



Request for Qualifications and Quotes (RFQQ)
 Thurston County 2020 Point In Time Homeless Census Count
 Coordinator

Projected Procurement Schedule:

ACTION ITEM	DATE
Solicitation posted and available for download from WEBS	September 13, 2019
Questions due from bidders	September 18, 2019
Answers posted and available for download from WEBS	September 20, 2019
Bidder's Responses Due Date and Time, <u>via email</u> (Note: electronic bid submittals must be received by PHSS on or prior to 4:00 pm. Time of receipt is <u>defined as the time that the PHSS inbox</u> (housingthurston@co.thurston.wa.us) records that the response was received by PHSS, <u>NOT</u> the bidder's transmittal. Any bids received after 4:00 pm will be rejected.	September 27, 2019
Announcement of Apparent Successful Bidders	October 4, 2019
Project Work Begins (Estimated)	October 21, 2019

The Thurston County reserves the right to revise the above schedule.

Procurement Coordinator:

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1. SOLICITATION OVERVIEW

1.1 Definitions

Apparent Successful Bidder - A Bidder who is recommended for Award after evaluation of Responses.

Amendment - A change to a legal document. For the purposes of a Solicitation document, an amendment shall be a unilateral change issued by PHSS, at its sole discretion.

Award - PHSS's acceptance of a Bidder's offer to enter into a Contract.

Bidder - A Bidder who submits a Response to a Solicitation.

Business Days - Monday through Friday, 8:00 AM to 5:00 PM, Pacific Time, except for holidays observed by Thurston County.

Confidential Information - Information that may be exempt from disclosure to the public or other unauthorized persons under either RCW 42.56 or other state or federal statutes. Confidential Information includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, payroll/labor data, driver's license numbers, medical data, law enforcement records, agency source code or object code, agency security data, and information identifiable to an individual. Purchasers may identify additional confidential information in a Second Tier Contract. Confidential information also includes any personal information under the provisions of RCW 19.255.010 and RCW 42.56.590

Contractor - An individual, company, corporation, firm, or combination thereof with which PHSS enters into a Contract for the procurement of materials, supplies, services, and/or equipment. It shall also include any subcontractor retained by a Contractor as permitted under the terms of the Contract.

Intent to Award - A notice which recommends Award.

Contract - The document formalizing the agreement between the parties pursuant to this Solicitation, together with all incorporated schedules and exhibits, including the Solicitation, the Response, all Second Tier Contracts, and all Amendments.

Price - The not-to-exceed hourly rate(s) quoted by a Bidder in a Response as outlined in this Solicitation to be charged, as applicable, for services rendered under any Contract. All prices shall be quoted and paid in United States dollars.

Procurement Coordinator - The individual authorized by PHSS who is responsible for conducting a specific Solicitation.

Purchaser - An authorized user of the Contract, as identified in the Solicitation, who may or actually does make purchases of material, supplies, services, and/or equipment under the resulting Contract.

Request for Qualifications and Quotes (RFQQ) - A Solicitation for Bidder qualifications issued by PHSS.

Response - A submittal prepared and delivered to PHSS in accordance with this Solicitation. The Response shall include all required submittals as of the date set forth in the Solicitation schedule or as further requested by PHSS.

Responsible - The capability in all respects of performing all Contract requirements in full and meeting the elements of responsibility. **Responsive** - Conforming in all material respects to the terms and conditions, the specifications, and other requirements of a Solicitation.

Services - Those services provided by Bidder relating to this Solicitation and that are appropriate to the scope of this Solicitation.

Solicitation - This Request for Qualifications, and any Amendments or revisions thereto, used as a Solicitation document.

Specifications - The explicit requirements furnished with a competitive Solicitation upon which a purchase order or Contract is to be based. Specifications set forth the characteristics of the goods and/or services to be purchased or sold so as to enable the Bidder or supplier to determine and understand requirements of the Purchaser. Specifications may be in the form of a description of the physical or performance characteristics, a reference brand or both. It may include a description of any requirement for inspecting, testing, or preparing a material, equipment, supplies, or service for delivery.

Subcontractor - One not in the employment of a Contractor, who is performing all or part of the business activities under a Contract resulting from this Solicitation, or any separate Second Tier Contract with Contractor. The term "subcontractor" means a subcontractor of any tier.

Washington's Electronic Business Solution (WEBS) - The Contractor registration and Bidder notification system maintained by the PHSS located at: [WEBS for Vendors](#).

1.2 Contract Formation

A Response submitted to this Solicitation is an offer to Contract with PHSS. A Response becomes a Contract only when accepted, awarded in writing and signed by both parties. Contracts resulting from this Solicitation will be designated as Contracts which are intended to support the as-needed consultation and staff augmentation requirements of authorized Purchasers, which include on-site labor and other services as described herein.

1.3 Proposed Contract

A proposed Contract is included as **Appendix B, Proposed Contract**. The Solicitation document may reference and may link to the proposed Contract as a safeguard against language inconsistencies.

To be responsive, a Bidder must indicate a willingness to enter into a Contract substantially the same as the proposed Contract in **Appendix B, Proposed Contract** by signing and including the Certifications and Assurances in **Appendix A, Certifications and Assurances** as part of its company's Response.

1.4 Solicitation Amendments

PHSS reserves the right to revise the schedule or other portions of this Solicitation at any time. Any changes or corrections will be by one or more written Amendment(s), dated, attached to or incorporated in and made a part of this Solicitation. All changes must be authorized and issued in writing by the Procurement Coordinator. If there is any conflict between Amendments, or between an Amendment and the Solicitation, whichever document was issued last in time shall be controlling. Only Bidders who have properly registered and downloaded the original Solicitation directly via WEBS system OR send an email request to housingthurston@co.thurston.wa.us will receive notification of Amendments and other correspondence pertinent to the procurement.

