



Thurston County, Washington

Department of Public Works, Solid Waste Division
9605 Tilley Road S, Suite C
Olympia, Washington 98512

REQUEST FOR PROPOSALS (RFP) NO. 034-2016-SW-001 PROFESSIONAL SERVICES FOR SOLID WASTE FACILITIES CONDITION ASSESSMENTS AND CAPITAL PLANNING

Solicitation Documents

All solicitation documents, including any addenda, are published on the Washington's Electronic Business Solution (WEBS) website operated by the Washington State Department of Enterprise Services at <https://fortress.wa.gov/ga/webs/bidcalendar.aspx>.

Proposal Due Date

Proposals are due by not later than: 3:00 p.m. PST on December 5, 2016

Proposal Acceptance Location

Sealed Proposals will only be received by:

Department of Public Works, Solid Waste Division
9605 Tilley Road S, Suite C
Olympia, Washington 98512

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

Phone: 360-867-2300

Pre-Proposal Conference

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

The County's solid waste facilities that are the subject of this RFP are open to the public during posted operating hours. Additional information about these facilities can be found on the County's website at www.co.thurston.wa.us/publicworks.

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

RFP NO. 034-2016-SW-001

**PROFESSIONAL SERVICES FOR SOLID WASTE FACILITIES CONDITION
ASSESSMENTS AND CAPITAL PLANNING**

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RFP NO. 034-2016-SW-001

PROFESSIONAL SERVICES FOR SOLID WASTE FACILITIES CONDITION ASSESSMENTS AND CAPITAL PLANNING

SECTION 1 – OVERVIEW OF SOLICITATION AND SCHEDULE

1.1 SUMMARY

Thurston County, Washington, Department of Public Works, Solid Waste Division (the “County”) is soliciting proposals from highly qualified firms to conduct facility condition assessments and perform a capital needs analysis of its solid waste facilities and prepare a Solid Waste Facility Condition Assessment and Infrastructure Management Plan. The Solid Waste Facility Condition Assessment and Infrastructure Management Plan will, at a minimum, describe the general condition of all solid waste infrastructure, including structures, grounds, and major components, and provide for the timing, estimated cost, and prioritization of recommendations needed to maintain, repair, replace, renovate and construct infrastructure in order to correct deficiencies and meet operational needs, regulatory requirements, and public demand for services now and into the future.

The scope of work outlined in this Request for Proposals (RFP) will require an interdisciplinary team with relevant experience and qualifications to perform the work required. Therefore, the County anticipates and will consider proposals that include one or more sub-contracted firms (“subconsultants”) to the proposer. Ideally, the project team would include professional engineers, planners, solid waste professionals with expertise in transfer station operations and landfill environmental monitoring systems, and a professional cost estimator with similar work experience and local knowledge of cost rates in the greater Puget Sound area. Proposers that desire to include subconsultants in their proposal must include the required proposal content information for each subconsultant as instructed in this solicitation.

Following are the County-owned solid waste facilities that shall be evaluated pursuant to this RFP.

- Thurston County Waste and Recovery Center (WARC) located at 2420 Hogum Bay Road, NE, Lacey, Washington 98516. The approximately 140-acre WARC includes a closed landfill and associated environmental monitoring systems, a solid waste transfer station, a moderate-risk waste facility, a customer convenience center for collection of municipal solid waste, a customer convenience center for collection of recyclable materials, a yard waste drop-off and processing area, vehicle scales and associated scalehouses, an administrative office, maintenance shop, and other miscellaneous structures.
- Rainier Drop-off Center located at 13010 Rainier Acres Road, SE, Rainier, Washington 98576.
- Rochester Drop-off Center located at 16500 Sargent Road, Rochester, Washington 98579.

The scope of work for this solicitation is described in Section 4 below and includes the following tasks:

- Perform a review of available, applicable documents and interview employees knowledgeable about the County’s solid waste facilities;

- Conduct facility condition assessments of the County’s solid waste infrastructure and evaluate collected data;
- Conduct a capital needs analysis to determine the adequacy of existing infrastructure to meet operational and service needs and regulatory requirements over the next 20 years; and
- Prepare and submit required deliverables, including a draft and final Solid Waste Facility Condition Assessment and Infrastructure Management Plan.

At a minimum, the facility condition assessments shall include the following infrastructure:

- All buildings and major components (transfer station, scale houses, moderate-risk waste building, office buildings, maintenance building, “green-roof” building, roadways, parking areas, etc.);
- Customer service and unloading areas (metal barriers, concrete walls, concrete and asphalt pads, roll-off and rail containers, etc.);
- Fences, barriers, roadways, parking lots, exterior storage areas, and concrete and asphalt pads;
- Security systems and electronic transmission systems, both wired and wireless;
- Vehicle scales; and
- Landfill (post-closure) environmental systems including the leachate collection system and lagoon, gas collection system and flare, ground water monitoring system, and stormwater collection system and lift stations.

Much of the infrastructure at the WARC is constructed on top of the closed landfill, so the assessment must also consider condition issues due to settlement and the impact that any additional settlement will have on future maintenance, repair, and construction costs.

Using information collected from the document review, interviews, and facility condition assessments, the selected firm shall also conduct a capital needs analysis to determine the adequacy of existing infrastructure to meet operational and service needs and regulatory requirements over the next 20 years. In addition, the consultant shall make recommendations for major renovations and/or construction of new capital projects for projected needs that cannot be addressed by the current facility infrastructure. Some examples of capital projects that have been both formally and informally identified by the County include an expansion of the existing transfer station, larger office building, covered vehicle and equipment storage area, educational center, employee break/locker room, new scales and scalehouses at the two satellite drop box facilities, repair/replacement of the landfill flare, repair/replacement of automated control and data collection and transmission systems for the landfill environmental monitoring systems, and installation of wireless internet.

The outcome of the facility condition assessments and capital needs analysis will be documented in a Solid Waste Facility Condition Assessment and Infrastructure Management Plan (the “Plan”), which shall be a 20-year strategic asset management plan. This Plan will enhance the County’s planning capabilities by identifying and prioritizing recommendations for current and future infrastructure needs in a strategic and coordinated way to ensure high-quality service delivery in the most fiscally responsible manner.

1.2 RFP SCHEDULE

Following is the schedule for this RFP. 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>11/08/2016</u>	Date issued
<u>11/18/2016</u>	Questions due, in writing, not later than 3:00 p.m. PST
<u>12/05/2016</u>	Proposals due not later than 3:00 p.m. PST
<u>*12/12/2016</u>	Begin evaluation of proposals
<u>*12/19/2016</u>	Interviews, if necessary
<u>*12/28/2016</u>	Begin contract negotiations
<u>*01/31/2017</u>	Contract award

1.3 BUDGET AND PERIOD OF PERFORMANCE

The contract resulting from this solicitation is project specific and will be executed with an anticipated expiration date of December 31, 2017. The estimated price of this contract is not to exceed \$100,000. The period of performance under the contract is anticipated to be about six (6) months.

