

# REQUEST FOR PROPOSALS

## Urban Forest Data Development

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Issue Date: August 30, 2010

Due Date: September 24, 2010

Thurston County Planning Department  
2000 Lakeridge Dr. SW  
Olympia, WA 98502-6031

FOR INFORMATION CONTACT:

[UrbanForestsRFP@co.thurston.wa.us](mailto:UrbanForestsRFP@co.thurston.wa.us)

Thurston County Planning Department



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# **1 Introduction**

Thurston County, Washington (County) is seeking proposals for an urban tree canopy assessment from existing high resolution aerial photography. Specifically, the County is requesting services of a qualified consulting firm to provide the following products:

1. Spatial data for urban tree canopy and landcover in the County's Urban Growth Areas
2. A written report accompanying the data

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

## **1.1 Background**

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

### **1.1.1 Information Integration Philosophy**

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

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

### **1.1.2 County Information**

Thurston County serves an unincorporated population of about 240,000 residents in the south Puget Sound region of Washington State. The County's mission is to provide quality, timely and responsive services to its residents in the most cost-effective manner.

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

The County has an annual operating budget of over \$292 million. It has more than 1,100 full-time employees that provide services such as public safety (sheriff, prosecutorial, judicial and emergency services), construction, maintenance of roads and bridges, sanitation facilities, health and social services, culture and recreational facilities and activities, water quality, flood control, planning and zoning, building permit and general administrative services.

## **1.2 Purpose and Scope of the RFP**

This Request for Proposals (RFP) announces the intent of Thurston County to contract for the assessment of urban tree canopy from existing high resolution aerial photography.

The purpose of the RFP is to solicit proposals for the assessment of urban tree canopy.

The deliverable product should be spatially accurate, properly and fully attributed, and be completed in a timely and concise manner. These products will serve multiple needs and be utilized by County and City staff.

Thurston County will evaluate the method of analysis and products proposed by the Responder. Methods that are industry accepted or widely used in the Pacific Northwest region will be given preference. Defensible and compatible products will be a key component of the County's assessment criteria of proposals and subsequent awarding of contract.

### **1.2.1 Goals**

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

- Meets the Mandatory Technical Requirements as stated in this RFP
- Meets industry standards/follows best practices for urban tree canopy assessments
- Identifies tree canopy at a single-tree resolution, i.e. 1-meter GSD (ground sampling distance) or better
- Optionally, differentiates deciduous and coniferous tree types
- Optionally, differentiates landcover types based on the Anderson Classification System, Level I
- Includes a report detailing methods, results, data quality and accuracy, general findings and recommendations for appropriate usage of data, and appropriate citations

### **1.2.2 Mandatory Technical Requirements**

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

- Horizontal coordinate requirements:
  - Datum – North American Datum of 1983 (NAD 83)
  - Units – Feet
  - Spheroid – Geodetic Reference System 80
  - Projection – State Plane, Washington South Zone
  - FIPS Zone – 4602
- Analysis will be conducted at no larger than 1-meter GSD (ground sampling distance)
- Vector data will be delivered in ESRI file geodatabase or shapefile format; raster data will be delivered in an ESRI GRID or GeoTIFF file format with tagging information containing correct geocoding and georeferencing information
- Data will have complete coverage of Thurston County's unincorporated Urban Growth Areas, approximately 38.3 square miles.
- Data will be delivered on digital media (CD/DVD/flash media) supplied by the awarded Contractor or via ftp
- Data generated must meet National Spatial Data Infrastructure (NSDI) and Federal Geographic Data Committee (FGDC) requirements
- FGDC-compliant metadata is required for all data generated
- The County may modify any of the above requirements to better serve the purpose of the project

