

RFQ 034-2021-WR-R006

Grand Mound General Sewer and Wastewater Facility Plan



Thurston County, Washington

Public Works Department
9605 Tilley Rd. S, Suite C
Olympia, Washington 98512

REQUEST FOR QUALIFICATIONS (RFQ) 034-2021-WR-R006 GRAND MOUND GENERAL SEWER AND WASTEWATER FACILITY PLAN

Solicitation Documents

RFQ Issuance Date: December 16, 2021

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

Statement of Qualifications (SOQ) Due Date

SOQs are due by 3:00 p.m. PST on January 21, 2022

SOQ Acceptance Location

SOQs may be received by mail or email as follows:

Thurston County Public Works
9605 Tilley Road S, Suite C
Olympia, Washington 98512
Office Hours: 8:00 a.m. to 5:00 p.m., Monday through Friday
Phone: 360-867-2300
Attn: Dawn Ashton
Email: dawn.ashton@co.thurston.wa.us

Pre-submission Conference

There will no pre-submission conference or site visit.

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

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

REQUEST FOR QUALIFICATIONS (RFQ)
GRAND MOUND GENERAL SEWER AND WASTEWATER FACILITY PLAN

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REQUEST FOR QUALIFICATIONS (RFQ) NO. 034-2021-WR-R006
GRAND MOUND GENERAL SEWER AND WASTEWATER FACILITY PLAN

ACRONYMS AND ABBREVIATIONS

BOD	Biological Oxygen Demand
County	Thurston County, Washington, Department of Public Works, Water Resources Division
NPDES	National Pollutant Discharge Elimination System
PPQ	Past Performance Questionnaire
PMAC	Plan for Maintaining Adequate Capacity
PST	Pacific Standard Time
RCW	Revised Code of Washington
RFQ	Request for Qualifications
RFP	Request for Proposal
SOQ	Statement of Qualifications (proposal submission)
TSS	Total Suspended Solids
WAC	Washington Administrative Code

SECTION 1 – INTRODUCTION/PURPOSE

1.2 INTRODUCTION

Thurston County, Washington, Public Works, Water Resources Division (hereafter “County”) is requesting Statements of Qualifications (SOQ) from qualified firms interested in providing Engineering and Professional Consulting services for general sewer and wastewater facility planning for the Grand Mound sewer service area with an option to complete design documents for a wastewater treatment plant expansion.

1.2 PURPOSE

The purpose of this planning effort is to identify sewer system capital needs to support the rapidly growing Grand Mound area. In particular, this planning effort will result in the completion of a General Sewer and Wastewater Facility Plan and will constitute a Plan for Maintaining Adequate Capacity in order to comply with the requirements of the County’s National Pollutant Discharge Elimination System (NPDES) permit.

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 addenda, are published on the Thurston County website at

<https://www.thurstoncountywa.gov/tchome/Pages/RFQrfq.aspx>.

1.4 MINIMUM QUALIFICATIONS

The following are the minimum qualifications and licensing requirements that proposing companies 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 company shall have been in business for a minimum of seven (7) years from the date of issuance of this RFQ.
- B. The proposing company must be licensed to do business in the State of Washington and the engineer responsible for stamping documents must be professionally registered in the State of Washington.
- C. The proposing company must have and maintain the minimum levels of Insurance Coverage specified in the draft contract in Attachment 2.
- D. The designated Project Manager shall be a permanent, full-time employee of the proposing firm and have a minimum of five (5) years of experience, either with the proposing company or other company, managing and providing similar services to those requested under this solicitation.
- E. The proposing company must provide a strong wastewater treatment design skill set and have experience preparing engineering documents in accordance with Revised Code of Washington (RCW) Section 90.48, *Water Pollution Control*; Washington Administrative Code

(WAC) Section 173-240-050, *General Sewer Plan*; WAC 173-240-060, *Engineering Report*; WAC 173-219, *Reclaimed Water*; and other pertinent Washington State Department of Health and Washington State Department of Ecology regulations.