1.4 PRE-PROPOSAL CONFERENCE

The County does not intend to hold a pre-proposal conference for this RFP. The solid waste facilities that are the subject of this solicitation are open to the public during posted operating hours. Additional information about these facilities can be found on the County's website at www.co.thurston.wa.us/publicworks.

1.5 MINIMUM QUALIFICATIONS

The following minimum qualifications noted below are mandatory. Proposals must clearly show compliance to these minimum qualifications. Proposals that are not clearly responsive to these minimum qualifications shall be rejected by the County without further consideration.

- A. The Proposer shall have been in business for a minimum of five (5) years from the date of issuance of this RFP and shall have not less than three (3) years previous experience providing similar services to public agencies.
- B. The Proposer's designated Project Manager shall be a permanent, full-time employee of the Proposer and have a minimum of ten (10) years of experience, with the Proposer or other firm(s), managing and providing similar services to those requested under this solicitation.

1.6 PURPOSE AND OBJECTIVES OF SOLICITATION

The purpose of this Request for Proposals (RFP) is to retain a highly qualified consulting firm to address the County's desire to improve capital management and planning capabilities associated with its solid

waste facilities by identifying deficiencies and prioritizing current and future infrastructure needs. The scope of work outlined in this RFP will require an interdisciplinary team with experience and qualifications relevant to the scope. It is at the discretion of the proposer to identify a core team of staff, including other consulting firms if necessary, to perform the work required.

The primary objectives of this RFP are to:

- Determine the condition of the County’s existing solid waste infrastructure, including structures, grounds, and major components, and identify any deficiencies;
- Evaluate whether existing capital infrastructure meets current and future service needs and operational and regulatory requirements; and
- Develop a 20-year strategic, coordinated, and fiscally responsible management plan that includes timing, estimated cost, and prioritization of recommendations needed to maintain, repair, replace, renovate, and construct capital infrastructure in order to ensure continued high-quality delivery of public solid waste services into the future.

SECTION 2 – INSTRUCTIONS TO PROPOSERS

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

2.1 SOLICITATION DOCUMENTS

All solicitation documents, including any addenda, are published on the Washington’s Electronic Business Solution (WEBS) website operated by the Washington State Department of Enterprise Services at <https://fortress.wa.gov/ga/webs/bidcalendar.aspx>.

Vendors interested in being notified of Washington State bid opportunities must register with WEBS. The online vendor registration system for WEBS can be accessed on the state’s website at <http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/WEBSRegistration.aspx>. Proposers are not required to register; however, potential respondents are encouraged to do so as this solicitation and any subsequent addenda are published on the WEBS website.

2.2 PROPOSAL SUBMITTAL

The proposer shall submit to the County in a sealed envelope/package that is clearly marked with the RFP Number, RFP 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.

Proposals must be received by the County by not later than 3:00 p.m. Pacific standard time (PST) on December 5, 2016. Late proposals will not be accepted or considered.

Proposers shall submit sealed proposals via certified mail or hand-delivery to:

Department of Public Works, Solid Waste Division
9605 Tilley Road S, Suite C
Olympia, Washington 98512

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

Timely submission of each proposal is solely the responsibility of the respective proposer. Mailed proposals must be received by the County by the due date and time noted above. Proposals submitted by fax or electronically (e.g., email) will not be accepted as both hard copies and an electronic copy are required.

2.3 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 RFP as identified below. The single point of contact for this solicitation is:

Monica Gorman
Thurston County Solid Waste Manager
9605 Tilley Road S, Suite C
Olympia, Washington 98512
gormanm@co.thurston.wa.us

All questions related to this solicitation shall 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: "RFP No. 034-2016-SW-001 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 this RFP will be answered in writing in the form of an addendum and posted to WEBS within two business days after the deadline for questions. The County will accept questions related to this solicitation only by email and only to the contact person identified above. No verbal answers to questions by County personnel will be binding on the County.

2.4 ADDENDUM TO SOLICITATION

If any questions or responses require revisions to this solicitation as it was originally published, such revisions will be made by formal addendum issued by the County and shall become part of this solicitation. Proposers are cautioned that any written, electronic, or oral representations made by any County representative or other person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written addendum to this solicitation issued by the County. This solicitation and any subsequent addenda will be posted on the WEBS website. 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.

2.5 EXPENSES INCURRED

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

2.6 USE OF SUBCONSULTANTS

The County will consider proposals that include subconsultants to the proposer as long as the Minimum Qualifications required under this solicitation are met by the proposer as the primary firm. Proposers that include subconsultants in their proposal must clearly identify the use of a subconsultant in each instance and include the required proposal content and information for each subconsultant as instructed in this solicitation. The consultant must finalize agreements with any and all identified subconsultants and provide copies of the executed agreements to the County prior to the County's execution of the contract issued under this solicitation.

2.7 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.

Before submitting a proposal, 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.

2.8 CHANGES TO PROPOSAL AFTER SUBMISSION

Prior to the closing date and time, a proposer may make changes to its proposal by submitting 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 the proposal in accordance with the proposal submission instructions outlined herein. No changes or proposal resubmissions shall be made or allowed after the solicitation closes.

2.9 SUBMISSION CONFLICTS

Each Proposer is responsible for ensuring the accuracy and completeness of its proposal 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.

2.10 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.

2.11 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).

The proposer must provide a statement regarding potential conflict of interest. The Conflict of Interest Statement shall be on the form provided in Section 8 of this solicitation, signed by an authorized agent and principal of the proposer, and notarized.

2.12 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 past history and references that will enable the County to be satisfied as to the proposer's qualifications. Failure to meet the aforementioned requirements may cause the County, at its sole discretion, to reject a proposal.

2.13 CONTRACT FORM

This solicitation includes the County's boilerplate Professional Services Contract to allow proposers an opportunity to review the standard terms and conditions. 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 proposer's original proposal; however, the County does not guarantee its acceptance of any such exceptions, revisions, or additions, which would require approval from the County attorney.

2.14 BUSINESS LICENSE

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

2.15 INSURANCE REQUIREMENTS

Prior to submitting a proposal, interested respondents should ensure that they can provide the insurance coverage requirements specified below. Formal proof of insurance shall be required during negotiations with the apparent successful proposer and prior to contract execution. Proposers may also elect to provide insurance documents within their proposal submittal.

The insurance requirements that shall be applicable for the entire term of the contract executed under this solicitation are as follows:

- Professional Liability – \$1,000,000
- Workers' Compensation – as required by Title 51 of the Revised Code of Washington (RCW)
- Commercial General Liability – \$1,000,000 per loss and \$2,000,000 aggregate
- Automobile Liability – \$1,000,000 each accident and \$2,000,000 aggregate

Details on the County's insurance requirements are included in Section 7–Sample Architectural/Engineering Consulting Services Contract.

2.16 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.

2.17 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 RFP. Selection of a proposal does not mean that all aspects of the proposal are acceptable to the County. The County reserves the right to negotiate the modification of terms and conditions with the proposer 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 satisfactory contract.

