



## Thurston County, Washington

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

### REQUEST FOR QUALIFICATIONS (RFQ) NO. BOCC-2020-001

### ON-CALL PROFESSIONAL CONSULTING SERVICES THURSTON COUNTY CAPITAL PROJECTS

#### Solicitation Documents

All solicitation documents, including any addenda, are published on the Thurston County “Legal Notices and Announcements of Public Hearings” website at

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

#### Proposals Due Date

**Proposals are due by not later than: 2:00 p.m. PST on April 24, 2020**

#### Proposal Acceptance Location

**Sealed Proposals will only be received by:**

Thurston County  
9605 Tilley Road S, Suite C  
Olympia, WA 98512  
*Office Hours: 8:00 a.m. to 5:00 p.m., Monday through Friday*  
*Phone: 360-867-2300*

#### Pre-Proposal Conference

**There will be a pre-proposal conference on March 19, 2020 at 1:30pm** at the Thurston County Public Works facility located at 9605 Tilley Road S, Olympia, WA 98512. Check-in at Lobby of Building C.

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

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**ON-CALL PROFESSIONAL CONSULTING SERVICES FOR**  
**THURSTON COUNTY CAPITAL PROJECTS**

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

**1.1 PURPOSE AND OBJECTIVES**

Thurston County, State of Washington, Board of County Commissioners, (hereafter “County”) is requesting Proposals from qualified firms interested in providing Professional project and construction management Services on an on-call basis. The Board of County Commissioners is considering the most prudent course of action for the future and whether it is best to remodel and expand the existing campus and buildings or build a new Courthouse and Administrative complex elsewhere within the City Limits of Olympia. The total project cost is estimated to be a maximum of \$250 million and provide at least 300,000 square feet of court and office space with parking for approximately 900 vehicles.

Over the past few years, leadership from Thurston County and the City of Olympia have been working collaboratively on a project to build a new Courthouse and Regional Administrative Buildings to serve the citizens of Thurston County for the next 50 years. The success of this project will improve and consolidate services, promote long-term cost savings, enhance security, and increase efficiencies across County offices and departments.

As financial stewards of citizen tax dollars, Thurston County's elected leaders are committed to meeting the needs of our growing community while promoting economic vitality. With an investment in a new or reconstructed courthouse and administrative facilities, the County can modernize its facility assets, consolidate services in a customer first manner, invoke civic pride in our community, and provide opportunities for economic revitalization to the area.

Through a feasibility study, the County explored reconstructing and expanding the existing campus and facilities, and building a new Courthouse and Regional Administrative Buildings elsewhere within the City Limits of Olympia. Starting with 12 potential sites, the Board of County Commissioners narrowed down the three (3) most feasibility sites and commissioned an expert consultant team to prepare a comprehensive comparative feasibility study. These sites included the current Hilltop site, an undeveloped piece of property on Harrison Street in west Olympia, and the City of Olympia's Lee Creighton Justice Center location on Plum Street.

On April 30, 2019, the Board of County Commissioners voted 2-1 to add a ballot measure to increase the levy of the regular property tax to fund Courthouse and Regional Administrative Building facilities as part of the April 28, 2020 election. Note: The County may choose to select the most qualified firm and award this contract, regardless of whether the measure passes. More information on the project can be found in the recently completed feasibility study located at:

<https://www.thurstoncountywa.gov/bocc/Pages/courthouse-civic-project.aspx>

## 1.2 SCOPE OF WORK

The Contract awarded under this RFQ will be between the County and the selected firm (hereafter referred to separately as the “Consultant”). The professional services provided by the Consultant under this on-call contract may include one or more of the following services or other related tasks not specifically described:

### A. Planning and project set up

- 1.A.1. Establish project control systems including workflows, communications plans, financial tracking, scheduling and reporting protocols
- 1.A.2. Develop and refine the Project Management Plan including roles and responsibilities for County and Consultant staffing
- 1.A.3. Develop and implement an overall Project Charter for internal County staff and other City and County stakeholders
- 1.A.4. Confirm overall budget distributions, funding sources and contingencies
- 1.A.5. Develop and confirm the delivery method strategy, procurement process and compensation structure for the design-builder
- 1.A.6. Retain and direct specialty consultants as needed including, but not limited to geotechnical, survey, traffic, environmental, public relations and commissioning (consultants may be contracted to the County directly or as subconsultant to the PM)
- 1.A.7. Assist County to develop Public Communications and Community Engagement Plans for Key messaging, Open Houses, etc.
- 1.A.8. Assist with City of Olympia project Pre-submission process

### B. Washington State Project Review Committee (PRC) submittal

- 1.B.1. Prepare and submit all PRC project application documents
- 1.B.2. Prepare and respond to all PRC questions
- 1.B.3. Facilitate and assist with PRC presentation.

### C. Progressive Design-build (DB) procurement

- 1.C.1. Prepare all RFQ, RFP, addenda and interview materials
- 1.C.2. Work with County legal staff to develop the DB form of agreement
- 1.C.3. Prepare and host pre-proposal meetings and address questions
- 1.C.4. Organize, host and facilitate SOQ and proposal scoring sessions, document the process and inform competitors of outcomes
- 1.C.5. Recommend award and negotiate and prepare contract form for execution

### D. Design phase

- 1.D.1. Provide oversight of the design process flow including meetings, decision making and documentation. Review and comment on design deliverables
- 1.D.2. Monitor and report budget and schedule status on a regular basis
- 1.D.3. Organize County stakeholder input sessions and document decision making

- 1.D.4. Support the County and the DB with permitting, entitlements, utility connections, easements, community engagement, and other administrative tasks
  - 1.D.5. Oversee subcontracting and material procurement by the DB and recommend award to County
  - 1.D.6. Perform design quality assurance reviews and validate design in light of design intent
  - 1.D.7. Lead process to hire other owner's consultants (i.e. testing and inspection, commissioning agent)
  - 1.D.8. Other duties as assigned
- E. Construction phase
- 1.E.1. Oversee the day to day execution of the work including quality assurance, schedule compliance, payments, financial reporting by the DB
  - 1.E.2. Review product submittals with appropriate County staff members for approval
  - 1.E.3. Resolve and respond to DB questions on behalf of the County
  - 1.E.4. Initiate and recommend owner directed change orders for execution by the Design Builder
  - 1.E.5. Review and provide recommendations to the County for execution of change orders proposed by the Design Builder
  - 1.E.6. Review and recommend payment for monthly contractor invoices
  - 1.E.7. Monitor project budget including owner's contingency
  - 1.E.8. Oversee consultants contracted through the County directly or as a subconsultant to this contract
  - 1.E.9. Monitor project quality assurance / control standards
  - 1.E.10. Provide on-site inspection as needed
  - 1.E.11. Oversee project closeout, warranties, turn over and occupancy
  - 1.E.12. Coordinate all County supplied equipment and specialty vendors including IT, furniture, security, signage as needed.
  - 1.E.13. Lead the move in stage including the retention of moving vendors, coordinating with County staff and others as needed
  - 1.E.14. Oversee decommissioning of existing buildings and space if needed.
  - 1.E.15. Other duties as assigned.
- F. Other types of professional services requested by the County that are consistent with the intent of this RFQ.

The County and Consultant will work together to develop the detailed scope of services required for each task order as the need arises. The Consultant will then prepare a cost proposal and an associated schedule. The County and Consultant will negotiate the cost and schedule for these services and the County will authorize these services through issuance of individual task orders. The Consultant shall be responsible for performing the work as described in the task order contract agreements issued under the

on-call contract. All individuals and entities performing the work shall have the appropriate licenses, certifications, accreditations, and/or credentials that demonstrate competency for that work.