SECTION 2 – OVERVIEW OF SERVICES REQUESTED

2.1 DESCRIPTION

The scope of services is to prepare a General Sewer and Wastewater Facility Plan for the Grand Mound sewer service area. In particular, the document will constitute a Plan for Maintaining Adequate Capacity (PMAC) as required by the Grand Mound wastewater treatment plant's National Pollutant Discharge Elimination System permit. In addition, the County holds water rights that require aquifer recharge with Class A Reclaimed Water; the facility planning effort will need to include a Water Reuse Plan to consider alternatives and make recommendations for compliance with the mitigation requirements of the County's water rights.

As the Wastewater Facility Plan will identify design parameters for a wastewater treatment plant upgrade, the County may wish to retain the selected consultant to provide design services for the wastewater treatment plant upgrade. The proposing firm may be retained to provide design services for upgrade of the wastewater treatment plant, at the sole discretion of the County.

2.2 BACKGROUND INFORMATION

Thurston County Public Works owns and operates a water and sewer system serving commercial and residential development in the Grand Mound area. The Grand Mound area is rapidly developing, and its wastewater treatment plant is approaching 85% of the permitted discharge limit of 890 lbs./day and 715 lbs./day for Biological Oxygen Demand (BOD) and Total Suspended Solids (TSS), respectively, triggering the requirement to prepare a PMAC. The most recent Wastewater Facility Plan was prepared in 1996 and identified a phase 2 capacity upgrade that included installation of a second oxidation ditch and other improvements at the wastewater treatment plant.

In order to satisfy the requirements of the PMAC, the County would like to prepare a new Wastewater Facility Plan that develops design parameters for a treatment plant upgrade. This planning effort will also include parallel development of a General Sewer Plan in order to analyze anticipated development and identify capital projects in the sewer collection system.

In addition, the County holds water rights that are conditioned upon the County developing Class A reclaimed water production capacity for aquifer recharge. As such, the County would like to prepare a Reclaimed Water Evaluation as part of the general sewer and wastewater facility planning process.

2.3 COUNTY PROVIDED INFORMATION

The County will make available the following studies for use by the selected consultant:

- A. *Thurston County Wastewater Engineering Report and Facility Plan*, Earth Tech, December 1996
- B. *Biosolids Management Study, Grand Mound Wastewater Treatment Plant*, Thurston County Water and Waste Management, September 2009
- C. *Grand Mound Sanitary Sewer Collection System Analysis*, Gray & Osborne, Inc., March 2014
- D. *Thurston County Biosolids Management Plan*, Gray & Osborne, Inc., April 2018

2.4 STATEMENT OF WORK

The anticipated tasks and deliverables associated with this project are listed below:

Task 1 - Review Existing Information and Facility Visits with County Staff

This task includes review of existing facility as-built plans, planning documents, compliance records, operations history, discharge monitoring reports, and other pertinent information. This task also includes site visits with County staff to Grand Mound sewer facilities.

Task 2 – Prepare General Sewer and Wastewater Facility Plan

This task includes preparation of a General Sewer Plan and Wastewater Facility Plan in accordance with the requirements of Washington Administrative Code (WAC) Section 173-240-050 and WAC 173-240-060, respectively. The intent of this document is to satisfy the applicable requirements in the WAC and to provide design criteria for an expansion and upgrade of the Grand Mound wastewater treatment plant.

Task 3 – Prepare Reclaimed Water Evaluation

This task includes preparation of a Water Reuse Plan in accordance with WAC 173-219. The intent of this task is to identify the design parameters for a Class A water reclamation plant at the Grand Mound Wastewater Treatment Plant. Additionally, the Reclaimed Water Plan will need to identify the improvements necessary to provide aquifer recharge capacity.

2.5 PERIOD OF PERFORMANCE/BUDGET

The County anticipates the contract will be for a duration of 15 months for base services and 12 months for the design option, to be exercised at the sole discretion of the County. The maximum budget is \$250,000.00. Below is the anticipated schedule for the work:

Notice to Proceed	April 2022
Complete General Sewer and Wastewater Facility Plan	July 2023
Complete Design Work (If awarded by County)	September 2024

2.6 COMPENSATION

A. The County intends to negotiate a not-to-exceed amount for engineering services with the highest qualified firm selected pursuant to RCW 39.80.

