



Thurston County, Washington

Board of County Commissioners
2000 Lakeridge Drive SW
Olympia, Washington 98502-6045

REQUEST FOR QUALIFICATIONS (RFQ) PROFESSIONAL CONSULTING SERVICES THURSTON COUNTY COURTHOUSE RENOVATION AND RECONFIGURATION PROJECT DEVELOPMENT STUDY

Solicitation Documents

RFQ Issuance Date: 12/01/2021

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

Submittal Due Date

Submittals are due by not later than: 2:00 p.m. PST on 1/03/2021

Submittal Acceptance Location

Sealed Submittals will only be received by:

Thurston County Central Services
2000 Lakeridge Drive S.W.
Suite # 032 (Basement)
Olympia, WA. 98502
Office Hours: 8:00 a.m. to 5:00 p.m., Monday through Friday
Phone: 360-867-2949

Pre-Proposal Conference

There will be no pre-proposal conference for this RFQ.

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

REQUEST FOR QUALIFICATIONS
PROFESSIONAL CONSULTING SERVICES FOR
THURSTON COUNTY COURTHOUSE RENOVATION AND RECONFIGURATION
PROJECT DEVELOPMENT STUDY

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REQUEST FOR QUALIFICATIONS
PROFESSIONAL CONSULTING SERVICES FOR
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SECTION 1 – OVERVIEW OF SOLICITATION AND SCHEDULE

1.1 PURPOSE AND OBJECTIVES

Thurston County, Washington, Board of County Commissioners, (hereafter “County”) is requesting Statements of Qualifications (SOQ) from qualified firms interested in providing Professional Consulting Services specific to the task outlined in this RFQ.

Thurston County government has occupied its current facilities (Bldgs. 1-5) since 1978. Many building systems are reaching the end of their life span. Major facility deficiencies are presently being experienced and are expected to worsen. The Board of County Commissioners is considering the most prudent course of action for the future and the best process to renovate and reconfigure existing facilities.

The County commissioned a Comparative Feasibility Study in 2015 to: (a) document current and future space needs and (b) develop a comparison of alternative concepts including renovation / expansion / adaptive reuse of the existing Buildings as well as new construction options. The County also has a Facility Condition Assessment Final Report that was completed by MENG ANALYSIS in 2016.

The County anticipates needing qualified and experienced firms to provide expert support for the following types of project planning services including but not limited to.

1. Project feasibility analysis and evaluation
2. Site Master Planning
3. Space Programming

1.2 SCOPE OF WORK

The Contract awarded under this RFQ will be between the County and the selected firm (hereafter referred to separately as the “Consultant”). The professional services provided by the Consultant under this contract may include one or more of the following services:

- A. Project Planning, analysis, assessment, evaluation, investigation, development of recommendations, scoping, scheduling, and cost estimating.
- B. Preparing procedures, plans, studies, reports, correspondence, and meeting notes;
- C. Support public outreach including preparing and participating in briefings to staff, citizens, and elected officials, as well as organizing, coordinating, and staffing public meetings;

- D. Coordination with regulatory agencies, other County departments, consultants, and contractors.
- E. Other types of professional services requested by the County that are consistent with the intent of this RFQ.

1.3 RFQ SCHEDULE

Following is the schedule for this RFQ. 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.

12/01/2021	Date issued
12/20/2021	Questions due, in writing (via email), not later than 2:00 p.m. PST
1/03/2022	Submittals due not later than 2:00 p.m. PST
1/03/2022	Begin evaluation of submittals
1/17/2022- 1/21/2022	Interviews, if deemed necessary
1/26/2022	Consultant selected
2/15/2022	Contract award

1.4 BUDGET AND CONTRACT PERIOD

The value of this task order is anticipated to be in the range of \$180,000 \$250,000. There is no guarantee of work under this contract. In addition, the County reserves the right to solicit separate contracts with other consultants at its sole discretion.

1.5 PRE-PROPOSAL CONFERENCE

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

1.6 MINIMUM QUALIFICATIONS

Following are the minimum qualifications that proposing firms must meet in order to submit a response to this RFQ. Submittals must clearly show compliance to these minimum qualifications. Submittals 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 RFQ.
- B. The proposing firm must have a minimum of five years’ experience with judicial projects which include reconfiguration of space, tenant improvements, facility design and construction in addition to courtroom design and construction.

