

REQUEST FOR PROPOSALS

Aerial Photography

Issue Date: March 16, 2018

Due Date: April 13, 2018

Thurston County Central Services Department
Thurston County Geodata Center
2000 Lakeridge Dr. SW
Olympia, WA 98502-6031

FOR INFORMATION CONTACT:

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Thurston County Central Services Department
Thurston County Geodata Center



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1 - Introduction

Thurston County, Washington, (County), is seeking proposals for collection of aerial photography. Specifically, the County is requesting services of a qualified Photogrammetric Consulting firm to provide the following products:

1. Countywide rectified digital true color orthophotography (RGB) at a six-inch pixel resolution with optional three-inch pixel resolution for UGA (Urban Growth Area)
2. Countywide rectified digital color Infra-Red photography (CIR) at six-inch pixel resolution with optional three-inch pixel resolution for UGA (Urban Growth Area)

Through this Request for Proposals (RFP), the County seeks to select a company or firm to provide aerial photography collection services. This document details the content and accuracy of data, service, and company information on which the County will base its selection.

1.1 Background

The information in this section is intended to provide the Responder an overview of the County and to convey this project's priorities. The Responder should use this information to gain a sense of the County's size and scope of services provided.

1.1.1 Information Integration Philosophy

All information that is produced by Thurston County employees and subcontractors is viewed as 'owned by Thurston County'. In this light, it is critical that Thurston County has the ability to move information from one information system to another information system.

Information produced must have the ability to be integrated with the County's Geographical Information System, as well as other non-GIS information platforms.

1.1.2 County Information

Thurston County serves an unincorporated population of about 273,000 residents in the south Puget Sound region of Washington State. The County's mission is to provide quality, timely and responsive services to its residents in the most cost-effective manner.

Ten elected offices, together with other departments, administer the day-to-day operations of the County. An elected three-member Board of County Commissioners is the primary policy-making body, exercising budgetary and financial control of the County. The County operates in a "decentralized" manner. Elected officials' offices and the non-elected appointed director's departments each have separate appropriated budgets.

The County has an annual operating budget of over \$327 million. It has more than 1,100 full-time employees that provide services such as public safety (sheriff, judicial and emergency services), construction, and maintenance of roads and bridges, sanitation facilities, health and social services, culture and recreational facilities and

activities, water quality, flood control, planning and zoning, building permit and general administrative services.

1.1.3 Information Technology and GIS Environment

1.1.3.1 Entity Background

Thurston County Geodata Center, a unit of organization within Central Services, is the lead entity within Thurston County in fabricating, managing, and disseminating geographic data. Thurston County Geodata Center staff includes an IT/GIS Supervisor and six additional support staff with a wide range of duties. These duties include: public requests, data analysis, application development and support, desktop GIS software support, county staff training, server and workstation support and maintenance, and dissemination of County datasets through a wide variety of means including intra and internet applications.

1.1.3.2 Workstations

The standard employee workstation is a PC configured with Windows 7 Pro or Enterprise 64-bit or Windows 10 Pro or Enterprise 64-bit. PC configurations include a minimum of Intel Core i5 3.5 GHz, and at least 8 GB of RAM. All new PCs are being delivered in the county's active directory. The standard office automation software suite is Microsoft Office 2013 or higher.

The computing environment at Thurston County Geodata Center includes approximately 14 personal computers (PC's) configured as high-performance workstations running Microsoft Windows 7 or 10 as an operating system. Hardware configurations include a minimum of a dual-core Pentium Xeon, 2.0 GHz, at least 8 gigabytes of memory, and ATI and NIVIDA graphics cards at a minimum of 512 megabytes.

1.1.3.3 Network

The county's Local Area Network (LAN) is built on Ethernet standards with segments of 100 megabit per second and some segments at 1 Gigabit per second. All network devices are set up with TCP/IP protocol. Internet access is available for all PC's. Mobile and remote access to applications is available through Citrix web interface.

The county has all remote offices connected via a Wide Area Network (WAN). Connectivity to the various sites varies from standard T-1 (1.54mbps), high speed broadband, to Fiber connections (1 GBPS).

Thurston County's standard operating system for file, database and web servers is Windows 2012 R2.

1.1.3.4 Desktop Software

Thurston County Geodata Center staff uses ESRI products for GIS production tasks, specifically ArcGIS Desktop product ver. 10.x. There are approximately 15 other desktop users of the ArcGIS Desktop product ver. 10.x. located in various

county departments. The County also utilizes various other software products for vector and raster data management and analysis.

1.1.3.5 Application Servers

Except for legacy systems, Thurston County is a Windows based server environment, utilizing a VMWare virtual environment except for those situations requiring a hardware server. Windows Server 2012 R2 is the standard OS for new installations.

Thurston County Geodata Center has approximately 30 file and application servers; the types of devices are somewhat wide ranging. Intra and internet applications are served with either Dell PowerEdge physical servers running Windows Server 2012 R2 and IIS 7/8, or VMWare virtual servers running Windows Server 2012 R2 and IIS 7/8.