B. Payment to Consultant will be based on a labor hour basis in accordance with the negotiated rate schedule. Negotiated rates will be fully burdened and will remain in effect for the contract

term.

C. The negotiated rate schedule will be incorporated into the executed Professional Services Contract.

SECTION 3 – ACQUISITION TIMELINE AND GENERAL REQUIREMENTS

3.1 PROCUREMENT SCHEDULE

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

Table 1: Solicitation and Anticipated Award Schedule

ACTIVITY	EST. DATE
Issue RFQ	12/16/2021
Pre-Submittal Inquiries Due	1/7/2022
SOQ Due	1/21/2022
Complete SOQ Evaluations and Short-listing of Companies	2/4/2022
Begin Interviews	2/14/2022
Selection of Highest Rated Firm	2/25/2022
Complete Contract Negotiations	3/21/2022
Contract Execution	4/19/2022

3.2 PRE-SUBMITTAL CONFERENCE/SITE VISIT

No pre-submittal conference or site visit will be held.

3.3 PRE-SUBMITTAL INQUIRIES AND ADDENDUM

It is the responsibility of each Proposer to examine the entire RFQ and, as necessary, seek clarification (inquiries). This RFQ may only be modified by a written addendum issued by the County. Proposer shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the RFQ.

All inquiries regarding this RFQ shall be directed in writing (mail or e-mail) to Thurston County Public Works, to the attention of:

Dawn Ashton, Procurement/Contract Specialist
Thurston County Public Works
9605 Tilley Road S, Suite C
Olympia, WA 98512
Dawn.Ashton@co.thurston.wa.us

All pre-submittal inquiries must clearly identify the name of the inquiring firm or person and the RFQ number, title, and section/page number. The deadline for receipt of pre-submittal inquiries from Proposer is 3:00 p.m. (PST) on January 7, 2022.

No communication regarding this RFQ should be directed to any other County official or employee. All pre-submittal inquiries will be responded to in the form of a written addenda.

3.4 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).

3.5 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 SOQ/proposal submission are entirely the sole responsibility of the Proposer.

3.6 MODIFICATION/WITHDRAWAL

Written requests to modify or withdraw a SOQ submittal received by the County prior to the scheduled time of closing (i.e., 3:00 p.m. PST on the SOQ Due Date) will be accepted and will be corrected after opening. No oral requests will be allowed. Requests to modify or withdraw a SOQ must be addressed and labeled in the same manner as the SOQ and marked as a MODIFICATION or WITHDRAWAL of the SOQ. Requests to modify a SOQ after the due date and time will not be allowed. Requests for withdrawal after the time of closing will be allowed at the County's sole discretion.

3.7 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.

3.8 REJECTION

The County retains the right to reject any or all submissions 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.

3.9 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.

3.10 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.

3.11 NO OBLIGATION

This solicitation in no manner obligates Thurston County or any of its Departments to use any proposed professional services until a valid written contract is awarded and approved by the appropriate authorities.

3.12 NONDISCRIMINATION

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

SECTION 4 – PREPARATION AND SUBMISSION INSTRUCTIONS

4.1 STATEMENT OF QUALIFICATIONS DUE DATE AND TIME

SOQs prepared in accordance with the RFQ will be received by the County at the address below, until 3:00 p.m., PST on the SOQ Due Date. Sealed SOQs must be delivered via certified mail, express delivery, or courier to the address below or may be sent electronically via email to Dawn Ashton at dawn.ashton@co.thurston.wa.us. Submissions sent by fax will not be accepted. Late SOQs will not be considered for selection and will be returned to the Proposer unopened. The County is not responsible for late or misdirected delivery of submissions. Note: for electronic submissions, the complete SOQ must be received in the recipient’s email in-box before the closing date and time.