2.18 NOTICE OF DECISION TO AWARD

The County will post a written notice of intent to award on the WEBS website operated by the Washington State Department of Enterprise Services at <https://fortress.wa.gov/ga/webs/bidcalendar.aspx>.

SECTION 3 – BACKGROUND INFORMATION

This section provides a brief background on the County's solid waste facilities that are the subject of this solicitation. Additional information may also be found on the County's website at www.co.thurston.wa.us/publicworks.

3.1 DESCRIPTION OF SERVICE AREA

Thurston County is a jurisdiction of over 700 square miles located at the southern end of Puget Sound about 60 miles south of Seattle. The estimated population of the County is 265,000 with an average household size of 2.5. The state capital and county seat is Olympia. The local economy is dependent upon government employment; 35 percent of all non-farm employment can be attributed to federal, state, and local government jobs. The local economy continues to grow as goods-producing employment totaled 8,300 jobs in 2015, up about 6.8 percent from 2014. The construction sector has also expanded as employment numbers show an 8.6 percent increase in 2015 to 4,900 jobs. Service-providing employment totaled 100,300 jobs in 2015, up 2.9 percent from the 2014 total.

3.2 WASTE GENERATION

Since 2000, the quantity of solid waste accepted at Thurston County's landfill and subsequently, the transfer station, grew at rates of up to 8 percent per year until the most recent recession that began at the end of 2007. By 2012, the amount of solid waste accepted annually by the County's facilities had dropped to a low of about 146,360 tons from a high in 2007 of around 196,221 tons. Since 2013, the quantity appears to again be on the rise at about 4 percent per year, and the total amount of solid waste accepted at the County's facilities in 2016 is anticipated to be around 183,000 tons. The majority of these wastes were accepted from County residents, but due to variations in regional tipping fees, some portion of the waste stream accepted at the County's facilities was generated outside of the County. Certain special wastes generated by industrial and agricultural sources are handled outside of the County's solid waste disposal system. Various other special wastes (such as hazardous wastes and biomedical wastes) are also handled through separate collection and disposal systems.

3.3 SUMMARY OF SOLID WASTE SYSTEM

The majority of the solid waste generated in Thurston County is transported by individuals, municipalities, and private companies to the WARC in the city of Lacey. The WARC complex includes a solid waste transfer station, citizen convenience centers with areas for collection of trash and recyclable materials, a yard waste collection and processing area, a moderate risk waste facility, vehicle scales and associated scalehouses, an administrative office, a maintenance building, and other miscellaneous structures. The approximately 140-acre complex is constructed on the closed Thurston County Hawks Prairie Landfill. The landfill was closed in 2000, and the transfer station subsequently constructed to manage the County's waste stream. The landfill is currently in post-closure, and the County is responsible for post-closure environmental monitoring. The County also operates two (2), staffed, drop-off centers in the cities of Rochester and Rainier where residents can dispose of trash and recyclable materials. Neither of these drop-off facilities are equipped with vehicle scales; disposal fees are charged based on cubic yard estimates made by County staff. The majority of the solid waste collected at the County's facilities is transported by rail to a large regional landfill in Klickitat County, Washington.

The transfer station and associated customer convenience areas at the WARC are operated by a vendor under contract to the County. The short- and long-hauling and disposal operations for the three (3) facilities are also contracted. County staff provide overall management of the facilities; operate the scalehouses, the moderate risk waste facility, and the two remote drop-off centers; perform general building and grounds maintenance; and are responsible for the environmental monitoring systems associated with the closed landfill.

The physical addresses and public operating hours for the County's three (3) solid waste facilities are as follows:

- Thurston County Waste and Recovery Center (WARC), 2420 Hogum Bay Road, NE, Lacey, Washington 98516; open Monday through Friday from 7:00 a.m. to 4:45 p.m. and Saturday and Sunday from 8:00 a.m. to 4:45 p.m.
- Rainier Drop-off Center, 13010 Rainier Acres Road, SE, Rainier, Washington 98576, open Friday, Saturday, and Sunday from 9:00 a.m. to 5:00 p.m.
- Rochester Drop-off Center, 16500 Sargent Road SE, Rochester, Washington 98579, open Tuesday, Saturday, and Sunday from 9:00 a.m. to 5:00 p.m.

SECTION 4 – SCOPE OF WORK

This section provides the scope of work being sought under this solicitation, as well as identifies the specific deliverables required. Proposers shall submit a proposal to provide all the services described in the scope of work. The work described below is considered to be the minimum necessary to meet the County's objectives. The consultant is expected to expand on this scope based upon their expertise and method of approach.

Note that this scope of work will require an interdisciplinary project team with relevant expertise; therefore, it is at the discretion of the proposer to identify a project team that includes other consulting firms, as necessary, to complete the scope of work. Ideally, the project team would include professional engineers, planners, solid waste professionals with expertise in transfer station operations and landfill environmental monitoring systems, and a professional cost estimator with similar work experience and local knowledge of cost rates in the greater Puget Sound area.

4.1 GENERAL

The consultant shall be responsible for performing all work as outlined in the specification herein to a high level of quality and shall provide and furnish all materials, equipment, supplies, facilities, vehicles, labor, and supervision necessary to perform and complete all contracted services. Following are the County-owned solid waste facilities that are included in the scope of work.

- A. Thurston County Waste and Recovery Center (WARC) located at 2420 Hogum Bay Road, NE, Lacey, Washington 98516.
- B. Rainier Drop-off Center located at 13010 Rainier Acres Road, SE, Rainier, Washington 98576.
- C. Rochester Drop-off Center located at 16500 Sargent Road SE, Rochester, Washington 98579.

4.2 DOCUMENT REVIEW AND STAFF INTERVIEWS

The consultant shall review all available, relevant documentation including the Thurston County Solid Waste Management Plan, facility permits and plans, applicable reports and construction drawings, customer counts, etc., to become familiar with the facilities and gather pertinent information required to complete the work. The consultant shall also conduct interviews with staff knowledgeable about the facilities' operations and infrastructure including, but not limited to, the Solid Waste Manager, Solid Waste Facilities (WARC) Manager, Tollhouse Supervisor, landfill environmental monitoring systems staff,

Public Works engineering staff, Public Works Information Technology (IT) staff, Public Health inspection staff, and the contracted Transfer Station Manager.

4.3 FACILITY CONDITION ASSESSMENTS

The consultant shall conduct comprehensive on-site assessments of the County's entire solid waste infrastructure, including structures, grounds, and major components. The work shall be performed by architectural and engineering professionals or other equivalent facility assessment professionals. Assessment of the landfill's environmental monitoring systems shall be performed by professionals and/or technicians with a high-level of demonstrated expertise specific to the respective system.

The on-site assessments shall be structured and designed to meet the requirements of the scope of work and shall produce an accurate analysis, through inspection by non-destructive means, of the condition and operation of the County's entire solid waste infrastructure. The assessment shall obtain all information necessary to assign a scoring system that allows for comparative analysis and prioritization. The assessments shall be performed using both component- and system-level inspection methods. Inspections for purposes of assessment may require entering accessible crawl spaces and other confined spaces, in which case the consultant shall adhere to all applicable regulations for entry and exit. Because much of the County's solid waste infrastructure is constructed on top of the closed landfill, the assessments should consider condition issues due to settlement and the impact that any additional settlement will have on future maintenance, repair, and construction costs.

