



## Thurston County, Washington

Public Works  
9605 Tilley Road S, Suite C  
Olympia, Washington 98512

### REQUEST FOR PROPOSAL (RFP) NO. 034-2021-PW-R001 MATERIALS TESTING AND INSPECTION SERVICES OPEN-ORDER/ON-CALL

#### Solicitation Documents

**RFP Issuance Date:** May 6, 2021

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

#### Proposal Due Date

**Proposals are due by not later than:** 3:00 p.m. PDT on May 27, 2021

#### Proposal Acceptance Location

**Sealed Proposals 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*

Name of Point of Contact: Steve Bricker

Email: [steve.bricker@co.thurston.wa.us](mailto:steve.bricker@co.thurston.wa.us); Phone: 360-867-2361

#### Pre-Proposal Conference

**There will be no pre-proposal conference for this RFP.**

General information about Thurston County Public Works can be found on the County's website at [www.co.thurston.wa.us/publicworks](http://www.co.thurston.wa.us/publicworks).

**REQUEST FOR PROPOSAL NO. 034-2021-PW-R001**  
**MATERIALS TESTING & INSPECTION SERVICES**  
**OPEN-ORDER/ON-CALL**

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Materials Testing & Inspection Services Open-Order/On-Call

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## **REQUEST FOR PROPOSAL NO. 034-2021-PW-R001**

### **MATERIALS TESTING & INSPECTION SERVICES**

### **OPEN-ORDER/ON-CALL**

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#### **SECTION 1 – OVERVIEW OF SOLICITATION AND SCHEDULE**

##### **1.1 PURPOSE AND OBJECTIVES**

Thurston County, Washington, Public Works, (hereafter “County”) is requesting proposals from qualified firms interested in providing Materials Testing and Inspection Services on an open order/on-call basis. It is the County’s intent to establish an individual non-exclusive on-call contract with one qualified firm for materials testing, inspection, and lab analysis services on an “as-needed” or on-call basis as budget allows. The County desires to have an on-call contract to quickly obtain quality assurance compliance and acceptance of public works (construction) projects. Although these contracts are intended primarily to support the Public Works Department, other County departments with areas of oversight in public facilities and, parks and trails may also use these contracts after coordination with the Public Works Department.

The County is responsible for maintaining over 1,100 miles of road, 133 bridges, 3,000 culverts, and numerous stormwater treatment facilities; operating three water utilities, four sewer utilities, a solid waste transfer station, a closed landfill, two drop-box facilities, and multiple campus sites; and providing general public works services to the residents of unincorporated Thurston County. Although no specific projects have been identified at this time, anticipated projects are identified in the following planning documents:

- Thurston County Capital Improvement Program Plan (CIP), which can be viewed at [http://www.co.thurston.wa.us/planning/cap-facilities-plan/cap\\_facilities\\_home.htm](http://www.co.thurston.wa.us/planning/cap-facilities-plan/cap_facilities_home.htm)
- Thurston County Transportation Improvement Program, 2021-2026 (TIP), which can be viewed at [https://www.co.thurston.wa.us/publicworks/docs/engineering/TIP\\_2021-2026\\_FINAL.pdf](https://www.co.thurston.wa.us/publicworks/docs/engineering/TIP_2021-2026_FINAL.pdf)

As construction projects are initiated, Thurston County anticipates the need for the following services:

##### Materials Testing and Inspection Services

Professional services, often on short notice, related to construction material inspection, sampling, and field and accredited laboratory testing of various materials including, but not limited to, soil, aggregate, hot mix asphalt, and concrete, in accordance with applicable federal and state guidelines and American Society for Testing and Materials (ASTM) specifications, as well as associated documentation and report writing. Services may also include some specialized inspections including structural, metal welding, and material composition analysis.

##### **1.2 SCOPE OF WORK**

The contract awarded under this RFP will be between the County and the selected firm (hereafter referred to separately as the “Consultant”). The materials testing and inspection services may consist of the following:

- A. Inspection, sample collection, and field and/or laboratory testing of various construction materials and environmental samples, as well as associated documentation and report writing.
- B. Coordinating with regulatory agencies, other County departments, consultants, and contractors.

- C. Other types of services requested by the County that are consistent with the intent of this RFP.

