County for injury to employees of Contractor, subcontractors or others involved in the performance of services under this Contract. The scope of coverage provided is subject to approval by the County following receipt of proof of insurance as required herein.
- e. **Professional Legal Liability** on a policy form appropriate to Contractor's profession. Limits shall be no less than **\$1,000,000** per claim. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the Contractor's services as defined by this Contract including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Contract.
- f. Liability insurance with equivalent coverage as required in subsections (a) and (c) through (e) obtained by a Contractor who is a government entity through a government risk pool approved by the state of Washington is a substitute form of coverage acceptable to the County.

## 2. Other Insurance Requirements:

- a. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees, agents or volunteers.

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

review options with the Contractor, which may include reduction or elimination of the self-insured retention, substitution of other coverage, or other solutions.

- j. The limits of insurance above shall be minimum requirements. The insurance limits are not intended to be an indication of exposure nor are they limitations on indemnification. Should the Contractor or a subcontractor in any tier maintain insurance with limits of liability that exceed the required limits or coverage that is broader than as outlined above, those higher limits and broader coverage shall be deemed to apply for the benefit of any person or organization included as an additional insured, and those limits shall become the required minimum limits of insurance of this Contract.

### **3. Verification of Coverage and Acceptability of Insurers:**

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

### **10. TERMINATION**

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

b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract and prior to normal completion, the County may elect to suspend or terminate this Contract, in whole or in part, as a termination for convenience with a

ten calendar day notice to Contractor, to the extent possible, subject to renegotiation at the County's discretion under those new funding limitations and conditions. Termination or suspension under this paragraph shall be effective upon the date specified in the written notice of termination or suspension sent by the County to the Contractor. After the effective date, no charges incurred under this Contract are allowable.

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

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

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

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

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

#### **12. NON-WAIVER OF RIGHTS**

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

#### **13. INDEPENDENT CONTRACTOR**

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

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

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

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

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

**14. COMPLIANCE WITH LAWS**

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

**15. INSPECTION OF BOOKS AND RECORDS AND RETENTION**

The County or its authorized representatives may, at reasonable times, inspect and audit the books and records of the Contractor relating to the performance of this Contract. This includes work of Contractor, any subcontractor or any other person or entity that performed connected or related work under this Contract. Such inspection and audit shall occur in Thurston County, Washington, or other reasonable locations that the County selects. The Contractor shall supply or permit the County to copy such books and records. The Contractor shall ensure that inspection, audit and copying rights of the County is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform work under this Contract. The Contractor shall keep all books and records required by this Contract for six years after termination or expiration of this Contract. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the six-year retention period.

**16. NONDISCRIMINATION REQUIREMENT**

The CONTRACTOR, its assignees, delegates and 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, citizenship or immigration status, age, sex, marital status, veteran or military status, sexual orientation or the presence of any disability. Implementation of this provision shall be consistent with RCW 49.60.400.

**17. OWNERSHIP OF MATERIALS/WORK PRODUCED**

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

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

**18. DISPUTES**

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

**19. CHOICE OF LAW, JURISDICTION AND VENUE**

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

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

**20. CONFIDENTIALITY**

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

**21. SEVERABILITY**

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

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

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

**22. SUPPLEMENTAL FEDERAL PROVISIONS/CLAUSES**

Exhibit C Federal Special Terms and Conditions are hereby incorporated into and made a part of this contract.