A. Hard Copy: A Proposer must submit in a sealed package one (1) original, three (3) duplicate copy sets, and one (1) electronic copy of the SOQ and Attachments. The original shall be marked ORIGINAL and all other hard copies marked COPY. Proposer shall submit its SOQ, an exact duplicate of the original SOQ on USB Flash Drive in Adobe Acrobat™ format Version 7.0 or higher. If multiple flash drives are used, Proposer shall label the content on each disk/drive. Each package shall be clearly marked on the outside with the following label:

**REQUEST FOR QUALIFICATIONS NO. 034-2021-WR-R006
GRAND MOUND GENERAL SEWER AND WASTEWATER FACILITY PLAN
RFQ Opening Date & Time**

Proposer’s name and address shall be on the outside of the envelope or container. Deliver responses to:

**Thurston County Public Works
9605 Tilley Road S, Suite C
Olympia, Washington 98512
ATTN: Dawn Ashton, Procurement/Contract Specialist**

B. Electronic: Proposer must send SOQ to dawn.ashton@co.thurston.wa.us via email. Subject block of

the email should read: RFQ No. 034-2021-WR-R006 – Grand Mound General Sewer and Wastewater Facility Plan – due date and time. If the submittal attachment is too large for a single email, clearly indicate multiple emails are being sent and use the same subject line with the number of the email.

4.2 SUBMITTAL FORMAT – GENERAL

A. The use of covers or binders shall be limited, and if used, shall be recyclable, made from recycled materials, and/or easily removable to allow for copying or recycling of pages. Plastic covers or dividers shall be avoided.

B. The use of at least thirty percent (30%) recycled content paper is encouraged.

C. All pages of the SOQ 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.

D. Unnecessary attachments or documents not specifically asked for in this solicitation should be avoided. Elaborate or expensive artwork, paper, bindings, and visual and other presentations beyond those sufficient to present a complete and effective response to this solicitation are neither necessary nor desired.

E. Format: Page Size will be 8-1/2" X 11" with at least ½ margins all around. Typeface should be Times New Roman 12. Narratives shall be single spaced. All text shall be legible and easily read. Propriety statements, security markings, and page numbers should fall within the defined margin area.

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

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

Note that one (1) side of a piece of paper with printing of any kind 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. SOQ 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.

4.3 SUBMITTAL CONTENTS

THE REQUIRED CONTENTS AND ORDER OF THE CONTENTS FOR THE SUBMITTAL SHALL BE AS FOLLOWS.

Outside Covers

The front cover shall be of plain white stock with text and graphics limited to: the RFQ number; RFQ name/title; due date and time; Proposer's name and business address, email address, telephone

number, web address, and contact person's name. The back cover shall be of white cover stock and entirely blank.

Submittal Form

Include one (1) fully executed copy of the **Submittal Form** that is provided in Attachment 1 – FORMS of this solicitation. The executed original of the Submittal Form shall have an original longhand signature in blue ink 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 may be cause for rejection of the entire SOQ submission. 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 1.4 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 page.

TABBED SECTION #2: Contract Terms and Conditions

Include a single page with a statement as to whether or not the Proposer accepts, or has exceptions, revisions, or additions to, the standard Professional Services Contract Terms and Conditions presented in Attachment 2 of this solicitation. The Proposer shall include an explanation as to why such exception, revision, or addition is requested. Failure by the Proposer to identify an exception, revision, or addition waives any later objections by the Proposer to the standard contract terms and conditions provided herein. It will be up to the discretion of the County whether or not to accept changes to the standard contract terms and conditions requested if no objections are included.

TABBED SECTION #3: Summary of Company's Qualifications and Experience

Include the following information in this section, which shall not exceed five (5) pages.

A. General Information

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

- A description and history of the company including general expertise and experience.
- Office location that will provide the services for this project and the number and types of employees.
- A list of the company's litigation history and any pending litigation or binding arbitration with a client.
- Statement company has the appropriate insurance including Professional Liability Insurance.

- A statement describing what makes your company uniquely qualified for this project and any additional information the Proposer feels is relevant to the general qualifications of the RFQ.

TABBED SECTION #4: Recent Relevant Experience/Past Performance

Include the following information in this section, which shall not exceed one (1) page per reference for a total of three (3) pages.

Information to be submitted on Attachment 3 – RECENT RELEVANT EXPERIENCE/PAST PERFORMANCE FORM.