Current file servers consist of VMWare virtual servers with varying capacity. Thurston County operates a dedicated physical server providing image and raster product web services through ArcGIS Server ver.10.3.1 This dedicated server provides web services to a variety of ArcGIS Desktop users, and internal and external web-based applications. A Windows Server 2008 R2, VMWare, virtual file server configuration provides consumptive and operational access to imagery for internal County staff not provided via web services.

The remainder of servers are devices fulfilling backup, recovery or specialized application roles, or targeted for specific individual County department usage.

1.1.3.6 Database Management System (DBMS)

Except for legacy systems, Thurston County is a Windows SQL Server database environment. SQL Server 2012 and 2014 are currently in use and are preferred for new installations.

Thurston County uses multiple SQL Server database systems. Intra and internet applications utilize ArcGIS Server v 10.x on a Windows Server 2012 R2 device with Arc SDE v 10.x and SQL Server 2014 completing this configuration. Production editing is accomplished and structured through an ArcSDE v 10.x Windows Server 2012 R2 configuration residing on physical server.

1.1.3.7 Remote Access

Remote access can be provided via Virtual Private Network (VPN), as needed for initial system implementation and on-going maintenance support. We also allow vendor access using WebEx connection.

1.1.3.8 Cloud Based Systems

Cloud based systems must store all county data in domestic data centers (U.S.). For systems that handle criminal justice data, cloud services must be CJIS certified.

1.1.3.9 Information Technology Specifications for RFP Response

The RFP response must contain a dedicated section detailing any and all Information Technology requirements needed for this application (when applicable): hardware, software, licenses, network, vendor remote access needed, vendor on-site access needed, application, GIS, client, and database update process, etc.

1.2 Purpose and Scope of the RFP

This Request for Proposals (RFP) announces the intent of Thurston County to contract for the collection of aerial photography.

The purpose of the RFP is to solicit proposals for the acquisition of an accurate and comprehensive catalog of aerial orthophotography.

The deliverable product should be spatially accurate within defined standards, properly and fully attributed, and be collected in a timely and concise manner. These products will serve multiple needs and be utilized by numerous County staff during daily work activities.

Thurston County will evaluate the method of imagery acquisition proposed by the Responder. The County has a requirement for direct digital capture.

1.2.1 Notice on UAV and UAS Proposals

Responder Proposals utilizing commercial UAS (Unmanned Aerial Systems), UAV (Unmanned Aerial Vehicles), drones or pilotless aircraft as a method of image capture will not be considered at this time by the County.

1.2.2 Goals

The County's goal for this project is to receive data that:

- ◆ Meets or exceeds established US National map accuracy standards as recognized by American Society of Photogrammetry and Remote Sensing (ASPRS) and State of Washington mapping standards.
- ◆ Provides a certificate of completion denoting the data accuracies and standards as certified by a licensed Washington State Surveyor in accordance with Washington State RCW 18.43.020 with full metadata documentation for land survey services.
- ◆ Meets the Mandatory Technical Requirements as stated in this RFP.
- ◆ Is cloud free and snow free.
- ◆ Minimizes seasonal shadowing with flights occurring from early-June to early-August.
- ◆ Minimizes daily shadowing with appropriate flight schedules.
- ◆ Minimizes dust, haze, pollutants, and atmospheric scattering.

1.2.3 Mandatory Technical Requirements – Aerial Photography

The deliverable product must meet the following technical requirements in order to ensure compatibility with the County's GIS and fulfill business requirements.

- ◆ Horizontal coordinate requirements:
 - Datum – North American Datum of 1983 (NAD 83) (EPOCH - 2007.0)
 - Units – Survey Feet
 - Spheroid - Geodetic Reference System 80
 - Projection – State Plane, Washington South Zone
 - FIPS Zone – 4602
- ◆ Vertical coordinate requirements:
 - Datum – North American Vertical Datum of 1988 (NAVD 88)
 - Units – Survey Feet
 - GEOID Model – GEOID 12A
- ◆ Accuracy for orthophotography products will be + or – three pixels RMS in clear, well defined areas
- ◆ Aerial photography data will be delivered in an uncompressed Geotiff file format; with tagging information containing correct geocoding and georeferencing information. Associated world files (.tfw) may be necessary
- ◆ True color orthophotography (RGB) delivered as 3-band, 8-bit data
- ◆ Color Infra-Red orthophotography (CIR) delivered as 4-band, 16-bit data
- ◆ Sun angle will be restricted to 40 degrees or greater
- ◆ Complete coverage of Thurston County, the Project Area. Project Area description can be found in Figure 1, Attachment A.
- ◆ Coverage of Urban Growth Areas, UGA, for optional higher resolution. UGA description can be found in Figure 1, Attachment A
- ◆ Aerial photography will be tiled in accordance with the Public Land Survey System grid as shown in Figure 1, Attachment A
- ◆ All 800 tiles will have complete image content, including water only tiles
- ◆ Each individual section tiled file should contain a one hundred foot (100') overlap in photography with adjacent tiles
- ◆ Tiles should be edge matched and color balanced to minimize tile seams
- ◆ Data will be delivered on portable hard drive devices supplied by the Contractor
- ◆ Data collected must meet National Spatial Data Infrastructure (NSDI) and Federal Geographic Data Committee (FGDC) requirements

