



Thurston County, Washington
Community Planning and Economic Development
2000 Lakeridge Dr SW
Olympia, WA 98502-6045

REQUEST FOR QUALIFICATIONS (RFQ)

**Facilitator for Stakeholder Workgroup to Update Designation Criteria and Mapping for
Agricultural Lands of Long-Term Commercial Significance
Professional Services Contract**

Solicitation Documents

RFQ Issuance Date: June 3, 2022

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

Submittal Due Date

Submittals are due by not later than: 3:00 p.m. PDT July 15, 2022

Submittal Acceptance Location

Sealed submittals will only be received by:

Maya Teeple, Senior Planner
Thurston County Community Planning and Economic Development
Department Building Development Center
Building 1, 2000 Lakeridge Drive SW
Olympia, WA 98502

Pre-Submittal Conference

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

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SECTION 1 – OVERVIEW OF SOLICITATION AND SCHEDULE

1.1 PURPOSE AND OBJECTIVES

Thurston County, Washington (hereafter “County”) is located in the south end of Puget Sound in Washington State. The County is roughly 745 square miles, excluding water bodies, and has a population of more than 300,000 residents. The County is seeking Statements of Qualifications (SOQ) from qualified firms interested in providing Professional Consulting Services specific to the task outlined in this RFQ.

Counties and cities planning under the Growth Management Act are required to designate agricultural lands (RCW 36.70A.170). Classifying and designating agricultural resource lands must be a county-wide or area-wide approach, and follow minimum guidelines as established under WAC 365-190-050. Thurston County is conducting a targeted update to the designation criteria for agricultural lands of long-term commercial significance, in response to an on-going appeal to the Growth Management Hearings Board, case no. 20-2-0001 and in response to community requests.

The County anticipates needing qualified and experienced firms to provide expert support in facilitating a stakeholder workgroup to review and update the designation criteria and mapping for agricultural lands of long-term commercial significance, including but not limited to the following services:

1. Facilitation of 6-10 stakeholder workgroup meetings
2. Preparation of materials for meetings
3. Preparation of meeting minutes and record of any options developed

1.2 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.

<u>June 3, 2022</u>	Date RFQ Issued
<u>July 15, 2022</u>	Submittals due not later than 3:00 p.m. PDT
<u>July 15, 2022</u>	Begin evaluation of submittals
<u>August 1-5, 2022</u>	Interviews, if deemed necessary*
<u>August 8, 2022</u>	Consultant selected*
<u>August 22, 2022</u>	Contract award*

1.3 PROCUREMENT NOTIFICATION

This project is a formal competitive procurement and will be advertised in 'The Olympian' and is open to all qualified companies. All solicitation documents, including any addenda, are published on the County website at: <https://www.thurstoncountywa.gov/tchome/Pages/rfprfq.aspx>.

1.4 BUDGET AND CONTRACT PERIOD

The County anticipates the contract will be for a duration of between 5-10 months. The value of this task is anticipated to be in the range of \$15,000.00-\$30,000.00. Final compensation will be negotiated between the successful applicant(s) and Thurston County. 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 MINIMUM QUALIFICATIONS

The following are the minimum qualifications and licensing requirements 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.

1. The proposing firm must have a minimum of five (5) years' experience with facilitation projects on land use or natural resource planning matters.
2. The proposing firm must have a minimum of five (5) years' experience with government and/or municipal planning projects.
3. The proposing firm and/or individuals must have relevant education and training in facilitation.
4. Experience in facilitation and/or planning related to natural resource lands of long-term commercial significance (mineral, forestry, agriculture) is preferred.

SECTION 2 – OVERVIEW OF SERVICES REQUESTED

2.1 DESCRIPTION

The scope of services is to facilitate a stakeholder workgroup to review and update the designation criteria and mapping for agricultural lands of long-term commercial significance. The purpose of this stakeholder workgroup is to conduct a targeted review and develop options that update the County's existing designation criteria for agricultural lands of long-term commercial significance (Thurston County Comprehensive Plan, Chapter 3), and to review and consider corresponding policy changes that may be needed to the County's Comprehensive Plan.

