

REQUEST FOR PROPOSALS
THURSTON COUNTY
CLASSIFICATION/COMPENSATION STUDY
AND RECRUITMENT PRACTICES ASSESSMENT
SUBMISSION DEADLINE: June 15, 2021 at 3:00 pm PT

1. PURPOSE

Thurston County is seeking one or more qualified firms to complete a comprehensive classification and compensation study of the County's workforce, along with an assessment of its recruitment practices, and recommendations for improving its practices. The County seeks to increase equity and diversity in its hiring practices. Previous experience with public sector agencies is preferred. Although the intent is to award the study to one proposer, the County reserves the right to award one or multiple contracts based on the experience, qualifications, and proposals that best meet the scope of work outlined in this RFP. Thurston County encourages proposals from minorities, women, and disadvantaged business enterprises.

2. BACKGROUND AND GENERAL INFORMATION

Thurston County has approximately 1,200 employees who provide a wide scope of public services. The Board of County Commissioners is the County's legislative authority. There are 10 offices headed by elected officials and nine departments headed by appointed directors. Thurston County is committed to creating and fostering a workplace that is diverse and inclusive and we want to ensure our recruitment, retention, and promotional practices enhance workforce equity. The County also strives to structure work to provide the best service to the community while being good stewards of resources.

Thurston County has not conducted an in-depth, countywide review of its classification and compensation structure in recent years. In 2018, the Board of County Commissioners adopted the 2019-2020 Thurston County Strategic Plan. Initiative 18 tasked Human Resources with conducting a comprehensive review of all job classifications and to perform a benchmarking analysis of peer employers in the region to ensure we maintain competitive classifications and salary programs.

The Classification and Compensation project was to be conducted in phases, working with managers and unions to gather information to update class specs and to then conduct the market analysis. Study recommendations were to be presented to the Board of County Commissioners for approval and any approved salary adjustments were to be effective in the budget process. It was estimated that completion of the project would span multiple years (4 to 5). Work on the first phase of the project began in late 2019 and was to be completed in time for submission with the 2020 budget. However, in 2020 HR staff and resources were redirected to respond to the pandemic. These challenges continue to affect HR's ability to continue this work in-house, therefore the county is seeking a qualified firm to complete the

study.

The County has approximately 260 classifications (not including classifications in the Thurston County Sheriff's Office which are governed by the Civil Service System).

The Human Resources Department administers a variety of pay plans, which include:

- Union Represented Groups:
 - AFSCME Pay and Classification Plans (Range & Step):
 - 618-CO (General Courthouse Overtime Eligible & Overtime Exempt ¹)
 - 618-CO (Tollhouse Operators)
 - 618-Tilley (Roads Operations)
 - 618-DC (District Court)
 - Office and Professional Employees International Union Local 8 (OPEIU) – Juvenile Detention Officers (Range & Step)
 - Association of Deputy Prosecuting Attorneys (Range & Step)
 - Court Security Officers (new bargaining unit)

- Non-union Groups:
 - Non-represented Pay and Classification Plan (Range & Step, overtime eligible)
 - Management and Technical Plan (MTP) (Min/Max range spread; overtime exempt)
 - Defense and Civil Deputy Prosecuting Attorneys (Range & Step, overtime exempt)
 - At-Will Pay Plan – (Min/Max range spread, overtime exempt)

3. GOALS AND OBJECTIVES

The County's desired objectives are to:

- a. Effectively recruit diverse and qualified candidates.
- a. Enhance employee retention with competitive wages based on responsibilities, knowledge, and skills.
- b. Reduce pay inequities.
- c. Increase equity and diversity in our hiring practices.
- d. Maintain a competitive position with other comparable jurisdictions.

4. DESCRIPTION OF PROJECT

Thurston County is seeking proposals for professional services to conduct a countywide classification and compensation study report, along with an assessment of recruitment practices, and a report with recommendations for adjustments. The work will be performed in consultation with Human Resources and assigned county staff. Other stakeholders will be involved as appropriate.

¹ In January 2017, the AFSCME 618-CO union requested, via a "unit clarification petition," that the Public Employee Relations Commission (PERC) order unrepresented positions designated under the Management Technical Pay (MTP) Pay Plan be added to the 618-CO bargaining unit. In 2019 the County and Union entered into a settlement but have yet to move employees from the MTP Pay Plan (pay range) into the Step and Pay Plan.

