



Spokane County
WASHINGTON

Purchasing Department

March 30, 2022

REQUEST FOR PROPOSALS (RFP) P12851

**AMERICAN RESCUE PLAN EXPENDITURE
CATEGORY: ADDRESSING DRINKING WATER - TRANSMISSION & DISTRIBUTION**

Submittals from minority, women and disadvantaged business enterprises are encouraged

SUBMITTAL DEADLINE	SUBMIT
3:00 P.M. Local, April 20, 2022	One (1) electronic copy

Prepared By:
Victor Leamer, Senior Buyer

Prepared For:
Board of County Commissioners

Important Notice: All inquiries, concerns, questions, or clarifications regarding this procurement must be submitted via www.publicpurchase.com. The County will officially respond to questions via www.publicpurchase.com, thus providing all questions and answers to all prospective Offerors. Offerors shall not contact any other County employees. *Contact with other County staff could be reason for disqualification.*

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REQUEST FOR PROPOSALS

1. DEFINITIONS: For clarification and the purpose of brevity, the following definitions will be used throughout these specifications:

1. "Bid" same as submittal.
2. "Company" see entity.
3. "Consultant" same as "Contractor" for the purposes of this RFP.
4. "Contractor" refers to the person or entity awarded a contract resulting from this RFP.
5. "County" refers to Spokane County Washington, a political subdivision of the State of Washington.
6. "Department" refers to the Central Services.
7. "Entity"¹ - refers to a Firm, company or a person working through a sole proprietorship or other legal organizational structure.
8. "Firm" refers to a person or entity.
10. "Person" - see entity.
11. "Proposal" a submittal in response to this RFP.
12. "Respondent" refers to a person, Firm or entity submitting a response to the RFP.
13. "Services" or "professional services" means services rendered by any person or Firm contracting to perform activities within the scope of this RFP.

¹ Unless otherwise specified newly established entities will be given consideration if they are able to demonstrate a history of experience as indicated in their response to this RFP by their key personnel who will be assigned to this project.

NOTE: For the purposes of the response section it shall be understood that the use of any form of the word "you, your, company, Firm and other such similar words" refers to the Respondent

2. NO RESPONSE STATEMENT: Vendors who are unable to or do not wish to submit a response are encouraged to complete and return the enclosed No Response Statement form. Return of the form will help us keep our solicitation lists up to date, minimize printing and distribution costs and stop inconveniencing Vendors with what they might perceive as "junk mail". Therefore, to help achieve our goal if no response to this solicitation is received by a vendor after two consecutive mailings, the vendor may be deleted from our vendor mailing list for this type of commodity item.

3. SERVICES DESIRED: The purpose of this Request for Proposal (RFP) is to enter into contract with a contractor to provide drinking water line replacement and new installation for Spokane County. This project is solely funded by funds received through the United States Department of Treasury under the American Rescue Plan (ARP)/Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) - Catalog of Federal Domestic Assistance (CFDA) number 21.027. Submitting a proposal indicates acceptance of all requirements listed within ARP/CSLFRF CFDA 21.027 Funds document (Attachment H).

4. PROJECT LOCATION: Spokane County, Washington

5. PERFORMANCE OF SERVICES: The County intends that the Firm awarded a contract will perform the work commencing upon the notice to proceed and terminate upon project completion unless terminated sooner with written notification by the County.

The designation of a Firm as "most advantageous" by the County, taking into account all criteria including the pricing data, is not intended to be nor will it be a guarantee that all services required by the County, appropriate to a Firm of its type, will be exclusively performed by that Firm. The County retains the right to award work, on this or any other project, to other Firms.

6. SELECTION SCHEDULE: *(The following dates are based upon initial planning and should be considered tentative.)*

EVENT	DATE
1. RFP issued	March 30, 2022
3. Comment Period (Questions Due)	April 8, 2022, 3:00 PM Local
4. Question Responses Returned	April 13, 2022
5. Proposals Due	April 20, 2022, 3:00 PM Local
6. Begin / Complete Evaluations	Week of April 25, 2022
7. Interviews finalists (if conducted)	Week of May 2, 2022
7. Clarification/Negotiations	Week of May 9, 2022
8. Anticipated Notice of Award	May 17, 2022

Spokane County is committed to reducing costs and facilitating quicker communication to the community by using electronic means to convey information. As such, most Invitations to Bid, Requests for Proposal, and Requests for Qualifications as well as related exhibits, appendices, and issued addenda can be found on the Public Purchase Web Site, located at www.publicpurchase.com.

Offerors may view and download RFP documents from www.publicpurchase.com, via the County’s website ([link](#)). Offerors using a form not obtained www.publicpurchase.com risk not receiving necessary addenda, possibly eliminating their proposal from consideration.

After submittals, have been opened in public, the County will post a listing of the businesses submitting proposals, and any final award determination made.

7. SELECTION PROCESS: A recommendation committee will rank all proper submittals based on the attached weighted evaluation criteria set forth in this packet. From these rankings either a recommendation to select the most competitive respondent will be made or a “short list” of leading candidates will be developed for the purpose of interviews. Proposers may or may not be interviewed and the County reserves the right to conduct interviews at its sole option. Spokane County will be the sole judge of the most competitive respondent. Spokane County reserves the right to select a respondent based solely on the written response to the evaluation criteria. Only complete submittals will be evaluated.

8. INTERVIEWS: Interviews are not a mandatory part of this process. Interviews will be held at the sole option of the County. If interviews are conducted firms should plan to have key personnel on their interview teams who most likely would be assigned to the work on such on call project(s). Short listed firms may be asked to provide supplemental or additional information for review by the committee prior to the interviews.

The County reserves the right to utilize new or revised evaluation criteria and weights to be used in evaluation of the firms being interviewed. If changes are made to the criteria or weights they will be reduced to writing and be sent to the interview candidates prior to the conduct of the interviews.

Committee members will use the applicable evaluation criteria and weights to evaluate interview information. Previous clients may be contacted as part of the evaluation process. The recommendation committee will rank the firms interviewed and present their recommendation to the Board of County Commissioners for selection of the most competitive firm.

9. ADDENDA TO THE REQUEST FOR PROPOSAL: Only those clarifications or interpretations of the documents that have been issued by written addenda by the Spokane County Purchasing Department will be official. Clarifications given during the submittal process by the County to respondent's questions will be considered informal and unofficial. The county shall not be held responsible for oral interpretations. Should any apparent discrepancies, omissions, or doubt as to meaning be found in the document the respondent shall at once notify the person designated to answer

administrative questions.

Acknowledge receipt of addenda in Attachment A, Part 1D. Failure to provide acknowledgment may result in the submittal being rejected as not responsive.

10. EVALUATION COMMITTEE: Typically, evaluation committees try to review all presentations at one sitting in order to facilitate continuity, which, in turn, helps improve the consistency of the individual scoring. Due to the number of Firms that usually respond as well as a limited amount of time available for review it is strongly recommended that the response be concise and to the point.

The identity of the evaluation committee will not be revealed until after selection of a respondent has been made. Contact with a committee member prior to selection of a respondent may be grounds for removal of the respondent from consideration.

Unnecessarily elaborate responses beyond that sufficient to present a complete and effective response are not desired and may be construed as an indication of the respondent's lack of cost consciousness. Unless specifically requested in the RFP, lengthy narratives, expensive paper, specialized binding, and other extraneous presentation materials are neither necessary nor desired.

11. SUBMITTAL: The respondent has the sole responsibility to ensure its response is in the possession of the Spokane County Purchasing Department by the appointed date and time.

12. SUBMITTAL CONTENTS: The submittal response consists of the information requested for the items listed in the Request for Proposal Section. Any material submitted for consideration must be incorporated in each response copy. A single set of material will not be reviewed unless specifically requested by the County elsewhere in this document. Submissions will become part of the official records for this request for proposal and cannot be returned.

Submissions will become part of the official records for this request for professional qualifications and cannot be returned.