See Attachment 1 - Statement of Work Dated 04/01/2021 for additional details regarding the specific types of inspections, testing, and lab analysis reporting that may be required.

The consultant will be required to respond to task order requests from the County for specific work under the open-order/on-call contract as the need arises. In response to each task order request which will include the construction documents, the consultant will prepare, in the format specified by the County, a scope of work detailing the list of inspections and testing required with correlating unit prices based on approved rate schedule, estimated budget for the effort, and schedule for the County's review and approval. The County will authorize services through issuance of individual task order that will define in detail the final scope, schedule, fee structure, and budget for the work as agreed to between the County and the consultant. The consultant shall be responsible for performing all work as described in the task orders issued under the open-order/on-call contract, and all individuals and entities performing the work shall have the appropriate licenses, certifications, accreditations, and/or credentials that demonstrate competency for that work.

Note: No task orders will be issued with federal funds; only local funds will be authorized.

### 1.3 RFP SCHEDULE (ESTIMATED)

Following is the schedule for this RFP. The dates shown below that are preceded by an asterisk are tentative, provided for information only, and subject to change at the sole discretion of the County.

Date	Activity
May 6, 2021	RFP Issuance
May 20, 2021	Cut-off Date for Questions
May 27, 2021	Proposal Due Date
June 01, 2021	Evaluation and Scoring
June 08, 2021	Negotiation of Rates/Fees (as necessary)
July 01, 2021	Executed Contract

### 1.4 CONTRACT PERIOD AND BUDGET

The County anticipates the on-call contract will be for a maximum duration of six years with an initial two-year term and two, two-year renewal options. Options will be exercised at the sole discretion of the County. The contract value will be for a maximum of **\$250,000.00**. The contract may be increased to meet ongoing needs of the County for the services requested up through the contract period of performance. There is no guarantee of work under these contracts. In addition, the County reserves the right to solicit separate contracts for specific projects at its sole discretion.

### 1.5 PRE-PROPOSAL CONFERENCE

The County does not intend to hold a pre-proposal conference for this RFP.

### 1.6 MINIMUM QUALIFICATIONS

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

- A. The proposing firm shall have been in business for a minimum of five years from the date of issuance of this RFP.
- B. The designated Program/Project Manager shall be a permanent, full-time employee of the proposing firm and have a minimum of five (5) years of experience, either with the proposing firm or other firm, managing and providing similar services to those requested under this solicitation.
- C. Firms shall be fully certified by the Washington Association of Building Officials (WABO) and the American Association of State Highway and Transportation Officials (AASHTO).

### 1.7 CONTRACT COMPENSATION

A. **EXPENSES:** Consultant expenses will be reimbursed at cost with the exception of:

- Subconsultant services will be reimbursed at cost plus negotiated markup.
- Services provided by a third party will be reimbursed at cost plus negotiated markup.

Costs marked up by a sub-tier shall be passed through to higher tiers as a direct cost. In no case shall the mark up at any tier exceed the negotiated percentage.

Reimbursable expenses by a sub-tier shall be passed through to higher tiers as a direct cost. In no case shall markup be applied to reimbursable expenses at any level.

B. **RATES:** Rates are fully burdened inclusive of overhead and profit (Billing Rate) and will remain in effect for the contract term unless renegotiated and agreed to by both parties in a written amendment.

Rates may be adjusted no more than once annually and will be tied to the CPI for the Seattle-Tacoma-Bellevue area.

The negotiated Rate Schedule will be incorporated into the executed Professional Services Contract.

C. **OVERTIME:** The County will allow overtime rates for preapproved labor categories, as required by federal law, at 1.5 times the rate when approved in advance by the Thurston County Project Manager and when required by the nature of the work. The consultant shall submit a list of labor classifications to which overtime rates are applicable to by law.

## SECTION 2 – INFORMATION FOR PROPOSERS

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

## 2.1 SOLICITATION DOCUMENTS

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

## 2.2 COUNTY CONTACT AND QUESTIONS

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

Mr. Steve Bricker  
Thurston County Public Works  
9605 Tilley Road S, Suite C  
Olympia, Washington 98512  
Email: [steve.bricker@co.thurston.wa.us](mailto:steve.bricker@co.thurston.wa.us)

All questions related to this solicitation must be submitted in writing via email to the contact person identified above. For a question to be considered, the subject line of the email must state the following: "RFP No. 034-2021-PW-R001 Questions." Questions should be succinct and must include the submitter's name, title, company name, company address, and email address.