- C. The proposing firm must have a minimum of five years' experience with government and/or municipal projects which include reconfiguration of space, tenant improvements, facility design and construction.
- D. The designated Project Manager shall be a permanent, full-time employee of the proposing firm and have a minimum of ten (10) years of experience, either with the proposing firm or other firm, managing and providing similar services to those requested under this solicitation.

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 submittal 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 Thurston County internal Website located 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 RFQ as identified below. The single point of contact for this solicitation is:

Mr. Chris Helmer
Thurston County Central Services
2500 Mottman Rd. S.W.
Olympia, Washington 98512
Email: christopher.helmer@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: "RFQ 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 RFQ will be answered in writing in the form of an addendum and posted to Thurston County internal website within two 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 internal website. It is the sole responsibility of each proposer to ensure that they have obtained all addenda to this solicitation prior to submitting a SOQ. Submittals 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 Consulting Services Contract in Section 5 in order to allow proposers an opportunity to review the terms and conditions. A submittal 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 submittal. 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 submittal; 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 RFQ to include, but not limited to, preparation, submission, or presentation; interviews, if held; negotiation process; and contract execution. All expenses related to the submittal 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 submittal, 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 submittal through a written request to the County contact person for this solicitation, who shall allow the proposer to withdraw its sealed submittal 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 submittal, the original submittal 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 submittals; 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 afore mentioned requirements may cause the County, at its sole discretion, to reject a proposer's submittal.

2.12 BUSINESS LICENSE

Evidence of current license to do business in the State of Washington is not required at the time of submittal 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 Section 5 of 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 submittal.

2.14 INTEREST IN MORE THAN ONE PROPOSAL, AND COLLUSION

More than one submittal 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 submittals 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 submittals, 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(s) 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 SOQs 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 – SUBMITTAL INFORMATION AND CONTENT

This Section provides the requirements for the content and organization of the SOQ. Submittal 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 shall be cause for rejection of the submittal 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 SUBMITTAL STANDARDS

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

- A. Submittals 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 submittal arrives at the specified County location by the deadline. The County shall not be responsible for any delivery errors. Late submittals will not be accepted or considered.
- B. All pages of the submittal 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 SUBMITTAL PROCEDURES

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

- Five (5) bound copies of the submittal;
- One (1) unbound original submittal marked as “original”; and
- One (1) electronic copy of the complete submittal in PDF format on a USB flash drive.

Submittals must be received by the County not later than 2:00 p.m. Pacific standard time (PST) on **TBD**. Late submittals will not be accepted or considered. Timely submission is solely the responsibility of the respective proposer.

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

Thurston County Central Services
2000 Lakeridge Drive S.W.
Suite #032 (Basement)
Olympia, WA. 98502

Office Hours: 8:00 a.m. to 5:00 p.m., Monday through Friday

Phone: 360-867-2949

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 SUBMITTAL CONTENT

Submittals 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 submittal as nonresponsive. However, the County reserves the right to waive minor informalities and irregularities in the format of a submittal at its sole discretion.

Proposers shall adhere to the maximum page counts for submittal 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. Submittal 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 SUBMITTAL CONTENTS AND ORDER OF THE CONTENTS FOR THE SOQ SHALL BE AS FOLLOWS.

Outside Covers

The front cover shall be limited to: the RFQ number; RFQ name; submittal date; proposer's name and business address, email address, telephone number, web address, and contact person's name.

Submittal Form

Include one (1) fully executed copy of the **Submittal Form** that is provided in Section 6 – FORMS of this solicitation. The executed original of the Submittal Form shall have an original longhand signature and shall be included in the hard-copy submittal that is marked "Original." The additional required submittal copies may include photocopies of the original executed Submittal Form. Failure to include a fully completed Submittal Form using the form provided in this solicitation shall be cause for rejection of the entire submittal. The Submittal 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 submittal 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 On-Call Engineering and Professional Consulting Services Contract Terms and Conditions presented in Section 5 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 six (6) pages total.

A. General Information

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

- Office location(s) that will provide services under the contract and number and types of employees at this location(s).
- Identify the firm’s primary office that will be providing services under the contract.
- 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 engineering and/or professional consulting services to government and/or public agencies.

B. Government and/or Public Agency Experience

List the firm’s previous government and/or public agency experience with contracts and if none, state so.

C. Project Management

Describe the firm’s approach to project management for types of services described in 1.1 and 1.2, including communication methods, quality control methods, and budget controls.