A. COMPANY’S EXPERIENCE: Submit three (3) recent, relevant projects by completing Attachment 3, Page 1.

Recent is defined as projects that are on-going or have been completed within the last 7 years of the date of issuance of this RFQ that have been executed by the Proposer and its team members as a prime contractor.

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

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

TABBED SECTION #5: Organizational Structure/Key Personnel

Include the following information in this section, which shall not exceed two (2) pages per resume.

A. ORGANIZATIONAL STRUCTURE: Submit an organizational chart that clearly shows how the team will be structured, role in the contract, and the interrelationships. This chart shall show lines of authority within the team. Include any subconsultants to be used to fulfill terms of the services. Identify who within the organization will have final authority for the program/services.

B. KEY PERSONNEL: Submit resumes of key personnel (prime and subs) that will be assigned to the team. Information requirements for the resume are provided on Attachment 4 – Key Personnel Resume Format. The resumes must clearly present the separate credentials of each proposed team member and must provide a concise summary of each individual’s separate duties and responsibilities as proposed for the contract. Resumes are to include educational qualifications, professional certifications/licenses, years of experience, and at least 3 examples of similar projects.

At a minimum the following individuals are considered Key Personnel:

- Principal in Charge
- Project Manager
- Civil Engineer

TABBED SECTION #6: Technical Approach

Include the following information in this section, which shall not exceed ten (10) pages.

A. Describe the company's approach for this project including communication, collaboration, regulatory compliance, deliverables, cost control, ability to meet schedule and any other pertinent information.

B. Detail the company's quality control process.

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

SECTION 5 - EVALUATION AND SELECTION

This section describes the method the County will use to evaluate SOQs received in response to this solicitation.

5.1 INITIAL SCREENING OF SOQ

All SOQ 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 may be considered nonresponsive and may not be further evaluated.

5.2 EVALUATION CRITERIA

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

EVALUATION CRITERIA	POINTS
Minimum Qualifications identified in para 1.4 have been met.	Go/No Go
<p>Company’s Qualifications and Experience</p> <p>Company has the expertise and experience that meet the needs of the County.</p> <p>Company has the appropriate capacity for providing services.</p> <p>Company’s litigation history is low risk.</p> <p>Company has specific experience preparing General Sewer Plans, Wastewater Facility Plans, and Reclaimed Water Plans.</p> <p>Company has specific experience providing wastewater treatment design services.</p>	30
<p>Project/Services Experience and Past Performance</p> <p>The company demonstrated recent relevant experience for similar services with other clients.</p> <p>The company received positive evaluations on performance in terms of Quality, Timeliness, Cost/Budget, Management/Business Relations, Regulatory and Overall Customer Satisfaction from References.</p>	30
<p>Organizational Structure/Key Personnel</p> <p>The organizational structure is comprehensive, logical, and efficient.</p> <p>The proposed team is comprehensive and has the requisite credentials, education, and experience.</p>	20

<p>Technical Approach</p> <p>The company’s project approach is comprehensive, practical, and efficient.</p> <p>The company’s quality control process is effective.</p> <p>Challenges and risks are appropriately identified with a reasonable mitigation plan.</p>	20
TOTAL	100
Interview	50

5.3 EVALUATION/SELECTION PROCESS

The County will evaluate and rank the SOQs according to the evaluation criteria in Section 5.2 and will short-list the three highest rated firm who will be scheduled for interviews. Proposer should plan to have the identified key personnel assigned to the project team make the presentation. Selected Proposers may be asked to provide supplemental or additional information for review by the evaluation committee prior to the interviews. The interviews may be conducted electronically. The County will score the companies interviewed and conduct a final evaluation and ranking of the Proposers based on the criteria listed in Section 5.2 and interviews. The County will select the highest-ranked qualified Proposer for negotiations.

5.4 NEGOTIATION

The County will issue a Request for Proposal (RFP) to the selected firm and initiate negotiations. The County reserves the right to negotiate any aspect of the fee schedule and/or contract for purposes of executing a contract.

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 contractor must sign the contract and provide any outstanding documents, including, but not limited to, certificates of insurance and W-9 (or equivalent). The County will sign the contract only upon receipt of all required documents.