Bidders may be required to sign and return Solicitation Amendments with their Response. Bidders must carefully read each Amendment to ensure they have met all requirements of the Solicitation.

In the event that Solicitation Amendments are required as a submittal, Bidder must complete, sign and scan and include any Solicitation Amendments issued.

This Solicitation document, any subsequent Amendments and the Bidder's Response will be incorporated into the resulting Contract.

1.5 Right to Cancel

PHSS reserves the right to cancel or reissue all or part of this Solicitation at any time as allowed by law without obligation or liability.

1.6 Non-Endorsement and Publicity

In selecting Bidders, PHSS are not endorsing the Bidder's products or services, nor suggesting that they are the best or the only solution to their needs.

1.7 Minority and Women Owned Business Enterprises (MWBE)

Thurston County encourages participation in all of its Contracts by Minority and Woman Owned Business Enterprise (MWBE) firms certified by the [Office of Minority and Women's Business Enterprises](#) (OMWBE). While the County does not give preferential treatment, it does seek equitable representation from the minority and women's business community. In addition, the County welcomes participation by self-identified minority and woman owned firms and encourages such firms to become certified by OMWBE.

Participation may be either on a direct basis in Response to this Solicitation or as a subcontractor to a Contractor. However, unless required by federal statutes, regulations, grants, or Contract terms referenced in the original Solicitation, no preference will be included in the evaluation of Bids, no minimum level of MWBE participation shall be required as a condition for receiving an award, and Bids will not be evaluated, rejected or considered non-responsive on that basis.

Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the original Solicitation will apply. Bidders are encouraged to contact [Office of Minority and Woman Owned Business Enterprise](#) (OMWBE) to obtain information on becoming a certified firm, or to obtain information on other certified firms for potential sub-Contracting arrangements. Nothing in this section is intended to prevent or discourage Bidders from inviting others from participating with non-MWBE firms as well as MWBE firms.

1.8 Veteran-Owned Business Enterprise

PHSS encourages participation of businesses owned by veterans. No minimum level of veteran-owned business participation is required as a condition of receiving an Award and no preference will be included in the evaluation of Responses in accordance with chapter 43.60A RCW.

2. SUMMARY OF OPPORTUNITY

2.1 Background

The Thurston County 2020 Point In Time Homeless Census Count Coordinator RFQQ is a competitively-bid contracting program administered by PHSS in which Contractors provide the services defined in Paragraph 2.2 Description and Scope.

Solicitations: qualification and quotations are solicited through an open and competitive solicitation process coordinated by PHSS. A contract may be then established and administrated by PHSS with the selected Contractor.

The annual Thurston County Homeless Census tells us who is homeless and why. Each January Thurston County participates in the annual statewide “Point in Time Count of Homeless Persons”, referred to as the Homeless Census or PIT Census. This census is required by the State Homeless Housing and Assistance Act as well as the Federal Department of Housing and Urban Development (HUD) to accurately count those residents who are without permanent housing. Census results help governments to ensure a proportionate level of public funding for local shelters, transitional housing, and related supportive services. These numbers also help to create the most accurate picture of homelessness throughout our state and across our nation. Locally, census results are examined by many community stakeholders – policy makers, funders, service providers, concerned citizens and homeless people themselves. Together, we can look at who is homeless, why they are homeless, and what resources we have available. Effective responses to homelessness require accurate data and solid analysis to identify and create data-driven solutions.

Thurston County’s Public Health and Social Services (PHSS) Office of Housing and Homeless Prevention (OHHP) is seeking a contractor to provide Homeless Census Coordinator services (Coordinator) to support OHHP implement the 2020 Point in Time Homeless Census. The PIT census is conducted each year in January in partnership with a broad range of volunteers mobilized from local government, non-profit organizations, faith-based communities, the business community, homeless people, homeless advocates and other stakeholders. The results of this census are compiled into the County’s annual “Point in Time Count of Homeless Persons Report”, often referred to as the annual homeless census report. This homeless census report serves to:

- Provide the most accurate census of homeless people, the causes of their homelessness and other demographic information;
- Quantify needs based on numbers of homeless people, which in turn brings in federal and state dollars to provide homeless shelter, transitional housing and other services;
- Provide an accurate assessment of current available resources; and
- Allow for the analysis of needs and resources to serve as the basis for local strategic responses to homelessness.

This RFQQ seeks statements of qualification and an hourly labor rate quote to fill that role. A qualified Bidder may be awarded work through a contract. Bidders may be either an agency that will supply its staff to provide Coordinator services, or Bidders may be Sole Proprietors (both alternatives hereinafter referred to as “Bidder.”).

2.2 Contract Description and Scope

The Point in Time Homeless Census Coordinator will work closely with the Thurston County Homeless Prevention and Affordable Housing Coordinator (PIT Manager) to produce the following deliverables.

- **General Planning.** Work with the PIT Manager to plan for and implement the 2020 PIT Homeless Census and related events.
- **Volunteer Recruitment.** Undertake the recruitment of a wide range of people to take

- part in the PIT Census.
- **Resource Procurement.** Work with local non-profit organizations to procure donations for PIT Homeless Census related events.
- **Schedule Management.** Schedule all volunteers; locations and activities during the 2020 PIT Homeless Census.
- **PIT Coordination Team.** Work closely with the PIT Coordination Team during the 2020 PIT Homeless Census.
- **Data Entry.** Enter all data on unsheltered homeless people following the 2020 PIT Homeless Census.
- **Report Production.** Help to produce the annual Homeless Census Report.

The maximum number of hours the Coordinator is expected to work under the contract is 500 hours over the life of the contract. PHSS does not guarantee a minimum number of hours that may be billed to the contract.