2.2 BACKGROUND INFORMATION

The County is required under the Growth Management Act to designate agricultural lands of long-term commercial significance. The County has designated and mapped approximately 15,000 acres of agricultural lands of long-term commercial significance (currently zoned as Long-Term Agriculture and Nisqually Agriculture). The criteria for designating these lands is described in the Comprehensive Plan, Chapter 3.

In 2020, Futurewise appealed the County's update of the Comprehensive Plan, and this appeal was upheld by the Growth Management Hearings Board. At issue is the County's failure to use updated data for prime farmland soils to review its long-term agriculture (LTA) designations at the time of its last periodic update. In addition, as part of the docketed Community-Driven Review of Agriculture project, both the Thurston County Agriculture Advisory Committee and community members who took part in a local agricultural survey for Thurston County have supported the idea of potentially expanding long-term agricultural zoning.

In January 2022, the Board of County Commissioners set the scope for reviewing and updating the designation criteria and mapping for agricultural lands of long-term commercial significance and directed that a targeted approach be taken to consider updating specific designation criteria only. Specific designation criteria for review have been identified by the Thurston County Board of Commissioners and include:

- (Criteria 1) Update prime farmland soil types
- (Criteria 2, 4) Consider designating LTA within the Urban Growth Areas
- (Criteria 5) Consider adjusting criteria to include smaller acreage farms
- (Criteria 8) Consider eliminating block size requirements

2.3 SCOPE OF WORK

Task 1 – Facilitation of Stakeholder Workgroup Meetings

The Facilitator is expected to prepare for and attend all stakeholder workgroup meetings until the successful completion of the scope of work. The County anticipates needing between 6 to 10 meetings at roughly 2 hours per meeting to review:

- County LTA history and background
- Relevant State laws

- Options for designation criteria
- Current and alternative data sources
- Draft LTA maps
- Draft Thurston County Comprehensive Plan policy changes

The County anticipates meetings occurring 1-2 times per month with a few breaks in the process to allow the County time to develop draft maps and corresponding materials to present back to the stakeholder workgroup. The process is expected to take the remainder of 2022 and extend into spring 2023. A sample meeting breakdown is included below (all dates are tentative):

Meeting 1 (Sept. 2022)	<ul style="list-style-type: none"> • Introductions • Review scope of work, role of workgroup, meeting process, and desired product • Review county LTA history, relevant state law, and other jurisdictional approaches
Meeting 2 (Sept. 2022)	<ul style="list-style-type: none"> • Targeted review of designation criteria (Criteria 1, 2, 4, 5, 8) • Develop range of options
Meeting 3 (Oct. 2022)	<ul style="list-style-type: none"> • Identify 1-3 options of designation criteria for further study • Review current data used • Identify data gaps, discuss additional available data sources
Break in Meetings (Oct. 2022)	<i>County work internally to develop draft maps</i>
Meeting 4 (Nov. 2022)	<ul style="list-style-type: none"> • Review draft maps • Discuss designation criteria that could be flexibly applied (County to identify which designation criteria prior to meeting in coordination with Thurston County GeoData)
Break in Meetings (Dec. 2022)	<i>County work internally to revise draft maps</i>
Meeting 5 (Jan. 2022)	<ul style="list-style-type: none"> • Review draft maps if any changes made • Review draft policy changes
Meeting 6 (Feb. 2022)	<ul style="list-style-type: none"> • Review final draft maps/policies to move forward through outreach and legislative process

* Up to an additional 4 meetings may be needed depending on progress each meeting.

The Facilitator is expected to work with the County to help create a timeline for meetings, determine roles, and determine how to best conduct meetings (e.g., small groups, polls, etc.). Additionally, the Facilitator is expected to determine how decisions and options are developed and recorded, how areas of disagreement should be documented, how debate occurs, and the best way to present differing opinions concisely.