13. ELECTRONIC PROPOSAL SUBMITTAL:

- A. Proposals shall be submitted electronically through the Public Purchase website. Proposals delivered by hand, fax, telephone or email or any postal carrier will not be accepted.
 - 1. Offerors must be registered with PublicPurchase.com.
 - 2. Register as early as possible and do not wait until the due date as the registration process may take up to 24 hours to complete.
 - 3. If you have any questions on how to respond to electronic submittals, contact vendor support at www.publicpurchase.com through Live Chat in the upper left corner of the webpage or email support@publicpurchase.com. Public Purchase staff is available Monday – Friday, 8 am to 5 pm Central Time.
- B. Electronic submittal shall be limited to the documents specified in the RFP document and shall not include additional brochures, booklets or other sales material that are not specifically requested in the RFP.
 - 1. Spokane County cannot guarantee internet access. It is strongly recommended that you respond 24 hours prior to the proposal closing date and time for submittal.
 - 2. The County is unable to verify if a proposal has been successfully uploaded in Public Purchase. The Public Purchase system places all submissions into a virtual lock box where they cannot be viewed by the County until after the due date and time.
 - 3. Offerors can check their submission by returning to the home page of Public Purchase. The proposal will be shown in the “Bids Responding To” section. **DO NOT EMAIL A COPY OF YOUR PROPOSAL TO THE COUNTY.**

3. The Public Purchase website will not allow proposals to be uploaded after the due date and time established. Offerors accept all risks for uploading their proposal by the due date and time for submittal.
- C. If an Offeror uploads a file to Public Purchase, it is the Offeror's responsibility to ensure the file is not corrupt or damaged. If the County is unable to open an attachment because it is damaged, corrupt, infected, etc., the County may disqualify the Offeror's submission.

14. PACKAGING: Submit one (1) Electronic copy (Word or searchable PDF)

15. DELIVERY: Submittals must be received on the day, date, time and location stipulated on the cover sheet. Submittals delivered late may be rejected as non-responsive and be returned unopened.

16. SUBMITTAL DEADLINE: It is the sole responsibility of the respondent to ensure that their submittal is in the possession of the Spokane County Purchasing Department by the appointed date and time. Spokane County shall assume no responsibility for any delay in U.S., County, or any other mail service resulting in a submittal being received late by the Purchasing Department.

17. WITHDRAWAL OF SUBMITTAL: Each proposal shall constitute an offer to the County as outlined therein and shall be irrevocable after the submittal deadline. A Firm may withdraw its proposal by giving written notice to the County at the place such proposals are to be received and at any time prior to the time and date of the submittal deadline. Such withdrawal shall not preclude the submission of another proposal prior to the time and date set for the submittal deadline. After the submittal deadline, submittals may not be withdrawn for a period exceeding sixty (60) days after the submittal deadline except at the County's option.

18. SUBMITTAL REJECTION: Spokane County reserves the right to reject any or all Proposals, portions or parts thereof and to waive all minor irregularities. The Board of County Commissioners may reject any or all submittals for good cause.

19. CONFIDENTIAL/PROPRIETARY PROPOSAL MATERIAL

19.1. The Washington Public Disclosure Act, Chapter 42.56 RCW ("Public Records Act") exempts the following information from public disclosure:

19.1.1. Valuable Formulae, Designs, Drawings, Computer Source Code or Object Code, and Research Data".

19.1.2. Proprietary data, trade secrets, or other information that relates to: (a) A vendor's unique methods of conducting business; (b) data unique to the product or services of the vendor. "Trade Secrets" are defined as information, including a formula, pattern, compilation, program, device, method, technique, or process that: (a) Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

19.2. Any information contained in the proposal that is considered confidential/proprietary must be clearly designated and marked. Marking of the entire proposal or entire sections as confidential/proprietary will not be honored and may render the submittal as non-responsive. Marking of pricing as confidential/proprietary will not be honored.

19.3. Proposals submitted to Spokane County for consideration will be held in confidence, and not be made available to other vendors for review or comparison until after award and contract execution.

19.4. If a request is made to view a proposer's confidential/proprietary documents, records, or information, Spokane County will comply strictly with the Public Records Act.

19.4.1. Spokane County shall notify the proposer in writing of the public records request as provided in RCW 42.56.520. Within ten (10) days of this notice, the affected proposer will be asked to provide the legal basis under which such documents are not subject to disclosure under the Public Records Act. Additionally, County legal staff will review the documents requested to determine whether or not the documents are subject to disclosure under that act. Spokane County will be the sole judge as to the records, documents or information that constitutes public information.

19.4.2. The proposer shall be notified in writing if Spokane County determines that the documents, records, or information are subject to disclosure. The proposer shall take such legal actions as it deems necessary to protect its interests. If the proposer has not commenced such actions within five (5) calendar days after receipt of the notice that Spokane County legal staff has determined such documents are subject to disclosure and provided Spokane County written notice of the actions, Spokane County may make such portions available for review and copying by the public as Spokane County, in its sole judgment as to the records, documents or information that constitute public information under the Public Records Act.

19.5. Defense and Reimbursement Obligations:

19.5.1. The proposer asserting that portions of its proposal can be legally protected shall bear all costs of defending such assertion, including indemnifying and reimbursing Spokane County for its administrative, expert and legal costs and judgments involved in defending itself in actions arising from such assertions by the proposer including (without limitation) any assessments as provided by statute.

19.5.2. By submitting a proposal with portions marked “Confidential” or “Proprietary or Business Trade Secrets” or “Valuable Formulae, Designs, Drawings, Computer Source Code or Object Code, or Research Data” or the like, the proposer has thereby agreed to the provisions of this section, including the defense and reimbursement obligations. **If these terms are not acceptable, a proposer should consider not replying to this Request for Proposal/Qualifications or Solicitation for Bids.**

ATTACHMENT A - RESPONSE TO REQUEST FOR PROPOSALS

PART 1 - COVER SHEET

A. Name of Contracting Party: _____

B. Name of Contact Person: _____

Title: _____

Telephone Number Including Area Code: _____

Fax Number Including Area Code: _____

Email Address: _____

C. The Name and Title of the Person Authorized to Execute a Contract on Behalf of the Firm.

Print Name of Person: _____

Title: _____

By: _____

Signature

D. AUTHORSHIP: Applicants must identify any assistance provided by agencies or individuals outside the proposer's own organization in preparing the proposal. No contingent fees for such assistance will be allowed to be paid under any contract resulting from this RFP. All proposals submitted become the property of Spokane County. It is understood and agreed that the prospective Contractor claims no proprietary rights to the ideas and written materials contained in or attached to the proposal submitted.

Did outside individuals/agencies assist with preparation of this RFP? YES NO

If "Yes", please describe:

E. RECEIPT OF ADDENDA: All official clarifications or interpretations of the proposal documents will be by written addenda only. Contractor acknowledges receipt of the following addenda if any:

Addendum No.	Dated	Addendum No.	Dated	Addendum No.	Dated	Addendum No.	Dated

PART 2 - ADMINISTRATIVE INFORMATION

A. PROPOSER:

1. Name of Contracting Party:
2. Physical Address:
3. Mailing Address Including Zip Code:
4. Remit To Address Including Zip Code:
5. Telephone Number Including Area Code:
6. Fax Number Including Area Code:
7. E-Mail Address for Business Correspondence:
8. Website:
9. Federal Tax Identification Number:
10. Washington State UBI Number if Issued:
11. State Industrial Account Identification Number if Issued:

12. The following statements of experience, personnel, and general qualifications of the Contractor are submitted with assurance that the owner can rely on its accuracy and truthfulness. I more space is required for your answers, please attach a continuation sheet(s) to the corresponding Proposal response page referencing the item number:

(a) The company has been in business continuously from (month/year): _____

(b) The company has had experience comparable to that required under the proposed contract:

I. As a prime contractor for _____ years.

II. As a subcontractor for _____ years.

B. INSURANCE COMPANY:

1. Name of Company:
2. Mailing Address Including Zip Code:
3. Insurance Agent Name:
4. Insurance Agent Telephone Number Including Area Code:
5. Insurance Agent Fax Number Including Area Code:

PART 3 - CERTIFICATIONS AND ASSURANCES

We make the following certifications and assurances as a required element of the Proposal to Spokane County which is attached, understanding the truthfulness of the facts affirmed here and the continuing compliance with these requirements and all requirements of Request for Proposal P12851 are conditions precedent to the award or continuation of the related Agreement(s) and that:

1. In preparing this Proposal, we have not been assisted by any current or former employee of Spokane County whose duties relate, or did relate, to this RFP, or prospective Agreement, 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 Proposal. Any exceptions to these assurances are described in full detail on a separate page and attached to this document; and

2. No officer or employee of the County, having the power or duty to perform an official act or action related to this submittal, shall have or acquire any interest in this submittal, or have solicited, accepted or granted a present or future gift, favor, service, or other thing of value from or to any person involved in this submittal; and

3. We understand that Spokane County can terminate the project at any point. The Contractor shall neither have nor assert any claim for, nor be entitled to any additional compensation for damages or for loss of anticipated profits on work that is eliminated and that the County would make reimbursement for satisfactory work completed; and

4. We understand that Spokane County will not reimburse us for any costs incurred in the preparation of this Proposal. All proposals become the property of Spokane County, and we claim no proprietary right to the ideas, writings, items or samples unless so stated in the Proposal. Submission of the attached Proposal constitutes agreement to abide by the procedures described in the RFP document; and

5. We understand that any Agreement awarded as a result of the Proposal will incorporate the RFP requirements of Spokane County, and agreement terms appearing in the RFP. Submission of a response and execution of this Certifications and Assurances document certify the respondent's willingness to comply with these or substantially similar terms if selected as a Contractor. It is further understood that under no circumstances will a respondent-submitted contract/agreement be considered as a replacement for the terms and conditions appearing in RFP; and

6. In submitting this Proposal that we have read and understand the proposal documents, that we have visited the site and/or have otherwise familiarized our self with the local conditions under which the work is to be performed, that by signature of this proposal we are acknowledging all requirements and signed all certificates contained herein. and that no allowance will be sought after proposals are received for oversight, omission, error, or by our mistake; and

7. In submitting the submittal to do the work or furnish goods and services as outlined in the Contract Specifications, I hereby certify that we have not been debarred, suspended, ineligible for, or otherwise excluded from participation in Federal Assistance programs under Executive Order 12549, Title 31 U.S. Code 6101 Note, Executive Order 12549, Executive Order 12689, Title 48 Codified Federal Regulation 9.404, "Debarment and Suspension". Further I certify that this Firm will not contract with a subcontractor that is likewise debarred, suspended, ineligible for, or otherwise excluded, as referenced in the foregoing Executive Orders, U.S. Codes and Codified Federal Regulations; and

8. In submitting this response as outlined in the specifications, I hereby certify that we have not been debarred, suspended or in any way are excluded from procurement actions by any State or Local governmental agency. We fully understand that, if information contrary to this certification subsequently becomes available, such evidence may be grounds for non-award or nullification of the Contract; and

9. The proposal satisfies any mandatory requirements of this RFP, if any have been identified as such; and

10. Pricing data, when called for, have been determined independently, without consultation, communication or

agreement with others for the purpose of restricting competition; and

11. All the terms and conditions in our proposal including prices, will remain in effect for a minimum of 90 days after the proposal submittal due date and time and further it is understood that a proposal that specifies an expiration in less than 90 days will be considered non-responsive and will be rejected; and

12. We represent and warrant that if any products are furnished they will have been designed and manufactured to meet Federal and Washington State safety and health regulations that will be in effect at the time of their shipment to the County. We further agree to indemnify and hold harmless the County from all damages assessed against the County as a result of the failure of the items furnished under this Agreement to so comply; and

13. In addition to the foregoing certifications and assurances I certify that to the best of my knowledge and belief the information contained in this proposal is accurate and complete and that I have the legal authority to commit this agency to a contractual agreement. I realize the final funding for any service is based upon annual budget amounts approved by the Spokane County Board of County Commissioners.

CERTIFICATION

Signature, Administrator, or Applicant Agency

Date

print name and title

BENEFICIAL INTEREST DISCLOSURE STATEMENT

In accordance with Chapter 42.23 RCW respondents must disclose any and all personal relatives, or any relatives of the respondent's employees or subcontractors, who are presently employed by Spokane County, or who stand to realize any financial gain, or beneficial interest, if a contract is awarded to the respondent or any subcontractor of the respondent for the work of this request for proposals.

The respondent certifies below that there are no persons, meeting the criteria above, have any beneficial interest in the work of this request for proposals. (CHECK YES OR NO BELOW).

YES NO

If NO, list below, the name of the person, organization and relationship and interest. (Add additional pages if necessary).

CERTIFICATION

Signature, Administrator, or Applicant Agency

Date

print name and title

PART 4 - KNOWLEDGE AND EXPERIENCE

Proposal responses should focus on requirements listed in Parts 4-9 along with Attachment F.

A. Minimum Qualifications. Responses to the items in this part must confirm the following minimum qualifications:

1. Experience working with public agencies with a firm providing an implementation plan for addressing Drinking Water Transmission & Distribution.

B. Knowledge And Experience: The following statements of experience, personnel, and general qualifications of the Contractor are submitted with the assurance that the owner can rely on its accuracy and truthfulness. If more space is required for your answers, please attach a continuation sheet(s) to the corresponding Proposal response page referencing the item number.

1. Provide an executive summary highlighting your offer outlining the benefits to the County and why your offer should be determined to be the most advantageous to Spokane County.

2. Business Operations Of The Firm (Operational History).

- a. List the number of years the firm has been in business continuously.

- b. List the names and number of years the firm has been in business under current or previous names or additional assumed business names.

3. Business Operations Of The Firm (Financial History).

- a. Has the company ever filed for Chapter 11 or Chapter 7 bankruptcy? If the company has, give details.

4. Business Operations Of The Firm (Legal History).

- a. List the caption, cause number, court, counsel, and general summary of any litigation pending or judgment rendered within the past 5 years against the proposer (if none, type N/A and skip to Question 5).

- b. Note the extent, if any, to which the firm, association or corporation or any person in a controlling capacity associated therewith or any position involving the administration of federal, State or local funds; is currently under suspension, debarment, voluntary exclusion, or determination of eligibility by any agency; has been suspended, debarred, voluntarily excluded or determined ineligible by any agency within the past 3 years; does have a proposed debarment pending; has been indicted, convicted or has a civil judgment rendered against said person, firm, association or corporation by a court of competent jurisdiction in any matter involving fraud or misconduct with the past 5 years.

- c. List all engagements the company has undertaken in the last five years which have resulted in:

- 1) Arbitration or litigation and the disposition of the cases.

- 2) Claims being filed by any Federal, State or Local Governmental agency or individual.

- 3) Liens filed by suppliers or subcontractors. List with whom, for what, and the dollar amount.

5. Describe your experience providing the work and services specified.

- a. Describe your company.

b. Describe your experience providing the work and services specified.

c. List at least two projects with whom you or your key personnel have provided similar services in the past two years. The services should have been for a client similar in size of the County and the work of similar nature and complexity to that described. Describe the projects to include how they demonstrate that you have the experience necessary and in what ways they are similar to the work contemplated. Also, include a brief description of you or your key personnel's specific involvement in each. For each project identified, you shall provide at least the following information, as applicable:

- 1) Client (firm) name and location
- 2) Client contract name, address, and telephone number
- 3) The owner of the facility or system
- 4) A description of the services performed
- 5) The dollar value of the contract
- 6) Key personnel who worked on the projects and indicate if they would be working on this project and in what capacity

6. Describe your organization as it relates to administrative and support staff and the resources that are contemplated to be utilized to provide the services sought.

7. Specification Compliance Questionnaire: The respondent certifies that their proposal response complies in all respects with the attached specification documents, including the minimum specifications (Attachment G).

YES NO If NO, list in detail below, all deviations (use a separate sheet, if necessary):

Signature, Administrator, or Applicant Agency

Date

print name and title

PART 5 - EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE WORK: Describe your organization as it relates to the personnel that will be utilized to provide the services sought. Include, for personnel listed, any professional or State of Washington registrations and/or licenses and what the professional credentials are for. For all personnel to be assigned to the work the firm will note whether the person is a direct employee of the firm (not a contract employee) or not. Note, key personnel must have a history of professionally cooperative project relations without repeated controversy or contentious behavior (as determined by past project references).

A. List the supervisor or supervisory personnel assigned to the work that will be interfacing with the County contract administrator and contract manager during the contract period to include their name, title, role in the contract and years of experience in that role. Provide a resume for each (limit, one single sided page per resume).