2.3 Estimated Usage and Value

The estimated usage for this contract is no greater than 500 hours for the five-month period commencing with the award of this contract.

The estimated value of this contract is Not To Exceed (NTE) ten thousand dollars (\$10,000). PHSS does not represent or guarantee any minimum purchase. This amount is the maximum usage we expect PHSS to use, however it could be lower.

2.4 Term

The initial term of a contract awarded in response to this RFQQ solicitation is anticipated to be 5 months from the award date with the possibility of up to three one-year extensions. Contract extensions will be executed upon mutual agreement and will be initiated at the sole discretion of PHSS. Continued contracting may be subject to periodic affirmation of qualification, and/or usage.

2.5 Award

PHSS intends to select and enter into a Contract with a single Bidder as a result of this Solicitation.

3. TIMELINE

3.1 Projected Procurement Schedule

This Solicitation

The dates listed on the [cover page](#) represent the projected procurement schedule for this Solicitation. PHSS reserves the right to change the schedule. Notification of changes to the procurement schedule prior to the Response due date and time will be sent electronically to all vendors who requested an application package or who email housingthurston@co.thurston.wa.us. Changes to the procurement schedule after the Response due date and time may be communicated to all Bidders reflecting the change.

3.2 Bidder Questions

Questions regarding this Solicitation will be allowed consistent with the dates specified in the procurement schedule on the cover page. All questions must be submitted in writing to the Procurement Coordinator by the deadline listed on the RFQQ cover page.

PHSS will provide written answers for questions received by the question and answer period's deadline. Answers will be posted to [WEBS](#) prior to closing date.

Verbal responses to questions will not be provided. Only written answers posted to [WEBS](#) will be considered official and binding. Bidders will not be identified in answers.

When the question and answer period is complete, additional comments will be for the purpose of informing the Procurement Coordinator of an issue only. Questions and comments outside the question and answer period will not be answered or acknowledged.

If interpretations or other changes to this Solicitation are required as a result of inquiries made during the question and answer period, the Solicitation may be amended. Amendments are posted to [WEBS](#).

3.3 Protest Procedures

Only Bidders who have submitted a Response to this Solicitation may file a protest. From the date of the bid award announcement a Bidder is allowed five Business Days to file a protest of the Solicitation with the Procurement Coordinator. Protests will be reviewed by the Grants and Contracts Specialist II of Public Health and Social Services.

4. INSTRUCTIONS TO BIDDERS

4.1 Authorized Communication

Upon release of this Solicitation, all Bidder communications concerning this Solicitation must be directed to the Procurement Coordinator listed on the front page of this Solicitation. Unauthorized contact regarding this Solicitation with other Thurston County employees or customer advisory team members involved with the Solicitation may result in disqualification. All oral communications will be considered unofficial and non-binding on PHSS. Bidders should rely only on written statements issued by the Procurement Coordinator, such as Solicitation Amendments.

4.2 Bidder Authorized Representative

Bidder must designate an authorized representative who will be the principal point of contact for the Procurement Coordinator for the duration of the Solicitation process on **Appendix C, Bidder Profile**.

4.3 Washington's Electronic Business Solution (WEBS)

Bidders are solely responsible for:

1. Properly registering with WEBS at [WEBS for Vendors](#).
2. Maintaining an accurate Bidder profile in WEBS.
3. Downloading the Solicitation with all related attachments and exhibits for which your company is interested in competing.

4. [Downloading](#) all Solicitation Amendments.

All Solicitation documents must be downloaded from WEBS. Notification of Solicitation Amendments will only be provided to those Bidders who have registered with WEBS and have downloaded the Solicitation from WEBS. Failure to do so may result in a potential Bidder having incomplete, inaccurate, or otherwise inadequate information, or a Bidder submitting an incomplete, inaccurate, or otherwise inadequate Response. Bidders and potential Bidders accept full responsibility and liability for failing to receive any Solicitation and/or Solicitation Amendments resulting from their failure to register with WEBS and download the Solicitation from WEBS, and hold PHSS harmless from all claims of injury or loss resulting from such failure.

RFQQ Document Posted on:

Washington Electronic Business Solutions (WEBS), website: <https://fortress.wa.gov/ga/webs/> under commodity codes: 918-75: Management Consulting; 918-27-Community Development Consulting; 918-63-Housing Consulting; 961-56-Program/Project Development and Management Services,

4.4 Bidder Responsiveness

Bidder must respond to each question/requirement contained in this Solicitation. Failure to comply with any applicable item may result in the Response being deemed non-responsive and disqualified.

PHSS reserves the right to consider the actual level of a Bidder's compliance with the requirements specified in this Solicitation and to waive informalities in a Response. Informalities are immaterial variation from the exact requirements of the Solicitation, having no effect or merely a minor or negligible effect on quality, quantity, or delivery of the supplies or performance of the services being procured, and the correction or waiver of which would not affect the relative standing of, or be otherwise prejudicial to Bidders.

4.5 Withdrawal or Modification of Response

Bidders are liable for all errors or omissions contained in their Responses.

- After Response submittal but prior to Response due date and time: The Bidder may modify or withdraw his/her Response.
- After Response due date and time: No Response shall be altered or amended.
- A Bidder, who is offered a contract yet fails to enter into a Contract with PHSS, may not participate in bidding on PHSS solicitations until the next calendar year, and no less than six months later.

PHSS reserves the right to contact Bidder for clarification.

4.6 Proprietary or Confidential Information

All Responses submitted become the property of PHSS and a matter of public record after PHSS announces Apparent Successful Bidders.

Any information contained in the Response that is proprietary or confidential must be clearly designated. Marking of the entire Response or entire sections of the Response as proprietary or confidential will not be accepted nor honored. PHSS will not honor designations by the Bidder where pricing is marked proprietary or confidential.