**23. ENTIRE CONTRACT**

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

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

**24. NOTICES**

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

**25. SURVIVABILITY**

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

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

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

CONTRACTOR:

For the  
BOARD OF COUNTY COMMISSIONERS  
Thurston County, Washington

Firm: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_  
(Authorized Representative)

Department/Office: \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

EXHIBIT A

PROFESSIONAL SERVICES CONTRACT

THURSTON COUNTY/ \_\_\_\_\_

**TRANSPORTATION SAFETY ACTION PLAN**

**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/\_\_\_\_\_

**TRANSPORTATION SAFETY ACTION PLAN**

**COMPENSATION**

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

SAMPLE

EXHIBIT C

PROFESSIONAL SERVICES CONTRACT  
THURSTON COUNTY/ \_\_\_\_\_  
**TRANSPORTATION SAFETY ACTION PLAN**  
**FEDERAL SPECIAL TERMS AND CONDITIONS**

**1. COMPLIANCE WITH FEDERAL REGULATIONS**

The CONTRACTOR and its consultants and SUBCONTRACTORS shall comply with the following federal laws and regulations, whenever and wherever they are applicable. The CONTRACTOR and its consultants and SUBCONTRACTORS shall timely obtain all permits and approvals necessary to lawfully implement the project. The CONTRACTORS and its SUBCONTRACTORS and consultants shall include in all contracts, subcontracts, and purchase orders for this project the following list of laws and regulations and shall require compliance with such laws and requirements:

- i. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) relating to non-discrimination in performance of the project and to the benefits.
- ii. Title VIII of the Civil Rights Act of 1968 (P.L. 90-284) as amended.
- iii. Executive Order 11246 dealing with non-discrimination in employment as amended by Executive Orders 11375.
- iv. The CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract.
- v. The relationship contemplated by this Contract may implicate the Privacy Regulations under the Health Insurance Portability and Accountability Act of 1996, Pub.L. No. 104-191, 110 Stat. 1936 (1996) (HIPAA). The CONTRACTOR shall comply with HIPAA and applicable regulations contained in 45 CFR parts 160 and 164. The CONTRACTOR shall enter into a Business Associate Addendum with the COUNTY if the COUNTY determines that the SUBRICIPIENT will be acting as Business Associate as defined under HIPAA.

During the performance of this AGREEMENT, the CONTRACTOR agrees as follows:

- i. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- ii. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- iii. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the CONTRACTOR's commitments under Section 202 of Executive Order

No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- iv. The CONTRACTOR will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- v. The CONTRACTOR will furnish all information and reports, required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for the purpose of investigation to ascertain compliance with such rules, regulations, and orders.
- vi. In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of such rules, regulations, or orders, this AGREEMENT may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies involved as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- vii. The CONTRACTOR will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each SUBCONTRACTOR or Vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the CONTRACTOR becomes involved in, or threatened with litigation with a SUBCONTRACTOR or vendor as a result of such direction by the contracting agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

## **2. NON-DISCRIMINATION CLAUSE**

During the performance of this AGREEMENT, the CONTRACTOR agrees as follows:

- i. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- ii. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in

conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- iii. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iv. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- v. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- vi. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vii. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- viii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- ix. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the

contractor may request the United States to enter into such litigation to protect the interests of the United States. [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966–1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971]

**3. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT – 2 C.F.R. Part 200, Appendix II(G); 42 U.S.C. §§ 7401-7671q.; 33 U.S.C. §§ 1251-1387**

- i. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- ii. The CONTRACTOR agrees to report each violation to Thurston County and understands and agrees that Thurston County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- iii. The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal funds.

**4. FEDERAL WATER POLLUTION CONTROL ACT**

- i. The CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- ii. The CONTRACTOR agrees to report each violation to Thurston County and understands and agrees that Thurston County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- iii. The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal funds.

**5. CONFLICT OF INTEREST AND CODE OF CONDUCT**

- i. The CONTRACTOR covenants that no person who presently exercises any functions or responsibilities in connection with the American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Fund (SLFRF) Program has any personal financial interest, direct or indirect, in this AGREEMENT. The CONTRACTOR further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The CONTRACTOR further covenants that in the performance of this AGREEMENT, no person having any conflicting interest will be employed. Any interest on the part of the CONTRACTOR or its employees must be disclosed to the COUNTY.
- ii. No officer, employee or agent of the CONTRACTOR shall participate in the selection, award, or administration of activity funded in whole or in part with CRF funds if a conflict of interest, real or apparent, would exist, nor shall their families, or those with whom they have business ties, so benefit.
- iii. In addition to the above, no official, employee, or agent of any federal, state, or local government for the area in which the project is located, nor members of their families, nor

those with whom they have business ties, have or acquire any interest, direct or indirect, in any contract or subcontract or its proceeds for work accomplished in support of this AGREEMENT, nor shall they have or acquire any interest, direct or indirect, in the project area which would conflict in any manner or degree with the project.