SECTION 6 - CONTRACT TERMS AND CONDITIONS

Attachment 2 is a sample of the contract that will be entered into between Thurston County and the successful Proposer with incomplete information to be added based upon the final negotiations between the County and the successful Proposer. Proposers who want additional or modified contract terms must include the requested change(s) in their initial 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 from the Thurston County Prosecuting Attorney's Office and approval by the Board of County Commissioners prior to being submitted to that Proposer for signature and final execution by the County.

6.1 INSURANCE

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

TYPE	LIMIT
Professional Legal Liability	\$1,000,000 each occurrence
Workman's Compensation	Statutory (Title 51 RCW)
Employers Liability	\$1,000,000 each accident
General Liability (combined bodily injury/property damage)	\$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Liability (combined bodily injury/property damage)	\$1,000,000 each occurrence

A Certificate of Insurance executed on the appropriate form must be submitted prior to execution of the contract.

6.2 COMPLIANCE WITH LAWS

All work must be performed in accordance with applicable federal, state, and local regulations. This includes, but is not limited to, all transportation, environmental, health, and safety regulations.

6.3 RECORDS

Contractor must agree at such time and in such form as the County may require to furnish the County reasonable periodic reports and documents as it may request pertaining to the work or services undertaken pursuant to the Contract Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matter covered by the Agreement. Contractor will maintain accounting records in accordance with accepted accounting principles and practices to substantiate all invoiced amounts.

SECTION 7– FORMS

The following Forms must be completed by the Proposer for inclusion in the SOQ.

Attachment 1 Submittal Form – The one-page Submittal Form must be completed in entirety and executed by a person authorized to bind the Proposer legally and contractually, or the SOQ 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.

Attachment 3 - Relevant Project/Services Experience and Past Performance Questionnaire – The one-page relevant project/services experience form must be completed by the Proposer for each reference and the past performance questionnaires must be completed by each reference identified by the Proposer.

ATTACHMENT 1
SUBMITTAL FORM

REQUEST FOR QUALIFICATIONS (RFQ) NO. 034-2021-WR-R006
Grand Mound General Sewer and Wastewater Facility Plan

SEALED SOQ SUBMITTALS WILL BE RECEIVED AT: Thurston County Public Works, 9605 Tilley Road S, Suite C, Olympia, Washington 98512 or **electronically via email at dawn.ashton@co.thurston.wa.us**.

SUBMITTALS ARE DUE NOT LATER THAN: 3:00 p.m. local time on **January 21, 2022**.

THE SOLICITATION DOCUMENTS, including any addenda, are published on the Thurston County Public Works website at the following location <https://www.thurstoncountywa.gov/tchome/Pages/rfprfg.aspx>.
THE UNDERSIGNED UNDERSTANDS AND ACKNOWLEDGES THAT THE SOLICITATION AND ALL ADDENDA HAVE BEEN EXAMINED PRIOR TO SUBMISSION OF STATEMENT OF QUALIFICATIONS (SOQ).

THE PROPER FULL LEGAL NAME OF THE COMPANY 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 PROPOSER, OR THE SUBMITTAL MAY BE REJECTED IN ENTIRETY:

AUTHORIZED SIGNATURE _____

PRINTED NAME _____

TITLE _____

FIRM NAME _____

FIRM ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

PHONE _____ FAX _____

EMAIL _____

TAX ID NUMBER _____

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

NAME/TITLE OF FIRM CONTACT _____

CONTACT'S PHONE _____ CONTACT'S EMAIL _____

ALL PROPOSERS MUST COMPLETE THIS SECTION

Proposer acknowledges receipt of the following addenda:

Addendum No. _____ Date Received _____
By _____

ATTACHMENT 2

PROFESSIONAL SERVICES CONTRACT
THURSTON COUNTY / [CONTRACTOR]
Grand Mound General Sewer and Wastewater Facility Plan

THIS CONTRACT is entered into in duplicate originals between **THURSTON COUNTY**, a municipal corporation, with its principal offices at 2000 Lakeridge Drive S.W., Olympia, Washington 98502, hereinafter “**COUNTY**,” and **[NAME OF COMPANY]**, with its principal offices at **[contractor address]**, hereinafter “**CONTRACTOR**.”