5. SCOPE OF WORK AND DELIVERABLES

A responsive proposal will include a proposed methodology, approach, timeline, and costs that would accomplish the following outcomes:

A. Classification Study

1. Review of the County's current classification system and recommend revisions so they uniformly reflect distinguishing characteristics, essential job functions, minimum qualifications, required skills, knowledge and abilities, working conditions, and licensing or regulatory requirements.
2. Evaluation should include an assessment that classifications accurately reflect the value of different kinds of work and do not have a discriminatory effect in regard to race, color, creed, sex, age, national origin, religion, sexual orientation, gender identity, marital status, or mental or physical disability.
3. Identify career ladders, as appropriate.

B. Compensation Study

1. Conduct an evaluation of the public sector employers the County currently uses as comparables to set compensation and provide recommendations for appropriate changes to the external labor market/jurisdictions. Sufficient information evidencing the basis for final recommendation shall be provided.
2. Recommend appropriate benchmarking standards and conduct a market survey of selected positions to:
 - a. Evaluate the County's competitiveness in the external labor market.
 - b. Evaluate internal pay equity among positions performing similar work in complexity, responsibility, and required knowledge, skills, and abilities.
 - c. Identify pay compression or pay equity issues and provide potential solutions.
3. Provide recommendations for compensation placement and pay progression of overtime-exempt positions (in the MTP Pay Plan) added to the 618-CO bargaining unit (Pay and Class Pay Plan).
4. Analyze the current compensation structure, pay plans, and pay practices and recommend appropriate changes in pay administration based on best practices.

C. Recruitment Practices

1. Analyze the strengths and gaps in existing recruitment practices and recommend how best to increase equity, diversity, and inclusion in our recruitment and hiring practices.
2. Recommend training and education strategies for staff to reduce potential for discrimination and bias in recruitment and hiring practices.

The proposal(s) for the above shall include:

1. A project plan, communication plan, and information needed from the County and a list of additional services that may be necessary in performing a more thorough analysis.
2. Attend and facilitate preliminary strategy meetings with Human Resources and

assigned County staff, which may include labor groups, to discuss the goals, objectives, desired outcomes, process and methodology for the study. The proposer will provide periodic updates to these groups as deemed necessary.

3. Provide weekly written progress reports to the HR Director.
4. Submit a final report with an executive summary of the project results to the HR Director and present the findings, recommendations, and implementation strategy to the Board of County Commissioners, Elected Officials, Department Directors, County employees, and other identified groups.
5. Recommend implementation strategies including calculating the cost of implementing the study.

5. COUNTY CONTACT AND QUESTIONS

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

SUBMIT BY MAIL TO:

Maria Aponte, Director
Thurston County Human Resources Department
2000 Lakeridge Drive SW
Olympia, WA 98502

All questions related to this solicitation must be submitted in writing via email to the Human Resources Director. For a question to be considered, the subject line of the email must state the following: "RFP Questions." Questions should be succinct and must include the submitter's name, title, company name, company address, and email address. Questions should be submitted at least three (5) business days prior to the due date to maria.aponte@co.thurston.wa.us.

Questions will be answered and posted to the Thurston County Human Resources web site by 5 p.m. PT on June 11, 2021.

7. CONTRACT FORM

This solicitation includes the County's standard Professional Services Contract, attached. The selected proposer will be required to enter into a professional services contract in substantially the form attached, including insurance provisions. By submitting a proposal, each proposer certifies it accepts and is able to meet all requirements of the attached contract.

8. EXPENSES INCURRED

The County will not be responsible for any of the proposer's costs associated with participation in this RFP. All expenses related to the proposal, including any presentation and interview, are the sole responsibility of the proposer.

9. CHANGES AFTER SUBMISSION

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

10. CANCELLATION OR REJECTION OF PROPOSALS

The County retains the right to cancel this RFP, reject any or all proposals for good cause, or reject a proposal not accompanied by any data required by this RFP, or a proposal that is in any way materially incomplete or irregular. In the event of a cancellation, or if all proposals are rejected, all applicants will be notified by mail or electronic means.

11. INSURANCE REQUIREMENTS

Prior to responding to this solicitation, interested firms should ensure that they can provide the insurance coverage requirements specified in the standard contract document attached to this solicitation.