Access and timing for all facility inspections shall be coordinated with the County's Solid Waste Manager. In no case may the inspections disrupt normal facility operations; therefore, the consultant should plan on carrying out certain inspection activities during hours when the facilities are closed, as necessary, to ensure continuity of operations. The consultant shall provide the County with certain documents to include an Inspection Schedule prior to the start of any on-site inspections in accordance with Section 4.7 below.

At a minimum, the following data shall be collected as part of the facility condition assessments.

- A. Detailed analysis of the condition and operation of all buildings and building components and systems, structure, roof/envelope, and associated infrastructure.
- B. Detailed analysis of the condition and operation of fences, barriers, roadways, parking lots, exterior storage areas, and concrete and asphalt pads.
- C. Detailed analysis of the condition and operation of the vehicle scales and associated components.
- D. Detailed analysis of the condition and operation of the customer service and unloading areas and associated infrastructure to include the roll-off/rail containers.
- E. Detailed analysis of the condition and operation of the landfill environmental systems to include the leachate collection system and lagoon, gas collection system and flare, ground water monitoring system, and stormwater collection system and lift stations.
- F. Detailed analysis of the condition and operation of the programmable logic controller (PLC) network wireless and wired connections and hardware.
- G. Detailed analysis of the condition and operation of the security systems.

The consultant shall immediately report to the Solid Waste Manager any urgent necessary repairs or liabilities identified during the inspections that may endanger life and/or property.

4.4 EVALUATION OF FACILITY CONDITION DATA

The consultant shall perform an evaluation of the data collected from the facility condition assessments for inclusion in the Plan submittal. This analysis shall, at a minimum, include the following tasks.

- A. Develop a detailed inventory of all items evaluated as part of the facility condition assessments and for each assessed item provide, at a minimum, its condition, operation, and deficiencies.
- B. Evaluate for each assessed item, whether repair of the item or repair of portions of the associated system is preferable to complete replacement of the item or associated system based on repair and maintenance lifetime costs.
- C. Evaluate for each assessed item, the impact of additional landfill settlement on future maintenance, repair, and replacement efforts and costs.
- D. Based on the evaluation of collected data, provide recommendations and timing for maintenance, repair, and/or replacement necessary to restore infrastructure to acceptable standards and bring into compliance with all known codes and regulatory requirements.
- E. Based on the evaluation of the collected data, identify and recommend upgrades and opportunities for: (1) operational improvements, (2) technology improvements, (3) energy-saving improvements, and (4) environmental improvements.
- F. Calculate and provide costs for all recommendations developed in Sections 4.4.D and 4.4.E using a published, industry-standard method and current cost rates typical for the greater Puget Sound area.
- G. Apply a scoring system that allows for comparative analysis and rank all recommendations developed in Sections 4.4.D and 4.4.E as to their priority and for each recommendation, provide a narrative reasoning for the ranking.

4.5 CAPITAL NEEDS ANALYSIS

The consultant shall perform a capital needs analysis relying primarily on information collected from the document review, interviews, and facility condition assessments, which shall be included in the Plan submittal. The consultant shall be required to assess current solid waste infrastructure versus projected needs based on operational and regulatory requirements and service trends. In addition, the consultant shall make recommendations for major renovations and/or construction of new capital projects for projected needs that cannot be addressed by the current facility infrastructure. This needs analysis shall include, at a minimum, the following tasks.

- A. Determine the current use and maximum capacity of existing facilities and quantify available capacity and life cycle.
- B. Assess the capacity and life cycle of the three existing facilities to meet projected public demand for solid waste services (i.e., waste generation rates and service trends) over the next 20 years.

- C. Assess current infrastructure condition, use, and effectiveness to meet operational needs and regulatory requirements over the next 20 years.
- D. Based on the assessments in Sections 4.5.A through C, provide recommendations and timing for major renovations and/or new construction needs at existing County solid waste facility locations assuming unconstrained available funding with consideration for operational continuity, reasonableness, and public perception.
- E. Calculate and provide costs for all recommendations developed in Section 4.5.D, using a published, industry-standard method and current cost rates typical for the greater Puget Sound area.
- F. Apply the scoring system used pursuant to Section 4.4.G above that allows for comparative analysis and rank all recommendations developed in Section 4.5.D as to their priority and for each recommendation, provide a narrative reasoning for the ranking.

4.6 PLAN DEVELOPMENT AND CONTENTS

The consultant shall prepare a draft and final Solid Waste Facility Condition Assessment and Infrastructure Management Plan in accordance with this Section and Section 4.7 below. The Plan shall include, at a minimum, the following elements.

- A. The results for each task required in Section 4.4 above to include a comprehensive inventory of all facility infrastructure and existing conditions with tables, graphics, photographs, drawings, and plans as necessary for completeness and clarity.
- B. The results for each task required in Section 4.5 above with tables, graphics, photographs, drawings, and plans as necessary for completeness and clarity.
- C. Re-assess and revise, as appropriate, the recommendations and timing for infrastructure maintenance, repair, and replacement developed pursuant to Section 4.4 above with consideration for the capital needs identified in Section 4.5 above. (Example: A recommendation for mid-term repair pursuant to Section 4.4 might be unnecessary if that repair was associated with a building recommended for major renovation or replacement in the short-term pursuant to Section 4.5.)
- D. For all final recommendations, calculate and provide costs using a published, industry-standard method and current cost rates typical for the greater Puget Sound area.
- E. Apply the scoring system used pursuant to Section 4.4.G above that allows for comparative analysis and rank all final recommendations as to their priority and for each recommendation, provide a narrative reasoning for the ranking.
- F. Provide a 20-year infrastructure management plan that details all recommended actions, timing, costs, and priority rankings. Recommended actions over the 20-year planning period must be presented in one or two-year increments in order to align with the County's budget process.
- G. For recommendations based on estimates of waste generation, service demand, and/or other factors, include detailed information on the data and evaluation process relied upon to derive the estimates in order to allow for future adjustments to the Plan based on actual waste generation rates, service demand, or other factors.

4.7 DELIVERABLES

The following deliverables shall be provided, at a minimum, in accordance the schedule described below.

A. Inspection Schedule

After completing the review of documents and plans, the consultant shall develop an assessment protocol, access needs, and scheduling. A proposed inspection schedule and a list of inspection personnel, along with the assessment protocol and access needs shall be provided to the Solid Waste Manager or designee for review and approval at least fourteen (14) calendar days prior to the first proposed scheduled inspection; the final approved version of the same documents shall be provided to the Solid Waste Manager at least seven (7) calendar days before the first scheduled inspection.