B. List all key personnel assigned to the project (if other than those listed in 5A above). Provide a resume for each (limit, one single sided page per resume).

C. List the person(s) who will be assigned to the work and who will be furnishing the work effort on the contract, excluding supervisory or key personnel. Provide a resume for each (limit, one single sided page per resume).

PART 6 - WORK PLAN AND APPROACH:

A. Describe the methods, innovation, and techniques used to explore, develop, control and accomplish work of this RFP.

B. Submit a Work Plan which should identify the Contractor’s intended means and methods with which to accomplish the scope of work identified in the RFP. Copies of sample reports are to be included.

C. List any additional services, procedures or capabilities that you believe could be of benefit to the County which are not specifically required herein but which the firm offers to provide.

D. Use of Subcontractors:

1. If you intend or anticipate using subcontractors please provide the information in Part 4 for each. Affirm your understanding that you will have prime contractor responsibility over such subcontractors.

2. Describe how each subcontractor has the business orientation, licenses, and resources necessary to successfully perform the work to which they will be assigned to perform.

3. Use of Third Party Vendors: List all third-party vendors you intend or anticipate to use. Affirm your understanding that you will have prime contractor responsibility over such vendors.

Signature, Administrator, or Applicant Agency

Date

print name and title

PART 7 - REFERENCES: Provide a list of clients, at least five (5) are desired, for whom you have provided similar services (you must include those listed in Part 4). County staff can not be used as references. The services must have been for clients similar in size to the County and the work of similar nature and complexity to that described. Describe the projects to demonstrate that you have the experience necessary, their similarity to the work contemplated herein and provide a brief description of your specific involvement. For each project identified, you shall provide at least the following information, as applicable:

1. Client (firm) name and location
2. Client contract name, address, and telephone number
3. The owner of the facility or system
4. A description of the services performed
5. The dollar value of the contract
6. Key personnel who worked on the project and indicate if they would be working on this project and in what capacity.

PART 8 - PRICING/FEE FOR SERVICES:

Prepare and submit cost schedule as a separate document (ATTACHMENT G - Cost Schedule). The total cost (lump sum) shall be used in the analysis. The total cost shall include the cost for everything that is necessary to meet the requirements of the County as described in the RFP. This cost shall include (but is not limited to): materials, products, labor, subcontractors, suppliers, equipment, training, fees, overhead, profits, travel, all taxes and all direct and indirect costs.

Should the County desire to offer the Contractor an extension of the Contract for an additional term the County shall begin negotiations with the Contractor on a scope of work and fee approximately ninety (90) days before the end of the current term. If agreement on a scope of work and fee cannot be reached sixty (60) days before the end of the then current term the contract will be allowed to expire.

PART 9 - OTHER: (OPTIONAL) The purpose of Part 9 is to provide a place for the introduction of any other information believed necessary to more fully develop the response.

Signature, Administrator, or Applicant Agency

Date

print name and title

ATTACHMENT B - EVALUATION CRITERIA AND WEIGHTS

It is strongly recommended that this be used as the outline for your response.

Criteria	Description	Evaluation Weight
1. SERVICE DELIVERY ELGIBLITY`		35
a.	Eligible Special Purpose Water District, County of Spokane or other authorized entities such as the members of the Spokane Aquifer Joint Board (SAJB)	
b.	Eligible for Drinking Water State Revolving Fund (DWSRF) administered by the Environmental Protection Agency (EPA).	
c.	Confirmation of adequate groundwater sources. List any experience working with local, state and/or federal government bidding processes and statutory specification requirements	
d.	Confirmation of all licensure for operating requirements	
2. ABILITY TO PERFORM WITHIN TIME/BUDGET LIMITS		25
a.	Completion of SEPA and other EPA/Federal requirements for construction projects including documentation of prevailing wage	
b.	Design Documents Compete and Approved	
c.	Permit Authorization Complete to Proceed	
d.	Construction Package Compete and/or “Shovel Ready”	
e.	Included attachments in the submission of Specifications and Drawings for the full project where the ARP funded component will be applied. (Attachment A)	
a.	Ability to complete project on or before December 31, 2026	
4. FEE AND PRICING SCHEDULE		35
a.	ARP Request is no more than 35% percent of the total budget cost (Attachment G)	
5. RESPONSIVENESS OF SUBMITTAL		5
a.	Complete	
b.	Concise	
c.	Clearly presented information	
TOTAL POSSIBLE POINTS		100

ATTACHMENT C - GENERAL CONDITIONS

FUNDS: All money or dollar amounts referred to in the bid documents will be understood to mean US funds unless otherwise stated.

CONFIDENTIALITY: Trade Secrets, or Valuable Formulae, Designs, Drawings, Computer Source Code or Object Code, or Research Data.

Marking:

Spokane County considers confidentiality of proposals an essential element of maintaining fairness during the evaluation process. However, confidentiality cannot be absolutely guaranteed under Public Records, Chapter 42.56 RCW. Any information contained in the proposal that is considered, by the respondent, to be Confidential, Trade Secrets, or Valuable Formulae, Designs, Drawings, Computer Source Code or Object Code, or Research Data must be clearly designated and marked with the words "Confidential" or "Trade Secrets" or "Valuable Formulae, Designs, Drawings, Computer Source Code or Object Code, or Research Data."

For purposes of this section:

"Trade Secrets" are defined as information, including a formula, pattern, compilation, program, device, method, technique, or process that: (a) Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

"Valuable Formulae, Designs, Drawings, Computer Source Code or Object Code, and Research Data" includes those materials that are exempt from disclosure under Chapter 42.56.270(1) RCW.

Marking of the entire proposal or entire sections as "Confidential", "Trade Secrets" or "Valuable Formulae, Designs, Drawings, Computer Source Code or Object Code, or Research Data" will not be honored and may render the submittal non-responsive. Marking of pricing as "Confidential" or "Trade Secrets" or "Valuable Formulae, Designs, Drawings, Computer Source Code or Object Code, or Research Data" will not be honored.

NON-DISCRIMINATION: The Board hereby notifies all Firms that no person or organization shall be discriminated against on the basis of race, religion, color, age, sex, sexual orientation or national origin in consideration for an award issued pursuant to this advertisement. Additionally, minority business enterprises are encouraged to submit responses to this invitation.

CONTRACT TERM: Contract term will be for a one-year term, through December 31, 2023, with renewal provisions for up to three additional one-year terms.

A contract award will not be final until the County and prospective Contractor have executed a written Agreement. Spokane County reserves the right to make an award without further negotiation of the proposal submitted therefore the proposal should be submitted in final form from a budgetary, technical, and programmatic standpoint. The County may elect, after the selection process, to request clarifications, alterations or changes in the submitted proposal including, but not limited to, prices in order to provide the best service at the best price for the County.

CANCELLATION OF AWARD: Spokane County reserves the right to immediately cancel an award if the Agreement has not been entered into by both Parties or if new regulations or policy makes it necessary to change the program purpose or content, discontinue such programs, or impose funding reductions. In those cases, where negotiation of contract activities is necessary, Spokane County reserves the right to limit the period of negotiation to thirty (30) days after which time funds may be de-obligated.

CONTRACT: Agreements for services will be negotiated on an as needed, project by project, basis utilizing a Scope Of

Work (SOW) and fee approved and accepted by the county and the firm. If an agreement cannot be reached with the selected consultant on a particular project, the next “most advantageous” consultant will be contacted for contract negotiations for that project. No work will be undertaken without a mutually agreed upon statement of work, fee, and contract signed by the parties.

The method of payment will be at the County's sole discretion using any of the following methods:

- a) By warrant (check);
- b) The County's credit card – otherwise referred to as “payment card” or “P-Card”;
- c) Automated Clearing House (ACH);
- d) Electronic Payment (E-Payment, also referred to as e-Payables).

The pricing submitted by the vendor and accepted by the County is inclusive of applicable payment terms, as well as, any and all fees incurred by the vendor in accepting any of the above referenced payment methods. No additional fees or charges shall apply, unless otherwise preapproved by the County. Additionally, unless otherwise set forth in the bid, quote, submittal, and accepted by the County in the contract, payments shall be made in arrears and with payment terms of "Net 30 Days" from the date that the County receives a correct and accurate invoice. An accurate invoice must, in part, reference a valid County contract/agreement or purchase order number.