See the Proprietary or Confidential Information subsection of the Proposed Contract.

5. BIDDER QUALIFICATIONS

5.1 Established Business

Prior to commencing performance, or prior to that time if required by PHSS, law or regulation, Contractor must be an established business firm with all required licenses, fees, bonding, facilities, equipment and trained personnel necessary to meet all requirements and perform the work as specified in the Solicitation. Contractor shall maintain compliance with these requirements throughout the life of this Contract.

PHSS reserves the right to require receipt of proof of compliance with said requirements within 10 calendar days from the date of request, and to terminate this Contract as a material breach for noncompliance with any requirement of this paragraph.

5.2 Bidder Qualifications

Minimum qualifications Coordinator services provided by staff with:

- Bachelor's Degree in a social work, public administration, business or other related field; or 5 years or more of equivalent professional experience.
- At least one year of event planning or project management.

Bidders will be evaluated based on the following qualifications and experience:

- (1) Experience in providing event and/or project planning management; with particular experience recruiting and working with volunteers;
- (2) Experience in social services or related fields;
- (3) Bidder's knowledge of issues of homelessness and experience working with vulnerable populations;
- (4) Demonstrated experience producing quality written reports;
- (5) Knowledge of interpreting, presenting and working with quantitative data;
- (6) Experience procuring materials and supplies in a cost-effective manner and/or soliciting in-kind donations; and
- (7) Ability to work as a productive, congenial team member in a fast-paced, high pressure environment.

6. SUCCESSFUL BIDDER RESPONSIBILITIES

6.1 No Costs or Charges

Costs or charges under the proposed Contract incurred before a Contract is fully executed will be the sole responsibility of the Bidder.

6.2 Post Award Conference

Awarded Contractors may be required to attend a post award conference scheduled by the Procurement Coordinator to discuss contract performance requirements. The time and place of the conference would be scheduled following Award.

6.3 Contract Management

Upon awarding a Contract, Contractor will have Contract management responsibilities detailed in **Appendix B, Proposed Contract**. [Do not submit the Proposed Contract with your bid.](#)

6.4 Insurance

Successful Bidders are required to obtain insurance to protect Thurston County Purchasers should there be any claims, suits, actions, costs, or damages or expenses arising from any negligent or intentional act or omission of the Contractor or its subcontractor(s), or their agents, while performing work under the terms of any Contract resulting from this Solicitation. Bidders will find a complete description of the specific insurance requirements in the proposed Contract terms in **Appendix B, Proposed Contract**. [Do not submit the Proposed Contract with your bid.](#)

6.5 County Payment

In order to receive payment, Contractors are required to be registered as a vendor with Thurston County.

7. PRICING

7.1 Overview

Response prices must include all cost components needed to provide services as described in this Solicitation. All costs associated with services must be incorporated into the price of the Bidder's Response.

Failure to identify all costs in a manner consistent with the instructions in this Solicitation will result in rejection.

There is no volume commitment specified in this Solicitation. The proposed pricing levels should reflect the market provided by the Contract resulting from this Solicitation.

7.2 Financial Grounds for Disqualification

Failure to identify all pricing quotations in a manner consistent with the instructions in this Solicitation is sufficient grounds for disqualification.

7.3 Taxes

Contractor must collect and report all applicable state taxes.

7.4 Price Quotation

Bidder must provide a not-to-exceed (NTE) hourly rate in accordance with the instructions detailed in **Appendix D, Hourly Rate**.

Overtime rates are not allowed unless required by state or federal law. Further, prices are to be considered all-inclusive hourly rates to include all expenses (e.g., overhead, insurance, and administration including but not limited to the management fee) except, in limited circumstances. You can always charge less than the NTE Hourly Rate you quote, but you can never charge more.

7.5 No Best and Final Offer

PHSS reserves the right to make an Award without further discussion of the Response; i.e., there will be no best and final offer request. Therefore, the Response should be submitted on the most favorable terms that Bidder intends to offer.

7.6 Miscellaneous Expenses

Expenses related to day-to-day performance under any Contract, including but not limited to, travel, lodging, meals, incidentals **will not** be reimbursed to the Contractor. The Not to Exceed rate (NTE) to be quoted on **Appendix D. Hourly Rate** is to be all inclusive of all costs associated with providing consulting services. This would include any preparation time, overhead, insurance, staffing, administrative functions, reports, travel, etc.

8. PREPARATION OF RESPONSES

Failure to follow or include any of the following requirements will result in rejection of response.

8.1 Delivery

All Responses must be emailed to housingthurston@co.thurston.wa.us. Do not send Responses to, or copy the Procurement Coordinator's inbox. Responses may not be transmitted using facsimile transmission.

Improperly delivered Responses will be rejected for non-responsiveness.

PHSS assumes no responsibility for confirmation of receipt and cannot discuss Response contents prior to the Response Due Date and Time.

All Responses and any accompanying documentation become the property of PHSS and will not be returned.

8.2 Due Date and Time

Responses must be received in their entirety by the Response Due Date and Time specified on the [cover page](#). Late Responses will not be accepted and will be rejected.

The "receive date/time" posted by the PHSS email system will be used as the official time stamp. Bidders should allow sufficient time to ensure timely receipt. PHSS assumes no responsibility for delays caused by Bidder's e-mail, network problems or any other party.

8.3 Identification

Each emailed Response must include the Solicitation number and the Bidder's Company name in the subject line.

8.4 Email / File Size

Bidders are cautioned to keep email sizes to less than 12 MB.

8.5 File Format

Required submittals and formats are detailed in the submittals and must be included as attachments to the emailed Response. All submittals must be written in English and formatted to print on 8.5" x 11" paper. PHSS WILL NOT ACCEPT ZIPPED OR EMBEDDED FILES.