B. Facility Condition Assessment Inventory

The consultant shall prepare a detailed inventory on a spreadsheet of all inspected/assessed infrastructure items. A total of five (5) hard copies and one (1) electronic copy in the original file format(s) used for the document's creation (e.g., Microsoft Excel) shall be provided to the Solid Waste Manager or designee within fourteen (14) calendar days after completion of the facility condition assessments.

C. Draft Plan Outline

The consultant shall prepare and submit a Draft Plan Outline of the Solid Waste Facility Condition Assessment and Infrastructure Management Plan to the Solid Waste Manager or designee for review and comment. The Draft Plan Outline should include a detailed Table of Contents and/or brief outline of the report contents to include a list of tables, graphs, illustrations, and attachments. The Draft Plan Outline shall be transmitted by the consultant electronically in the original file format used for the document's creation (e.g., Microsoft Word). The consultant shall not proceed with substantive writing of the Draft Plan until the Table of Contents/Outline submission has been approved in writing by the County.

D. Final Plan Outline

The consultant shall prepare a Final Plan Outline of the Solid Waste Facility Condition Assessment and Infrastructure Management Plan that incorporates the County's comments on the Draft Plan Outline. The consultant shall transmit the Final Plan Outline to the Solid Waste Manager or designee within seven (7) calendar days from the date of County's approval of the Draft Plan Outline. The Final Plan Outline shall be transmitted electronically in the original file format used for the document's creation (e.g., Microsoft Word).

E. Draft Plan

The consultant shall prepare and submit a Draft Solid Waste Facility Condition Assessment and Infrastructure Management Plan to the Solid Waste Manager or designee for review and comment. A total of five (5) hard copies; one (1) electronic copy in the original file format(s) used for the document's creation (e.g., Microsoft Word, Excel, etc.); and one (1) electronic copy in Adobe Acrobat (.pdf) file format shall be provided.

F. Final Draft

The consultant shall prepare a Final Draft Solid Waste Facility Condition Assessment and Infrastructure Management Plan that incorporates the County's comments on the Draft Plan. The consultant shall submit the Final Draft Solid Waste Facility Condition Assessment and Infrastructure Management Plan to the Solid Waste Manager or designee for review and comment. A total of five (5) hard copies; one (1) electronic copy in the original file format(s) used for the document's creation (e.g., Microsoft Word, Excel, etc.); and one (1) electronic copy in Adobe Acrobat (.pdf) file format shall be provided.

G. Final Report

The consultant shall prepare a Final Solid Waste Facility Condition Assessment and Infrastructure Management Plan that incorporates the County's comments on the Final Draft Plan. The consultant shall submit the Final Solid Waste Facility Condition Assessment and Infrastructure Management Plan to the Solid Waste Manager or designee. A total of five (5) hard copies; one (1) electronic copy in the original file format(s) used for the document's creation (e.g., Microsoft Word, Excel, etc.); and one (1) electronic copy in Adobe Acrobat (.pdf) file format shall be provided.

H. Monthly Progress Reports

The consultant shall submit a Monthly Progress Report to the Solid Waste Manager or designee by the 5th of each month for every month that the project is ongoing for the duration of the project. Monthly Progress Reports shall be one (1) to two (2) pages in length and shall include: a summary of the work completed during the previous month and the work scheduled for the current month, any changes in staffing, identification of any issues that could impede the progress of the work, and a detailed accounting of the hours used to date and estimate of hours required to complete the project. Monthly Progress Reports shall be submitted electronically to the Solid Waste Manager or designee.

I. Meetings

The consultant and subconsultants shall attend and participate in a kick-off meeting after contract award, as well as any subsequent meetings with County staff and decision-makers on an as-needed basis to ensure the proper coordination and accuracy of the work.

J. Presentations

The consultant shall present the findings and recommendations of the final Plan to the Solid Waste Division, the Public Works management team, and/or the County Board of Commissioners, if required by the County.

K. Invoices

The consultant shall prepare invoices for submission to the Solid Waste Manager or designee. Invoice charges and payments shall be tied to deliverables. Invoices shall be submitted electronically to the Solid Waste Manager or designee.

SECTION 5 – PROPOSAL STANDARDS AND CONTENT

This Section provides the requirements for the content and organization of the proposal and the approach to be used for its development and presentation. Proposals shall be prepared based on the instructions outlined in this section and Section 2, “Instructions to Proposers.” 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 may be cause for the proposal to be considered nonresponsive and rejected.

Proposals and all documents related to this solicitation that are submitted to the County shall, upon receipt by the County, become the property of the County.

5.1 PROPOSAL STANDARDS

Any proposal submitted 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 2 of this solicitation, except as revised by addendum. Proposers are responsible for ensuring that their proposal arrives at the County 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 proposals shall be numbered sequentially, and any side of paper with printed text or content shall be considered a page.
- C. The use of at least thirty percent (30%) recycled-content paper is encouraged.
- D. Pages shall be double-sided whenever practicable.
- E. 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.
- F. Unnecessary attachments or documents not specifically asked for in this solicitation should be avoided.
- G. 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.

5.2 PROPOSAL CONTENT

Proposals shall follow the standards outlined above and shall be assembled in accordance with the following format and attachments 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.

The County shall consider proposals that include a primary firm and one or more subconsultants, but the primary firm must meet the Minimum Qualifications required under this solicitation. In addition, the proposal content must clearly indicate and identify the subconsultant in each instance where a

subconsultant will be relied upon, and the applicable proposal content must be provided for that subconsultant.

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

A. Proposal Covers

The proposal's front cover shall be of plain white stock with text and graphics limited to: the RFP number; RFP name; submittal date; proposer's name and business address, email address, telephone number, web address, and contact person's name; and the names, business addresses, email address, telephone number, web address, and contact person's name for each subconsultant on the proposer's team, if any. The back cover shall be of white cover stock and entirely blank. Covers that do not comply with these instructions will be removed and not evaluated.

B. Table of Contents

Provide a Table of Contents that lists the proposal contents in Sections 5.2.C through 5.2.J below, in the order presented below, with corresponding page numbers.

C. Proposal Form

Include one (1) fully executed copy of the Proposal Form that is provided in Section 8 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 submit a proposal with a fully-completed Proposal Form using the Proposal Form provided in this solicitation shall be cause for rejection of the proposal. The Proposal Form must be signed by a person authorized to legally bind the offeror.

For proposers that include subconsultants in their proposals, a separate Proposal Form must be executed for each subconsultant and included in the proposal submission in the same manner as for the proposer.

D. Minimum Qualifications Summary (MAXIMUM 1 Page)

Provide a single page that clearly lists each of the Minimum Qualifications in Section 1.5 of this solicitation and provide a detailed statement as to how the proposer meets each requirement. The County's determination as to whether a proposer meets the Minimum Qualifications shall be made from this submittal page.