Contract Administration: The following identifies the titles, roles, duties and responsibilities of the authorized representatives of the Parties under this Agreement.

COUNTY: For the purposes of this Agreement the Spokane County Contract Administrator, Project Manager and Contract Facilitator are defined below:

TABLE – ASSIGNED REPRESENTATIVES OF THE PARTIES	
<p><u>COUNTY CONTRACT ADMINISTRATOR</u> (name), Director Central Services, Spokane County 1026 W Broadway Ave., Spokane, WA 99260 Phone: (509) 477-(phone) Email: (email)</p>	<p><u>COUNTY CONTRACT FACILITATOR</u> Victor Leamer, Senior Buyer Spokane County Purchasing Department 1211 W. Gardner Avenue, 2nd Floor, Spokane, WA 99260 Phone: (509) 477-3693, Fax: (509) 477-6627 Email: vleamer@spokanecounty.org</p>
<p><u>COUNTY PROJECT MANAGER</u> Name Central Services, Spokane County 1026 W Broadway Ave., Spokane, WA 99260 Phone: (509) 477-(name) Email: (email)</p>	<p><u>CONTRACTOR PROJECT MANAGER</u> (Contractor name) (Contractor Representative) (Contractor Address) Phone: ? Fax: ? Email:</p>

County Contract Administrator is the County Department Head or Elected Official, or his/her designee, as identified, on page 1 of this Agreement. On behalf of the County the Contract Administrator’s responsibilities include: (a) performance of all the duties and responsibilities set forth in this Agreement; (b) to serve as liaison with the Campus Security Coordinator for Contractor’s compliance to background check and security access requirements; (c) to anticipate what (if any) County policies may affect or impact this contract and to work to address such issues to ensure compliance and congruity with County policies; (d) the duties and responsibilities listed for the County Project Manager, if not delegated as witnessed by being named in that role as identified in the Purchase Order/Agreement; (e) serving as the primary point of contact in the day to day interaction with the contractor; (f) monitoring, reviewing and determining the acceptability of the contractor’s accomplishment of the scope of work under the Purchase Order/Agreement; (g) the certification and authentication responsibilities as the Disbursing Officer under RCW

42.24.080 in connection with payments made for work performed under the Purchase Order/Agreement; (h) working out contractor performance schedules; (i) causing or initiating changes or modifications to the Purchase Order/Agreement to be coordinated through the County Contract Facilitator which may be subject to approval by the Board of County Commissioners; (j) performance of all other contract administration responsibilities; and (k) **Except for (g) and (j)** the listed duties and responsibilities may be delegated by the Contract Administrator to the Project Manager.

County Project Manager” (also sometimes referred to as "Owner's Project Manager"). If different than the County Contract Administrator, he/she shall be designated by the County Contract Administrator by being identified to perform that role on page 1 of this Agreement. The County Project Manager’s delegated duties and responsibilities include: (a) those listed for the County Contract Administrator, **except items (g) and (j)**; and (b) a preliminary review of the pay requests and pay applications on behalf of the Contract Administrator, but with the Contract Administrator making the final review of pay reviews and payment applications as indicated by item (e) under the County Contract Administrator; and (c) the administration, management or prosecution of all actions, duties and responsibilities to assure compliance, or completion, of the planning, oversight, coordination, execution, installation, construction and closeout of the project.

"County Contract Facilitator" is the Buyer in the Spokane County Purchasing Department assigned by the Purchasing Manager and identified to perform this role on page 1 of this Agreement. The Contract Facilitator’s responsibilities are ministerial in nature and include the following -- each of which are subject to the initiation and final review and approval made by the Contract Administrator, and where applicable, approval by the Board of County Commissioners: (a) the receipt, reviewing and processing of changes and modifications to this Agreement; (b) executing contract term renewals; (c) adding additional users to the Agreement; and (d) processing of any other form of action that could change the Agreement.

Contractor: For the purposes of this Agreement the Contractor Project Manager is identified on page 1 of the Agreement as the Contractor’s representative for the purpose of administering the provisions of this Agreement. The Contractor shall notify the County in writing of a change in its designee.

The Contractor’s Project Manager shall be responsible for ensuring that the deliverables as set forth in this Agreement are furnished by the Contractor.

The Contractor Project Management functions include the provision of contract phase expertise such as: coordination of all contract activities and the responsibility to see to the successful completion of the project in compliance with the design documents at -- or under -- the cost budge and within the agreed timeframe or schedule. The successful completion of a project will depend -- in part -- on overcoming construction obstacles, avoiding construction delays, assuring compliance with the project specifications, verification of the accuracy of contractor progress payment and/or invoice requests, and closely managing “scope creep”.

TERMINATION: The Agreement may be terminated in whole or in part under the following conditions: 1) by mutual written agreement; 2) by the County for breach by the Contractor of any of the obligations or requirements set forth in the contract documents which would, at the option of the County, require the Contractor to assume liability for any and all damages, including the excess of re-procuring similar products or services; 3) for convenience of the County; or 4) by the County for non-appropriation of funds.

Cancellation for Convenience. The County may cancel this Agreement upon written notice. The Contractor may cancel this Agreement upon thirty (30) consecutive calendar day written notice.

Cancellation with Cause. This Agreement may be terminated by the County with cause immediately upon written notice to the Contractor. Unless the Contractor is in breach of this Contract, the Contractor shall be paid for services rendered to the County's satisfaction through the date of termination. Work in progress would be completed at the County's option.

Upon termination of the Contract the Contractor will: 1) stop work on the date and to the extent specified; and

2) terminate and settle all orders and subcontracts relating to the performance of the terminated work; and 3) transfer all work in process, completed work, and other material related to the terminated work to the County; and 4) Continue and complete all parts of the work that have not been terminated; and 5) surrender to the County all files, exhibits, and documents maintained or prepared in conjunction with the provision of services under this Agreement; and 6) surrender and return any County owned and furnished equipment used in conjunction with the provision of services under this Agreement.

TERMINATION WITHOUT CAUSE: Notwithstanding any other provisions contained herein, the County, without cause, may terminate the contract between the Parties by providing written notice to the Contractor. Upon termination under this section: 1) All remaining obligations of the Parties are discharged, but any right based upon breach or performance occurring prior to termination survives; 2) If the reasonable costs of performance incurred by the Contractor prior to termination exceed the amount paid by the County to the Contractor on the Contract Sum, the County shall reimburse the Contractor in the amount of such excess; 3) If the amount paid by the County to the Contractor on the Contract Sum exceeds the reasonable costs of performance incurred by the Contractor prior to termination, the Contractor shall reimburse the County in the amount of such excess; 4) Any funds obtained or retained by the Contractor as provided in 2) or 3) of this paragraph, shall constitute full payment and consideration for the services performed by the Contractor prior to termination.

LAWS, ORDINANCES, PERMITS, and LICENSES: The Contractor must comply with all County, State and Federal ordinances, laws and regulations including O.S.H.A - W.I.S.H.A., to the extent that they may have any bearing on the services to be provided under the terms of this Agreement. The Contractor is solely responsible to secure and pay for any and all applicable permits, licenses or permissions necessary for legal operation. Those items requiring the County to obtain or assist will be at the sole expense of the Contractor.

The Parties specifically agree to observe federal, state and local laws, ordinances and regulations including but not limited to those pertaining to civil rights to the extent that they may have any bearing on either the provision of money under the terms of this Agreement or services provided under the terms of this Agreement.

KEY EMPLOYEES: It is expected that the Project Manager and other key employee(s) upon which the respondent based its qualifications to perform the work of the RFP will be the ones who perform the services on behalf of the respondent. Substitution of the project manager or key employees will require the express written permission of Spokane County. Spokane County may, however, require the removal of any employee and the respondent shall replace such employee upon demand by the County.

INSURANCE: The consultant will be required to carry, for the duration of any contract resulting from this RFP, the insurance types and amounts as set forth in the Insurance Requirements Attachment E.