Formal proof of insurance shall be required during negotiations with the apparent successful proposer(s) and prior to contract execution. Proposers may also elect to provide insurance documents within their proposal.

12. NONDISCRIMINATION

Thurston County hereby notifies all proposers that it will affirmatively ensure that all will be afforded full opportunity to submit proposals in response to this solicitation and will not be discriminated against because of race, color, creed, ethnicity, religion, national origin, age, sex, marital status, veteran or military status, sexual orientation, or the presence of any disability. Implementation of this policy shall be consistent with RCW 49.60.400. Individuals with disabilities who need accommodation with the submission process should contact the ADA Coordinator, Human Resources, at (360) 786-5498 or through Washington Relay: 711 or 800-833-6388.

13. REQUIREMENTS FOR SUBMITTAL

All proposals must include the following information:

- Section 1: Cover letter with name of the proposer, physical address, mailing address, and contact telephone numbers; a summary of the proposal, including specific experience and qualifications of key personnel that will perform the work, including any experience providing similar work and services for public sector organizations. The County is interested to know if a firm has recent experience with county government in the State of Washington and the nature and extent of that work.
- Section 2: Work Plan and Approach - Details of the proposal, solutions, methodology, deliverables, and proposed timeline for tasks outlined in the Scope of Work. Proposers may include tasks they believe would add value to the proposal.

Section 3: Pricing – Include a detailed description of tasks and deliverables with a cost breakdown of all services, to include:

- Number of hours per major task,
- Individuals performing activities per major task,
- Hourly rate per individual,
- Any additional reimbursable costs with each major task, and
- Total time and cost to complete the study.

Section 4: Other information relevant to the proposal.

Section 5: References - A list of five (5) public-sector entities for which the proposer has conducted comprehensive classification and compensation studies, including telephone, addresses, and email contact information.

All proposals should be sent to:

Maria Aponte, Human Resources Director
Thurston County
2000 Lakeridge DR SW
Olympia, WA 98502

All proposals must be in a sealed envelope and clearly marked in the lower left-hand corner: “RFP Classification/Compensation Study” and must be received by **June 15, 2021 at 3:00 pm PDT**. Five (5) copies of the proposal must be presented. Faxed, electronic, or telephone proposals will not be accepted. Any proposals received late will not be considered.

All documents and electronic media submitted to the County pursuant to this solicitation shall, upon receipt by the County, become the property of the County and will not be returned. All proposals and materials submitted are considered public records and are subject to public disclosure.

14. INITIAL SCREENING OF PROPOSALS

All proposals will be initially screened for responsiveness and completeness. Incomplete proposals will be considered nonresponsive and will not be further evaluated.

15. EVALUATION CRITERIA

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

Criteria	Weight (In Points)
1. Responsiveness of the written proposal and scope of services.	10
2. Qualifications, experience, and ability of the individuals to provide the services requested in this RFP.	30
3. History of meeting project deadlines and	30

successfully completing studies of this scope and type with similar public employers.	
4. Fee structure and costs associated with developing, conducting, and presenting the study.	30
Total Points	100

16. EVALUATION PROCESS

A recommendation committee will rank all proper submittals based on the evaluation criteria outlined in Section 15. At the County’s discretion, the top-ranked proposers may be contacted and asked to submit more detailed or supplementary information and/or be invited to participate in interviews. If interviews are held, then the County will conduct a final evaluation of the proposers based on the criteria listed in Section 15.

The County may check references and conduct investigations as necessary to determine the ability of proposers to perform the project and to verify the representations made in the selection process. The County may also obtain and use information in addition to that contained in the proposals from any source desired. This includes government regulators and customers of the proposers, regardless of whether or not the references were supplied by the proposers.

17. SELECTION

A contract will be awarded to the responsive and responsible proposer whose proposal is the most advantageous to the County 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.

If the County is unsuccessful in negotiating with the selected proposer, or if the proposer does not execute the contract within the timeframe specified by the County, the County may terminate negotiations and proceed with the next-highest evaluated proposer, and so on until an agreement is reached with one of the proposers, or may reject all proposals and terminate the process.

The contract will not be final until approved by the Board of County Commissioners and executed by the County.

The County will sign the contract only upon receipt of all required documents, including, but not limited to, certificates of insurance and W-9.