- ◆ FGDC compliant metadata is required for all data collected
- ◆ The County may modify any of the above requirements to better serve the purpose of the project

1.3 *Project Expectations*

- ◆ The deliverable data should be collected in a timely manner
- ◆ Data deliverables will be complete in content with all attributes populated appropriately and accurately, where applicable
- ◆ Data will be collected concurrently as to minimize spatial and temporal inconsistencies
- ◆ Data will be delivered to Thurston County on scheduled basis as to ensure accuracy and validity. Delivery intervals will be determined with the awarded Contractor as to provide County staff the opportunity to review deliverables for quality.
- ◆ Contractor will utilize proper data collection methods including up-to-date hardware and software
- ◆ Contractor will have experience and knowledge in mapping, GPS/GNSS, GIS, digital image processing, surveying, and photogrammetry
- ◆ Contractor will perform work in professional and ethical manner
- ◆ Contractor will perform routine check-in meetings and scheduled communication with the County as to the status and progress of the project. In the event of major disruptions to the project, for which the Contractor must delay or is unable to fulfill its contractual obligations, notice must be given to the County promptly.

1.4 *Services and Data Provided by the County*

1.4.1 Data Provided

In order to assist the Contractor in fulfilling its duties hereunder, the County shall provide the following data:

1. GIS data layer of the Thurston County High Precision Network (TC-HPN) for ground control.
2. Section tiles, corners or other coordinates to be used for map sheet boundaries.
3. Access to Thurston County GPS Base Station data.

4. Access to the County-wide 2015 color rectified orthophotography. This data is to be used only for this project; it is not permissible to reproduce, alter, or redistribute.
5. Access to the County-wide 2011 LiDAR derived bare earth DEM (digital elevation model). This data is to be used only for this project; it is not permissible to reproduce, alter, or redistribute.

1.4.2 Services Provided

In order to assist the Contractor in fulfilling its duties hereunder, the County shall provide the following services:

1. Assistance as requested by the Contractor in establishing formats.
2. Timely reviewing of the initial data submitted to ensure compatibility and acceptability before the Contractor proceeds with the major production of deliverables.

1.5 Services and Data Not Provided by the County

1.5.1 Data Not Provided

It is not the County's policy to provide Responders with supplemental materials (shapefiles, grids, ground control locations, etc.) in support of response documents; primarily due to the volume of individual responses which cannot be adequately addressed by the limited resources of the County.

However, some of the information which may be helpful in preparing a response can be found at the County's GIS website, www.geodata.org. Some layers are available for download, and may assist in developing a proposal.

The selected Contractor will have the data resources available as outlined in Section 1.4.1 of this document.

1.5.2 Services Not Provided

1. Aerial Triangulation and Stereo Compilation services are the responsibility of the Contractor. The County will not be providing Aerial Triangulation and Stereo Compilation services or assistance. Responses to this RFP should take this into account. The County, if necessary and based upon selected Contractor, may provide existing DEM data that will assist the selected

Contractor in completion of the work. This is to be determined during the Contractor Statement of Work formulation and before contract finalization.

2. Placing and/or refreshing aerial flight marker panels. The County requests control marker placement as an itemized deliverable task provided by the Responder in response to this RFP. In responding to this RFP, responders are required to have a survey ground control item as a deliverable, itemized task with pricing included in the RFP response document.

1.6 Proposed Schedule of Events

This section provides information regarding the County's procurement process for this RFP. The schedule that follows has been developed in order to provide adequate information for Responders to prepare definitive Proposals and to permit Thurston County to fully consider various factors that may affect its decision. This schedule is subject to change at Thurston County's discretion.

Milestone	Approximate Date
Issue Date of the RFP	March 16, 2018
Proposals Due	April 13, 2018
County Evaluates Proposals	April 19, 2018
Reference Checks/ Responder Finalists Review	April 23, 2018
Notification of Successful Responder	April 27, 2018
Contract Negotiations and Detailed Planning	May 2, 2018
Contract Start Date	May 21, 2018
Initial Deliverable Dataset	To Be Determined
Project Completion and Review	To Be Determined

The County reserves the right to modify the schedule as circumstances may warrant.

1.7 RFP Communications with Thurston County

During the RFP process, the following contact will be responsible for official coordination and communication with Responder concerning questions, project status, walk-through and award announcements. No provision in this RFP will be considered modified unless a written addendum is officially issued specifying such changes. **Please communicate with this contact through e-mail only:**

AerialsRFP@co.thurston.wa.us

Aerial Photography 2018 RFP
Thurston County Central Services Department
2000 Lakeridge Dr. SW
Olympia, WA 98502-6031

Thurston County requires that other Thurston County managers and employees not be contacted during the procurement process. Failure to comply with this requirement may disqualify those proposals from further consideration.