Task 2 – Preparation of Materials for Workgroup Meetings

The Facilitator will prepare all meeting materials in coordination with the County, including agendas, posters, and notices. The County will be responsible for preparing draft maps, draft policy changes, and informational handouts that cover County history and relevant state law.

Task 3 – Preparation of Meeting Minutes and Record of Any Options Developed

The Facilitator will work with the County to determine the best process to take meeting minutes, including recording options and differing viewpoints.

Project Deliverables

- Facilitate a series of (between 6 and 10) meetings spanning over a number of months with a designated group of stakeholders to conduct a targeted review of Thurston County's Designation Criteria and Mapping for Agricultural Lands of Long-Term Commercial Significance.
- Meeting Agendas and a strategy for discussion for each meeting.
- Meeting Minutes for each meeting that document viewpoints and options.
- Ideally, the stakeholder workgroup will arrive at 1-3 succinct options for alternatives to designation criteria for agricultural lands of long-term commercial significance that the County can then map. Maps will then be drafted by the County and reviewed with the stakeholder workgroup.
- Ideally, at the end of the stakeholder workgroup process, there will be 1-3 succinct draft maps that correspond with the alternative designation criteria option(s), and draft policy language for Chapter 3 of the Thurston County Comprehensive Plan.

SECTION 3 – 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.

3.1 SOLICITATION DOCUMENTS

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

3.2 COUNTY CONTACT

Christina Chaput, Planning Manager
Thurston County Community Planning and Economic Development Department
Building 1, 2000 Lakeridge Drive SW
Olympia, WA 98502
Email: Christina.Chaput@co.thurston.wa.us

3.3 CONTRACT FORM

This solicitation includes the County's standard Professional Consulting Services Contract in Section 6 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.

3.4 EXPENSES INCURRED

The County will not be responsible for any costs associated with participation in this RFQ including, but not limited to, preparation, submission, or presentation; interviews, if held; negotiation process; and contract execution. All expenses related to the submittal are the sole responsibility of the proposer.

3.5 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.

3.6 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.

3.7 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.

3.8 CANCELLATION

This RFQ may be cancelled at any time and all SOQs may be rejected in whole or in part if the County determined such action to be in the best interest of Thurston County.

3.9 REJECTION

The County retains the right to reject any or all submittals for good cause and in particular, to reject a submittal not accompanied by any data required by the Request for Qualifications or a submittal in any way that is materially incomplete or irregular.

3.10 ONLY ONE RESPONSE RECEIVED

In the event only a single responsive SOQ is received, the County reserves the right to conduct an analysis of all evaluation criteria submitted in such SOQ. The sole Proposer shall provide such information, data, and other documentation as deemed necessary for analysis. The County reserves the right to reject the submission.

3.11 NO RESPONSE RECEIVED

In the event no responsive SOQ is received by the due date and time, the County reserves the right to publish, in the same place and manner of the original RFQ, an extension of the due date for receipt of SOQs.

3.12 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).

3.13 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.

3.14 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.

3.15 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 6 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.

3.16 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.

3.17 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 4 – 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.

4.1 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 Paragraph 4.2 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.

4.2 SUBMITTAL PROCEDURES

All submittals must be in a sealed envelope/package and clearly marked with the RFQ Number, RFQ Title “Submittal for Facilitator for Stakeholder Workgroup to Update Designation Criteria and Mapping for Agricultural Lands of Long-Term Commercial Significance”, and the Name of the Proposer.

- Submit three (3) copies (1 original and 2 copies); and
- Submit 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 **3:00pm PDT, on July 15, 2022**. 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:

Attn: Christina Chaput, Planning Manager
Thurston County Community Planning and Economic Development
Department
Building 1, 2000 Lakeridge Drive SW
Olympia, WA 98502

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

4.3 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 Cover

The front cover shall be limited to: the RFQ number; the RFQ Title "Submittal for Facilitator for Stakeholder Workgroup to Update Designation Criteria and Mapping for Agricultural Lands of Long-Term Commercial Significance"; the 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 7 – 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 Paragraph 1.5 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 Professional Consulting Services Contract Terms and Conditions presented in Section 6 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

Includes the following information in this section, which shall not exceed four (4) 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 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 Section 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. Experience in facilitation and/or planning related to natural resource lands of long-term commercial significance (mineral, forestry, agriculture) is preferred.