### 1.3 RFQ SCHEDULE

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

<u>03/19/2020</u>	Preproposal Conference (1:30 pm)
<u>04/08/2020</u>	Questions due, in writing (via email), not later than 2:00 pm
<u>04/14/2020</u>	Addendum issued (if required)
<u>04/24/2020</u>	Proposals due not later than 2:00 pm
<u>04/28/2020</u>	Thurston County Ballot Measure Vote
<u>*05/01/2020</u>	Begin evaluation of proposals
<u>*05/11/2020</u>	Interviews, if deemed necessary (week of)
<u>*05/20/2020</u>	Consultant selected
<u>*05/26/2020</u>	Contract award
<u>*06/30/2020</u>	Negotiate Task Order #1
<u>*07/13/2020</u>	Task Order #1 Notice to Proceed

### 1.4 BUDGET AND CONTRACT PERIOD

The County anticipates this contract will be for an initial four-year term with two, one-year renewal options. There is no guarantee of work under this contract. In addition, the County reserves the right to solicit separate contracts with other consultants at its sole discretion.

### 1.5 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on March 19, 2020 at 1:30pm. RSVP via email to [rick.thomas@co.thurston.wa.us](mailto:rick.thomas@co.thurston.wa.us) by March 17, 2020 with a list of who will be attending from your firm. Attendance is not mandatory, but is strongly recommended.

### 1.6 MINIMUM QUALIFICATIONS

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

- A. The proposing firm shall have been in business for a minimum of ten (10) years from the date of issuance of this RFQ.

- B. The designated Project Manager shall be a permanent, full-time employee of the proposing firm and have a minimum of fifteen (15) years of experience, either with the proposing firm or other firm, managing and providing similar services to those requested under this solicitation.
- C. The proposing firm shall have prior experience obtaining approval from CPARB/PRC for public agencies to utilize the Design-Build alternative project delivery (APD) and have assisted clients in a minimum of three (3) APD procurement processes.
- D. The proposing firm shall have prior experience developing Design-Build RFPs.

## **SECTION 2 – INFORMATION FOR PROPOSERS**

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

### **2.1 SOLICITATION DOCUMENTS**

All solicitation documents, including any addenda, are published on the Thurston County “Legal Notices and Announcements of Public Hearings” website at

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

### **2.2 COUNTY CONTACT AND QUESTIONS**

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

Mr. Rick Thomas  
Thurston County Public Works  
9605 Tilley Road S, Bldg C  
Olympia, Washington 98512  
Email: [rick.thomas@co.thurston.wa.us](mailto:rick.thomas@co.thurston.wa.us)

All questions related to this solicitation must be submitted in writing via email to the contact person identified above. For a question to be considered, the subject line of the email must state the following: “RFQ Questions.” Questions should be succinct and must include the submitter’s name, title, company name, company address, and email address.

Material questions received by the deadline specified in Section 1.3 of this RFQ will be answered in writing in the form of an addendum and posted to County website referenced in 2.1. The County will accept questions related to this solicitation only by email and only to the contact person identified above. No verbal answers to questions by County personnel will be binding on the County.

### **2.3 ADDENDUM TO SOLICITATION**

Questions requiring revisions to this solicitation as it was originally published, will be made by formal addendum issued by the County and shall become part of this solicitation. Proposers are cautioned that any written, electronic, or oral representations made by any County representative or other person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written addendum to this solicitation issued by the County. This solicitation and any subsequent addenda will be posted on the County website referenced in 2.1. It is the sole responsibility of each proposer to ensure that they have obtained all addenda to this solicitation prior to submitting a proposal. Proposals that do not reflect information in issued addenda may be rejected by the County as nonresponsive.

## **2.4 CONTRACT FORM**

This solicitation includes the County's standard On-Call Professional Consulting Services Contract in Section 5 in order to allow proposers an opportunity to review the terms and conditions. A proposal in response to this solicitation shall constitute acknowledgement that the proposer has thoroughly examined and is familiar with this standard contract. Proposers must include and clearly detail any exceptions, revisions, or additions to these contract terms and conditions in their proposal. The County shall negotiate with the successful proposer only those exceptions, revisions, or additions to the standard contract terms and conditions that were identified in the original proposal; however, the County does not guarantee its acceptance of any such exceptions, revisions, or additions noted by a proposer.