1.8 Proposal Date, Time, and Location

Proposals must be received at the County address listed below no later than April 13th, 2018 at 4:00 p.m. Pacific Daylight Time. Responders are solely responsible for ensuring that proposals are delivered on time. Delays caused by any delivery service, including the US Postal Service, may not be grounds for a waiver of the deadline requirement. Proposals submitted after the deadline will not be accepted. No oral, telephonic, e-mail, facsimile or telegraphic Proposals or modifications will be considered or accepted. All Proposals must be delivered to:

Aerial Photography 2018 RFP
Thurston County Central Services Department
2000 Lakeridge Dr. SW
Building 1, Room 032
Olympia, WA 98502-6031

The words “Aerial Photography 2018 RFP” shall be prominently printed on the outside of the envelope or container containing the proposal.

All expenses for the preparation of proposals are the responsibility of the Responders. Responders assume the risk of the method of dispatch chosen. Thurston County assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt.

1.9 Proposal Certification

The Responders must certify in writing that all proposal terms, including prices, will remain in effect for a minimum of one hundred eighty (180) calendar days after the Proposal Due Date and that all proposed capabilities can be demonstrated by the Proposer.

1.10 Responders and Prime Contractor Responsibilities

One of the evaluation factors for this proposal will be the acceptance of legal and financial responsibility for all hardware, software and data collection services by a single business entity.

If, in practice, a multi-party solution provides the most cost-effective approach for meeting the broad base of needs outlined in this document, the County will require designation of a prime contractor to, at a minimum, assume project management responsibility and be the sole point of contact of the County regarding contractual matters. For the implementation, preparation and development of a unified proposal response detailing all cost items associated with each Responder's systems and services, the prime contractor must also assume responsibility and liability for all services offered

in the proposal whether performed by the Responder or its sub-contractors. No changes in subcontractors will be allowed without the approval of the County.

If proposed, the County reserves rights to obtain equipment items through its own purchase programs.

1.11 Confidentiality of Submitted Items

The County intends to keep each proposal confidential until the selection process is complete. By submitting itself to the County's proposal process, each Responder agrees that it will not seek to obtain, review, or compare any other proposal until final selection is complete. Accordingly, if the County receives any such requests from any Responder, the County will refuse that request, and will not disclose any part of any other proposal. If a Responder nevertheless persists in its efforts to obtain, review, or compare any other proposal, the County may, at its sole option, eliminate that Responder from further consideration.

1.12 Clarifications

The County reserves the right to obtain clarification of any point in a Responder proposal or to obtain additional information necessary to properly evaluate a proposal. Failure of a Responder to respond to such a request for additional information or clarification may result in rejection of the Responder proposal. The County's retention of this right shall in no way reduce the responsibility of Responder to submit complete, accurate, and clear proposals.

1.13 Withdrawal of Proposals

Responders may withdraw a proposal, which has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by an authorized representative of the Responder must be submitted to the County contact person identified above. After withdrawing a previously submitted proposal, the Responder may submit another proposal at any time up to the proposal closing date and time.

1.14 Notification of Nondiscrimination

Thurston County hereby notifies all respondents that it will affirmatively ensure that all will be afforded full opportunity to submit proposals in response to this invitation 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.

2 - Procurement Process

2.1 Evaluation of Proposals

The County's evaluation team will determine which proposal can best serve the County's goals and environment. The evaluation will focus on the following aspects:

- ◆ Responder Qualifications
- ◆ Data Collection Methods
- ◆ Software Capabilities
- ◆ Hardware Resources
- ◆ Staffing Resources
- ◆ Technical and Project Experience
- ◆ Costs
- ◆ Compliance with Mandatory Requirements
- ◆ References

2.1.1 Evaluation Explanation

Establishment of criterion weighing is based upon County dedicated program funds and budget adjustments, County staff knowledge of industry standards and capabilities, and the evaluation committee's professional judgment as to the relative importance of each individual component to the project's completion and success.

Components that are considered critical are given more weight than non-critical components, i.e. costing, technical and project experience compared to hardware and software resources.

The cumulative score, from all criteria, will be utilized in establishing a Responder rating. The rating for each Responder will be the primary, but not sole, determinate in the selection of successful Responder.

Base Criteria (weight) –

Qualifications (x3): Project staff tenure, education, professional certification and experience. Project staff experience as a service provider to municipal government.

Technical and Project Experience (x3): Project staff experience with image data collection, specifically digital capture technology. Project staff experience with survey

control, photogrammetry and orthorectification. Project staff experience with image processing and product generation.

Staffing Resources (x2): Responder's capacity for project completion based upon responder's current and projected workload. Sufficient number of staff assigned to project, from startup to completion.

Compliance with Mandatory Requirements (x2): Responder's ability to adhere to the mandatory technical requirements outlined in the RFP. This includes orthophotography accuracy standards, project area requirements for geographic extent, required deliverable file format, tiling scheme adherence, and quality control/assurance and metadata compliance.

Data Collection Methods (x2): Responder's capacity to collection data content as desired by the County, a direct digital capture method. This includes utilizing appropriate hardware, software and competent staff in field work.

Software Resources (x1): Responder's software capabilities related to image data processing and post-processing; data development, editing and management; and quality control/assurance of deliverables.

Hardware Resources (x1): Responder's hardware capabilities related to image data processing and post-processing; data development, editing and management. Resources dedicated for large and complex image dataset handling.

References (x1): Recommendations from Responder-provided references based upon reference project quality and contract completion.