### **1.3 Project Expectations**

- The deliverable data should be collected in a timely manner
- Data deliverables will be complete in content with all attributes populated appropriately and accurately, where applicable
- Data delivery date will be determined with the awarded Contractor so as to provide County staff the opportunity to review deliverables for quality and completeness
- Contractor will utilize proper data analysis methods including up-to-date hardware and software
- Contractor will perform any necessary image resampling and manipulation to achieve the mandatory technical requirements
- Contractor will have experience and knowledge in mapping, GIS, tree canopy assessment, aerial photograph interpretation, remote sensing methods, and landcover classification
- Contractor will perform work in a professional and ethical manner
- Contractor will perform routine check-in meetings and scheduled communication with the County as to the status and progress of the project. In the event of major disruptions to the project, for which the Contractor must delay or is unable to fulfill its contractual obligations, notice must be given to the County promptly

### **1.4 Services and Data Provided by the County**

#### **1.4.1 Data**

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

1. Color infra-red orthophotography (CIR), 16 bit, 4-band, leaf-on, acquired July 2009 at 6" GSD. This data will be delivered on a hard drive supplied by the awarded Contractor (approximate file size = 140GB). Optionally, true-color (RGB), 8 bit, 3-band orthophotography is available by Contractor request if unable to utilize CIR imagery. This data is to be used only for this project; it is not permissible to reproduce, alter, or distribute
2. Area of interest polygon in shapefile format
3. Other County vector data layers by Contractor request that may be necessary for urban tree canopy assessment and landcover analysis (i.e. hydro, streets, etc), supplied in ESRI shapefile format
4. If necessary for classification of shrubs, LiDAR data as acquired from the Puget Sound LIDAR consortium, year 2002 acquisition. This data consists of 6 foot cell size, 32-bit floating point ESRI GRID files in both Top Surface and Bare Earth rasters. This data will be delivered on a hard drive supplied by the awarded Contractor

## 1.4.2 Services

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

1. Timely delivery of data
2. Check-in meetings to track progress and address issues that may arise
3. Timely reviewing of the products submitted to ensure compatibility and acceptability

## 1.5 Proposed Schedule of Events

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

Milestone	Approximate Date
Issue Date of the RFP	August 30, 2010
Proposals Due	September 24, 2010
County Evaluates Proposals	September 28, 2010
Reference Checks/ Responder Finalists Review	September 30, 2010
Notification of Successful Responder	October 4, 2010
Contract Negotiations and Detailed Planning	October 5, 2010
Contract Start Date	October 11, 2010
Initial Deliverable Dataset	To Be Determined
Project Completion and Review	To Be Determined

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

## 1.6 RFP Communications with Thurston County

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

[UrbanForestsRFP@co.thurston.wa.us](mailto:UrbanForestsRFP@co.thurston.wa.us)

Joshua Brann

Urban Forests 2010 RFP  
Thurston County Planning Department  
2000 Lakeridge Dr. SW  
Olympia, WA 98502-6031

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

### **1.7 Proposal Date, Time, and Location**

**Proposals must be received at the County address listed below no later than September 24th, 2010 at 4:00 p.m. Pacific Time.** Responders are solely responsible for ensuring that proposals are delivered on time. Delays caused by any delivery service, including the US Postal Service, may not be grounds for a waiver of the deadline requirement. Proposals submitted after the deadline will not be accepted. No oral, telephonic, facsimile or telegraphic proposals or modifications will be considered or accepted. All proposals must be delivered to:

Urban Forests 2010 RFP  
Attn: Joshua Brann  
Thurston County Planning Department  
Building 1  
2000 Lakeridge Dr. SW  
Olympia, WA 98502-6031

The words “Urban Forests 2010 RFP” shall be prominently printed on the outside of the envelope or package containing the proposal.

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

### **1.8 Proposal Certification**

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

### **1.9 Responders and Prime Contractor Responsibilities**

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

If, in practice, a multi-party solution provides the most cost-effective approach for meeting the broad base of needs outlined in this document, the County will require designation of a prime contractor to, at a minimum, assume project management responsibility and be the sole point of contact of the County regarding contractual matters.

The prime contractor must also assume responsibility and liability for all services offered in the proposal whether performed by the Responder or its sub-contractors. No changes in subcontractors will be allowed without the approval of the County.