D. Project Experience

List at least three (3) 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 detailed 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.

E. 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.

TABBED SECTION #4: Project Manager & Key Personnel Qualifications, Experience, and References

Submit the following information, which shall not exceed six (6) pages total.

- A. Identify the firm’s Project Manager that will be assigned to this Contract and provide the following information for that Project Manager.
- Qualifications—Provide his/her name and title; name of firm where currently employed and number of years with that firm; total years of related work experience; and address of his/her primary work location/office. List his/her personal credentials, general work experience, and any certifications and licenses to perform the work.
 - General Experience—Indicate whether the Project Manager has experience providing services to government and/or public agencies. Provide a narrative of the specific experience that the Project Manager has in managing and coordinating multidisciplinary teams including coordinating multiple staff and projects, controlling costs, and ensuring timely high-quality deliverables.
 - Project Experience—Provide detailed descriptions of at least two (2) projects directly managed by the identified Project Manager within the past five (5) years that are similar to the services requested in this solicitation.
 - References—Provide names and valid contact information for at least three (3) professional client references that have worked directly with the Project Manager within the past seven (7) years and are familiar with his/her work.
- B. Identify the key personnel, other than the Project Manager, that will be assigned to the work under this Contract. Note that key personnel are those that will be performing the majority of the work and may also include the direct supervisor of the personnel performing the work. For each key person, include his/her name and title; name of firm where currently employed and number of years with that firm; total years of related work experience; address of his/her primary work location/office; his/her personal credentials and any current certifications and licenses that demonstrate competency to perform the work; and related work experience including specific projects.
- C. List any other entities (e.g., subconsultant, laboratory) that will be performing work under this contract, as well as current applicable licenses, certifications, accreditations, and/or credentials that demonstrate competency for the work that will be performed.

TABBED SECTION #5: Task 1 – Comprehensive Project Development and Feasibility Study (See Section 6 – FORMS)

Submit the following information, which shall not exceed ten (10) pages total.

- A. Provide a concise narrative of the firm’s capabilities, qualifications, and experience in providing this service.
- B. List the physical address of the firm’s office location(s) that will be used to perform the majority of work under this task order.
- C. Identify the firm’s Project Manager that will be assigned to this task and provide the following information for that Project Manager.
- Qualifications—Provide his/her name and title; name of firm where currently employed and number of years with that firm; total years of related work experience; and address of

his/her primary work location/office. List his/her personal credentials, general work experience, and any certifications and licenses to perform the work.

- General Experience—Indicate whether the Project Manager has experience providing services to government and/or public agencies. Provide a narrative of the specific experience that the Project Manager has in managing and coordinating multidisciplinary teams including coordinating multiple staff and projects, controlling costs, and ensuring timely high-quality deliverables.
 - Project Experience—Provide detailed descriptions of at least two (2) projects directly managed by the identified Project Manager within the past five (5) years that are similar to the services requested.
 - References—Provide names and valid contact information for at least three (3) professional client references that have worked directly with the Project Manager within the past seven (7) years and are familiar with his/her work.
- D. Identify the key personnel, other than the Project Manager, that will be assigned to the work performed under this task order. Note that key personnel are those that will be performing the majority of the work and may also include the direct supervisor of the personnel performing the work. For each key person, include his/her name and title; name of firm where currently employed and number of years with that firm; total years of related work experience; address of his/her primary work location/office; his/her personal credentials and any current certifications and licenses that demonstrate competency to perform the work; and related work experience including specific projects.
- E. List any other entities (e.g., subconsultant, laboratory) that will be performing work, as well as current applicable licenses, certifications, accreditations, and/or credentials that demonstrate competency for the work that will be performed.
- F. List at least two (2) projects completed by the firm within the past five (5) years that are similar to the services requested under this task order. For each project listed, provide: a detailed 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. Note that it is preferable that the list includes projects that include work performed by the key personnel and/or Project Manager identified above.
- G. Provide a draft Project Management Plan including milestone schedule with list of deliverables.

SECTION 4 – EVALUATION AND SELECTION

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

4.1 INITIAL SCREENING OF SUBMITTALS

All submittals will be initially screened for responsiveness and the minimum qualifications outlined in this solicitation. Those submittals that do not clearly meet the minimum qualifications will be considered nonresponsive and will not be further evaluated.