Please also identify any experience the firm has in maintaining confidentiality and neutrality while facilitating a stakeholder workgroup for a controversial project, along with experience coordinating group deliberations including when there is not a consensus.

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, References

Includes the following information in this section, which shall not exceed four (4) 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. Experience in facilitation and/or planning related to natural resource lands of long-term commercial significance (mineral, forestry, agriculture) is preferred. Please also identify any experience the Project Manager has in maintaining confidentiality and neutrality while facilitating a stakeholder workgroup for a controversial project, along with experience coordinating group deliberations including when there is not a consensus.
 - 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: Comprehensive Project Proposal and Cost/Fee Structure for Scope of Work

Includes the following information in this section, which shall not exceed six (6) pages total:

- A. The consultant's work plan and schedule for providing the required facilitation services described in this RFQ, which may include but is not limited to:
- Proposes methods/roles for preparation of meeting agendas and meeting minutes (i.e., consultant function versus county function).
 - A proposed timeline and organization for meetings with reasoning for any variations from the proposed timeline under Paragraph 2.3.
 - A description of methods proposed to conduct meetings (e.g., small groups, polls, etc.), including how debate and discussion may be handled in the meeting.
 - A description of how decisions, options and areas of disagreement will be documented.
- B. The consultant's cost for providing the required services as described in this RFQ, to include a detailed breakdown of the required services with hourly rates as requested.

SECTION 5 – EVALUATION AND SELECTION

This section describes the method the County will use to evaluate submittals received in response to this solicitation. This request does not constitute an offer of employment or to contract for services. The County reserves the option to retain all submittals, whether selected or rejected. Once submitted, the submittals and any supplemental documents become property of the County. The County reserves the right to reject all submittals and re-advertise the RFQ.

5.1 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.

5.2 EVALUATION CRITERIA

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

EVALUATION CRITERIA	Scoring Maximum
<p>Firm’s Qualifications, Experience, and Past Performance</p> <p>Firm is a registered licensed business in Washington State which has demonstrated knowledge in Washington State land use laws and processes.</p> <p>Firm has proven ability to facilitate controversial land use planning issues.</p> <p>Firm includes recent facilitation examples and describes how they are relevant to the services requested in this solicitation.</p> <p>County will review submittal and demonstrated experience outlined (Paragraph 4.3).</p>	20 Points
<p>Project Manager & Key Personnel’s Qualifications, Experience, and Past Performance</p> <p>Project Manager & key personnel has proven ability to facilitate controversial land use planning issues.</p> <p>Project Manager & key personnel includes recent facilitation examples and describes how they are relevant to the services requested in this solicitation.</p> <p>County will review submittal and demonstrated experience outlined (Paragraph 4.3).</p>	30 Points
<p>References</p> <p>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.</p>	10 Points
<p>Comprehensive Project Proposal and Budget for Scope of Work</p> <p>Includes a comprehensive project proposal with timelines and methods that demonstrate an understanding of the scope.</p> <p>Includes a breakdown of cost, fee structure and organizational capacity.</p> <p>The submittal cost is reasonable, demonstrates an understanding of scope, and is an exceptional value for the county. Rates are reasonable.</p>	40 Points
TOTAL	100 points

5.3 EVALUATION PROCESS

The County will evaluate the SOQs according to the evaluation criteria in Paragraph 5.2 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 for select candidates are held, they are expected to take place in mid July 2022.

If interviews are held, then the County will conduct a final evaluation of the proposers based on the criteria listed in Paragraph 5.2 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.