## **2.5 EXPENSES INCURRED**

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

## **2.6 OFFEROR INVESTIGATIONS**

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

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

## **2.7 CHANGES AFTER SUBMISSION**

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

## **2.8 SUBMISSION CONFLICTS**

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

## **2.9 EX PARTE COMMUNICATIONS**

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

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

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

## **2.11 QUALIFICATION OF PROPOSERS**

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

## **2.12 BUSINESS LICENSE**

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

## **2.13 INSURANCE REQUIREMENTS**

Prior to responding to this solicitation, interested firms should ensure that they can provide the insurance coverage requirements specified in the Contract document included in Section 5 of this solicitation. Formal proof of insurance shall be required during negotiations with the apparent successful proposer(s) and prior to contract execution. Proposers may also elect to provide insurance documents within their proposal.

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

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

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

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

## **2.16 NONDISCRIMINATION**

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

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

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

### **3.1 GENERAL PROPOSAL STANDARDS**

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

- A. Proposals must be received by the County at the location and by the date and time specified in Section 1.3 of this solicitation, except as revised by addendum. Proposers are responsible for ensuring that their proposal arrives at the specified County location by the deadline. The County shall not be responsible for any delivery errors. Late proposals will not be accepted or considered.
- B. All pages of the proposal shall be numbered sequentially, and any side of paper with printed text or content shall be considered a page. Pages shall be double-sided whenever practicable.
- C. The use of at least thirty percent (30%) recycled-content paper is encouraged.

- D. The use of covers or binders shall be limited, and if used, shall be recyclable, made from recycled materials, and/or easily removable to allow for copying or recycling of pages. Plastic covers or dividers shall be avoided.
- E. Unnecessary attachments or documents not specifically asked for in this solicitation should be avoided. Elaborate or expensive art work, paper, bindings, and visual and other presentations beyond those sufficient to present a complete and effective response to this solicitation are neither necessary nor desired.

### **3.2 PROPOSAL PROCEDURES**

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

- Five (5) bound copies of the proposal;
- One (1) unbound original proposal marked as “original”; and
- One (1) electronic copy of the complete proposal in PDF format on a USB flash drive.
- One (1) electronic copy of an actual PRC application that your firm prepared in consultation with the Owner that was approved for a Design – Build project. Include this on the same USB flash drive as your proposal.
- One (1) electronic copy of an actual Design-Build RFP that your firm prepared in consultation with the Owner that resulted in a successful project. Include this on the same USB flash drive as your proposal.

Proposals must be received by the County not later than specified in section 1.3. Late proposals will not be accepted or considered. Timely submission is solely the responsibility of the respective proposer.

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

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

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

Submissions sent by fax or electronically (e.g., email) will not be accepted.

### **3.3 PROPOSAL CONTENT**

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

Proposers shall adhere to the maximum page counts for proposal contents as indicated below. Note that one (1) side of a piece of paper with printing of any kind shall be counted as one (1) page; one (1) piece of paper with printing on both sides shall be counted as two (2) pages. Proposal covers, table of contents, tabs, forms, and any attachments that are required contents are not limited as to the number of pages, but must not be excessive and must be directly related to the specific content requested.

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

**Outside Covers**

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

**Proposal Form**

Include one (1) fully executed copy of the **Proposal Form** that is provided in Section 6 – FORMS of this solicitation. The executed original of the Proposal Form shall have an original longhand signature and shall be included in the hard-copy proposal that is marked "Original." The additional required proposal copies may include photocopies of the original executed Proposal Form. Failure to include a fully completed Proposal Form using the form provided in this solicitation shall be cause for rejection of the entire proposal. The Proposal Form must be signed by a person authorized to legally bind the proposer.

**TABBED SECTION #1: Letter of Interest including Minimum Qualifications Summary**

The letter of interest shall not be more than three (3) pages and may contain any information not shown elsewhere in the proposals. It shall also clearly list each of the Minimum Qualifications in Section 1.6 of this solicitation and provide a detailed statement as to how the proposer meets each requirement. The County's determination as to whether a proposer meets the Minimum Qualifications shall be made from this letter of interest.