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

### **1.10 Confidentiality of Submitted Items**

The County intends to keep each proposal confidential until the selection process is complete. By submitting itself to the County’s proposal process, each Responder agrees that it will not seek to obtain, review, or compare any other proposal until final selection is complete. Accordingly, if the County receives any such requests from any Responder, the County will refuse that request and will not disclose any part of any other proposal. If a

Responder nevertheless persists in its efforts to obtain, review, or compare any other proposal, the County may, at its sole option, eliminate that Responder from further consideration.

### **1.11 Clarifications**

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

### **1.12 Withdrawal of Proposals**

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

## **2 Procurement Process**

### **2.1 Evaluation of Proposals**

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

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

### **2.2 Right of Selection or Rejection of Proposal**

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

### **2.3 Procedures When Only One Proposal is Received**

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

### **2.4 Open Procurement**

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

### **2.5 Initial Evaluation Process**

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

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

## **2.6 Selection of Finalists**

The County will select the Finalists. The County reserves the right, at any time during the selection process, to include additional Responders for final evaluation activities. The selected Finalists will be notified, and may be asked to provide the County with additional documentation at this time.

## **2.7 Finalists Evaluation Process**

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

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

## **2.8 Selection of Successful Responder**

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

## **2.9 Successful Responder Discovery Sessions**

The County will invite the Successful Responder to participate in separate, on-site “discovery” sessions to include the business analysis of the selected departments. The purpose of these sessions is to allow the Successful Responder to ask questions and find answers that will enable the Successful Responder to develop a detailed Statement of Work.

## **2.10 Successful Responder Statement of Work**

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

## **2.11 Contract Finalization**

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

## **3 Contract**

### **3.1 Contract Approval**

The Planning Department Manager must approve and award the contract. The County will not be responsible for any work done by the Successful Responder, even work done in good faith, if it occurs prior to the contract start date set by the County.

### **3.2 Execution of Contract**

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

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

### **3.3 No Assignments**

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

### **3.4 Errors in Proposals**

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

### **3.5 Rights to Submitted Material**

All Proposals, response inquiries, or correspondence relating to or in reference to this Proposal, and all reports, charts, displays, schedules, exhibits and other documentation submitted by Successful Responder shall become the property of Thurston County when received.

### **3.6 Proprietary Material**

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

### **3.7 Non-endorsement**

In selecting a Responder to supply products and/or services, Thurston County is neither endorsing nor suggesting that the Successful Responder's product is the best or only solution. The Successful Responder

agrees not to refer to Thurston County in any literature, promotional material, brochures, sales presentation, or the like without the express written consent of Thurston County.

### **3.8 Proposal Extension/Renewal**

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

### **3.9 Non-appropriation**

All funds for payment by Thurston County under this contract are subject to the availability of funds from the Washington State Department of Natural Resources Community Forestry Assistance Grant. In the event the grant funds are no longer available, Thurston County will terminate the contract, without termination charge or other liability. The County will provide a written notice of termination with a termination effective date. After the effective date, no charges incurred under this contract are allowed.

### **3.10 Data Usage and Restrictions**

All project deliverables, including, but not limited to, documentation, finalized data, metadata, processed, and intermediate data are the sole property of Thurston County. The selected contractor is not to redistribute, re-author, or recreate any project deliverable for any entity other than Thurston County. Thurston County retains sole rights and responsibility for the usage, retention, and distribution of all project deliverables.

## **4 Proposal Format and Content**

This section provides the format and description of the information required for a Responder's Proposal to be considered by the County. The Responder must submit four (4) paper copies and one (1) electronic Microsoft Word (.doc) or Adobe Portable Document Format (.pdf) copy of their proposal at the date, time, and location given in Section 1.7 of this document.

Elaborate documents, expensive binding, detailed artwork, or other embellishments are neither necessary nor desirable. The responder may include additional information, but this will not be used in the final evaluation. Responses are limited to 20 pages with one inch margins.