18. PROPOSAL SCHEDULE AND ESTIMATED TIMELINES

The following is a *tentative* outline of the selection procedure and a time schedule. Thurston County reserves the right to adjust or reschedule milestones as necessary.

Release RFP	May 25, 2021
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Deadline for submission of proposals	June 15, 2021 by 3 p.m. PST
Review and evaluate RFPs submitted.	June 16, 2021
Interviews	June 18, 2021
Recommendation of award to the Board of County Commissioners.	June 22, 2021
Contract Negotiation	June-July 2021
Commencement of Work and Services	Upon Execution of Contract key dates will be determined.

ATTACHMENTS: Professional Services Contract

ATTACHMENT 1

PROFESSIONAL SERVICES CONTRACT

THURSTON COUNTY/_____.

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

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

1. DURATION OF CONTRACT

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

2. SERVICES PROVIDED BY THE CONTRACTOR

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

The CONTRACTOR shall perform the following services:

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

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

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

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

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

3. SERVICES PROVIDED BY THE COUNTY

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

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

4. CONTRACT REPRESENTATIVES

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

- a. For CONTRACTOR:

Name of Representative: _____

Title: _____

Mailing Address: _____

City, State and Zip Code: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

- b. For COUNTY:

Name of Representative: _____

Title: _____

Mailing Address: _____

City, State and Zip Code: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

5. COMPENSATION

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

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

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

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

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

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

6. AMENDMENTS AND CHANGES IN WORK

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

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

7. HOLD HARMLESS AND INDEMNIFICATION

a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, losses, expenses, damages, and judgments of any nature whatsoever, including costs and attorneys fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the CONTRACTOR'S acts, errors or omissions or the acts, errors or omissions of its employees, agents, subcontractors or anyone for whose acts any of them may be liable, in the performance of this Contract. Claims shall include, but not be limited to, assertions that information supplied or used by the CONTRACTOR or subcontractor infringes any patent, copyright, trademark, trade name, or

otherwise results in an unfair trade practice. PROVIDED HOWEVER, that the CONTRACTOR'S obligations hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTY, its officers, officials, employees or agents. PROVIDED FURTHER, that in the event of the concurrent negligence of the parties, the CONTRACTOR'S obligations hereunder shall apply only to the percentage of fault attributable to the CONTRACTOR, its employees, agents or subcontractors.

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

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

8. INSURANCE

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

The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the CONTRACTOR'S services defined in this Contract. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the CONTRACTOR'S services as defined by this Contract including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Contract.

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

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

c. **Commercial General Liability:** The CONTRACTOR shall maintain Commercial General Liability coverage for bodily injury, personal injury and property damage, subject to

limits of not less than \$ 1,000,000 per loss. The general aggregate limit shall apply separately to this Contract and be no less than \$1,000,000.

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

d. Automobile Liability: The CONTRACTOR shall maintain Business Automobile Liability insurance with a limit of not less than \$25,000 each accident combined Bodily Injury and Property Damages. Coverage shall include owned, hired and non-owned automobiles.

e. Other Insurance Provisions:

- i. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected and appointed officers, officials, employees and agents.
- ii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.
- iii. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- iv. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

- v. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.
- vi. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced.

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

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

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

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

9. **TERMINATION**

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

b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract

notwithstanding any other termination provision of the Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by the COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract are allowable.

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

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

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

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

11. NON-WAIVER OF RIGHTS

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

12. INDEPENDENT CONTRACTOR

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

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

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

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

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

13. COMPLIANCE WITH LAWS

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

14. INSPECTION OF BOOKS AND RECORDS

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

15. NONDISCRIMINATION

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

16. OWNERSHIP OF MATERIALS/WORK PRODUCED

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

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

17. **DISPUTES**

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

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

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

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

19. **SEVERABILITY**

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

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

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

20. **ENTIRE AGREEMENT**

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

21. **NOTICES**

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

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

CONTRACTOR:

Thurston County, Washington

Firm: _____

By: _____

By: _____

Title: _____

Signature: _____
(Authorized Representative)

Date _____

Date _____

Title: _____

Address: _____

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

EXHIBIT A

PROFESSIONAL SERVICES CONTRACT

THURSTON COUNTY/_____

SCOPE OF SERVICES

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

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

EXHIBIT B

PROFESSIONAL SERVICES CONTRACT

THURSTON COUNTY/_____

COMPENSATION

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