Cost Criteria (weight) –

Cost (x5): Cost based upon County tiered pricing structure as stated in the RFP document.

2.2 Right of Selection or Rejection of Proposal

The County, at its sole option, may select or reject any or all proposals at any time without penalty, for any reason, waive any informality in the proposals received, and waive minor deviations from the specifications of which it is the sole judge thereof. Furthermore, the County reserves the right to not make an award if it is deemed that no single proposal fully meets the minimal functional, technical and data collection requirements (Section 1.2.2) of this RFP, or to award a contract for only a portion of the functionality identified herein.

2.3 Procedures When Only One Proposal is Received

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

2.4 Open Procurement

- ◆ The Responder should include any latitudes, prohibitions or limitations placed on the purchase of the items presented in the Responder's Proposal. Items and/or services that you mean to be offered on a unit price basis should be identified. The objective is to clarify all purchase options.
- ◆ The County reserves the right to negotiate with Responders regarding variations to the original Proposal(s), to include cost, which may be in the best interest of the County.

2.5 Initial Evaluation Process

A team of County employees will evaluate all Proposals received in response to this RFP. During the evaluation, validation, and selection process, the County may desire to contact a Responder's representatives for answers to specific questions. Such representatives should be readily available to the County and able to respond to each of the various categories of the requirements.

The County may obtain and use information, in addition to that contained in the Proposals, from any source desired. This includes customers of the Responders, regardless of whether or not the references were supplied by the Responders.

2.6 Selection of Finalists

The County will select the Finalists. The County reserves the right, at any time during the selection process, to include additional Responders for final evaluation activities. The

selected Finalists will be notified, and may be asked to provide the County with additional documentation at this time.

2.7 Finalists Evaluation Process

A team of County employees will evaluate all proposals, site visits, financial information and additional information that may be requested.

The County may obtain and use information, in addition to that contained in the Proposals, from any source desired. This includes customers of the Finalists, regardless of whether or not the references were supplied by the Finalists.

2.8 Selection of Successful Responder

Following the procedures previously described, Thurston County will select the Successful Responder with whom it wishes to enter into contract negotiations.

2.9 Successful Responder Statement of Work

The Successful Responder will prepare a Statement of Work, including updated costs, and submit it to the County for evaluation and final approval.

2.10 Contract Finalization

This phase will be used to finalize the contract terms and conditions. If a contract cannot be negotiated with the intended Finalist, Thurston County may terminate negotiations and pursue an agreement with the next highest rated proposal, repeating this procedure until a successful contract can be reached or all proposals rejected. (See **Attachment C** for a sample of the County's Standard Professional Services Contract.)

3 - Contract

3.1 Contract Approval

The Board of County Commissioners (BOCC), Prosecutor's Office and County Administrator must approve the contract and the BOCC will award the contract. The County will not be responsible for any work done by the Successful Responder, even work done in good faith, if it occurs prior to the contract start date set by the County.

3.2 Execution of Contract

Upon the acceptance of a Proposal, Thurston County will prepare and submit a contract to the Successful Responder for signing. (See sample contract, **Attachment C**, which contains required contractual language.) In the event that the Successful Responder fails, neglects or refuses to negotiate and/or execute the contract within 20 days after receiving a copy of the contract from Thurston County, the County may at its option terminate and cancel its action in awarding the contract and the contract shall become null and void and of no effect.

Incorporated by reference into the contract which is to be entered into by Thurston County and the Successful Responder pursuant to this Proposal will be (a) all of the information presented in or with this RFP and the Successful Responder's response thereto, and (b) all written communications between Thurston County and the Successful Responder whose Proposal is accepted. A designated official of the Successful Responder and Thurston County shall execute the contract.

3.3 No Assignments

Assignment by the Successful Responder to any third party of any contract based on the Proposal or any monies due is not allowed unless approved in advance by the County in writing.

3.4 Errors in Proposals

The Successful Responder is responsible for all errors or omissions in its proposal and any such errors or omissions will not serve to diminish their obligations to the County. Successful Responder will not be allowed to alter proposal documents once the proposal has been submitted. The County reserves the right to make corrections or amendments due to errors identified in the proposal by either the Successful Responder or the County. The County may waive minor irregularities contained within the proposal documents.

3.5 Rights to Submitted Material

All Proposals, response inquiries, or correspondence relating to or in reference to this Proposal, and all reports, charts, displays, schedules, exhibits and other documentation

submitted by Successful Responder shall become the property of Thurston County when received.

3.6 *Proprietary Material*

Any information contained in the proposal that is proprietary must be clearly designated. Marking the entire proposal as proprietary will neither be accepted nor honored. If a request is made to view a Responder's proposal, Thurston County will comply according to the Public Records Act, Chapter 42.56 Revised Code of Washington (RCW). If any information is marked as proprietary in the proposal, such information will not be available until affected Responder has been given an opportunity to seek a court injunction against the requested disclosure.

3.7 *Non-endorsement*

In selecting a Responder to supply products and/or services, Thurston County is neither endorsing nor suggesting that the Successful Responder's product is the best or only solution. The Successful Responder agrees not to refer to Thurston County in any literature, promotional material, brochures, sales presentation, or the like without the express written consent of Thurston County.