Material questions received by the deadline specified in Section 1.3 of this RFP will be answered in writing in the form of an addendum and posted to the Thurston County website within five business days after the deadline for questions. The County will accept questions related to this solicitation only by email and only to the contact person identified above. No verbal answers to questions by County personnel will be binding on the County.

## 2.3 ADDENDUM TO SOLICITATION

If any questions or responses require revisions to this solicitation as it was originally published, such revisions will be made by formal addendum issued by the County and shall become part of this solicitation. Proposers are cautioned that any written, electronic, or oral representations made by any County representative or other person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written addendum to this solicitation issued by the County. This solicitation and any subsequent addenda will be posted on the Thurston County website at <https://www.thurstoncountywa.gov/tchome/Pages/rfprfq.aspx>. It is the sole responsibility of each proposer to ensure that they have obtained all addenda to this solicitation prior to submitting a Proposal. Proposals that do not reflect information in issued addenda may be rejected by the County as nonresponsive.

## 2.4 CONTRACT FORM

This solicitation includes the County's standard Professional Services Contract (Attachment 2) in order to allow proposers an opportunity to review the terms and conditions. A proposal in response to this solicitation shall constitute acknowledgement that the proposer has thoroughly examined and is familiar with this standard contract. Proposers must include and clearly detail any exceptions, revisions, or additions to these contract terms and conditions in their proposal. The County shall negotiate with the successful proposer only those exceptions, revisions, or additions to the standard contract terms and conditions that were identified in the proposer's original proposal; however, the County does not guarantee its acceptance of any such exceptions, revisions, or additions noted by a proposer.

## **2.5 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.

## **2.6 OFFEROR INVESTIGATIONS**

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

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

## **2.7 CHANGES AFTER SUBMISSION**

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

## **2.8 SUBMISSION CONFLICTS**

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

## **2.9 EX PARTE COMMUNICATIONS**

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

## **2.10 ETHICS AND CONFLICT OF INTEREST STATEMENT**

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

### **2.11 QUALIFICATION OF PROPOSERS**

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

### **2.12 BUSINESS LICENSE**

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

### **2.13 INSURANCE REQUIREMENTS**

Prior to responding to this solicitation, interested firms should ensure that they can provide the insurance coverage requirements specified in the contract document included in Attachment 2 of this solicitation. Formal proof of insurance will be required during negotiations with the apparent successful proposer and prior to contract execution. Proposers may also elect to provide insurance documents within their proposal.

### **2.14 INTEREST IN MORE THAN ONE PROPOSAL, AND COLLUSION**

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

### **2.15 CONTRACT AWARD IS IN THE BEST INTEREST**

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

### **2.16 NONDISCRIMINATION**

Thurston County hereby notifies all proposers that it will affirmatively ensure that all will be afforded full opportunity to submit a proposal in response to this solicitation and will not be discriminated against because of race, color, creed, ethnicity, religion, national origin, age, sex, marital status, veteran or military status, sexual orientation or the presence of any disability. Implementation of this policy shall be consistent with RCW 49.60.400.

### **SECTION 3 – PROPOSAL INFORMATION AND CONTENT**

This Section provides the requirements for the content and organization of the Proposal. Proposal contents shall be assembled, identified, and arranged as specified below. Failure to include any of the requested contents and arrange the contents in the order specified may be cause for rejection of the proposal as nonresponsive. All documents and electronic media submitted to the County pursuant to this solicitation shall, upon receipt by the County, become the property of the County.

#### **3.1 GENERAL PROPOSAL STANDARDS**

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

- A. Proposals must be received by the County at the location and by the date and time specified in Section 3.2 of this solicitation, except as revised by addendum. Proposers are responsible for ensuring that their proposal arrives at the specified County location by the deadline. The County shall not be responsible for any delivery errors. Late proposals will not be accepted or considered.
- B. 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.
- C. The use of at least thirty percent (30%) recycled-content paper is encouraged.
- D. The use of covers or binders shall be limited, and if used, shall be recyclable, made from recycled materials, and/or easily removable to allow for copying or recycling of pages. Plastic covers or dividers shall be avoided.
- E. Unnecessary attachments or documents not specifically asked for in this solicitation should be avoided. Elaborate or expensive 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.