### **4.1 Required Format**

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

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

### **4.2 Instructions for the Contents of the Proposal**

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

- **Project Management** – The Responder's proposal shall identify one individual to serve as project manager. This individual should have the necessary skills and experience to make a project such as the proposed one successful. Resumes and contact information of all key personnel should be included in the proposal.
- **Project Scheduling** – Responder shall provide a schedule of individual tasks and approximate times for completion. This schedule should clearly define major submittals and allow up to four (4) weeks for County review of any substantial revisions.
- **Quality Assurance and Control** – Responder shall identify methods and personnel involved in the quality control of all data and deliverables.
- **Progress Reporting and Documentation** – Responder shall provide an outline of proposed progress and status reports. This includes, but is not limited to, timing of deliverables, analysis updates, and contingency plans for disruption in project progress.
- **Project Team** – Responder shall include an organization chart identifying all personnel involved in the project. One-page resumes of managers, senior technical staff and other key personnel should be included.
- **Sub-contractors** – The Responder shall submit the names and qualifications of any sub-contractors.
- **Current Workload and Projects** – A tabulation of the Responder's current project workload and projects is to be included.
- **Similar Project Experience** – The Responder shall include a short narrative description of any similar projects undertaken in the past five (5) years. The description should include key personnel, project scope, and outcomes.
- **Project Approach** – Responder shall provide an approach and scope of work from project initiation to completion. This component will outline analysis methods, data processing, and the routine of generalized tasks.

- Hardware Capabilities – The Responder shall provide a detailed inventory and description of the hardware and devices used in data analysis, development, and processing. Specifically include GIS and photogrammetric hardware capabilities.
- Software Capabilities - The Responder shall provide a detailed inventory and description of the software used in data collection, development, and processing. Specifically include GIS and photogrammetric software capabilities.
- Client References - The Responder shall provide no less than three (3) project-relevant references in this section. These references must have utilized the Responder’s services in the past five (5) years. Reference requirements and authorization of release are contained in **Attachment A**.
- Minority and Women Owned Business Status – A statement of the Responder’s status as a minority or women owned business is to be included.
- Pricing and Fee Scheduling – The responder shall include, in detail, the proposed pricing and fee schedules for this project. Pricing should reflect required and proposed data content and be outlined as per *Section 4.3.1* of this document.

### **4.3 Instructions for the Contents of Pricing Package**

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

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

#### **4.3.1 Pricing Package Structure**

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

Tier 1 – Pricing for an assessment of tree canopy cover for approximately 38.3 square miles at one (1) meter GSD (ground sampling distance) or better; technical report detailing methods, results\*, data quality and accuracy, general findings and recommendations for appropriate usage of data, and including appropriate citations.

\* No spatial analysis is necessary or desired.

Tier 2 – Pricing for Tier 1 products with additional costing for classification of deciduous and coniferous trees.

Tier 3 – Pricing for Tier 1 products with additional costing for Anderson Level 1 landcover classification including at least the following: Forest, Urban, Grass/Open Space, Water, Bare Land, with a preference for Impervious Surfaces.

Tier 4 – Pricing for Tier 1 and Tier 2 products with additional costing for Anderson Level 1 landcover classification including at least the following: Forest, Urban, Grass/Open Space, Water, Bare Land, with a preference for Impervious Surfaces.

‡ Responders are encouraged to offer additional pricing options as they see fit

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

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

**REFERENCE 1**

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

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

Type of Services Provided: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

**REFERENCE 2**

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

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

Type of Services Provided: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

**REFERENCE 3**

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

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

Type of Services Provided: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

**RELEASE AUTHORIZATION FOR REFERENCE CHECK**

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

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

Signature of Authorized Representative: \_\_\_\_\_

Representative name and title: \_\_\_\_\_

## Attachment B – Sample Professional Services Contract

THURSTON COUNTY/\_\_\_\_\_.