3.8 *Proposal Extension/Renewal*

At the County's discretion, and if the Contractor performs satisfactorily, the County and Successful Responder may agree to renew the Contract for additional project areas. In the event of a renewal, the amount shown in the Contract Section, Contract Amount may be modified to reflect yearly cost adjustment no greater than eighty percent (80%) of the increase or decrease in the Consumer Price Index for Urban Wage Earners and Clerical Works for the Seattle area that occurred during the prior calendar year.

3.9 *Nonappropriation*

All funds for payment by Thurston County under this contract are subject to the availability of an annual appropriation for this purpose by its governing body. In the event of nonappropriation of funds by the governing body for services provided under this contract, Thurston County will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this contract is spent, whichever event occurs first. The County will provide a written notice of termination with a termination effective date. After the effective date, no charges incurred under this contract are allowed.

3.10 *Data Usage and Restrictions*

All project deliverables, including, but not limited to, documentation, finalized data, metadata, processed, and intermediate data are the sole property of Thurston County. The selected contractor is not to redistribute, re-author, or recreate any project deliverable for

any entity other than Thurston County. Thurston County retains sole rights and responsible for the usage, retention, and distribution of all project deliverables.

4 - Proposal Format and Content

This section provides the format and description of the information required for a Responder's Proposal to be considered by the County. The Responder must submit three (3) paper copies and one (1) electronic Microsoft Word (.docx) or Adobe Portable Document Format (.pdf) copy of their proposal at the date, time, and location given in Section 1.7 and 1.8 of this document.

Elaborate documentations, expensive binding, detailed artwork, or other embellishments are neither necessary nor desirable. The responder may include additional information, but this will not be used in the final evaluation. Responses are limited to 30 single-sided pages with one inch margins.

Costs incurred in preparing and presenting the proposal may not be charged to Thurston County.

4.1 Required Format

Failure to comply with the specified format may result in the County's rejection of Responder proposal. Responders must respond to all sections stated in this RFP and all of the appendices for the solution(s) they are offering. Other subject headings may be added, as the Responder believes necessary.

Thurston County expects that the Responders will use the documents provided in this RFP, when responding. Use of these documents will help to ensure a consistent response to this RFP.

4.2 Instructions for the Contents of the Proposal

Responses to this RFP must consist of the contents listed below:

- ◆ Project Management – The Responder's proposal shall identify one individual to serve as project manager. This individual should have the necessary skills and experience to make a project such as the proposed one successful. Resumes and contact information for project manager should be included in the proposal.
- ◆ Project Scheduling – Responder shall provide a schedule of individual tasks and approximate times for completion, including pilot area collection. This schedule should clearly define landmark submittals and allow up four (4) weeks for County review of any substantial revisions.
- ◆ Quality Assurance and Control – Responder shall identify methods and personnel involved in the quality control of all data and deliverables.
- ◆ Progress Reporting and Documentation – Responder shall provide an outline of proposed progress and status reports. This includes, but is not limited to, timing of

deliverables, field acquisition updates, and contingency plans for disruption in project progress.

- ◆ Project Team – Responder shall include an organization chart identifying all personnel involved in the project. Resumes of managers, senior technical staff and other key personnel should be included.
- ◆ Sub-contractors – The Responder shall submit the names and qualifications of any sub-contractors.
- ◆ Current Workload and Projects – A tabulation of the Responder’s current project workload and projects shall be included.
- ◆ Similar Project Experience – The Responder shall include a short narrative description of any similar projects undertaken in the past five (5) years. The description should include key personnel, project scope, and outcomes.
- ◆ Project Approach – Responder shall provide an approach and scope of work from project initiation to completion. This component will outline collection methods, data processing, and the routine of generalized tasks.
- ◆ Hardware Capabilities – The Responder shall provide a detailed inventory and description of the hardware and devices used in data collection, development, and processing. Specifically include GPS/GNSS, GIS and photogrammetric hardware capabilities.
- ◆ Software Capabilities - The Responder shall provide a detailed inventory and description of the software used in data collection, development, and processing. Specifically include GPS/GNSS, GIS and photogrammetric software capabilities.
- ◆ Client References - The Responder shall provide no less than three (3) project-relevant references in this section. These references must have utilized the Responder’s services in the past five (5) years. Reference requirements and authorization of release are contained in **Attachment B**.
- ◆ Minority and Women Owned Business Status – A statement of the Responder’s status as a minority or women owned business is to be included.
- ◆ Pricing and Fee Scheduling – The responder shall include, in detail, the proposed pricing and fee schedules for this project. Pricing should reflect required and proposed data content and be outlined as per *Section 4.3.1* of this document.

4.3 Instructions for the Contents of Pricing Package

The documents must be formatted in accordance with the instructions of this RFP.

Each Responder must include a cover letter of transmittal signed by at least one but not more than two individuals authorized to negotiate and sign a contract with Thurston County on behalf of the prime contractor. Beyond this, the Responder can provide any information desired. The cover letter is to identify the Responder and provide a summary of the proposal.