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

1. **DURATION OF CONTRACT**

The term of this Contract shall begin on the date last executed below and shall terminate on **[enter completion date]**.

This contract includes an option for design at the conclusion of planning. Exercising the option shall be at the sole discretion of the County. The contract period of performance will be extended through an Amendment to the contract.

2. **SERVICES PROVIDED BY THE CONTRACTOR**

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

The CONTRACTOR shall perform the following services:

[Grand Mound General Sewer and Wastewater Facility Plan and Design (option)]

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

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

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

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

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

3. SERVICES PROVIDED BY THE COUNTY

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

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

4. CONTRACT REPRESENTATIVES

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

- a. For CONTRACTOR:

Name of Representative: _____

Title: _____

Mailing Address: _____

City, State and Zip Code: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

- b. For COUNTY:

Name of Representative: Joe Plahuta, P.E.

Title: Senior Water Resources Engineer

Mailing Address: 9605 Tilley Road South

City, State and Zip Code: Olympia, WA 98512

Telephone Number: 360-867-2968

Fax Number: _____

E-mail Address: joe.plahuta@co.thurston.wa.us

5. COMPENSATION

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

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

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

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

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

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

6. AMENDMENTS AND CHANGES IN WORK

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

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

7. HOLD HARMLESS AND INDEMNIFICATION

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

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

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

8. INSURANCE

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

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

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

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

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

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

d. **Automobile Liability:** The CONTRACTOR shall maintain Business Automobile Liability insurance with a limit of not less than **[\$5,000,000]** each accident combined Bodily Injury and Property Damages. Coverage shall include owned, hired, and non-owned automobiles.

e. **Environmental/Pollution Legal Liability Insurance:** The CONTRACTOR shall maintain limits of not less than **\$2,000,000** for each occurrence or event with an annual aggregate of **\$5,000,000**; the policy shall minimally cover claims involving personal injury, property damage, and environmental restoration costs.

f. Other Insurance Provisions:

- i. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected and appointed officers, officials, employees, and agents.
- ii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees, or agents.
- iii. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- iv. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
- v. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.
- vi. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced.

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

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

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

- iii. The CONTRACTOR shall furnish the COUNTY with properly executed certificates of insurance or a signed policy endorsement which shall clearly evidence all insurance required in this section prior to commencement of services. The certificate will, at a minimum, list limits of liability and coverage.

The certificate will provide that the underlying insurance contract will not be canceled or allowed to expire except on thirty (30) days prior written notice to the COUNTY.

- iv. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Thurston County Risk Management Division.

9. **TERMINATION**

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

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

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

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

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

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

11. **NON-WAIVER OF RIGHTS**

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

12. **INDEPENDENT CONTRACTOR**

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

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

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

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

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

13. **COMPLIANCE WITH LAWS**

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

14. **INSPECTION OF BOOKS AND RECORDS**

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

15. **NONDISCRIMINATION**

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

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

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

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

17. **DISPUTES**

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

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

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

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

19. **SEVERABILITY**

a. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be

affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

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

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

20. ENTIRE AGREEMENT

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

21. NOTICES

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

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

CONTRACTOR:	Thurston County, Washington
Firm: _____	By: _____
By: _____	Jennifer D. Walker, PMP
Signature: _____	Title: <u>Director, Public Works</u>
(Authorized Representative)	
Date _____	Date _____
Title: _____	
Address: _____	

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

EXHIBIT A

PROFESSIONAL SERVICES CONTRACT

THURSTON COUNTY/ **[CONTRACTOR]**

[Grand Mound General Sewer and Wastewater Facility Plan]

SCOPE OF SERVICES

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

[list scope of services or tasks to be performed]

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

[list scope or tasks to be performed]

EXHIBIT B

PROFESSIONAL SERVICES CONTRACT

THURSTON COUNTY/ [CONTRACTOR]
[Grand Mound General Sewer and Wastewater Facility Plan]

COMPENSATION

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

[state lump sum amount, additional break-out, and negotiated rate schedule]