**THIS CONTRACT** is entered into in duplicate originals between **THURSTON COUNTY**, a municipal corporation, with its principal offices at 2000 Lakeridge Drive S.W., Olympia, Washington 98502, hereinafter “**COUNTY**,” and \_\_\_\_\_, with its principal offices at \_\_\_\_\_, hereinafter “**CONTRACTOR**.”

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

### 1. DURATION OF CONTRACT

The term of this Contract shall begin on the date last executed below, and shall terminate on \_\_\_\_\_.

### 2. SERVICES PROVIDED BY THE CONTRACTOR

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

The CONTRACTOR shall perform the following services:

\_\_\_\_\_

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

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

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

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

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

### 3. SERVICES PROVIDED BY THE COUNTY

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

a. Relevant information as exists to assist the CONTRACTOR with the performance of the CONTRACTOR’S services.

b. Coordination with other County Departments or other Consultants as necessary for the performance of the CONTRACTOR’S services.

c. Services documents, or other information identified in Exhibit A.

**4. CONTRACT REPRESENTATIVES**

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

a. For CONTRACTOR:

Name of Representative: \_\_\_\_\_

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

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

City, State and Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

b. For COUNTY:

Name of Representative: \_\_\_\_\_

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

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

City, State and Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**5. COMPENSATION**

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

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

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

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

e. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, then the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty until such failure to perform is cured or otherwise

adjudicated. "Substantial" for purposes of this Contract means faithfully fulfilling the terms of the contract with variances only for technical or minor omissions or defects.

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

## 6. AMENDMENTS AND CHANGES IN WORK

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

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

## 7. HOLD HARMLESS AND INDEMNIFICATION

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

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

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

## 8. INSURANCE

a. **Professional Legal Liability:** The CONTRACTOR, if he is a licensed professional, shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the

CONTRACTOR'S profession and shall be written subject to limits of not less than \$ N/A per loss.

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

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

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

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

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

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

**e. Other Insurance Provisions:**

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

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

- i. Certificates of Insurance shall show the Certificate Holder as Thurston County and include c/o of the Office or Department issuing the Contract. The address of the Certificate Holder shall be shown as the current address of the Office or Department.
- ii. Written notice of cancellation or change shall be mailed to the COUNTY at the following address:
  - Attn: Risk Analyst
  - Human Resources
  - 2000 Lakeridge Drive S.W.
  - Olympia, Washington 98502
- iii. The CONTRACTOR shall furnish the COUNTY with properly executed certificated of insurance or a signed policy endorsement which shall clearly evidence all insurance required in this section prior to commencement of services. The certificate will, at a minimum, list limits of liability and coverage.

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

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

## 9. **TERMINATION**

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

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

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

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

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

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

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

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

## 12. **INDEPENDENT CONTRACTOR**

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

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

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

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

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

### 13. **COMPLIANCE WITH LAWS**

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

### 14. **INSPECTION OF BOOKS AND RECORDS**

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

### 15. **NONDISCRIMINATION**

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

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

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

those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless therefore to the extent such use is agreed to in writing by the CONTRACTOR.

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

17. **DISPUTES**

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

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

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

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

19. **SEVERABILITY**

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

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

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

20. **ENTIRE AGREEMENT**

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

21. **NOTICES**

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

receipt during working hours. If a facsimile is sent after working hours, it shall be effective at the beginning of the next working day.

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

CONTRACTOR:

Thurston County, Washington

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

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

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

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

Signature: \_\_\_\_\_

(Authorized Representative)

Date \_\_\_\_\_

Date \_\_\_\_\_

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

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

\_\_\_\_\_

**Approved as to Form by the Prosecuting Attorney's Office**

Reviewed 1/5/05

EXHIBIT A

PROFESSIONAL SERVICES CONTRACT

THURSTON COUNTY/\_\_\_\_\_

**SCOPE OF SERVICES**

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

EXHIBIT B

**PROFESSIONAL SERVICES CONTRACT**

THURSTON COUNTY/\_\_\_\_\_

**COMPENSATION**

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