All attachments should adhere to the required format conventions set forth therein. All files in a Bidder's Response must be formatted in Microsoft Word, Microsoft Excel, PDF, or as otherwise outlined therein.

8.6 Required Submittals / Checklist

Bidders must include, at a minimum, the following electronic submittals attached to an email.

- The signature of an authorized Bidder representative on all documents and amendments which require a signature (scan in PDF format).

- Appendix A, *Certifications and Assurances*; Signature Required**

Bidder must complete, sign and scan **Appendix A: Certifications and Assurances**. The signature block must be signed by a representative authorized to bind the Bidder to the offer.

- Expectation: One separate email attachment of a completed signed and scanned file in accordance with the required format and file naming convention specified in the submittal.
- Failure to provide this completed and signed submittal in accordance with the required format and file naming convention specified in the submittal will result in rejection.

- Appendix C, *Bidder Profile***

Bidder must complete **Appendix C, Bidder Profile**.

- Expectation: One separate email attachment of a completed file in accordance with the required format specified in the submittal.
- Failure to provide this completed submittal with in accordance with the required format and file naming convention specified in the submittal may result in rejection.

- Appendix D, Hourly Rate**
 - Bidder must complete **Appendix D, Hourly Rate**
- Resume**
 - Bidders must submit a resume for the person(s) proposed to serve as the PIT Coordinator. At a minimum, resumes must:
 - Include all post-high school educational degrees and enrollments.
 - List all previous employers for the past 10 years
 - Include three professional references
- A Statement of Qualifications.**
 - Bidders must submit a written submission demonstrating the Bidder’s qualifications and experience in the 7 areas listed under Paragraph 5.2 Bidder Qualifications. This written submission must be no longer than three pages.
- Optional: A Writing Sample**
 - Bidders MAY submit an example of a past written report or writing sample. The Bidder must have been a primary author of the report. The submitted sample should be no longer than 10 pages in length and may be an excerpt of a report. **All writing samples must be included as a WORD or PDF attachment. Do not embed files or include links to other sites as they will not be reviewed.**

9. EVALUATION AND AWARD

9.1 Award Criteria

PHSS intends to execute one (1) contract as a result of this Solicitation. Awards will be evaluated and awarded based on the:

- The Bidder’s qualifications and experience in meeting the requirements identified in Paragraph 5.2 Bidder Qualifications. The criterion is worth 80% of the overall evaluation criteria.
- The hourly rate, as provided in **Appendix D, Hourly Rate**. The criterion is worth 20% of the overall evaluation criteria.

Bidders whose Responses are determined to be non-responsive will be rejected and will be notified of the reasons for such rejection.

PHSS reserves the right to use references to confirm satisfactory customer service, performance, satisfaction with service/product, knowledge of products/service/industry and timeliness; any negative or unsatisfactory response may be an adequate reason for rejecting a Bidder as non-responsible and unable to suit the needs of Thurston County. PHSS reserves the right to waive a reference check. Bidders deemed non-responsible may be rejected.

9.2 Evaluation

To aid in the evaluation process, after Response due date and time, PHSS may require individual Bidders to appear at a date, time and place determined by PHSS for the purpose of conducting discussions to determine whether both parties have a full and complete understanding of the nature and scope of contractual requirements. In no manner shall such action be construed as negotiations or an indication of PHSS's intention to award.

9.2.1 Initial Determination of Responsiveness

Responses will be reviewed initially by the Procurement Coordinator and/or authorized personnel to determine, on a pass/fail basis, whether each Response meets all the administrative and mandatory requirements specified herein.





9.2.3 Responsibility

During evaluation, PHSS reserves the right to make reasonable inquiry to determine the responsibility of any Bidder. Requests may include, but are not limited to, financial statements, credit ratings, references, record of past performance, clarification of Bidder's offer, and on-site inspection of Bidder's or Bidder's subcontractor's facilities. Failure to respond to said request(s) may result in a Response being rejected as non-responsive.

9.3 Notification of Apparent Successful Bidder

All Bidders responding to this Solicitation will be notified when PHSS has determined the Apparent Successful Bidder. The date of announcement of the Apparent Successful Bidders will be the date of the notification from PHSS.

APPENDICES

<p>Appendix A, Certifications and Assurances</p>	 <p>RFQQ Appendix A - Certification.doc</p>
<p>Appendix B, Proposed Contract</p>	 <p>RFQQ Appendix B - Proposed Contract.c</p>
<p>Appendix C, Bidder Profile</p>	 <p>RFQQ Appendix C - Bidder Profile.doc</p>
<p>Appendix D, Hourly Rate</p>	 <p>RFQQ Appendix D - Hourly Rate.doc</p>

Appendix A, Certifications and Assurances

RFQQ Thurston County 2020 Point In Time Homeless Census Count Coordinator

Bidder's company name:

Instructions:

Complete, sign and scan this document and submit as a separate email attachment as detailed herein.

Bidder's Authorized Offer:

We make the following certifications and assurances as a required element of this Response, affirming the truthfulness of the facts declared here and acknowledging that the continuing compliance with these statements and all requirements of the Solicitation, its Amendments and attachments are conditions precedent to the award or continuation of the resulting Contract.

1. The prices in this Response have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered. The prices in this Response have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before Contract award unless otherwise required by law. No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition. However, we may freely join with other persons or organizations for the purpose of presenting a single Response.
2. The attached Response is a firm offer for a period of 90 days following the Response due date specified in the Solicitation, and it may be accepted by PHSS without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 90-day period.

In the case of protest, our Response will remain valid for 90 days or until the protest and any related court action is resolved, whichever is later.