E. Primary Firm's Qualifications, Experience, and Expertise (MAXIMUM 5 Pages)

- i. Provide a general narrative of the firm's experience and expertise in providing facility condition assessment services and include any experience providing these services to public agencies.
- ii. Provide detailed descriptions of at least three (3) facility condition assessment projects completed within the past eight (8) years that are similar to the scope of work requested in this solicitation. For each project, provide the name of the firm that provided the services, as well as the names of any subconsultants and subcontractors used; project manager name(s); client name; project start and end dates; initial budget; final cost; and total labor hours.
- iii. Provide a general narrative of the firm's experience and expertise in providing strategic facility planning and/or asset management services and include any experience providing these services to public agencies.
- iv. Provide detailed descriptions of at least three (3) strategic facility planning and/or asset management projects completed within the past eight (8) years that are similar to the scope of work requested in this solicitation. For each project, provide the name of the firm that provided the services, as well as the names of any subconsultants and subcontractors used; project manager name(s); client name; project start and end dates; initial budget; final cost; and total labor hours.
- v. Provide a detailed narrative of any experience with projects involving solid waste facilities and specify whether the facilities were publically or privately owned and operated. If the firm has no such solid waste experience, then state none.

F. Project Team's Qualifications, Experience, and Expertise (MAXIMUM 5 Pages)

- i. Identify all staff that will be assigned to the Scope of Work described in this solicitation (the "project team"), including the Project Manager and other key personnel. Include for each project team member: name and title, name of firm where currently employed and number of years with that firm, and total years of related work experience. Provide resumes for all key personnel as proposal Attachment 1. (Note that there is no maximum page count for required attachments.)
- ii. Provide an organizational chart for all staff on the project team, identifying for each team member: name, firm name with clear notation as to whether they are an employee of the primary firm or a subconsultant, title/role for the project, discipline/area of responsibility, reporting relationship, and primary office location for this project.
- iii. For the project team, describe the specific role and tasks from the scope of work that each team member will be responsible for executing and describe the education, experience, licensing, certifications, and/or other credentials that qualifies them to perform these tasks. Describe for each team member, the specific experience providing the services to which that person will be assigned under this project and include a portfolio of example projects.
- iv. Provide a staffing plan indicating availability and percentage of work-hours commitment for the Project Manager and other key staff for each phase of the project. The County

expects that the staff identified will be available to carry out the work under the contract for the term of the contract.

- v. Provide detailed descriptions of at least three (3) projects directly managed by the identified Project Manager within the past eight (8) years that are similar to the scope of work requested in this solicitation. Indicate whether the Project Manager has experience providing services to public agencies.
- vi. Provide a narrative of the specific experience that the identified Project Manager has in managing and coordinating multidisciplinary teams including coordinating multiple staff and projects, controlling costs, and ensuring timely high-quality deliverables.
- vii. Provide a narrative of the specific project experience and length of time that the identified Project Manager has working with the other staff assigned to team for this project. Describe the proposed team's previous experience working together as a team to include a list of previous projects.

G. Reputation and Performance History (MAXIMUM 3 Pages)

- i. Provide a list of all government and public agencies, for which the proposer has provided services over the last five (5) years. For each government and public agency named, identify the specific services provided and the inclusive dates for provision of services (i.e., contract period). Also provide for each government and public agency named, the name of the contracting department and the name of a contact person (i.e., reference) along with that person's title, full mailing address, email, and telephone number.
- ii. For each of the projects listed pursuant to Sections 5.2.E.ii and iv above, provide a valid client contact name, company and department name, title, full mailing address, email, and telephone number.
- iii. For the Project Manager identified in Section 5.2.F above, provide names and valid contact information for at least five (5) professional client contacts that have worked directly with this manager within the past five (5) years and are familiar with his/her work.
- iv. Include a statement as to whether the proposer has ever been debarred by a public agency, and if so, provide the name of the agency, date, and the specific reason why debarred.
- v. Include a statement as to whether the proposer has had a contract terminated within the past five (5) years due to contract non-compliance or performance issues, and if so, provide the name of the contracting parties, date of termination, and specific reason for contract termination.
- vi. Include a statement as to whether the proposer, a partner, holding company, or subsidiary, as well as any corporate officer or official has been involved within the past five (5) years in civil or criminal litigation, arbitration, or regulatory or other violations arising out of a services contract, solicitation, and/or proposal, and provide sufficient details explaining the litigation, arbitration, and/or violations and name the parties involved and inclusive dates. If there are no instances of such litigation, arbitration, or violations within the past five (5) years, then provide a statement to that effect.

- vii. Provide copies of any letters of commendation received under the projects listed pursuant to Sections 5.2.E and F above as proposal Attachment 2. If none, please state none. (Note that there is no maximum page count for required attachments.)

H. Approach, Methodology, and Experience to Implement the Scope of Work (MAXIMUM 10 Pages)

- i. Describe the approach, methodology, and staffing plan that will be used to perform the Document Review and Staff Interviews in accordance with the Scope of Work (see Section 4.2 above). Indicate whether the primary firm and/or subconsultant will be performing these activities. Describe the project staff's specific experience performing this type of work, as well as any challenges to success and how these challenges will be addressed.
- ii. Describe the approach, methodology, and staffing plan that will be used to conduct the Facility Condition Assessments in accordance with the Scope of Work (see Section 4.3 above). Indicate whether the primary firm and/or subconsultant will be performing these activities. Describe the project staff's specific experience performing this type of work as well as any challenges to success and how these challenges will be addressed.
- iii. Describe the approach, methodology, and staffing plan that will be used to perform the Evaluation of Facility Condition Data in accordance with the Scope of Work (see Section 4.4 above). Indicate whether the primary firm and/or subconsultant will be performing these activities. Describe the project staff's specific experience performing this type of work, as well as any challenges to success and how these challenges will be addressed.
- iv. Describe the approach, methodology, and staffing plan that will be used to perform the Capital Needs Analysis in accordance with the Scope of Work (see Section 4.5 above). Indicate whether the primary firm and/or subconsultant will be performing these activities. Describe the project staff's specific experience performing this type of work, as well as any challenges to success and how these challenges will be addressed.
- v. Describe the approach, methodology, and staffing plan that will be used to provide the required Deliverables in accordance with the Scope of Work (see Sections 4.6 and 4.7 above). Indicate whether the primary firm and/or subconsultant will be performing these activities. Describe the project management tools and methods that will be used to track schedules, budget, and deliverables. Describe the project staff's specific experience performing this type of work, as well as any challenges to success and how these challenges will be addressed.

I. Contract Terms and Conditions (MAXIMUM 1 Page)

Include a single page with a statement as to whether or not the proposer accepts, or has exceptions, revisions, or additions to, the standard Contract Terms and Conditions presented in Section 7 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.

J. Sample Reports

Provide as proposal Attachment 3, at least one (1), but not more than three (3), reports or portions of reports that were prepared by the proposer within the last five (5) years that are

similar in nature and scope to the services requested in this solicitation. Example reports from recent projects for public agencies are preferred. (Note that there is no maximum page count for required attachments.)