**TABBED SECTION #2: Contract Terms and Conditions**

Include a single page with a statement as to whether the proposer accepts, or has exceptions, revisions, or additions to, the standard On-Call Engineering and Professional Consulting Services Contract Terms and Conditions presented in Section 5 of this solicitation. The proposer shall include an explanation as to why such exception, revision, or addition is requested. Failure by the proposer to identify an exception, revision, or addition waives any later objections by the proposer to the standard contract terms and conditions provided herein.

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

Include the following information in this section, which shall not exceed twelve (12) pages total.

- A. Provide a description of the history and capabilities of your firm. Clearly describe your firm's experience in progressive design-build delivery of office buildings, courthouses or other related type facilities that are similar in complexity, size and cost to the anticipated Thurston County Courthouse and Regional Administrative Buildings .
- B. Provide a summary of your firm's recent, current and projected workload in addition to this project.
- C. Provide three (3) relevant project profiles demonstrating your team's capabilities on projects of similar scope, scale and complexity. Provide your analysis of how each project relates to this County Courthouse project. Clearly show which proposed team members worked on each project including their role. For each project 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.

- D. 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.
- E. Provide a list of references consisting of at least three (3) contractors and/or designers with whom the firm has work on design-build projects in the last seven (7) years. For each reference listed, identify the time period of the project (i.e. DB contract award and substantial completion). Also provide for each project listed, provide 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 progressive design/build projects are preferred.

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

Submit the following information, which shall not exceed ten (10) pages total (Requested resumes are not included in the page limitation).

- 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 seven (7) years that are similar to the services requested in this solicitation.
  - References—Provide names and valid contact information for at least three (3) professional client references that have worked directly with the Project Manager within the past seven (7) years and are familiar with his/her work.
- B. Identify the key personnel, other than the Project Manager, that will be assigned to the work under this Contract. Note that key personnel are those that will be performing the majority of the work and may also include the direct supervisor of the personnel performing the work. For each key person, include his/her name and title; name of firm where currently employed and number of years with that firm; total years of related work experience; address of his/her primary work location/office; his/her personal credentials and any current certifications and licenses that demonstrate competency to perform the work; and related work experience including specific projects.
- C. Based upon your past experience with similar projects, provide a plausible staffing plan for each phase of the project with recommended resources from in-house staff or subconsultant sources.

- D. Provide a resume for each proposed key staff member, including brief project profiles for the last 3 relevant projects, employment history, education, and personal references. Clearly state years of industry experience and years of employment at proposing firm.
- E. List any other entities (e.g., subconsultant, laboratory) that maybe 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.
- F. Provide an organizational chart showing how you may integrate with the County, Design Builder, City of Olympia and any other key partners.

**TABBED SECTION #5: Project Approach**

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

- A. Provide an overview of your overall approach to perform efficient and effective planning / pre-design/construction, design and construction administration services for the Courthouse and Administration Buildings project. Use Section 1.2 Scope of Work as the outline, however, adjust as necessary. The specific scenarios list below are considered very important by the County.
  - Describe your approach to obtaining design-build project approval by the Project Review Committee. Demonstrate your successful track record on similar applications.
  - Describe your proposed procurement process for attaining the most highly qualified DB team at the most competitive financial terms.
  - Describe your process for managing the design process, building stakeholder buy-in, keeping the project on time and under budget.
  - Describe your process for managing quality and schedule during the construction phase and how your proposed team would interact with the DB team, independent consultants, City and County staff members.
  - Describe your approach to project closeout and how it will benefit the County.
  - Describe your specialty tools to manage and communicate the volumes of information, decision making and communications.

## **SECTION 4 – EVALUATION AND SELECTION**

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

### **4.1 INITIAL SCREENING OF PROPOSALS**

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

### **4.2 EVALUATION CRITERIA**

The County will evaluate and score the PROPOSALS using the four (4) criteria and point values listed below.