#### **3.2 PROPOSAL PROCEDURES**

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

- Three (3) bound copies of the proposal;
- One (1) unbound original proposal marked as “original”; and
- One (1) electronic copy of the complete proposal in PDF format on a USB flash drive.

Proposals must be received by the County not later than 3:00 p.m. local time on May 27, 2021. Late proposals will not be accepted or considered. Timely submission is solely the responsibility of the respective proposer.

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

Thurston County Public Works  
9605 Tilley Road S, Suite C  
Olympia, Washington 98512

*Reception Desk Hours: 8:00 a.m. to 5:00 p.m., Monday through Friday  
Phone: 360-867-2300*

Submissions sent by fax or electronically (e.g., email) will not be accepted as both hard copies and an electronic copy are required.

### **3.3 PROPOSAL CONTENT**

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

Proposers shall adhere to the maximum page counts for proposal contents as indicated below. Note that one (1) side of a piece of paper with printing of any kind shall be counted as one (1) page; one (1) piece of paper with printing on both sides shall be counted as two (2) pages. 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.

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

##### **Outside Covers**

The front cover shall be of plain white stock with text and graphics limited to: the RFP number; RFP name/title; proposal date; proposer's name and business address, email address, telephone number, web address, and contact person's name. The back cover shall be of white cover stock and entirely blank.

##### **Proposal Form**

Include one (1) fully executed copy of the **Proposal Form** that is provided in Attachment 3 – FORMS of this solicitation. The executed original of the Proposal Form shall have an original longhand signature in blue ink and shall be included in the hard-copy proposal that is marked "Original." The additional required proposal copies may include photocopies of the original executed Proposal Form. Failure to include a fully completed Proposal Form using the form provided in this solicitation shall be cause for rejection of the entire proposal. The Proposal Form must be signed by a person authorized to legally bind the proposer.

##### **TABBED SECTION #1: Minimum Qualifications Summary**

Provide a single page that clearly lists each of the Minimum Qualifications in Section 1.6 of this solicitation and provide a detailed statement as to how the proposer meets each requirement. The County's determination as to whether a proposer meets the Minimum Qualifications shall be made from this 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.

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

Include the following information in this section, which shall not exceed eight (8) pages total.

Materials Testing & Inspection Services (Open-Order/On-Call)

A. General Information

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

- Office location(s) that will provide services under the on-call contract and number and types of employees at this location(s);
- A list of current applicable licenses, certifications, accreditations, and/or credentials for the firm's employees or other entities (e.g., subcontractor, laboratory) that demonstrate competency for the work that will be performed under the contract; and
- A concise summary of the firm's general capabilities, qualifications, and experience in providing similar materials testing and inspection services to government and/or public agencies.

B. Relevant Project Experience

List at least three (3) specific projects completed by the firm within the past five (5) years that are similar to the services requested in this solicitation. For each project listed, provide: a brief description, the names of the project manager and key personnel, project start and end dates, initial budget and final cost, and client name and contact information.

C. References

Provide a list of references consisting of at least three (3) clients to which the firm has provided services within the last seven (7) years. For each client listed, identify the specific services provided and the inclusive dates for provision of services (i.e., contract period). Also provide for each client listed a valid contact name to be used as a reference, company and department name, title, full mailing address, email, and telephone number. Note that references for government and/or public agencies are preferred. The County also has the right to check other references that were not submitted.