3. In preparing this Response, we have not been assisted by any current or former employee of Thurston County whose duties relate (or did relate) to the County's Solicitation, or prospective Contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this Response.

4. We understand that PHSS will not reimburse us for any costs incurred in the preparation of this Response. All Responses become the property of PHSS, and we claim no proprietary right to the ideas, writings, items or samples unless so stated in the Response. Submission of the attached Response constitutes an acceptance of the evaluation criteria and an agreement to abide by the procedures and all other administrative requirements described in the Solicitation document.
5. We understand that any Contract awarded, as a result of this Response will incorporate all of the requirements of the Solicitation. Submittal of a Response and execution of this Certifications and Assurances document certify our willingness to comply with the Contract terms and conditions appearing in the Proposed Contract or substantially similar terms, if selected as a Contractor. It is further understood that our standard contract will not be considered as a replacement for the terms and conditions appearing in the PHSS Proposed Contract of this Solicitation.
6. The authorized signatory below acknowledges having read and understood the entire Solicitation and agrees to comply with the terms and conditions of the Solicitation in submitting and fulfilling the offer made in its Response.
7. By submitting this Response, Bidder hereby offers to furnish materials, supplies, services and/or equipment in compliance with all terms, conditions, and specifications in the Solicitation.
8. We are not taking exception to any section of this RFQQ.

Signature:

The signatory below represents that he/she has the authority to bind the company named below to the Response submitted and any Contract awarded as a result of this Solicitation.

Bidder's Signature

Bidder's Company Name

Print Name and Title

Date



Public Health and Social Services
Office of Housing and Homeless Prevention

FY 2019

Affordable and Homeless Housing
Professional Services Contract
(2163)

Between:

Thurston County and «Organization_Name»

Contract Number: «Contract_number»

For: «Proposal_Title»

This grant provides a source of funding for low income housing capital projects, operations and maintenance, and supportive services to address the needs of people who are homeless, at-risk of homelessness, and at 50% AMI or lower as described in the Local Homeless Plan in Thurston County where the Grantee will provide services.

Start date: XX/XX/2019

PROFESSIONAL SERVICES CONTRACT
THURSTON COUNTY/«Organization_Name»

THIS CONTRACT is entered into in duplicate originals between **THURSTON COUNTY**, a municipal corporation, through its Public Health and Social Services Department, whose office is at 412 Lilly Road NE, Olympia, Washington 98506, hereinafter “**County**,” and «**Organization_Name**», with its principal offices at «**Address_1**», «City», «State», «Zip» hereinafter “**Contractor**,” collectively referred to as “parties” and individually as “party.”

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

GENERAL TERMS AND CONDITIONS

1. DURATION OF CONTRACT

The term of this Contract shall be from the date last executed below through **MM/DD/YYYY** unless renewed or terminated sooner as provided herein.

The term of this Contract shall begin on **1 November 2019** and shall remain in effect through **31 March 2020** unless renewed or terminated sooner as provided herein.

2. SERVICES PROVIDED BY THE CONTRACTOR

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

The Contractor shall perform the following services:

«**SCOPE_of_Work**»

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

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

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

d. Time is of the essence in the performance of this Contract. The Contractor shall complete its work no later than the Contract termination date and in accordance with the schedule agreed to by the parties.

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

3. SERVICES PROVIDED BY THE COUNTY

In order to assist the Contractor in fulfilling its duties under this Contract, the County may provide information as identified in Exhibit A.

4. **CONTRACT REPRESENTATIVES**

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

a. For Contractor:

b. For County:

«F22»

«Primary_Agency_Contact_Person
Title»

«Address_1»

«City», «State», «Zip»

«Telephone»

«Primary_Agency_Contact_Person_Email»

5. **COMPENSATION**

a. For the services performed hereunder, the Contractor shall be paid as set forth in Exhibit A, attached hereto and incorporated herein by reference. The maximum total amount payable by the County to the Contractor under this Contract shall not exceed \$«Award_Amount». In the event the County determines to renew this Contract in accordance with subsection 10.d. below, compensation for the renewed term may be: (1) funded at the same level; (2) proportionally adjusted based on availability of funds; or (3) funded at the discretion of the County.

b. The Contractor may submit invoices, as applicable, in accordance with Exhibit A for payment of completed work during the billing period. The County shall pay the Contractor for services rendered in the month following the actual delivery of the work and will remit payment within thirty days from the date of receipt of invoice.

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

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

6. AMENDMENTS AND CHANGES IN WORK

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

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

7. HOLD HARMLESS AND INDEMNIFICATION

a. To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold the County, its elected and appointed officers, officials, employees, agents and volunteers, harmless from and against any and all "Claims" by any and all persons or entities, including without limitation, their agents, licensees, or representatives, which (1) are caused in whole or in part by any act or omission, negligent or otherwise, of the Contractor, its employees, former employees, agents, representatives, volunteers, partners, shareholders, subcontractors in any tier or anyone for whose acts any of them may be liable, or (2) are directly or indirectly arising out of, resulting from, or in connection with the performance or failure to perform under this Contract. This indemnification obligation of the Contractor shall not apply in the limited circumstance where the Claims are caused by the sole negligence of the County. "Claims" shall include, but not be limited to, claims, demands, actions, suits, liabilities, losses, damages, judgments, and expenses, including without limitation court and appeal costs, alternative dispute resolution costs, attorneys' fees, and expert witnesses fees and costs, of any nature whatsoever, and assertions that information supplied or used by the Contractor or subcontractors in any tier violates or infringes any patent, proprietary information, copyright, trademark, trade name, service mark or otherwise results in an unfair trade practice.