4.2 EVALUATION CRITERIA

The County will evaluate and score the SOQs using the five criteria and point values listed below.

- (1) The qualifications, experience, and ability of the firm to provide the services requested in this solicitation. – 20 points
- (2) The qualifications, experience, and ability of the Project Manager and other key personnel to provide the services requested in this solicitation. – 25 points
- (3) The capability, integrity, and reliability of the firm, Project Manager, and key personnel, as verified by references and/or as already known to the County. – 10 points
- (4) Approach to Task 1 – Comprehensive Project Development and Feasibility Study – 45 points

4.3 EVALUATION PROCESS

The County will evaluate the SOQs according to the evaluation criteria in Section 4.2 and will rank the SOQs for each Service Category. 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. Interviews will have a maximum of 100 points. The initial evaluation scores combined with the interview scores will be used to determine the final ranking.

4.4 SELECTION AND NEGOTIATION

The County shall select the highest-ranked proposer for each Service Category based on the criteria and evaluation process outlined above. In the event that two or more proposers have the same final score, the County will initiate negotiations with the proposer who, in the sole opinion of the County, best meets the County's needs as outlined in this solicitation.

The County will ask the selected highest-ranked proposer to submit a fee schedule. The County will then enter into negotiations with that firm to finalize the contract and the fee schedule. The County reserves the right to negotiate any aspect of the contract and/or fee schedule for purposes of executing a 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 consultant must sign the contract and provide any outstanding documents, including, but not limited to, certificates of insurance and W-9. The County will sign the contract only upon receipt of all required documents.

SECTION 5 - CONTRACT TERMS AND CONDITIONS

The following is a sample of the contract that will be entered into between Thurston County (the "County") and the successful proposer (the "Consultant") 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 submittal 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.

PROFESSIONAL CONSULTING SERVICES CONTRACT

THURSTON COUNTY / [CONSULTANT NAME]

CONTRACT NO. _____

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 [LEGAL NAME OF CONSULTANT], a [WASHINGTON CORPORATION, LIMITED LIABILITY COMPANY, SOLE PROPRIETORSHIP, PARTNERSHIP], with its principal offices at [ADDRESS OF CONSULTANT], hereinafter "**CONSULTANT**," collectively referred to as "Parties" and individually as "Party."

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

GENERAL TERMS AND CONDITIONS

1. DURATION OF CONTRACT

The term of this Contract shall begin on [DATE] and shall remain in effect through [DATE] unless renewed or terminated sooner as provided herein.

[RENEWAL OPTION, IF ANY].

2. SERVICES PROVIDED BY THE CONSULTANT

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

The COUNTY retains the CONSULTANT to perform the following consulting services in connection with the following: [BRIEF DESCRIPTION OF SERVICES].

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

b. The CONSULTANT 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 CONSULTANT shall exercise that degree of skill and care ordinarily used by other reputable members of Consultants profession, practicing in the same or similar locality and under similar circumstances.

d. The CONSULTANT's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. The CONSULTANT shall complete its work no later than the Contract termination date and in accordance with the schedule agreed to by the parties. The Consultant shall not be responsible for delays from all causes beyond its reasonable control.

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

3. SERVICES PROVIDED BY THE COUNTY

In order to assist the CONSULTANT in fulfilling its duties under this Contract, a detailed description of the services to be performed by the COUNTY is set forth in Exhibit A, attached hereto and incorporated herein by reference.

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 CONSULTANT:

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 CONSULTANT shall be paid as set forth in Exhibit B, attached hereto and incorporated herein by reference. The maximum total amount payable by the County to the Consultant under this Contract shall not exceed \$[CONTRACT AMOUNT], unless otherwise amended.

b. The CONSULTANT may submit invoices, as applicable, in accordance with Exhibit B, for payment of work completed during the billing period. The COUNTY shall pay the CONSULTANT for services rendered in the month following the actual delivery of the work and shall remit payment within thirty (30) days from the date of receipt of invoice.

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

d. In the event the CONSULTANT has failed to perform any substantial obligation 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 CONSULTANT, withhold any and all monies due and payable to the CONSULTANT, without penalty until such failure to perform is cured or otherwise adjudicated. "Substantial" for purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.