PROTESTS: PROTEST PROCEDURE: This procedure is available to Consultants who submitted a response to this solicitation document. When the County receives a written protest from a respondent to the RFP the County will not execute a contract for the work with anyone other than the protesting respondent without first providing at least two full County business days' written notice of the County's intent to execute a contract for the work; provided that the protesting respondent submits notice in writing of its protest no later than two full business days following the due date and time to receive responses. Intermediate Saturdays, Sundays, and legal holidays are not counted.

Respondents protesting this procurement shall follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Consultants under this procurement.

All protests must be in writing and be signed by the protesting party or an authorized Agent. The protest must state the grounds for the protest with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included. All protests shall be addressed to the County Purchasing Manager, C/O the Spokane County Purchasing Department, 1211 W. Gardner Ave., 2nd Floor, Spokane, WA 99260 and reference RFP number P12851" and title "Special Purpose Water District: Drinking Water - Transmission & Distribution".

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination or conflict of interest on the part of the evaluator;
- Errors in computing the score;
- Non-compliance with procedures described in the procurement document or Agency policy.

Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as: 1) an evaluator's professional judgment on the quality of a proposal, or 2) Department's assessment of its own and/or other agencies needs or requirements.

Upon receipt of a protest, a protest review will be held by the Purchasing Manager. The Purchasing Manager or an employee delegated by the Purchasing Manager who was not involved in the procurement will consider the record and all available facts and issue a decision within five business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may affect the interest of another Consultant which submitted a proposal, such Consultant will be given an opportunity to submit its views and any relevant information on the protest to the Purchasing Manager.

The final determination of the protest shall:

- Find the protest lacking in merit; or
- Find only technical or harmless errors in the acquisition process and determine the process to be in substantial compliance and reject the protest; or
- Find merit in the protest and provide options which may include:
 - Correct the errors and re-evaluate all proposals, and/or
 - Reissue the solicitation document and begin a new process, or
 - Make other findings and determine other courses of action as appropriate.

If it is determined that the protest is without merit, the County will make award to the apparently successful contractor(s). If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

COPYRIGHTS: The County reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Government purposes:

1. The copyright in any work developed under a contract resulting from this RFP; and
2. Any rights of copyright to which the County or a contractor purchases ownership with funds received from any contract resulting from this RFP.

DEBARRED OR SUSPENDED PARTY: The County will not make any award or permit any award or contract at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

In addition, the County will not make any award or permit any award or contract at any tier to any party which is debarred, suspended or in any way is excluded from procurement actions by any State or Local governmental agency. If information becomes available, such evidence may be grounds for non-award or nullification of the Contract.

SUBCONTRACTING: No activities or services included as part of this proposal may be subcontracted to another organization, Firm, or individual without the approval of the County. Such intent to subcontract should be clearly identified where call for in the proposal. It is understood that the Contractor is responsible for the satisfactory accomplishment of the service or activities included in a subcontract.

MAINTENANCE OF RECORDS: The Contractor will maintain, for at least three (3) years after completion of this contract, all relevant records pertaining to the contract. The Contractor shall make available to the County or the Washington State Auditor or their duly authorized representatives, at any time during their normal operating hours, all records, books or pertinent information which the Contractor shall have kept in conjunction with this Agreement and which the County may be required by law to include or make part of its auditing procedures, an audit trail or which may be required for the purpose of funding the services contracted for herein.

PRICE DETERMINATION: The prospective Contractor guarantees that, in connection with this proposal, the prices and/or cost data have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition. This does not preclude or impede the formation of a consortium of companies and/or agencies for purposes of engaging in jointly sponsored programs.

USE OF PROCESS: The County reserves the right to utilize the request for proposal process, for any reason whatsoever, to contract for work regardless of project size, type or estimated fee value.

LIMITATIONS: This RFP does not commit Spokane County to award a contract, or to procure or contract for services or supplies. The County reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with all qualified sources, to waive formalities, to postpone award, or to cancel in part or in its entirety this RFP if it is in the best interest of Spokane County.

A resolution by the Spokane County Board Of County Commissioners declaring a firm or firms as the most advantageous to be eligible to perform on call work referred to in this RFP is not intended, nor will it in any way be construed or considered, to be a contract or an exclusive guarantee to furnish Special Purpose Water District: Drinking Water - Transmission & Distribution associated with this RFP or any other work suitable to a firm of its type whether on the list or not.

Any contract awarded will be nonexclusive and if it be in the County's best interest it may award work to other firms. Any contracts resulting from this request for professional qualifications will be between the County and the provider of services and may be canceled upon written notification by the County.

The production of any schematic design, master plan or any other work produced as part of a scope of work, will not be a guarantee that the firm preparing it will have the exclusive right to perform any or all work associated with them.

EXPENSES: This RFP does not commit the County to pay any costs incurred in the preparation of a response to this RFP or for interviews if they be held. All costs associated with a response to this RFP shall be borne solely by the responding Firm.

INTERPRETATION: Should any discrepancies or omissions be found in the bid specifications, or doubt as to its meaning, bidder shall at once notify the Purchasing Manager in writing. The Purchasing Manager will send written instruction or addenda as required to all interested parties. The County shall not be responsible for oral interpretations. All Addenda issued shall be incorporated into the contract.

REPRESENTATION: In submitting its Proposal the Contractor represents that it has read and understands the proposal documents, that it has visited the site and or is familiarized itself with the local conditions under which the work is to be performed, that by signature of this proposal it is deemed to have acknowledged all requirements and signed all certificates contained herein. No allowance will be made after proposals are received for oversight, omission, error, or mistake by proposer.

SALE OF ADDITIONAL QUANTITIES: In submitting this response the undersigned agrees to sell additional items or provide the same service at the bid price, terms and conditions to Spokane County as well as other public agencies with whom Spokane County has entered into Interlocal Purchase Agreements pursuant to RCW 39.34. The sale of additional quantities, under this paragraph, is contingent upon the seller's review and approval at the time of a requested sale. Any price de-escalation/escalation provisions of this bid proposal shall apply in the case of a sale of additional items.

Seller's right to refuse to sell additional items at the time of request shall be absolute.

ATTACHMENT D - SAMPLE AGREEMENT

PHONE (509) 477-2301



Spokane County
WASHINGTON

FAX (509) 477-6627

Purchasing Department

**PROFESSIONAL/PURCHASED SERVICES AGREEMENT
CONTRACT NUMBER P12851**

TITLE: Special Purpose Water District: Drinking Water - Transmission & Distribution

Contract Type: Firm Fixed Price

Estimated Contract Value: TBD

End of Contract Term: The first term of the Contract is from the date contract is made through December 31, 2023 with three one-year renewal options.

COUNTY:

Spokane County Washington
C/O Spokane County Purchasing Department
1211 W. Gardner Ave., 2nd Floor
Spokane, WA 99260

County Contract Administrator: (name), Central Services, Phone: (509) 477-(phone)
Email: (email)

County Project Manager: (name), Central Services, Phone: (509) 477-phone
Email: (email)

County Contract Facilitator: Victor Leamer, Buyer, Phone: (509) 477-3693
Email: vleamer@spokanecounty.org

CONTRACTOR:

[?Firm name]

[address]

Contact: [?name, title, Phone: (509) ?, Fax: (509) ?

E-mail: ?

WHEREAS, pursuant to the provisions of the Revised Code of Washington, the Board of County Commissioners has the care of County property and the management of County funds and business; and

WHEREAS, Spokane County desires to enter into an Agreement with a Contractor who will provide Special

Purpose Water District: Drinking Water - Transmission & Distribution; and.

WHEREAS, this Agreement is made pursuant to Request For Proposal (RFP) P12851 and [[?Resolution number [?]] dated [?date] as of [?date]] by and between Spokane County, a political subdivision of the State of Washington hereinafter known as the “County” having offices for the transaction of business as listed above and the “Consultant” having offices for the transaction of business as listed above, jointly, hereinafter referred to as the “Parties”.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, the Parties mutually agree as follows:

ARTICLE 1. SERVICES

A. The County hereby engages the Contractor to provide professional services as set forth in Attachment F titled “Scope of Work” attached hereto and incorporated herein by reference and recognizing that time is of the essence in the performance of the work.

B. Services of the Contractor shall be under the general direction of the Contract Administrator, who shall act as the County's representative during the performance of this Contract.

ARTICLE 2. TERM/SCHEDULE

This will be a term contract which will end midnight, TBD.