4.3.1 Pricing Package Structure

Pricing Package contents must, minimally, adhere to the following structure:

Pricing Option 1 – Project Area	
Ground Control	
6-inch resolution, true-color and CIR, digital orthophotography	
Total	

Pricing Option 2 – Project Area with Urban Growth Area Upgrade	
Ground Control	
6-inch resolution, true-color and CIR, digital orthophotography (outside UGA)	
3-inch resolution, true-color and CIR, digital orthophotography (UGA only)	
Total	

4.4 *Optional Additive Products and Pricing*

***The products and pricing in this section are not required for Responder consideration. Non-responses to this portion of this proposal will not disqualify any Responder from consideration.**

- ◆ Oblique Imagery – Imagery providing oblique perspective with full measurement capability of area and height. Provision of software application for viewing and user training.

Oblique Imagery Additive Pricing Option 1 – Project Area	
Software application for viewing	
User Training	
6-inch resolution, true-color, digital oblique photography	
Total	

Oblique Imagery Additive Pricing Option 2 – Project Area with Urban Growth Area Upgrade	
Software application for viewing	
User Training	
6-inch resolution, true-color, digital oblique photography (outside UGA)	
3-inch resolution, true-color, digital oblique photography (UGA only)	
Total	

◆ LiDAR -

- Shall be in the LAS 1.4 data format.
- Classification will include minimum LAS classes **1** (processed, but unclassified), **2** (bare earth ground), **7** (noise), **9** (water), **10** (ignored), and **11** (withheld). All points not identified as “withheld” are to be classified. “Overlap” classification (Class **12**) shall not be used.
- All returns shall be delivered (including vegetation, buildings, etc.) with the exception of obvious error points.
- Nominal point spacing for the LiDAR mass points shall be 1 meter.
- Elevation data shall meet or exceed the accuracy when compared to GPS survey grade points in generally flat non-vegetated areas, at least 95% of the positions shall have an error less than or equal to 18.2 cm (equivalent to root mean square error of 9.25 cm if errors were normally distributed).

LiDAR Additive Pricing – Project Area	
LiDAR multiple return, classified (all-return) point data	
Total	

- ◆ Change Detection Software – Software (computer application) which identifies differences in the state of a feature, object or phenomenon by observation at different times and provides the ability to quantify temporal effects using multitemporal data sets.

Change Detection Software Additive Pricing	
Software application	
User Training	
Total	

- ◆ Option for Multi-Year Contract – The County is requesting optional pricing for a year 2020 acquisition in combination with the current 2018 acquisition request; pricing package structure (Sub Section 4.3.1.) with the addition of year 2020. The County seeks to leverage multi-year contracting for optimal pricing and resource efficiency.

Multi-Year Contract Additive Pricing Option 1 – Project Area – 2018 and 2020 Acquisitions	
Ground Control	
6-inch resolution, true-color and CIR, digital orthophotography	
Total	

Multi-Year Contract Additive Pricing Option 2 – Project Area with Urban Growth Area Upgrade – 2018 and 2020 Acquisitions	
Ground Control	
6-inch resolution, true-color and CIR, digital orthophotography (outside UGA)	
3-inch resolution, true-color and CIR, digital orthophotography (UGA only)	
Total	

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Attachment A – Project Area

A.1 Project Area Delineation

Attachment A, Figure 1, provides a mapped illustration of the Project Area. The area consists of Thurston County, the Project Area and Urban Growth Areas (UGA). The entire Project Area is approximately 800 square miles. The Urban Growth Areas are approximately 97 square miles aggregated. Figure 1 also depicts the tiling scheme requested by the County for deliverables.