6. AMENDMENTS AND CHANGES IN WORK

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

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

7. HOLD HARMLESS AND INDEMNIFICATION

a. The CONSULTANT shall hold harmless and indemnify the COUNTY, its officers, officials and employees from and against any and all claims, liability, losses, expenses, damages, and judgments of any nature whatsoever, including costs and reasonable attorneys' fees, for injury, sickness, disability or death to persons or damage to property or business to the extent caused by the CONSULTANT'S negligent or wrongful acts, errors or omissions or the negligent or wrongful 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 information supplied or used by the CONSULTANT or subcontractor infringes any patent, copyright, trademark, trade name, or otherwise results in an unfair trade practice. Provided however, that the CONSULTANT'S obligations hereunder shall not extend to injury, sickness, disability, death or damage to property caused by or arising out of the negligence of the COUNTY, its officers, officials, employees or agents. Provided further, that in the event of the concurrent

negligence of the parties, the CONSULTANT'S obligations hereunder shall apply only to the percentage of fault attributable to the CONSULTANT, its employees, agents or subcontractors.

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

c. The CONSULTANT'S hold harmless and indemnification obligations hereunder shall include, but are not limited to, investigating and adjusting Claims requiring indemnification under subpart "a" above.

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

8. THIRD PARTY CLAIMS HANDLING

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

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

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

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

9. INSURANCE

The CONSULTANT shall provide evidence of:

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

- i. CONSULTANT agrees to endorse third party liability coverage required herein to include the COUNTY, its officials, employees and agents, as additional insureds using ISO endorsement CG 20 10 with an edition date prior to 2004 or equivalent. To the extent this Contract involves construction, ISO endorsement 20 37 is also required.
- ii. The policy shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability.

b. **Workers' Compensation.** CONSULTANT shall maintain coverage as required by Title 51 RCW and shall provide evidence of coverage or exemption to the Thurston County Risk Management Division upon request. CONSULTANT domiciled out of state shall maintain coverage under applicable workers' compensation law and provide proof of coverage on a state-approved form.

c. **Business Auto Coverage** on ISO Business Auto Coverage form CA 00 01 including owned, non-owned and hired autos, or the exact equivalent. Limits shall be no less than \$1,000,000 per accident, combined single limit. If CONSULTANT owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If CONSULTANT or CONSULTANT'S employees will use personal autos in any way on this project, CONSULTANT shall obtain evidence of personal auto liability coverage for each such person.

d. **Excess or Umbrella Liability Insurance** (Over Primary), if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Such policy or policies shall include as insureds those covered by the underlying policies, including additional insureds. Coverage shall be "pay on behalf", with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to COUNTY for injury to employees of CONSULTANT, subcontractors or others involved in the performance of services under this Contract. The scope of coverage provided is subject to approval by the COUNTY following receipt of proof of insurance as required herein.

e. **Professional Legal Liability** on a policy form appropriate to CONSULTANT'S profession. Limits shall be no less than [\$1M MINIMUM] per claim. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the CONSULTANT'S services as defined by this Contract including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Contract.

f. **Liability Insurance** with equivalent coverage as required in subsections (a) and (c) through (e) obtained by a CONSULTANT who is a government entity through a government risk pool approved by the state of Washington is a substitute form of coverage acceptable to the COUNTY.

g. **Other Insurance Requirements:**

- i. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees, agents or volunteers.
- ii. The CONSULTANT shall include all subcontractors as insureds under its policy or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all the requirements stated herein.
- iii. The CONSULTANT shall maintain all required policies in force from the time services commence until services are completed. Where Professional Legal Liability coverage is written on a claims made form, the CONSULTANT must provide evidence of the purchase of an extended reporting period or "tail" coverage for a three-year period after project

completion, or otherwise maintain the coverage for the three-year period. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced.

- iv. CONSULTANT agrees to waive rights of recovery against COUNTY regardless of the applicability of any insurance proceeds, and to require all indemnifying parties to do likewise.
- v. All insurance coverage maintained or procured by CONSULTANT or required of others by CONSULTANT pursuant to this Contract shall be endorsed to delete the subrogation condition as to COUNTY, or must specifically allow the named insured to waive subrogation prior to a loss.
- vi. All coverage types and limits required are subject to approval, modification and additional requirements by the COUNTY. CONSULTANT shall not make any reductions in the scope or limits of coverage that may affect COUNTY'S protection without COUNTY'S prior written consent. The COUNTY reserves the right at any time during the term of the Contract to change the amounts and types of insurance required by giving the CONSULTANT ninety days advance written notice of such change. If such change results in additional cost to the CONSULTANT, the COUNTY and the CONSULTANT shall renegotiate CONSULTANT'S compensation.
- vii. Written notice of cancellation shall reference the project name and contract number and shall be mailed to the COUNTY at the following address:

Attn: Risk Analyst
Human Resources
2000 Lakeridge Drive, SW
Olympia, Washington 98502
- viii. The parties acknowledge that all insurance coverage required to be provided by CONSULTANT or indemnifying party shall apply first and on a primary non-contributing basis in relation to any other insurance or self-insurance available to COUNTY.
- ix. CONSULTANT agrees not to self-insure or to use any self-insured retentions on any portion of the insurance required herein without the express agreement of the COUNTY and further agrees that it will not allow any indemnifying party to self-insure its obligations to COUNTY. If CONSULTANT'S existing coverage includes a self-insured retention, the self-insured retention must be declared to the COUNTY. The COUNTY may review options with the CONSULTANT, which may include reduction or elimination of the self-insured retention, substitution of other coverage, or other solutions.
- x. The limits of insurance above shall be minimum requirements. The insurance limits are not intended to be an indication of exposure nor are they limitations on indemnification. Should the CONSULTANT or a subcontractor in any tier maintain insurance with limits of liability that exceed the required limits or coverage that is broader than as outlined above, those higher limits and broader coverage shall be deemed to apply for the benefit of any person or organization included as an additional insured, and those limits shall become the required minimum limits of insurance of this Contract.

h. Verification of Coverage and Acceptability of Insurers:

- i. The CONSULTANT 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.
- ii. Proof of compliance with these insurance requirements, consisting of endorsements and certificates of insurance, shall be delivered to COUNTY prior to the execution of this Contract. If such proof of insurance is not delivered as required, or if such insurance is canceled at any time and no replacement coverage is provided, the COUNTY may, in its sole discretion, obtain any insurance it deems necessary to protect its interests. Any premium so paid by COUNTY shall be charged to and promptly paid by CONSULTANT or deducted from sums due CONSULTANT.
- iii. CONSULTANT shall maintain the required coverage during the entire term of this Contract. Coverage for activities under the Contract shall not be affected if the Contract is canceled or terminated for any reason.
- iv. The CONSULTANT 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. Only proprietary company information may be redacted.

10. TERMINATION

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

b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract and prior to normal completion, the COUNTY may elect to suspend or terminate this Contract, in whole or in part, as a termination for convenience with a ten (10) calendar day notice to CONSULTANT, to the extent possible, subject to renegotiation at the COUNTY'S discretion under those new funding limitations and conditions. Termination or suspension under this paragraph shall be effective upon the date specified in the written notice of termination or suspension sent by the COUNTY to the CONSULTANT. After the effective date, no charges incurred under this Contract are allowable.

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

c. If the CONSULTANT breaches any of its obligations hereunder, and fails to cure the breach within ten (10) calendar days of written notice to do so by the COUNTY, the COUNTY may terminate this Contract, in which case the COUNTY shall pay the CONSULTANT 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 CONSULTANT 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 CONSULTANT'S breach. If, subsequent to termination, it is determined for any reason that (1) the CONSULTANT was not in default, or (2) the CONSULTANT'S failure to perform was not its fault or its subcontractor's fault or negligence, the termination shall be deemed to be a termination for convenience.

11. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

a. The CONSULTANT 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 CONSULTANT under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY. Any work or services assigned or subcontracted for hereunder shall be subject to each provision of this Contract.

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

12. NON-WAIVER OF RIGHTS

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

13. INDEPENDENT CONSULTANT

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

b. The CONSULTANT acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and the CONSULTANT 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 CONSULTANT 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 CONSULTANT shall be or deem to be or act or purport to act as an employee, agent, or representative of the COUNTY.

d. The CONSULTANT shall assume full responsibility for 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 CONSULTANT and as to all duties, activities and requirements by the CONSULTANT in performance of this Contract.