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

c. The Contractor's indemnification obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all Claims.

d. In the event the Contractor enters into subcontracts if authorized under this Contract, the Contractor's subcontractors in any tier shall indemnify the County on a basis equal to or exceeding the Contractor's indemnity obligations to the County.

e. The Contractor agrees all Contractor's indemnity obligations shall survive the completion, expiration or termination of this Contract.

8. THIRD PARTY CLAIMS HANDLING

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

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

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

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

9. INSURANCE

1. Contractor shall provide evidence of:

a. **Commercial General Liability Insurance** using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. The insurance policy must cover defense costs without affecting limits available for third party liability payments as required herein. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate. Coverage must include employer's liability limits of no less than \$1,000,000 per accident for all covered losses.

i. Contractor agrees to endorse third party liability coverage required herein to include the County, its officials, employees and agents, as additional insureds using ISO endorsement CG 20 10 with an edition date prior to 2004.

ii. The policy shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

c. **Business Auto Coverage** on ISO Business Auto Coverage form CA 00 01 including owned, non-owned and hired autos, or the exact equivalent. Limits shall be no less

than \$1,000,000 per accident, combined single limit. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall obtain evidence of personal auto liability coverage for each such person.

- d. **Excess or Umbrella Liability Insurance** (Over Primary), if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Such policy or policies shall include as insureds those covered by the underlying policies, including additional insureds. Coverage shall be "pay on behalf", with defense costs payable in addition to policy limits. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to County for injury to employees of Contractor, subcontractors or others involved in the performance of services under this Contract. The scope of coverage provided is subject to approval by the County following receipt of proof of insurance as required herein.
- e. **Professional Legal Liability** on a policy form appropriate to Contractor's profession. Limits shall be no less than \$1,000,000 per claim. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the Contractor's services as defined by this Contract including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Contract.
- f. If the Contractor is a government entity obtaining liability insurance, with equivalent coverage as required in subsections (a) and (c) through (e), obtained through a government risk pool approved by the state of Washington is a substitute form of coverage acceptable to the County.

2. **Other Insurance Requirements:**

- a. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees, agents or volunteers.
- b. **The Contractor shall include all subcontractors as insureds under its policy or shall furnish separate certificates and endorsements for each subcontractor.** All coverage for subcontractors shall be subject to all of the requirements stated herein.
- c. The Contractor shall maintain all required policies in force from the time services commence until services are completed. Where Professional Legal Liability coverage is written on a claims made form, the Contractor must provide evidence of the purchase of an extended reporting period or "tail" coverage for a three-year period after project completion, or otherwise maintain the coverage for the three-year period. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced.

- d. Contractor agrees to waive rights of recovery against County regardless of the applicability of any insurance proceeds, and to require all indemnifying parties to do likewise.
- e. All insurance coverage maintained or procured by Contractor or required of others by Contractor pursuant to this Contract shall be endorsed to delete the subrogation condition as to County, or must specifically allow the named insured to waive subrogation prior to a loss.
- f. All coverage types and limits required are subject to approval, modification and additional requirements by the County. The County reserves the right at any time during the term of the Contract to change the amounts and types of insurance required by giving the Contractor ninety days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the County and the Contractor may renegotiate Contractor's compensation. Contractor shall not make any reductions in the scope or limits of coverage that may affect County's protection without County's prior written consent. Written notice of cancellation or change shall reference the project name and contract number and shall be mailed to the County at the following address:

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

- g. The parties acknowledge that all insurance coverage required to be provided by Contractor or indemnifying party shall apply first and on a primary non-contributing basis in relation to any other insurance or self-insurance available to County.
- h. Contractor agrees not to self-insure or to use any self-insured retentions on any portion of the insurance required herein without the express agreement of the County and further agrees that it will not allow any indemnifying party to self-insure its obligations to County. If Contractor's existing coverage includes a self-insured retention, the self-insured retention must be declared to the County. The County may review options with the Contractor, which may include reduction or elimination of the self-insured retention, substitution of other coverage, or other solutions.
- i. The limits of insurance above shall be minimum requirements. The insurance limits are not intended to be an indication of exposure nor are they limitations on indemnification. Should the Contractor or a subcontractor in any tier maintain insurance with limits of liability that exceed the required limits or coverage that is broader than as outlined above, those higher limits and broader coverage shall be deemed to apply for the benefit of any person or organization included as an additional insured, and those limits shall become the required minimum limits of insurance of this Contract.

3. Verification of Coverage and Acceptability of Insurers:

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

10. TERMINATION AND RENEWAL

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

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

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

c. If the Contractor breaches any of its obligations hereunder, and fails to cure the breach within ten days of written notice to do so by the County, the County may terminate this

Contract, in which case the County shall pay the Contractor only for the costs of services accepted by the County, in accordance with Section 5 of this Contract. Upon such termination, the County, at its discretion, may obtain performance of the work elsewhere, and the Contractor shall bear all costs and expenses incurred by the County in completing the work and all damage sustained by the County by reason of the Contractor's breach. If, subsequent to termination, it is determined for any reason that (1) the Contractor was not in default, or (2) the Contractor's failure to perform was not its fault or its subcontractor's fault or negligence, the termination shall be deemed to be a termination for convenience.

11. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

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

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

12. NON-WAIVER OF RIGHTS

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

13. INDEPENDENT CONTRACTOR

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

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

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

d. The Contractor shall assume full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any

city, county, federal or state legislation which is now or may during the term of this Contract be enacted as to all persons employed by the Contractor and as to all duties, activities and requirements by the Contractor in performance of this Contract.