- (1) The qualifications, experience, and ability of the firm to provide the services requested in this solicitation (Tabbed Section #3) – 15 points
- (2) The qualifications, experience, and ability of the Project Manager and other key personnel to provide the services requested in this solicitation (Tabbed Section #4) – 25 points
- (3) Project Approach (Tabbed Section #5) – 45 points
- (4) 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 (Tabbed Sections #3 & #4) – 15 points

### **4.3 EVALUATION PROCESS**

The County will evaluate and rank the Proposals according to the evaluation criteria in Section 4.2. At the County's discretion, the top-ranked proposers may be contacted and asked to submit more detailed or supplementary information and/or be invited to participate in interviews. If interviews are held, then the County will conduct a final evaluation of the proposers based on the criteria listed in Section 4.2 above. Interviews will have a maximum of 100 points. The initial evaluation scores combined with the interview scores will be used to determine the final ranking.

### **4.4 SELECTION AND NEGOTIATION**

The County shall select the highest-ranked proposer based on the criteria and evaluation process outlined above. In the event 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 staff labor rate fee schedule and Indirect Cost Rate (ICR) audited within the last 12 months. The County will then enter into negotiations with that firm to finalize the contract and the fee schedule. The County reserves the right to negotiate any aspect of the contract and/or fee schedule for purposes of executing a contract.

Although the County may open discussions with the highest-ranked proposer, consideration or negotiations resulting in a contract are not guaranteed. If the County is unsuccessful in negotiating with

the selected proposer or if negotiations do not proceed in a timely fashion, the County reserves the option to terminate negotiations and proceed with the next-highest ranked proposer, and so on until an agreement is reached with one of the proposers or the process is terminated.

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

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

Once the County has finalized and issued a contract for signature, the successful consultant must sign the contract and provide any outstanding documents, including, but not limited to, certificates of insurance and W-9. The County will sign the contract only upon receipt of all required documents.

## SECTION 5 - CONTRACT TERMS AND CONDITIONS

The following is a sample of the contract that will be entered into between Thurston County (the "County") and the successful proposer (the "Consultant") with incomplete information to be added based upon the final negotiations between the County and the successful proposer. Proposers who want additional or modified contract terms must include the requested change(s) in their initial proposal in order for the change(s) to be subsequently considered. Note that any contract negotiated between the County and a successful proposer is subject to review by a County attorney and approval by the Board of County Commissioners prior to being submitted to that proposer for signature and final execution by the County.

### ON-CALL PROFESSIONAL CONSULTING SERVICES CONTRACT

THURSTON COUNTY / [CONSULTANT NAME]

CONTRACT NO. \_\_\_\_\_

**THIS CONTRACT** is entered into in duplicate originals between **THURSTON COUNTY**, a municipal corporation, with its principal offices at 2000 Lakeridge Drive S.W., Olympia, Washington 98502, hereinafter "**COUNTY**," and [LEGAL NAME OF CONSULTANT], a [WASHINGTON CORPORATION, LIMITED LIABILITY COMPANY, SOLE PROPRIETORSHIP, PARTNERSHIP], with its principal offices at [ADDRESS OF CONSULTANT], hereinafter "**CONSULTANT**," collectively referred to as "Parties" and individually as "Party."

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

### **GENERAL TERMS AND CONDITIONS**

#### **1. DURATION OF CONTRACT**

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

[RENEWAL OPTION, IF ANY].

#### **2. SERVICES PROVIDED BY THE CONSULTANT**

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

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

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

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

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

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

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

**3. SERVICES PROVIDED BY THE COUNTY**

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

**4. CONTRACT REPRESENTATIVES**

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

**a. For CONSULTANT:**

Name of Representative: \_\_\_\_\_  
Title: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
City, State and Zip Code: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

**b. For COUNTY:**

Name of Representative: \_\_\_\_\_  
Title: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
City, State and Zip Code: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