INTERVIEW and EVALUATION SCORING	Scoring Maximum
Initial Evaluation Scoring	100 Points
Interview	100 Points
TOTAL	200 Points

5.4 SELECTION AND NEGOTIATION

The County shall select the highest-ranked proposer 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.

5.5 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 6 – 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 SERVICES CONTRACT **THURSTON COUNTY/ [COMPANY 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 [CONTRACTORNAME] with its principal offices at [CONTRACTORADDRESS], [CONTRACTORCITY], WA, [CONTRACTORZIP] hereinafter “**CONTRACTOR**.”

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

1. DURATION OF CONTRACT

- a. The term of this Contract shall begin immediately upon execution by the parties on the effective date below, and shall, unless terminated or renewed as provided elsewhere in this Contract, terminate on [CONTRACTTERMINATIONDATE]. The CONTRACTOR shall complete all work required by this Contract no later than the termination date above. Time is of the essence in the performance of this Contract.

2. SERVICES PROVIDED BY THE CONTRACTOR

- a. 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.
- b. The CONTRACTOR shall perform the following services:
[SERVICESDESCRIPTIONS]
- c. 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.
- d. 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.
- e. The CONTRACTOR shall perform according to standard industry practice of the work specified by this Contract.
- f. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed to by the parties.

- g. 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

- a. In order to assist the CONTRACTOR in fulfilling its duties under this Contract, the COUNTY shall provide the following:
 - i. Relevant information as exists to assist the CONTRACTOR with the performance of the CONTRACTOR’S services.
 - ii. Services documents, or other information as identified in Exhibit “A”.

4. CONTRACT REPRESENTATIVES

- a. Each party to this Contract shall have a contract representative: CONTRACTOR Representative and COUNTY Representative. Each party may change its Representative upon providing written notice to the other party. The parties’ Representatives are as follows:

- b. For CONTRACTOR:

Name of Representative: [CONTRACTORREPNAME]
Title: [CONTRACTORREPTITLE]
Mailing Address: [CONTRACTORREPADDRESS]
City, State and Zip Code: [CONTRACTORREPCITYSTATEZIP]
Telephone Number: [CONTRACTORREPPHONE]
Fax Number: [CONTRACTORREPFAX]
Email Address: [CONTRACTORREPEMAIL]

- c. For COUNTY:

Name of Representative: [COUNTYREPNAME]
Title: [COUNTYREPTITLE]
Mailing Address: [CONTRACTORREPADDRESS]
City, State and Zip Code: Olympia, WA 98502
Telephone Number: [COUNTYREPPHONE]
Fax Number: [COUNTYREPFAX]
Email Address: [COUNTYREPEMAIL]

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 [CONTRACTMAXAMOUNT].
- 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. **Commercial General Liability:** The CONTRACTOR shall maintain Commercial General Liability coverage for bodily injury, personal injury and property damage, subject to limits of not less than \$1,000,000 per loss. The general aggregate limit shall apply separately to this Contract or be no less than \$2,000,000
 - i. Coverage shall include personal injury, bodily injury and property damage for Premises/Operations Liability, Products/Completed Operations, Personal/Advertising Injury, Contractual Liability, Independent Contractor Liability, and Stop Gap/Employer's Liability. Coverage shall not exclude or contain sub-limits less than the minimum limits required, unless approved in writing by the County.
 - ii. The CONTRACTOR may satisfy the minimum liability limits required above for Commercial General Liability or Business Automobile Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. The CONTRACTOR agrees to an endorsement naming the County as an Additional Insured pursuant to paragraph 8.a of this Agreement, unless the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