SECTION 6 – SELECTION PROCESS

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

6.1 INITIAL SCREENING OF PROPOSALS

All proposals will be initially screened to ensure that the proposer meets the minimum qualification requirements outlined in this solicitation. Those proposals that do not clearly meet the minimum qualifications will be considered nonresponsive and will not be further evaluated

6.2 PROPOSAL EVALUATION

A County panel will evaluate all proposals received in response to this solicitation that have been found to be responsive during the initial screening process. During proposal evaluation and scoring, the County will rely on the submitted proposals and shall not accept additional materials from any proposer after the solicitation deadline, except at the request of the County as outlined in this solicitation. In addition, the County retains the right to consider other relevant information not provided in the proposal, such as references that are not included but are known to the County or past experience by the County with the proposer.

6.3 EVALUATION CRITERIA

Proposers must follow the proposal instructions and submit all the required proposal content and information. The County shall evaluate and score proposers using the six (6) criteria and point values listed below. Proposers can receive a maximum score of 100 points.

- (1) Overall responsiveness, completeness of content, quality, attention to detail, clarity, and organization – 5 points.
- (2) The qualifications, experience, and expertise of the primary firm in providing the services requested in this solicitation – 20 points.
- (3) The qualifications, experience, and expertise of the project team in providing the services requested in this solicitation – 30 points.
- (4) The reputation and performance history of the primary firm and the proposed Project Manager – 10 points.
- (5) The proposed approach and methodology to implement the scope of work and the likelihood of success – 30 points.
- (6) Quality of sample documents and relevance to the scope of work requested under this solicitation – 5 points.

6.4 EVALUATION PROCESS

The County shall evaluate each proposal based on the established criteria in Section 6.3 above and may contact professional references identified in the proposal or other references identified by sources other than the proposer in order to assist in determining performance history. Based on the results of this evaluation, a composite score will be developed for each proposer that indicates the evaluation panel's collective ranking of the highest ranked proposers in descending order.

At the County's option, the top-ranked proposer(s), usually from one (1) to three (3) depending upon the number and quality of proposals received, may be contacted and asked to submit more detailed or supplementary information on their proposal and/or invited to participate in an oral interview. Requests for additional information will be sent by the County in writing to the top-ranked proposer(s) along with a deadline for the requested information and the scheduled date and time of the interview and an outline for the proposer's presentation.

In the event that County chooses to conduct interviews, each proposer will be given a maximum of 40 minutes for their presentation, which will be followed by questions from the County. The proposer's Project Manager and other key personnel shall be required to lead and participate in the interview. A proposer shall not include any person in the interview or presentation, or preparation thereof, who does not work for the primary firm or subconsultant(s) identified in the proposal, without the advance written authorization by the County contact person for this solicitation.

If interviews are held, then the County panel will conduct a final evaluation of the proposers on the basis of the criteria listed in Section 6.3 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.

6.5 SELECTION AND NEGOTIATION

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

The County shall ask the selected highest-ranked proposer to submit a fee schedule. The County will then enter into negotiations with that firm to finalize the scope of work and the fee schedule. The County reserves the right to negotiate any aspect of the fee schedule and/or the proposal for purposes of finalizing the scope of work and executing a contract. The County will not negotiate or discuss any exceptions, revisions, or additions to the standard Contract Terms and Conditions included in this solicitation unless expressly identified by the proposer in its initial proposal submission.

Although the County may open discussions with the selected 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.

The County will publish written notice of the intent to award a contract under this solicitation.

6.6 BOARD APPROVAL AND CONTRACT EXECUTION

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

Once the County has finalized and issued the contract for signature, the successful consultant must sign the contract and provide any outstanding documents, such as certificates of insurance, W-9, copies of all signed agreements between the consultant and any subconsultants, etc. The County will sign the contract only upon receipt of all required documents.

SECTION 7 – SAMPLE ARCHITECTURAL/ENGINEERING CONSULTING SERVICES CONTRACT

The following is a sample of the contract that will be entered into between 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 desire 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. Thurston County is referred to herein as “County.” This contract is subject to review by a County attorney and approval by the Board of County Commissioners prior to being submitted to the successful offeror for signature.

CONTRACT FOR ARCHITECTURAL/ENGINEERING CONSULTING SERVICES

THURSTON COUNTY/_____

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 _____, with its principal offices at _____, hereinafter “**CONSULTANT**.”

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

2. SERVICES PROVIDED BY THE CONSULTANT

The COUNTY retains the CONSULTANT to perform the following consulting services in connection with _____ Project: _____

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 perform according to standard industry practice of the requested consulting services specified in this Contract.

c. 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.

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

e. The CONSULTANT shall, from time to time, during the progress of the work, confer with the COUNTY. The CONSULTANT shall prepare and present monthly status reports and other information that may be pertinent and necessary, or as may be requested by the COUNTY.

3. SERVICES PROVIDED BY THE COUNTY

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

a. Relevant information as exists to assist the CONSULTANT with the performance of the CONSULTANT'S services.

b. Coordination with other County Departments or other Consultants as necessary for the performance of the CONSULTANT'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 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. Payment to the CONSULTANT for services rendered under this Contract shall be in accordance with the fee schedule set forth in Exhibit "B," which is attached hereto and incorporated by reference. These fees shall remain in effect for the term of the Contract.

b. The County's total payments to CONSULTANT under this Contract shall not exceed \$_____, unless a Contract Amendment has been negotiated and executed prior to the COUNTY incurring any costs in excess of the maximum amount payable.

c. The CONSULTANT 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 CONSULTANT performed work for the COUNTY during the billing period. The COUNTY shall pay the CONSULTANT 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 billing.

d. 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.

e. In the event the CONSULTANT has failed to perform any substantial obligation to be performed by the CONSULTANT 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.

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

g. No payment shall be made for any work performed by the CONSULTANT, except for work identified and set forth in this Contract or supporting exhibits or attachments.

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 each party's designated agent, 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 CONSULTANT shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including, but not limited to, 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 performance of the services rendered under this contract by the Consultant, its employees, agents, or subcontractors or anyone for whose acts any of them may be liable. PROVIDED HOWEVER, that the CONSULTANT'S obligation 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 CONSULTANT'S obligations hereunder shall apply only to the percentage of fault attributable to the CONSULTANT, 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 Consultant, 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 Consultant or subcontractor under Worker's Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the Consultant expressly waives any immunity the Consultant might have had under such laws. By executing the Contract, the Consultant 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 CONSULTANT makes with any subcontractor or agent performing work hereunder.

c. The CONSULTANT'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 CONSULTANT, the CONSULTANT'S employees, agents or subcontractors.

8. INSURANCE

a. Professional Legal Liability: The CONSULTANT shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the CONSULTANT'S profession. The policy shall be written subject to limits of not less than \$1,000,000 per loss.

The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the CONSULTANT'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 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.

b. Workers' Compensation: The CONSULTANT shall maintain workers' compensation insurance as required by Title 51, RCW, and shall provide evidence of coverage to the Thurston County Risk Management Division.

c. Commercial General Liability: The CONSULTANT shall maintain Commercial General Liability coverage for bodily injury, personal injury, and property damage, subject to limits of not less than

\$1,000,000 per loss. The general aggregate limit shall apply separately to this Contract and be no less than \$2,000,000.