## **5. COMPENSATION**

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

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

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

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

## **6. AMENDMENTS AND CHANGES IN WORK**

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

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

## **7. HOLD HARMLESS AND INDEMNIFICATION**

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

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

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

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

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

## **8. THIRD PARTY CLAIMS HANDLING**

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

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

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

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

## **9. INSURANCE**

**The CONSULTANT shall provide evidence of:**

a. **Commercial General Liability Insurance** using Insurance Services Office "Commercial General Liability" policy form CG 00 01, or equivalent. Coverage for an additional insured shall not be limited to its

vicarious liability. The insurance policy must cover defense costs without affecting limits available for third party liability payments as required herein. Limits shall be no less than [\$1M MINIMUM] per occurrence for all covered losses and no less than [\$2M MINIMUM] general aggregate. Coverage must include employer's liability limits of no less than \$1,000,000 per accident for all covered losses.

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

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

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

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

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

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

**g. Other Insurance Requirements:**

- i. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees, agents or volunteers.
- ii. The CONSULTANT shall include all subcontractors as insureds under its policy or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

- iii. The CONSULTANT shall maintain all required policies in force from the time services commence until services are completed. Where Professional Legal Liability coverage is written on a claims made form, the CONSULTANT must provide evidence of the purchase of an extended reporting period or “tail” coverage for a three-year period after project completion, or otherwise maintain the coverage for the three-year period. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced.
- iv. CONSULTANT agrees to waive rights of recovery against COUNTY regardless of the applicability of any insurance proceeds, and to require all indemnifying parties to do likewise.
- v. All insurance coverage maintained or procured by CONSULTANT or required of others by CONSULTANT pursuant to this Contract shall be endorsed to delete the subrogation condition as to COUNTY, or must specifically allow the named insured to waive subrogation prior to a loss.
- vi. All coverage types and limits required are subject to approval, modification and additional requirements by the COUNTY. CONSULTANT shall not make any reductions in the scope or limits of coverage that may affect COUNTY’S protection without COUNTY’S prior written consent. The COUNTY reserves the right at any time during the term of the Contract to change the amounts and types of insurance required by giving the CONSULTANT ninety days advance written notice of such change. If such change results in additional cost to the CONSULTANT, the COUNTY and the CONSULTANT shall renegotiate CONSULTANT’S compensation.
- vii. Written notice of cancellation shall reference the project name and contract number and shall be mailed to the COUNTY at the following address:
 

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

of any person or organization included as an additional insured, and those limits shall become the required minimum limits of insurance of this Contract.

**h. Verification of Coverage and Acceptability of Insurers:**

- i. The CONSULTANT shall place insurance with insurers licensed to do business in the state of Washington and having A.M. Best Company ratings of no less than A-, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the state of Washington.
- ii. Proof of compliance with these insurance requirements, consisting of endorsements and certificates of insurance, shall be delivered to COUNTY prior to the execution of this Contract. If such proof of insurance is not delivered as required, or if such insurance is canceled at any time and no replacement coverage is provided, the COUNTY may, in its sole discretion, obtain any insurance it deems necessary to protect its interests. Any premium so paid by COUNTY shall be charged to and promptly paid by CONSULTANT or deducted from sums due CONSULTANT.
- iii. CONSULTANT shall maintain the required coverage during the entire term of this Contract. Coverage for activities under the Contract shall not be affected if the Contract is canceled or terminated for any reason.
- iv. The CONSULTANT or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Thurston County Risk Management Division. Only propriety company information may be redacted.

**10. TERMINATION**

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

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

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

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

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

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

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

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

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

#### **13. INDEPENDENT CONSULTANT**

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

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

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

d. The CONSULTANT shall assume full responsibility for all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, county, federal or state legislation which is now or may during the term of this Contract be enacted as to all persons employed by

the CONSULTANT and as to all duties, activities and requirements by the CONSULTANT in performance of this Contract.