ARTICLE 3. COMPENSATION

A. The County agrees to make payment in the amount and manner stipulated in Article 33, “Statement of Work and Fee for Services”. There will be no initial payment. Payments shall be made in monthly installments payable after review by the purchasing department and authorization by the head of the department that has budget authority for the work being performed. Said authorization shall be conditioned upon the submittal of an invoice setting forth a breakdown of the services and costs performed in providing the services as set forth.

The method of payment will be at the County's sole discretion using any of the following methods:

- a) By warrant (check);
- b) The County's credit card – otherwise referred to as “payment card” or “P-Card”;
- c) Automated Clearing House (ACH);
- d) Electronic Payment (E-Payment, also referred to as e-Payables).

The pricing submitted by the vendor and accepted by the County is inclusive of applicable payment terms, as well as, any and all fees incurred by the vendor in accepting any of the above referenced payment methods. No additional fees or charges shall apply, unless otherwise preapproved by the County. Additionally, unless otherwise set forth in the bid, quote, submittal, and accepted by the County in the contract, payments shall made in arrears and with payment terms of "Net 30 Days" from the date that the County receives a correct and accurate invoice. An accurate invoice must, in part, reference a valid County contract/agreement or purchase order number.

B. Payment shall be in arrears the later of 30 days from the date of receipt of a correct and proper invoice or date of receipt of acceptable goods/services (not from the postmark date or date shown on the invoice). All billing and correspondence shall be mailed to Spokane County Central Services, 1026 W Broadway Ave., Spokane, WA 99260 to the attention of Jessica Malsom at 509 477-7126 or JMALSOM@spokanecounty.org. All billing and correspondence will clearly display the county contract number.

C. Only payments for services performed are allowed. The Contractor shall invoice the County after the last day of the month for which services were rendered.

D. Cash discounts: If offered and accepted a cash discount period shall apply after receipt of a proper invoice or final acceptance of the goods/services, whichever is later (not from the postmark date or date shown on the invoice).

E. Date of payment of an invoice shall be the date appearing on the warrant issued in payment of the invoice.

F. Moneys past due may bear a finance charge as stipulated by law. The current rate is 1% per month.

G. Contract pricing (fees, commissions, mark-ups, etc.) will remain Firm for the first term of the contract.

ARTICLE 4. PRICE ESCALATION

A. The Contract prices will remain firm for the first term of the Contract. A request for a price escalation will: 1) only be considered for subsequent terms; and 2) must be submitted at least sixty (60) days prior to the end of a current term; and 3) must be approved by the Parties prior to their effective date; and 4) will only be allowed on a pass-through basis (does not result in a higher profit margin than that reflected in the prices awarded in the original proposal. The Contractor will be required to provide sufficient documentation to justify the requested price escalation(s) Spokane County will determine the acceptability of sources. Documentation will include a cost proposal in sufficient detail for the County to perform a cost/price analysis upon which the original proposal was made. An evaluation and/or audit will be performed on the cost proposal as well as other submitted documentation in order to determine if the requested price increase(s) is fair and reasonable. Approval of a price escalation request will be at the sole discretion of Spokane County. Retroactive price increase adjustments will not be considered.

B. If the County does not find the documentation sufficient to support a price escalation request, the County reserves the option to counter offer with an percentage increase up to but not to exceed the percentage based upon the movement of the unadjusted figures of the U.S. Department of Labor Consumer Price Index for all Urban Consumers (CPI-U, U.S. City Average) hereafter called the CPI. The movement period will be of the CPI for the 12-month period ending six months prior to the end of the current term of the contract. The contract price changes, if agreed to by both Parties, shall be binding on the contractor for the subsequent contract year should it be awarded.

C. This escalation/de-escalation provision and its methodology shall be considered to mean and apply to price decreases as well as increases. Price decreases may be considered and implemented at any time during the term of the contract if agreed to by both Parties. If a contract is operating on pricing resulting from the use of the CPI the County reserves the right to initiate a request for a price decrease, based upon the CPI, at any time.

D. Approved price changes will be put into effect through the use of a change order to the Contract.

E. Failure to reach agreement on a request for an increase or decrease in price(s) can, at the sole option of the County, terminate the Contract under the provisions for termination without cause.

ARTICLE 5. PERSONNEL

A. The Contractor represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the County.

B. All of the services required herein under shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

C. Any changes or substitutions on the Contractor's key personnel as may be listed herein must be made known to the County's Contract Manager prior to execution, and written approval granted by the County before said change or substitution can become effective.

D. The Contractor warrants that all services shall be performed by skilled and competent personnel who shall meet or exceed the professional standards in the field(s) of the work and that services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work.

ARTICLE 6. CONTRACTOR’S STANDARD OF CARE

A. The standard of care applicable to Contractor’s services will be the degree of skill and diligence normally employed by professional Contractors performing the same or similar services at the time said services are performed.

B. The Contractor shall be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all reports, plans, specifications and other services furnished by the Contractor under the terms of this Agreement.

C. The Contractor shall, without additional compensation, correct or otherwise revise any errors, omissions, or other deficiencies in the reports, plans, specifications and other similar documents/data prepared or furnished by the Contractor. The Contractor shall also be liable for all damages to the County or the State of Washington, caused solely by Contractor’s negligent performance of any of the services furnished under this Agreement.

D. Approval by the County of any reports, plans, specifications and incidental consulting work or materials furnished shall not relieve the Contractor of the responsibility for the technical adequacy and accuracy of their work.

E. The County’s review, approval or acceptance of, nor payment for, any of the Contractor’s services shall not be construed as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement.

ARTICLE 7. SUBCONTRACTING

A. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor in order to make a determination as to the capability of the subcontractor to perform properly under this Contract.

B. If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the Contractor shall promptly do so, subject to acceptance of the new subcontractor by the County.

ARTICLE 8. AUTHORITY TO PRACTICE

The Contractor hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the County upon request.

ARTICLE 9. NON-SOLICITATION AGREEMENT

Each Party understands that the other Party’s individual employees are some of the most valuable assets within their organization, responsible for the creative forces behind each Party’s advancements in technology and business development. Recognizing the value each Party places on its individual employees and each Party’s interest in retaining its employees, it is agreed that during the term of this Agreement, neither Party shall, directly or indirectly, induce or try to induce any employee of the other Party to leave the employment of the other Party or that of any of its subsidiaries or affiliates to work for another person or company that does or may be expected to compete with the non-soliciting Party or any of its subsidiaries or affiliates.

ARTICLE 10. OBLIGATIONS OF THE COUNTY

A. The County shall provide the Contractor with all data in the County’s possession, including but not limited to, reports, plans, maps, and other information needed by the Contractor to perform its services under this Agreement. The Contractor is entitled to reasonably rely upon the accuracy and timeliness of the information supplied by the County.

B. The County will examine all studies, reports, plans, specifications, proposals and other documents presented by the Contractor, obtain such advice as the County deems appropriate for such examination, and render decisions pertaining thereto within a reasonable time.

ARTICLE 11. INSTRUMENTS OF SERVICE

N/A

ARTICLE 12. PROPRIETARY RIGHTS

The Parties agree that if any patentable or copyrightable materials or articles should result from the work described herein, all rights accruing from such material or articles shall be the sole property of the County. The County, in its absolute and sole discretion, may grant to Consultant, an irrevocable, non-exclusive and royalty-free license to use, according to law, any material or article and use any method that may be developed as part of the work under this contract. The foregoing license shall not apply to existing training materials, consulting aids, checklists and other materials and documents of Consultant developed or modified for use prior to the full execution of this contract, and unrelated to prior contracts with the County.

ARTICLE 13. APPROVAL OF DOCUMENTS

The County's approval of any documents resulting from the services provided by the Contractor shall not relieve the Contractor from its responsibility to comply with the standard of care for performance of its services set forth in this Agreement.

ARTICLE 14. DISCLOSURE

A. The Contractor shall deliver to the County for approval and acceptance, and before eligible for final payment of any amounts due, all documents and materials prepared by and for the County under this Contract. All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the County or at its expense will be kept confidential by the Contractor and will not be disclosed to any other party, directly or indirectly, without the County's prior written consent unless required by a lawful order.