**TABBED SECTION #4: Offerings, Rates, and Responsiveness:**

Submit a table that includes the following:

- Comprehensive list of Laboratory and Testing Services offered, Unit Prices/Rates and Response Time
- Comprehensive list of Labor Categories and fully burdened Hourly Rates and Response Time to a call placed for inspection services
- Rates charged for delivery and pickup of items to and from construction sites
- Rates for mileage
- Special charges or other fees that may apply to the company's services

**SECTION 4 – EVALUATION AND SELECTION**

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

**4.1 INITIAL SCREENING OF 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.

**4.2 EVALUATION CRITERIA**

The County will evaluate and score the proposals based on the following criteria:

EVALUATION CRITERIA	WEIGHT
Minimum Qualifications identified in para 1.6 have been met.	GO / NO GO  Proposals that don't meet the minimum qualifications will not be considered for award
Qualifications and Capability of the Firm and Key Personnel.	10%
Firm's Experience on similar projects for Materials Testing & Inspection.	10%
The Firm's past performance on similar Materials Testing & Inspection projects based on feedback from reference checks including reference checks from other sources not submitted.	20%
Comprehensive list of testing services offered at reasonable rates. Comprehensive list of Labor Categories offered at reasonable rates.	40%
Ability to respond as needed and proximity to projects.	20%
TOTAL	100%

**4.3 EVALUATION PROCESS**

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

**4.4 SELECTION AND NEGOTIATION**

The County will select the highest-ranked proposer based on the criteria and evaluation process outlined above.

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.

#### **4.5 BOARD APPROVAL AND CONTRACT EXECUTION**

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

Once the County has finalized and issued a contract for signature, the successful contractor 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 5 – CONTRACT TERMS AND CONDITIONS**

Attachment 2 is a sample of the 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 and approval by the Board of County Commissioners prior to being submitted to that proposer for signature and final execution by the County.

### **SECTION 6 – FORMS**

The Attachment 3 Proposal Form must be completed by the proposer for inclusion in the proposal.

- **Proposal Form** – The one-page Proposal Form must be completed in entirety and executed by a person authorized to legally and contractually bind the proposer, or the proposal may be rejected by the County. The executed Proposal Form must be included in the submission as directed in Section 3.3 of this solicitation.

## **ATTACHMENT 1**

### **Statement of Work**

#### **1.0 INTRODUCTION/BACKGROUND**

Thurston County ("County") is responsible for maintaining over 1,100 miles of road, 133 bridges, 3,000 culverts, and numerous stormwater treatment facilities; operating three water utilities, four sewer utilities, a solid waste transfer station, a closed landfill, two drop-box facilities, and multiple campus sites; and providing general public works services to the residents of unincorporated Thurston County.

The County does not have the resources in-house to perform required materials testing and inspection services necessary to obtain quality assurance compliance and acceptance of public works (construction) projects.

The County anticipates the need for these services on numerous upcoming projects over the next several years. A list of potential projects that may require these services can be found in the following planning documents:

- Thurston County Capital Facilities Plan (CFP), which can be viewed at [http://www.co.thurston.wa.us/planning/cap-facilities-plan/cap\\_facilities\\_home.htm](http://www.co.thurston.wa.us/planning/cap-facilities-plan/cap_facilities_home.htm)
- Thurston County Transportation Improvement Program, 2021-2026 (TIP), can be viewed a [https://www.co.thurston.wa.us/publicworks/docs/engineering/TIP\\_2021-2026\\_FINAL.pdf](https://www.co.thurston.wa.us/publicworks/docs/engineering/TIP_2021-2026_FINAL.pdf)

#### **2.0 SCOPE OF WORK**

Contractor will provide all management, materials, equipment, labor, and other items necessary to provide various construction material testing, inspection and laboratory services for various County construction projects and other projects as needed. The quantity and duration of projects will depend on the County's requirements and needs of these services. Services may be required on construction sites, the facilities of material suppliers, manufacturers and/or fabricators.

Laboratory testing will be performed at an accredited laboratory facility or the firm's facility.

The materials testing, inspection, and laboratory services to be provided are expected to cover a full range of services; these may include, but are not limited to, any or all of the following:

#### **Project Management and Coordination**

- Provide a designated Project Manager(s) for the duration of any assigned construction project.
- Scheduling and coordination of Services to not delay work by the County or the County's contractor.
- Provide inspection and weekly test reports for inclusion into the project files.
- Provide final inspection reports to the County.

### **Field Inspection, Sampling and Testing**

- Field sampling and testing of concrete for slump, temperature, unit weight, air content and molding of compressive or flexural strength specimens performed by personnel certified by the American Concrete Institute (ACI) as a Concrete Field-Testing Technician – Grade 1.
- Sampling of aggregates, soil, soil-aggregate mixtures or asphalt at the source or jobsite, including from stockpiles and/or trenches.
- Field compaction testing using a nuclear density gauge for soil, soil-aggregate mixtures, and Hot Mix Asphalt (HMA per WSDOT 5-04).
- Obtaining drilled cores of asphalt or concrete.
- Proctor and/or Rice laboratory densities.
- In-situ density testing.
- Suspect on-site soil sampling, laboratory testing and reporting.