- iii. 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.
 - iv. “Thurston County, its departments, elected and appointed officials, employees, agents and volunteers” shall be named as additional insured on CONTRACTOR’s and CONTRACTOR’s subcontractors’ insurance policies by way of endorsement for the full available limits of insurance maintained by the CONTRACTOR and subcontractor, and all coverage shall be primary and non-contributory. A statement of additional insured status on a Certificate of Insurance shall not satisfy these requirements.
- b. **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. Coverage may be satisfied by endorsement to the Commercial General Liability policy.
- c. **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.
- i. 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.
 - ii. Each claims made type policy and all renewals must have a Retroactive Date of, or prior to, the effective date of this Agreement. For each “Claims-Made” policy accepted by the County, a Supplemental Extended Reporting Period (SERP) shall be purchased, at CONTRACTOR’s sole expense, with an extended reporting period of not less than three (3) years in the event the policy is cancelled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or there is any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) policy during the term of this Agreement or thereafter. The CONTRACTOR agrees CONTRACTOR’s insurance obligation shall survive the completion or termination of this Agreement for a minimum period of three years.
- d. **Workers’ Compensation (Industrial Insurance):** The CONTRACTOR shall maintain Workers’ Compensation coverage as required under the Washington State Industrial Insurance Act, RCW Title 51, for all CONTRACTOR’s employees, agents and volunteers eligible for such coverage under the Industrial Insurance Act.
- e. **Other Insurance Provisions:**
- i. **Primary, Non-contributory Insurance.** The CONTRACTOR’S and CONTRACTOR’S subcontractors’ insurance policies and additional named insured endorsements shall provide primary insurance coverage and be non-contributory. Any insurance, self-insured retention, deductible, risk retention or insurance pooling maintained or participated in by the County shall be excess and not contributory to such insurance policies. All CONTRACTOR’s and CONTRACTOR’S subcontractors’ liability insurance policies must be endorsed to show this primary coverage.

- ii. **Waiver of Subrogation.** CONTRACTOR hereby agrees to a waive subrogation with respect to each insurance policy maintained under this Agreement. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.
- iii. **Subcontractors.** The CONTRACTOR shall include all subcontractors as insured 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.
- iv. **No Limitation on Liability.** The insurance maintained under this Agreement shall not in any manner limit or qualify the liabilities or obligations of the CONTRACTOR under this Agreement. All insurance policy deductibles and self-insured retentions for policies maintained under this Agreement shall be paid by the CONTRACTOR.
- v. **Payment Conditioned on Insurance.** 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. Compensation and/or payments due to the CONTRACTOR under this Agreement are expressly conditioned upon the CONTRACTOR's strict compliance with all insurance requirements. Payment to the CONTRACTOR shall be suspended in the event of non-compliance. Upon receipt of evidence of CONTRACTOR's compliance, payments not otherwise subject to withholding or set-off will be released to the CONTRACTOR.
- vi. **Failure to Report.** Any failure to comply with reporting provisions of the insurance policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.
- vii. **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.
- viii. **Endorsements and Certificates of Insurance.** The CONTRACTOR shall, for each required insurance policy, provide a Certificate of Insurance, with endorsements attached, evidencing all required coverage, limits, deductibles, self-insured retentions and endorsements and which is conditioned upon the County receiving thirty (30) days prior written notice of reduction in coverage, cancellation or non-renewal. Each Certificate of Insurance and all insurance notices shall be provided to the [Insert Title, Department Name and Mailing Address]. underlying insurance contract will not be canceled or allowed to expire except on thirty (30) days prior written notice to the COUNTY.
 1. Certificates of Insurance shall show the COUNTY contract number to which it applies, show the certificate holder as Thurston County with the Office or Department issuing the Contract, and include c/o of Thurston County Risk Management Division. The address of the Certificate Holder shall be shown as 2000 Lakeridge Drive, Olympia, WA 98502-6045.

2. Written notice of cancellation or change of insurance policies shall be mailed to the COUNTY at the following address:

Attn: Risk Management
Human Resources MS: B4-2HR
2000 Lakeridge Drive S.W.
Olympia, Washington 98502

- ix. **Review of Policy Provisions.** Upon request, the CONTRACTOR shall provide a full and complete certified copy of all requested insurance policies to the County. The County reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverage and endorsements, or to reject any insurance policies which fail to meet the requirements of this Agreement. Additionally, the County reserves the right, but not the obligation, to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington. Any deductibles and/or self-insured retentions exceeding \$25,000, stop loss provisions, and/or exclusions contained in such policies must be approved by the County in writing. For any deductibles or self-insured retentions exceeding \$25,000 or any stop-loss provisions, the County shall have the right to request and review the CONTRACTOR's most recent annual financial reports and audited financial statements as a condition of approval.