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

14. COMPLIANCE WITH LAWS

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

15. INSPECTION OF BOOKS AND RECORDS AND RETENTION

The COUNTY or its authorized representatives may, at reasonable times, inspect and audit the books and records of the CONSULTANT relating to the performance of this Contract. This includes work of CONSULTANT, any subcontractor or any other person or entity that performed connected or related work under this Contract. Such inspection and audit shall occur in Thurston County, Washington, or other reasonable locations that the COUNTY selects. The CONSULTANT shall supply or permit the COUNTY to copy such books and records. The CONSULTANT shall ensure that inspection, audit and copying rights of the COUNTY is a condition of any subcontract, agreement, or other arrangement under which any other persons or entity may perform work under this Contract. The CONSULTANT shall keep all books and records required by this Contract for six (6) years after termination or expiration of this Contract. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the six-year retention period.

16. NONDISCRIMINATION

The CONSULTANT, 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 or military status, sexual orientation or the presence of any disability. Implementation of this provision shall be consistent with RCW 49.60.400.

17. OWNERSHIP OF MATERIALS/WORK PRODUCED

a. Material produced in the performance of the work under this Contract shall be "works made for hire" as defined by the U.S. Copyright Act of 1976, as amended, and shall be owned by the COUNTY. This material includes, but is not limited to, data, books, computer programs, plans, specifications, documents, films, pamphlets, reports, drawings, all forms of electronic media, sound reproductions, studies, surveys, tapes, and training materials. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. Any reuse or modification of such materials for purposes other than those intended by the applicable task order shall be at County's sole risk and without liability to Consultant. Material which the CONSULTANT uses to perform this Contract but is not created for or paid for by the COUNTY is owned by the CONSULTANT and is not "work made for hire"; however, the COUNTY shall have a perpetual license to use this material for COUNTY internal purposes at no charge to the COUNTY, provided that such license shall be limited to the extent which the CONSULTANT has a right to grant such a license.

b. All written work, including documents, specifications plans, reports, etc., shall be provided to the COUNTY in the form specified by the COUNTY. An electronic copy of all or a portion of material produced shall be submitted to the COUNTY upon request and/or at the end of the job using the software or program and version specified by the COUNTY. Should a construction project result from the work of

the CONSULTANT, the record drawings from the CONSULTANT shall be transposed onto the electronic design drawings and submitted to the COUNTY.

18. DISPUTES

Differences between the CONSULTANT 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 CONSULTANT 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 CONSULTANT'S right to seek judicial relief pursuant to Section 20.

19. CONFIDENTIALITY

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

20. CHOICE OF LAW, JURISDICTION AND VENUE, ATTORNEY'S FEES

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.

21. SEVERABILITY

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

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

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

22. ENTIRE CONTRACT

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

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

23. NOTICES

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

24. SURVIVABILITY

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

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

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

WITNESS these signatures:

CONSULTANT:

BOARD OF COUNTY COMMISSIONERS
THURSTON COUNTY, WASHINGTON:

Firm: _____

By: _____

By: _____

Title: _____

Signature: _____
(Authorized Representative)

Signature: _____
(Authorized Representative)

Date: _____

Date: _____

Title: _____

Approved as to Form:

Address: _____

JON TUNHEIM
PROSECUTING ATTORNEY

Taxpayer ID: _____

By: _____
Scott Cushing, Senior Deputy Prosecuting Attorney

PROFESSIONAL CONSULTING SERVICES FOR
THURSTON COUNTY COURTHOUSE RENOVATION AND RECONFIGURATION PROJECT

THURSTON COUNTY / [CONSULTANT NAME]

CONTRACT NO. _____

EXHIBIT A
COMPENSATION

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

1. The COUNTY will authorize services through issuance of individual task order that will define in detail the scope of work, schedule, fee structure, and budget for the work as agreed to between the COUNTY and the CONSULTANT.
2. Attached is the CONSULTANT'S accepted labor and reimbursement rates that will be used for the basis of the fee structure and budget for task order.

SECTION 6– FORMS

The Submittal Form and the Service Category Form, both of which must be completed by the proposer for inclusion in the submittal, are presented in this section on the following pages.

- **Submittal Form** – The one-page Submittal Form must be completed in entirety and executed by a person authorized to legally and contractually bind the proposer, or the submittal may be rejected by the County. The executed Submittal Form must be included in the submission as directed in Section 3.3 of this solicitation.
- **Task 1** – Comprehensive Project Development Study Scope of Work

SUBMITTAL FORM

REQUEST FOR QUALIFICATIONS (RFQ)

PROFESSIONAL CONSULTING SERVICES FOR THURSTON COUNTY COURTHOUSE RENOVATION AND RECONFIGURATION PROJECT DEVELOPMENT STUDY

SEALED SUBMITTALS WILL ONLY BE RECEIVED AT: Thurston County Public Works, 2000 Lakeridge Dr. Olympia, Room 032 (Basement) Washington 98502.