The CONSULTANT will provide Commercial General Liability coverage that does not exclude any activity to be performed in fulfillment of this Contract. Specialized forms specific to the industry of the CONSULTANT 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.

If this contract is over \$50,000, then the CONSULTANT shall also maintain Employer's Liability Coverage with a limit of not less than \$1,000,000.

d. Automobile Liability: If applicable, the CONSULTANT shall maintain automobile liability insurance to be described as follows: (check the box that applies)

The CONSULTANT shall maintain Business Automobile Liability insurance or equivalent form with a limit of not less than \$1,000,000.00 each accident combined Bodily Injury and Property Damages and an aggregate limit of at least \$2,000,000.00. Coverage shall include owned, hired and non-owned automobiles. - OR -

The CONSULTANT shall maintain Automobile Liability insurance or equivalent form with a limit of not less than \$100,000.00 each accident combined Bodily Injury and Property Damage. The aggregate limit shall be at least \$300,000.00. If a personal lines Auto Liability policy is used to meet this requirement, it must include a business rider and must cover each vehicle to be used in the performance of this Contract and the certificates of insurance must evidence these conditions have been met. If the CONSULTANT will use non-owned vehicles in performance of this Contract, the coverage shall include owned, hired and non-owned automobiles.

e. Other Insurance Provisions:

- i. The CONSULTANT'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. The CONSULTANT'S Commercial General Liability insurance shall include the COUNTY, its officers, officials, employees and agents with respect to performance of services.
- iii. The CONSULTANT'S Commercial General Liability insurance shall contain no special limitations on the scope of protection afforded to the COUNTY as additional insured.
- iv. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.
- v. The CONSULTANT'S insurance 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.
- vi. The CONSULTANT 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.

- vii. 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.
- viii. The CONSULTANT 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 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.

- i. The CONSULTANT shall furnish the COUNTY with properly executed certificates of insurance or a signed policy endorsement which shall clearly evidence all insurance required in this section within ten (10) days after the effective date of the contract. 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, allowed to expire, except on thirty (30) days prior written notice to the COUNTY. Any certificate or endorsement limiting or negating the insurer's obligation to notify the COUNTY of cancellation or changes shall be altered so as not to negate the intent of this provision.
- ii. The CONSULTANT shall furnish the COUNTY with evidence that the additional insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the COUNTY as an additional insured.
- iii. 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.
- iv. The CONSULTANT shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, send written verification to Thurston County that CONSULTANT is currently paying Workers Compensation.
- v. Written notice of cancellation or change shall be mailed to the COUNTY at the following address:

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

- vi. 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 Analyst.

9. TERMINATION

a. The COUNTY may terminate this Contract 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

CONSULTANT. In that event, the COUNTY shall pay the CONSULTANT for all cost incurred by the CONSULTANT 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 this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by the COUNTY to the CONSULTANT. After the effective date, no charges incurred under this Contract are allowable.

c. If the CONSULTANT 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 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.

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

a. The CONSULTANT shall perform the terms of the contract using only its bona fide employees or agents, and 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.

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 CONSULTANT, 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 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 Exhibit "B," 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 pay for all taxes, fees, licenses, or payments required by Federal, State or local law which are now or may be enacted during the term of this Contract.

e. The CONSULTANT 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 from the COUNTY'S contract representative or designee.

13. COMPLIANCE WITH LAWS

The CONSULTANT 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 CONSULTANT relating to the performance of this Contract. The CONSULTANT shall keep all records required by this Contract for five (5) years after termination of this Contract for audit purposes.

15. 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, religion, national origin, age, sex, marital status, veteran status, sexual orientation or the presence of any disability. Implementation of this provision shall be consistent with Initiative 200, Sec. 1 (Effective 12/3/98).

16. OWNERSHIP OF MATERIALS/WORK PRODUCED

a. All reports, drawings, plans, specifications, all forms of electronic media, and data and documents 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. 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 CONSULTANT for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONSULTANT harmless therefore to the extent such use is agreed to in writing by the CONSULTANT.

b. All design work done by the CONSULTANT shall be done on AutoCAD, release 12 or higher or other systems mutually agreed upon, an electronic copy of which shall be submitted to the COUNTY upon request and or at the end of the job. 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.

c. An electronic copy of all word processing or other documents shall be submitted to the COUNTY upon request or at the end of the job using the word processing or other program and version specified by the COUNTY.

17. PATENT/COPYRIGHT INFRINGEMENT

The CONSULTANT shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the COUNTY, where such action is based on the claim that information supplied by the CONSULTANT or subcontractor infringes any patent or copyright. The CONSULTANT shall be notified promptly in writing by the COUNTY of any notice of such claim.

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, 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. SUCCESSORS AND ASSIGNS

The COUNTY, to the extent permitted by law, and the CONSULTANT each bind themselves, their partners, successors, executors, administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

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

23. 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.

24. 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 at the beginning of the next working day.

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

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

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

ARCHITECTURAL/ENGINEERING CONSULTING SERVICES CONTRACT

THURSTON COUNTY/_____

CONTRACT NO. _____

EXHIBIT A

SCOPE OF SERVICES

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

ARCHITECTURAL/ENGINEERING CONSULTING SERVICES CONTRACT

THURSTON COUNTY/_____

CONTRACT NO. _____

**EXHIBIT B
COMPENSATION**

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

SECTION 8 – PROPOSAL FORM

The Proposal Form that must be completed by the proposer for inclusion in the proposal is presented in this section on the following page. 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.

For proposers that include subconsultants in their proposals, a separate Proposal Form must be completed for each subconsultant and executed by a person authorized to legally and contractually bind the subconsultant.

All executed Proposal Form(s) for the proposer and any and all subconsultants must be included in the proposal submission as directed in Section 5.2.C of this solicitation.

PROPOSAL FORM

REQUEST FOR PROPOSALS (RFP) NO. 034-2016-SW-001

PROFESSIONAL SERVICES FOR SOLID WASTE FACILITIES CONDITION ASSESSMENTS AND CAPITAL PLANNING

SEALED PROPOSALS WILL ONLY BE RECEIVED BY: Thurston County Department of Public Works, Solid Waste Division, 9605 Tilley Road S, Suite C, Olympia, Washington 98512.

PROPOSALS ARE DUE NOT LATER THAN: 3:00 p.m. PST on December 5, 2016.

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

THE SOLICITATION DOCUMENTS, including any addenda, are published on the Washington's Electronic Business Solution (WEBS) website operated by the Washington State Department of Enterprise Services at <https://fortress.wa.gov/ga/webs/bidcalendar.aspx>.

THE UNDERSIGNED UNDERSTANDS AND ACKNOWLEDGES THAT THE SOLICITATION AND ALL ADDENDA HAVE BEEN EXAMINED PRIOR TO SUBMISSION OF A PROPOSAL.

THE PROPER FULL LEGAL NAME OF THE FIRM OR ENTITY SUBMITTING THIS PROPOSAL 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:

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 _____