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

#### **14. COMPLIANCE WITH LAWS**

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

#### **15. INSPECTION OF BOOKS AND RECORDS AND RETENTION**

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

#### **16. NONDISCRIMINATION**

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

#### **17. OWNERSHIP OF MATERIALS/WORK PRODUCED**

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

b. All written work, including documents, specifications plans, reports, etc., shall be provided to the COUNTY in the form specified by the COUNTY. An electronic copy of all or a portion of material

produced shall be submitted to the COUNTY upon request and/or at the end of the job using the software or program and version specified by the COUNTY. Should a construction project result from the work of the CONSULTANT, the record drawings from the CONSULTANT shall be transposed onto the electronic design drawings and submitted to the COUNTY.

## **18. DISPUTES**

Differences between the CONSULTANT and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONSULTANT shall be decided by the COUNTY'S Contract representative or designee. All rulings, orders, instructions and decisions of the COUNTY'S Contract representative shall be final and conclusive, subject to CONSULTANT'S right to seek judicial relief pursuant to Section 20.

## **19. CONFIDENTIALITY**

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

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

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

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

## **21. SEVERABILITY**

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

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

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

## **22. ENTIRE CONTRACT**

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

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

**23. NOTICES**

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

**24. SURVIVABILITY**

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

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

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

**WITNESS these signatures:**

CONSULTANT:

BOARD OF COUNTY COMMISSIONERS  
THURSTON COUNTY, WASHINGTON:

Firm: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_  
(Authorized Representative)

Signature: \_\_\_\_\_  
(Authorized Representative)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Taxpayer ID: \_\_\_\_\_

Approved as to Form:  
BY THE THURSTON COUNTY PROSECUTING ATTORNEY'S OFFICE

**ON-CALL PROFESSIONAL CONSULTING SERVICES FOR**  
**THURSTON COUNTY CAPITAL PROJECTS**

THURSTON COUNTY / [CONSULTANT NAME]

CONTRACT NO. \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF SERVICES**

The services to be performed by the CONSULTANT under this Contract are set forth as follows:

[DESCRIPTION OF SERVICES]

The County will authorize services through issuance of individual task orders that will define in detail the scope of work, schedule, fee structure, and budget for the work as agreed to between the County and the Consultant. The Consultant shall be responsible for performing all work as described in the task orders issued under this Contract, and all individuals and entities performing the work shall have the appropriate licenses, certifications, accreditations, and/or credentials that demonstrate competency for that work. The need for a professional engineer's stamp shall be as specified in the individual task order.

**ON-CALL PROFESSIONAL CONSULTING SERVICES FOR  
THURSTON COUNTY COURTHOUSE & CIVIC CENTER**

THURSTON COUNTY / [CONSULTANT NAME]

CONTRACT NO. \_\_\_\_\_

**EXHIBIT B  
COMPENSATION**

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

1. The COUNTY will authorize services through issuance of individual task orders that will define in detail the scope of work, schedule, fee structure, and budget for the work as agreed to between the COUNTY and the CONSULTANT.

2. Attached is the CONSULTANT'S accepted labor and reimbursement rates that will be used for the basis of the fee structure and budget for each task order.

## SECTION 6– FORMS

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

# PROPOSAL FORM

## REQUEST FOR QUALIFICATIONS (RFQ) NO. BOCC-2020-001

### ON-CALL PROFESSIONAL CONSULTING SERVICES FOR THURSTON COUNTY CAPITAL PROJECTS

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

**PROPOSALS ARE DUE NOT LATER THAN:** 2:00 p.m. PST on April 24, 2020.

**THERE WILL BE A PRE-PROPOSAL CONFERENCE AS SHOWN IN SECTION 1.3 .**

THE SOLICITATION DOCUMENTS, including any addenda, are published on the Thurston County "Legal Notices and Announcements of Public Hearings" website at <https://www.thurstoncountywa.gov/tchome/Pages/legalnotices.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 PROPOSAL FORM MUST BE FULLY AND ACCURATELY COMPLETED AND SIGNED BELOW BY A PERSON AUTHORIZED TO LEGALLY AND CONTRACTUALLY BIND THE OFFEROR, OR THE PROPOSAL MAY BE REJECTED IN ENTIRETY:**

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

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

TITLE \_\_\_\_\_

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

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

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

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

EMAIL \_\_\_\_\_

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

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

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

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