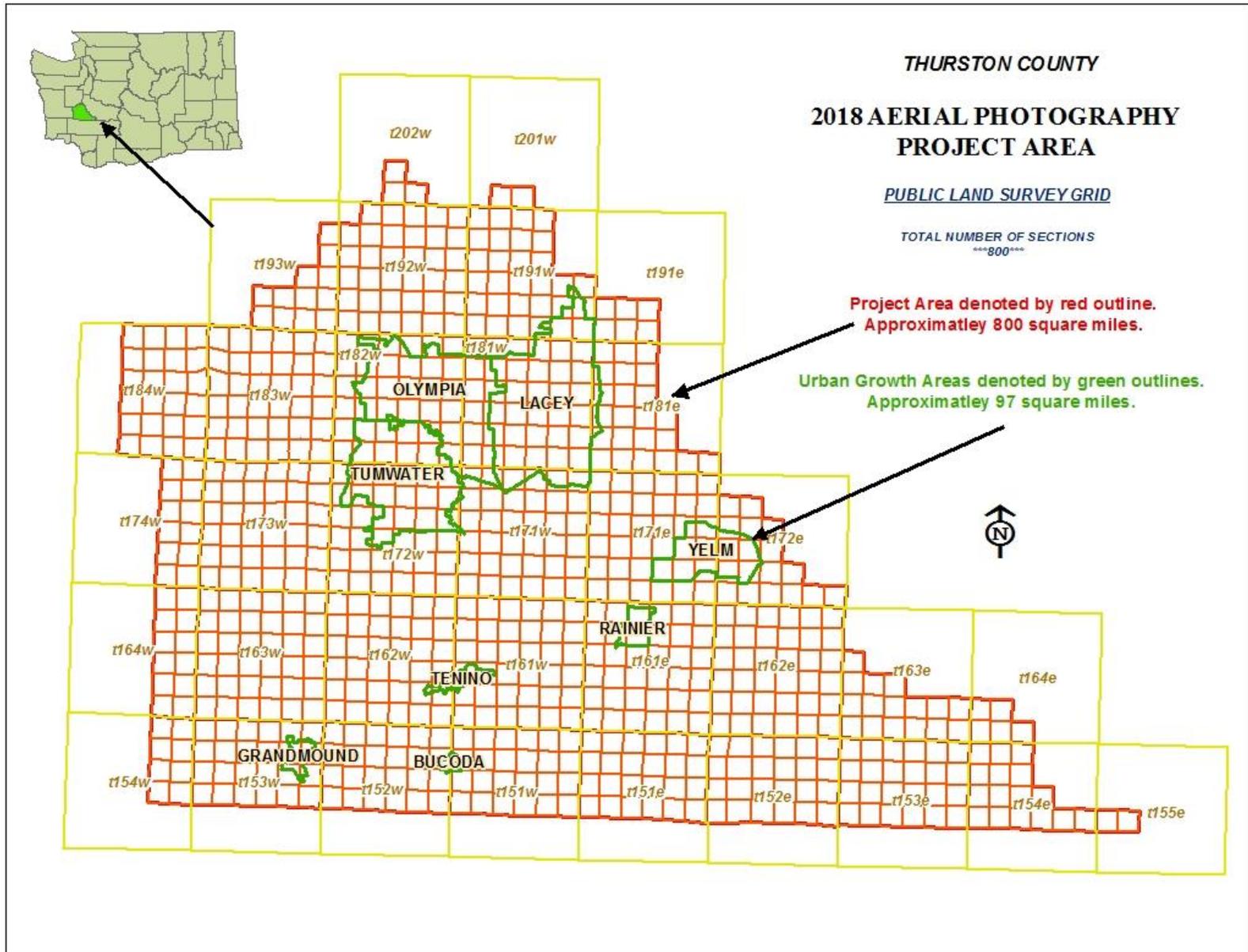


Figure 1 – Project Area for Thurston County Aerial Photography RFP 2018

Attachment B - Customer Reference Form
(MUST SUBMIT AT LEAST 3 REFERENCES)

Responder must provide a minimum of three (3) references (Public Sector References Preferred). Firms should have contracted with Responder for similar services.

REFERENCE 1

Firm Name: _____
Address: _____
Type of Services Provided: _____
Contact Name: _____
Contact Phone Number: _____
Contact Email: _____

REFERENCE 2

Firm Name: _____
Address: _____
Type of Services Provided: _____
Contact Name: _____
Contact Phone Number: _____
Contact Email: _____

REFERENCE 3

Firm Name: _____
Address: _____
Type of Services Provided: _____
Contact Name: _____
Contact Phone Number: _____
Contact Email: _____

RELEASE AUTHORIZATION FOR REFERENCE CHECK

By signing below, the Responder to this RFP authorizes past clients to supply information requested by Thurston County within the scope of this Request for Proposals. Further, the Proposer authorizes the release of such information upon furnishing a copy of this release in lieu of the original to each reference.

Firm Name: _____
Signature of Authorized Representative: _____
Typed name and title: _____

Attachment C – Professional Services Contract Example

SAMPLE

PROFESSIONAL SERVICES CONTRACT

THURSTON COUNTY/_____

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 _____, with its principal offices at _____, 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 _____.

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:

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: _____

Title: _____

Mailing Address: _____

City, State and Zip Code: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

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 \$_____.

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 attorney's 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 \$_____ 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 \$_____ per loss. The general aggregate limit shall apply separately to this Contract and be no less than \$_____.

- 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 as additional insureds 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 \$_____ each accident combined Bodily Injury and Property Damages. Coverage shall include owned, hired and non-owned automobiles.

e. Other Insurance Provisions:

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

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

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

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

a. The CONTRACTOR shall perform the terms of the Contract using only its bona fide employees or agents who have the qualifications to perform under this Contract. The obligations and duties of the CONTRACTOR under this

Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY.

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

11. NON-WAIVER OF RIGHTS

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 of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent or representative of the COUNTY.

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

e. The CONTRACTOR agrees to immediately remove any of its employees or agents from assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S 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 or military status, sexual orientation or the presence of any disability. Implementation of this provision shall be consistent with RCW 49.60.400.

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

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

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

17. **DISPUTES**

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: SAMPLE By: _____

By: _____ Title: _____

Signature: _____

(Authorized Representative)

Date _____

Date _____

Title: _____

Address: _____

SAMPLE

Approved as to Form:

JON TUNHEIM
PROSECUTING ATTORNEY

By: _____
Deputy Prosecuting Attorney

EXHIBIT A

PROFESSIONAL SERVICES CONTRACT

THURSTON COUNTY/_____

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:
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):

SAMPLE

EXHIBIT B

PROFESSIONAL SERVICES CONTRACT

THURSTON COUNTY/_____

COMPENSATION

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

SAMPLE

END OF DOCUMENT