SAMPLE

ATTACHMENT 3
RELEVANT PROJECT/SERVICES EXPERIENCE
 This section to be completed by **Proposer**

Project/Services Title:	Dates of Service:
Location:	Original Contract Amount: \$ Final Contract Amount: \$
Contract Type: ___ Firm Fixed Price ___ Cost ___ Other (Specify)	Number of Change Orders: Total Dollar Value of Change Orders: \$
Primary _____ SubContractor _____	Complexity of Project/Service _____Difficult _____Routine
Reference/Owner Contact Information:	
POC Individual Name	POC Title
POC Organization Name	POC Address
POC Phone Number	POC Email
Summary of Actual Performance Under Scope	
Describe the type of work, tasks performed, and challenges to demonstrate relevant experience characteristics similar to the services requested under this RFQ.	

PAST PERFORMANCE QUESTIONNAIRE

Reference/Owner to complete this section of the form and return to the Proposer. Reference/Owner may also send the entire form to the Purchasing Agency directly.

NOTE: Please use adjectival ratings from attached sheet.

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

<p>Would you select this company again? Please explain. (Attach additional sheet if necessary.)</p>	
Name & Date:	Title:

PAST PERFORMANCE RATING GUIDELINE

Rating: Exceptional

Definition: Performance meets contractual requirements and exceeds many to the project owner's benefit. The contractual performance of the element or sub-element being evaluated was accomplished with few minor problems for which corrective actions taken by the Contractor were highly effective.

Note: To justify an Exceptional rating, identify multiple significant events and state how these events were of benefit to the project owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating.

Rating: Very Good

Definition: Performance meets contractual requirements and exceeds some to the project owner's benefit. The contractual performance of the element or sub-element being evaluated was accomplished with some minor problems for which corrective actions taken by the Contractor were effective.

Note: To justify a Very Good rating, identify a significant event and state how it was a benefit to the project owner.

Rating: Satisfactory

Definition: Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the Contractor appear, or were, satisfactory.

Note: To justify a Satisfactory rating, there should have been only minor problems, or major problems that the Contractor recovered from without impact to the contract or order.

Rating: Marginal

Definition: Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being evaluated reflects a serious problem for which the Contractor has not yet identified corrective actions. The Contractor's proposed actions appear only marginally effective or were not fully implemented.

Note: To justify Marginal performance, identify a significant event in each category that the Contractor had trouble overcoming, and state how it impacted the project owner. A Marginal rating should be supported by referencing the management tool that notified the Contractor of the contractual deficiency (e.g., management, quality, safety, or environmental deficiency report or letter).

Rating: Unsatisfactory

Definition: Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the Contractor's corrective actions appear or were ineffective.

Note: To justify an Unsatisfactory rating, identify multiple significant events in each category that the Contractor had trouble overcoming, and state how these events impacted the project owner. A singular problem, however, could be of such serious magnitude that it alone constitutes an Unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools used to notify the Contractor of the contractual deficiencies (e.g., management, quality, safety, or environmental deficiency reports, or letters).

NOTE 1: N/A (not applicable) should be used if the ratings are not going to be applied to a particular area for evaluation.

ATTACHMENT 4
KEY PERSONNEL RESUME FORMAT

Provide information, listed below, on separate sheets showing qualifications of each key personnel individual assigned to the project.

(a) Name:

(b) Current Position/Title:

(c) Proposed Assignment on the Services Contract, including specific duties to be performed:

(d) No. of Years in Same Assignment as Proposed on the Contract _____

(e) Name of Your

Company _____

(f) No. of Years: With this Company _____ With other Companies _____

(g) Education:

Degree(s) earned: _____

School attended: _____

Year Degree granted: _____

Degree field/specialization: _____

Specialized Training: _____

(h) Active Registration/Professional License/Certification, if any:

Type: _____ No. _____, State(s) _____, First Year/ Current Year _____/_____

(i) Describe Your Specific Experience and Qualifications Relevant to the Services in the RFQ:

(j) Up to three (3) relevant project/service examples:

Project Title: _____

Project Location: _____

Project Dollar Value: _____

Project Size: _____

Position Held: _____

Duties performed: _____

Company employed with during Project: _____