9. **TERMINATION**

- a. The COUNTY may terminate this Contract for convenience in whole or in part whenever the COUNTY determines in its sole discretion that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by Certified Mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Section 5 of this Contract.
- b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision of the Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by the COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract are allowable.
- c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may terminate this Contract, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with Section 5 of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach. If, subsequent to termination, it is determined for any reason that (1) the CONTRACTOR was not in default, or (2) the CONTRACTOR'S failure to perform was not its fault or its subcontractor's fault or negligence, the termination shall be deemed to be a termination under subsection a of this section.

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

- a. The CONTRACTOR shall perform the terms of the Contract using only its bona fide employees or agents who have the qualifications to perform under this Contract. The obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY.
- b. The CONTRACTOR warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

11. NON-WAIVER OF RIGHTS

- a. 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 COUNTY employees.
- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent or representative of the COUNTY.
- d. The CONTRACTOR shall assume full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, county, federal or state legislation which is now or may during the term of this Contract be enacted as to all persons employed by the CONTRACTOR and as to all duties, activities and requirements by the CONTRACTOR in performance of the work on this project and under this Contract and shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules or regulations.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S Representative or designee.

13. COMPLIANCE WITH LAWS

- a. 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

- a. 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

- a. The CONTRACTOR, its assignees, agents 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.

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

- a. 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 Representative or designee as noted in Paragraph 4 above. All rulings, orders, instructions and decisions of the COUNTY’S 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

- a. 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

- a. 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.

The parties to this Contract have executed this Contract to take effect as of the date written below.

This Contract shall take effect this _____ day of _____, _____.

CONTRACTOR:

For the
BOARD OF COUNTY COMMISSIONERS
Thurston County, Washington

Firm: [CONTRACTORNAME]

By: [CONTRACTORSIGNER]

By: [COUNTYREPNAME]

Title: [CONTRACTORSIGNERTITLE]

Title: [COUNTYREPTITLE]

Signature: _____
(Authorized Representative)

Signature: _____

Date : _____

Date : _____

Address: [CONTRACTORADDRESS]

[CONTRACTORCITY], WA [CONTRACTORZIP]

**Approved as to Form by the Prosecuting Attorney's Office
Date Reviewed: February 5, 2014**

PROFESSIONAL SERVICES CONTRACT
THURSTON COUNTY/ [COMPANY NAME]
EXHIBIT A

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:

[SCOPEOFSERVICES]

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

[COUNTYASSISTANCE]

PROFESSIONAL SERVICES CONTRACT
THURSTON COUNTY/ [COMPANY NAME]
EXHIBIT B

COMPENSATION

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

[CONTRACTORCOMPENSATION]

SECTION 7 – FORMS

The Submittal Form must be completed by the proposer for inclusion in the submittal and is 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 4.3 of this solicitation.

SUBMITTAL FORM

REQUEST FOR QUALIFICATIONS (RFQ)

Facilitator for Stakeholder Workgroup to Update Designation Criteria and Mapping for Agricultural Lands of Long-Term Commercial Significance

SEALED SUBMITTALS WILL ONLY BE RECEIVED AT: Thurston County Community Planning and Economic Development Department, Building 1, 2000 Lakeridge Drive SW, Olympia, WA 98502.

SUBMITTALS ARE DUE NOT LATER THAN: 3:00pm PDT, on July 15, 2022

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 _____

TAX ID NUMBER _____

IS THIS COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WASHINGTON? YES _____ NO _____

NAME/TITLE OF COMPANY CONTACT _____

CONTACT'S PHONE _____ CONTACT'S EMAIL _____