SUBMITTALS ARE DUE NOT LATER THAN: 2:00 p.m. PST on 1/03/2021

THERE WILL BE NO PRE-PROPOSAL CONFERENCE FOR THIS RFQ.

All solicitation documents, including any addenda, are published on Thurston County internal Website located at <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 A STATEMENT OF QUALIFICATIONS.

THE PROPER FULL LEGAL NAME OF THE FIRM OR ENTITY RESPONDING TO THIS SOLICITATION MUST BE WRITTEN IN THE SPACE PROVIDED BELOW. THIS SUBMITTAL FORM MUST BE FULLY AND ACCURATELY COMPLETED AND SIGNED BELOW BY A PERSON AUTHORIZED TO LEGALLY AND CONTRACTUALLY BIND THE OFFEROR, OR THE SUBMITTAL 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 _____

Scope of Work
Comprehensive Project Development Study

Background -

Thurston County government has occupied its current facility since 1978. Many building systems are reaching the end of their life span. Major facility deficiencies alone are expected to approach \$50 million dollars in the next three years. The Board of County Commissioners is considering the most prudent course of action for the future and the best process to renovate and reconfigure existing facilities.

Project funding –

Although the funding sources available for project use will not impact Study timelines or compensation for professional services related to study, it is important to understand that the county is pursuing various means of funding projects.

- a) Direct funding by County and all available sources.
- b) Energy Savings Performance Contract(s).

1. PROJECT GOAL

The study will provide the County with a detailed analysis of scope, cost and schedule for potential project options. The total budget for the study is a maximum of \$250K.

2. PROJECT APPROACH

The Consultant will work with the County’s Project Manager and other stakeholders as appropriate during the development and implementation of the Scope of Services. Other County staff will be engaged in the process to provide information as necessitated by the Consultant team.

3. SCOPE OF WORK

Prepare a comprehensive Feasibility and project Development Study for the following:
Renovation and reconfiguration of the Courthouse at its’ current location.

The study will need to address the following types of issues: life cycle costs, project costs, phasing, logistics, environmental, hazmat, zoning, site master plan with blocking level space planning, potential public & private partners, geotechnical, traffic impacts, parking, transit, best practices space planning criteria, accessibility, security, energy efficiency, public interface, customer service, economic development, currently applicable codes and standards, etc.

The study will need to address project options with the following budget scenarios: (1) full space program projected through 2045 as outlined in 2015 Comparable Feasible Study for and (2) maximum space utilizing space planning best practices criteria with a project budget ceiling of \$120M assuming a Design and/or Construction contract is awarded in the summer of 2022.

Existing County Courthouse campus (2000 Lakeridge Drive, Olympia, WA)

Hilltop Plaza Reconstruction

Using the “Hilltop Existing Campus” option from the 2015 Comparative Feasibility Study as a point of departure along with the 2016 Condition Assessment Report of the existing Courthouse complex, develop a feasibility option for potential reconstruction of Buildings 1 – 3 while expanding existing building(s) upward to provide Superior and District Court space with proper security and personnel circulation. Consider relocating all the functions from Buildings 4 – 6 into the renovated space in Buildings 1 & 3 making it possible to provide additional parking where Buildings 4 & 6 are presently located.

Cost Estimates

Provide two (2) cost estimates for each of the options. The first estimate will address the 2045 Space requirements as shown in the “Programming Summary” section of the 2015 Comparative Feasibility Study and the second estimate will address the maximum space, utilizing space planning best practices criteria, with a project budget ceiling of \$120M. The construction portion of the estimates shall be Uniformat II. Costs shall include design, construction, construction administration, permits, taxes, furnishings, equipment, moving, etc. Assume construction starts in the Summer of 2022. Estimates shall not include purchase of property.

Final Report

The Final Report will be presented to the Thurston County Board of County Commissioners by the selected proposer in coordination with County Project Manager. Additional presentation(s) to other elected officials, department directors, and stakeholders may be required.

Reference Documents:

Hilltop Campus Expansion Site

- Comparative Feasibility Study by Ron Thomas Architects & HOK in 2015
- Facility Condition Assessment Final Report by MENG ANALYSIS in 2016