#### **6. DEBARMENT AND SUSPENSION OF CONTRACTORS**

- A. The CONTRACTOR shall assure that, its officers, agents, SUBCONTRACTORS, and consultants shall not fund, contract with, or engage the services of any consultant, SUBCONTRACTOR, supplier, or other party who is debarred, suspended, or otherwise ineligible to receive funds.
- B. The CONTRACTOR certifies that the CONTRACTOR is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in the AGREEMENT by any federal department or agency. If requested by the COUNTY, the CONTRACTOR shall complete a Certification Debarment, Suspension, Ineligibility, and Voluntary Exclusion form.

#### **7. BYRD ANTI-LOBBYING AND LITIGATION**

- A. Contractor agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. Contractor shall include the language of this provision in award documents for all sub-awards exceeding \$100,000 and require that sub-awardees submit certification and disclosure forms accordingly.
- B. In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure.
- C. All contracts awarded by Contractor shall contain, when applicable, the anti-lobbying provisions as stipulated in the Appendix at Title 40 CFR Part 30.
- D. Pursuant to Section 18 of the Lobbying Disclosure Act, Contractor affirms that it is not a non-profit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a non-profit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- E. Legal expenses required in the administration of Federal programs are allowable. Legal expenses for prosecution of claims against the Federal Government are unallowable.

#### **8. CERTIFICATION REGARDING LOBBYING**

By signing this agreement, CONTRACTOR certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit [Standard Form-LLL, "Disclosure Form to Report Lobbying,"](#) in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all CONTRACTORS shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

# ATTACHMENT 3

## Pricing Form

Request for Proposal No. 034-2024-TE-R001

### THURSTON COUNTY TRANSPORTATION SAFETY ACTION PLAN

The undersigned hereby certifies that they have examined and have read and thoroughly understand the Sample Local Agency Professional Services Cost Plus Fixed Fee Consultant Agreement including insurance requirements and the method by which payment will be made for said work.

**ESTIMATED COST:** \$\_\_\_\_\_

Provide a Detailed Break-out of Costs (See Attachment 3A for an example)

-----

Company Name: \_\_\_\_\_

Company Representative Name & Title: \_\_\_\_\_

BY: \_\_\_\_\_  **Sign here**

**SIGNATURE OF AUTHORIZED REPRESENTATIVE**

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

Title: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_

#### **ALL OFFERORS 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 \_\_\_\_\_

**ATTACHMENT 4**  
**RELEVANT EXPERIENCE**  
Thurston County Transportation Safety Action Plan

This section to be completed by **Proposer**

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

**ATTACHMENT 4**  
**PAST PERFORMANCE SURVEY**  
 Thurston County Transportation Safety Action Plan

**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.*

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

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

Name & Date:

Title:

**ATTACHMENT 4**  
**PAST PERFORMANCE RATING GUIDELINE**  
Thurston County Transportation Safety Action Plan

**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 5**  
**KEY PERSONNEL RESUME FORMAT**  
Thurston County Transportation Safety Action Plan

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 Agreement, including specific duties to be performed:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(d) No. of Years in Same Assignment as Proposed on the Agreement \_\_\_\_\_

(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:

Project Title: \_\_\_\_\_

Project Location: \_\_\_\_\_

Project Dollar Value: \_\_\_\_\_

Project Size: \_\_\_\_\_

Position Held: \_\_\_\_\_

Duties performed: \_\_\_\_\_

Company employed with during Project: \_\_\_\_\_