### **Reporting**

Contractor will process both field and laboratory data. A copy of each report will be emailed the day they are completed. Reports included, but are not limited to:

- Analytical results from laboratory, summarized into draft and final reports.
- Gradation conformance with accepted HMA Mix Design.
- Percent Binder.
- Volumetric properties.

### **Laboratory Testing**

- Nuclear Density Testing on pavement and aggregate.
- Gradation Testing (Soil).
- Rice Density Testing (Asphalt).
- Extraction/Gradation (Asphalt).
- Structural concrete Reinforcement steel weld testing.
- Concrete and Masonry testing.
- Fireproofing.
- Mechanical/Electrical/Plumbing testing.
- Building envelope inspection.
- Smoke Control Inspections.
- Additional material testing as needed.

### **Certification, Standards and Requirements**

- Washington Association of Building Officials (WABO) certified inspection services, as required by authority having jurisdiction (AHJ), and as outlined in Chapter 17 of the International Building Code (IBC).
- Testing to be per the following standards as outlined in project specifications and AHJ:
  - Washington State Department of Transportation (WSDOT)
  - American Society for Testing Materials (ASTM)
  - American Concrete Institute (ACI)
  - American National Standards Institute (ANSI)
  - American Association of State Highway and Transportation Officials (AASHTO)

Additional other miscellaneous tasks generally associated with materials testing and inspection for Thurston County public works projects.

### **3.0 Work/Task Order Execution**

#### **a. Work/Task Order Proposals:**

(1) Work/Task Order will be issued on an as needed basis. Short notice for testing is frequently necessary.

(2) The Project Manager will request consultant provide a scope, schedule and fee proposal based on a set of construction drawings for a specific project.

(3) The County will not pay for time or materials associated with development of fee proposals unless such costs are approved by the Project Manager and consultant in advance.

(4) Work/Task Order proposals shall be signed and submitted by the consultant representative to the County's Project Manager in writing. Proposals shall include the following:

- Description of Work/Task Order scope including types and number of tests
- Consultant's staffing titles and rates as negotiated
- Hours per task
- Sub-tier consultant scope and deliverables (when applicable)
- Anticipated reimbursable costs
- Total proposal with Not to Exceed dollar amount

(5) Work/Task Order final scope, schedule and fee will be negotiated.

#### **b. Work Order Execution:**

A Work/Task Order Notice to Proceed letter will be issued authorizing the consultant to begin work.

c. Work Order Revision:

(1) Revisions include when the consultant becomes aware of the potential to exceed the executed amount or when changes are requested by the Project Manager.

(2) Consultant shall provide a revised proposal detailing all revisions following the same procedure as paragraph 3(a)(4) above. Consultant shall not proceed with changed work until a revised Work/Task Order is executed by the County via an amended Notice to Proceed letter.

d. Payment Schedule:

(1) Each Work/Task Orders shall be invoiced separately; do not combine Task Orders on a single invoice.

(2) Invoices are to be submitted within 30 calendar days from completion of the work.

(3) Invoices are to be sent via email to the Thurston County Public Works Accounts Payable in-box address: [PWAP@co.thurston.wa.us](mailto:PWAP@co.thurston.wa.us). The subject line of email should include the Contract #/Task Order # and Project Title.

(4) Invoices are to be sent as a single document and may be in pdf or word format, and the contents of the invoice shall include:

- Company name and address
- Contract Number, Task Order Number, and Project Title/Number
- Invoice number and date
- Billing period for which invoice is being submitted
- Amount of Work/Task Order, amount previously paid, and amount due on the invoice
- Remittance terms and instructions
- Detailed breakout as follows:
  - Tasks, Labor Categories, Rates and Hours. Note: Rates/Fees billed should not exceed the Maximum Authorized Rate on the negotiated Rate/Fee Table.
  - Subconsultant fee broken out in same level of detail with supporting documentation
  - Reimbursables: item, unit price, quantity, total cost

(5) Payments will be made within 30 calendar days of receipt of a proper invoice.

e. Work/Task Order Closure:

When work has been completed and final invoice processed by the County, a Work/Task Order Notice of Completion will be issued by the County.

f. Work Order Termination:

The County may terminate the Work/Task Order at its convenience with or without cause. In such case, the Consultant shall be paid for all work performed and reasonable expenses properly incurred in connection with the termination.