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

14. COMPLIANCE WITH LAWS

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

15. INSPECTION OF BOOKS AND RECORDS AND RETENTION

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

16. NONDISCRIMINATION

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

17. OWNERSHIP OF MATERIALS/WORK PRODUCED

a. Material produced in the performance of the work under this Contract shall be "works made for hire" as defined by the U.S. Copyright Act of 1976, as amended, and shall be owned by the County. This material includes, but is not limited to, data, books, computer programs, plans, specifications, documents, films, pamphlets, reports, drawings, all forms of electronic media, sound reproductions, studies, surveys, tapes, and training materials. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

b. An electronic copy of all or a portion of material produced shall be submitted to the County upon request or at the end of the project using the software or program and version specified by the County.

18. DISPUTES

Differences between the Contractor and the County, arising under and by virtue of this Contract, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance or compensation due the Contractor shall be decided by the County's contract representative or designee. All rulings, orders, instructions and decisions of the County's contract representative shall be final and conclusive, subject to the Contractor's right to seek judicial relief pursuant to Section 19.

19. CHOICE OF LAW, JURISDICTION AND VENUE

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

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

20. CONFIDENTIALITY

The Contractor, its employees, agents, and subcontractors and their employees, shall maintain the confidentiality of all information provided by the County or acquired by the Contractor 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 Contractor shall promptly give the County written notice of any judicial proceeding seeking disclosure of such information.

21. SEVERABILITY

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

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

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

22. ENTIRE CONTRACT

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

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

23. NOTICES

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

24. SURVIVABILITY

The terms and conditions contained in this Contract which, by their sense and context, are intended to survive the expiration of this Contract shall survive.

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

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

CONTRACTOR:
«Organization_Name»

THURSTON COUNTY:
**For the Board of County Commissioners
Thurston County, Washington**

«F22»,
«Primary_Agency_Contact_Person_Title»

Schelli Slaughter, Director
Public Health and Social Services

Date

Date

EXHIBIT A

PROFESSIONAL SERVICES CONTRACT
THURSTON COUNTY/«Organization_Name»

SCOPE OF SERVICES

1. The services to be performed by the Contractor under this Contract, which are described in Section 2 of the Contract (Services Provided by the Contractor), are set forth as follows:

Timeframe: September 1, 2019 through August 31, 2020

Scope of Work and Budget	
«SCOPE of Work»	
Budget Line Item	Budget Amount

Contractor shall submit an invoice and a Voucher Detail Worksheet for reimbursement on a monthly basis no later than the 10th day of the following month that services were rendered.

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):

Appendix C, Bidder Profile

RFQQ Thurston County 2020 Point In Time Homeless Census Count Coordinator

Provide the following required information. Failure to complete and submit this Bidder Profile may disqualify the Bidder from further participation in this RFQQ. *The yellow highlighted areas are to show where to type information. Any area of Appendix C that does not pertain to your company, leave it blank.*

Bidder Identifying Information:

Provide the legal business name of the entity that will execute any Contract arising from this RFQQ. Identify name and formal address of legal business entity and include business phone number, FAX number, and website.

Legal Business Name: DBA:
Address:
City: State: Zip Code:
Phone:
Fax:
Website:

Legal Status:

Identify Bidder's Legal Status (e.g. corporation, partnership, sole proprietorship, etc.). Include the year the entity was organized to do business as the entity now substantially exists.

Legal Status:
Year:

Principal Officer:

Identify Bidder's Principal Officer and include the formal title (e.g. President, CEO, etc.). Include the Principal Officer's business address and phone number.

Name:
Title:
Address:
City: State: Zip Code:
Phone:
Fax:

Employer Identification:

Identify Bidder's WA State Uniform Business Identifier (UBI) number.

UBI No.: [REDACTED]

Federal ID No.: [REDACTED]

RFQQ Contact Person:

Identify Bidder's primary and sole contact person for this RFQQ and Bidder's response. Should the need arise for PHSS to clarify any portion of the Bidder's response: and authorized representative of PHSS will attempt to contract this person. PHSS expects that this Bidder representative shall be timely and reasonable in all related communication with PHSS. This person shall also receive any formal correspondence related to the RFQQ including but not limited to Apparent Successful Bidder notification. Include name, title, address, phone and fax numbers, and email address.

Name: [REDACTED]

Title: [REDACTED]

Address: [REDACTED]

State: [REDACTED]

Zip Code: [REDACTED]

Phone: [REDACTED]

Fax: [REDACTED]

Email Address: [REDACTED]

OMWBE Status:

Identify Bidder's (or Subcontractor's) current OMWBE or Veteran-owned business certification number(s). If Bidder is not a certified minority, woman, or veteran-owned business enterprise, but still identifies itself such an entity, please so indicate by placing an "X" in the appropriate cell.

Bidder MBE Certification: [REDACTED]

Subcontractor Name: [REDACTED]

Subcontractor Name: [REDACTED]

Subcontractor WBE Certification: [REDACTED]

Subcontractor MBE Certification: [REDACTED]

Bidder VBE Certification: [REDACTED]

Bidder WBE Certification: [REDACTED]

Subcontractor Name: [REDACTED]

Appendix D, Hourly Rate

RFQQ Thurston County 2020 Point In Time Homeless Census Count Coordinator

This submittal will be utilized to evaluate Bidders based on a Bidder's qualification to meet required and preferred skills and knowledge.

Bidders who do not meet all **required** skills and knowledge requirements and provide all required submittals will not be considered for award. Bidders who do meet all the required skills and knowledge prerequisites, but who do not possess all the preferred skills and knowledge areas will be evaluated and considered for award.

HOURLY RATE	
Company Name:	<input type="text"/>
Proposed PIT Census Count Coordinator Name	<input type="text"/>
NTE Hourly Rate:	\$ <input type="text"/>

The Not to Exceed rate (NTE) is to be all inclusive of all costs associated with providing consulting services. This would include any preparation time, overhead, insurance, staffing, administrative functions, reports, travel, etc.