PROFESSIONAL SERVICES CONTRACT  
THURSTON COUNTY / [CONTRACTOR].  
Materials Testing & Inspection Services  
Open-Order/On-Call

**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 [NAME OF COMPANY], with its principal offices at [contractor address], hereinafter “**CONTRACTOR**.”

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

1. **DURATION OF CONTRACT**

The term of this Contract shall begin on the date last executed below and shall terminate on [Date] unless renewed or terminated sooner as provided herein.

This contract shall be for a maximum of 6 years including: one (1) two-year initial period with four (4) one-year option renewals. Option renewals shall be at the sole discretion of the County. The contract period of performance will be extended through an Amendment to the contract.

2. **SERVICES PROVIDED BY THE CONTRACTOR**

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

The CONTRACTOR shall perform the following services:

[Materials Testing & Inspection Services including reporting documentation.]

- 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: Steve Bricker  
Title: Construction & Engineering Support Manager  
Mailing Address: 9605 Tilley Rd S  
City, State and Zip Code: Olympia, WA 98512  
Telephone Number: 360-867-2361  
Fax Number: \_\_\_\_\_  
E-mail Address: [steve.bricker@co.thurston.wa.us](mailto:steve.bricker@co.thurston.wa.us)

**5. COMPENSATION**

- a. For the services performed hereunder, the CONTRACTOR shall be paid based upon mutually agreed rates contained in Exhibit B, which is attached hereto and incorporated herein

by reference. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed **\$[250,000.00]**, unless otherwise amended.

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

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

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

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

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

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

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

e. **Other Insurance Provisions:**

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

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

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

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

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

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

## 9. **TERMINATION**

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

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

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

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

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

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

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

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

#### 12. **INDEPENDENT CONTRACTOR**

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

b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and the CONTRACTOR is not entitled to any County

benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to Thurston County employees.

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

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: \_\_\_\_\_  
Jennifer D. Walker  
Public Works Director

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/ **[CONTRACTOR]**

**[Materials Testing & Inspection Services Materials Testing & Inspection Services  
Open-Order/On-Call]**

**SCOPE OF SERVICES**

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

**[list scope of services or tasks to be performed]**

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

**[list scope or tasks to be performed]**

EXHIBIT B

PROFESSIONAL SERVICES CONTRACT

THURSTON COUNTY/ **[CONTRACTOR]**  
**[Materials Testing & Inspection Services  
Open-Order/On-Call]**

**COMPENSATION**

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

**[state lump sum amount and additional break-out if available]**

SAMPLE

**ATTACHMENT 3**  
**PROPOSAL FORM**

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**REQUEST FOR PROPOSAL (RFP) NO. 034-2021-PW-R001**  
**MATERIALS TESTING & INSPECTON SERVICES**  
**OPEN-ORDER/ON-CALL**

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

**PROPOSALS ARE DUE NOT LATER THAN:** 3:00 p.m. local time on May 27, 2021.

**THERE WILL BE NO PRE-PROPOSAL CONFERENCE FOR THIS RFP.**

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

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

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

AUTHORIZED SIGNATURE \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

TITLE \_\_\_\_\_

COMPANY NAME \_\_\_\_\_

COMPANY ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_

EMAIL \_\_\_\_\_

TAX ID NUMBER \_\_\_\_\_

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

NAME/TITLE OF COMPANY CONTACT \_\_\_\_\_

CONTACT'S PHONE \_\_\_\_\_ CONTACT'S EMAIL \_\_\_\_\_

ALL PROPOSERS MUST COMPLETE THIS SECTION

Proposer acknowledges receipt of the following addenda:

Addendum No. \_\_\_\_\_ Date Received \_\_\_\_\_  
By \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date Received \_\_\_\_\_  
By \_\_\_\_\_