ARTICLE 15. NON-DISCRIMINATION

The Contractor shall not discriminate against any employee who is employed in connection with the work, or against any applicant for such employment, because of race, creed, color, sex, sexual orientation, national origin, marital status, or the presence of any sensory, mental or physical handicap.

ARTICLE 16. INSURANCE

Insurance will be provided in accordance with the specifications, terms, and conditions set forth in Attachment E.

ARTICLE 17. MAINTENANCE OF RECORDS

The Contractor will maintain, for at least three (3) years after completion of this contract, all relevant records pertaining to the contract. The Contractor shall make available to the County or the Washington State Auditor or their duly authorized representatives, at any time during their normal operating hours, all records, books or pertinent information which the Contractor shall have kept in conjunction with this Agreement and which the County may be required by law to include or make part of its auditing procedures, an audit trail or which may be required for the purpose of funding the services contracted for herein.

ARTICLE 18. COMPLIANCE WITH LAWS

The Parties hereto specifically agree to observe federal, state and local laws, ordinances and regulations including but not limited to those pertaining to civil rights to the extent that they may have any bearing on either the provision of money under the terms of this Agreement or services provided under the terms of this Agreement.

ARTICLE 19. ASSIGNMENT

The Contractor may not, without the express written consent of the County, assign, sublet or transfer in whole or in part his interest in this Agreement.

ARTICLE 20. MODIFICATION OF THE AGREEMENT

No modification or amendment to this Agreement shall be valid until the same is reduced to writing, in the form of an amendment, and executed with the same formalities as this present.

ARTICLE 21. MODIFICATIONS OF WORK

A. The County reserves the right to make changes in the Work, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of the County's notification of a contemplated change, the Contractor shall (1) if requested by the County, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the County of any estimated change in the completion date, and (3) advise the County in writing if the contemplated change shall effect the Contractor's ability to meet the completion dates or schedules of this Contract.

B. If the County so instructs in writing, the Contractor shall suspend work on that portion of the Work affected by a contemplated change, pending the County's decision to proceed with the change.

C. If the County elects to make the change, the County shall issue a Contract Amendment or Change Order and the Contractor shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the Parties.

ARTICLE 22. EXCUSABLE DELAYS

A. The Contractor shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the Contractor's control and without its fault or negligence. Such causes may include, but are not limited to: acts of God; the County's omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions.

B. Upon the Contractor's request, the County shall consider the facts and extent of any failure to perform the work and, if the Contractor's failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the County's rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 23. AVAILABILITY OF FUNDS

The County's performance and obligation to pay under this Contract is contingent upon the availability of an annual appropriation for this purpose by Spokane County. In the event of non-appropriation of funds for the services provided under the Agreement, the County will terminate the Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Consultant on receipt of notice (verbal or written) from the contract manager to the extent specified.

ARTICLE 24. TERMINATION

A. The Agreement may be terminated in whole or in part under the following conditions: 1) by mutual written agreement; 2) by the County for breach by the Contractor of any of the obligations or requirements set forth in the contract documents which would, at the option of the County, require the Contractor to assume liability for any and all damages, including the excess of re-procuring similar products or services; 3) for convenience of the County; or 4) by the County for non-appropriation of funds.

B. Cancellation for convenience. The County may cancel this Agreement upon written notice. The Contractor may cancel this Agreement upon thirty (30) consecutive calendar day written notice.

C. Cancellation with cause. This Agreement may be terminated by the County with cause immediately upon written notice to the Contractor. Unless the Contractor is in breach of this Contract, the Contractor shall be paid for services rendered to the County's satisfaction through the date of termination. Work in progress would be completed at the County's option.

D. Upon termination of the Contract the Contractor will: 1) stop work on the date and to the extent specified; and 2) terminate and settle all orders and subcontracts relating to the performance of the terminated work; and 3) transfer all work in process, completed work, and other material related to the terminated work to the County; and 4) Continue and complete all parts of the work that have not been terminated; and 5) surrender to the County all files, exhibits, and documents maintained or prepared in conjunction with the provision of services under this Agreement; and 6) surrender and return any County owned and furnished equipment used in conjunction with the provision of services under this

Agreement.

ARTICLE 25. TERMINATION WITHOUT CAUSE

Notwithstanding any other provisions contained herein, the County, without cause, may terminate the contract between the Parties by providing written notice to the Contractor. Upon termination under this section: 1) All remaining obligations of the Parties are discharged, but any right based upon breach or performance occurring prior to termination survives; 2) If the reasonable costs of performance incurred by the Contractor prior to termination exceed the amount paid by the County to the Contractor on the Contract Sum, the County shall reimburse the Contractor in the amount of such excess; 3) If the amount paid by the County to the Contractor on the Contract Sum exceeds the reasonable costs of performance incurred by the Contractor prior to termination, the Contractor shall reimburse the County in the amount of such excess; 4) Any funds obtained or retained by the Contractor as provided in 2) or 3) of this paragraph, shall constitute full payment and consideration for the services performed by the Contractor prior to termination.

ARTICLE 26. VENUE STIPULATION

This Agreement has and shall be construed as having been made and delivered in the State of Washington, and the laws of the State of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provisions hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington, unless relocation or commencement elsewhere is required by law.

ARTICLE 27. REMEDIES

No remedy herein conferred upon any Party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any Party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 28. WAIVER

No officer, employee, agent or otherwise of the County, has the power, right or authority to waive any of the conditions or provisions of this Agreement. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement or a law shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law. Failure of the County to enforce at any time any of the provisions of this Agreement or to require at any time performance by the Contractor of any provision hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this Agreement or any part hereof, or the right of the County to hereafter enforce each and every such provision.

ARTICLE 29. INDEMNIFICATION

A. The Contractor is an independent contractor and not the agent or employee of the County. No liability shall attach to the County for entering into this contract or because of any act or omission of the Contractor except as expressly provided.

B. The Contractor agrees to defend, indemnify and hold the County harmless from any and all claims, including but not limited to reasonable attorney fees, demands, losses and liabilities to or by third parties arising from, resulting from or connected with services performed or to be performed under this contract by the Contractor, its agents or employees to the fullest extent permitted by law. The Contractor's duty to defend, indemnify and hold the County harmless shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the County, their agents or employees. The Contractor's duty to defend, indemnify and hold the County harmless for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence or (a) the County or Consultant, their agents or employees, and (b) Contractor, its agents or employees shall apply only to the extent of negligence of the Contractor or its agents or employees. Contractor's duty to defend, indemnify and hold the County harmless shall include, as to all claims, demands, losses and liability to which it applies, the County's personnel-related costs, reasonable attorney's fees, court costs and all other claim-related expenses.

C. The Contractor's indemnification shall specifically include all claims for loss liability because of wrongful

payments under the Uniform Commercial Code, or other statutory or contractual liens or rights or third parties, including taxes, accrued or accruing as a result of this contract or work performed or materials furnished directly or indirectly because of this contract.

D. Contractor further agrees that this duty to indemnify County applies regardless of any provisions in RCW Title 51 to the contrary, including but not limited to any immunity of Contractor for liability for injuries to Contractor's workers and employees, and Contractor hereby waives any such immunity for the purpose of this duty to indemnify County.

ARTICLE 30. NOTICES

All notices or other communications given hereunder shall be deemed given on: 1) the day such notices or other communications are received when sent by personal delivery; or 2) the third day following the day on which the same have been mailed by first class delivery, postage prepaid

ARTICLE 31. RELATIONSHIP OF THE PARTIES

A. The Parties intend that an independent Contractor relationship will be created by this Agreement. The County is interested only in the results that could be achieved and the conduct and control of all services will be solely with the Contractor. No agent, employee, servant or otherwise of the Contractor shall be deemed to be an employee, agent, servant, or otherwise of the County for any purpose and the employees of the Contractor are not entitled to any of the benefits that the County provides for County employees. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, subcontractors or otherwise, during the performance of this Agreement.

B. The Contractor does not have the power or authority to bind the County in any promise, agreement, or representation other than specifically provided for in this Agreement.

ARTICLE 32. HEADINGS

The article headings in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to, define, limit, or extend the scope or intent of the articles to which they appertain.

ARTICLE 33. STATEMENT OF WORK

A. Services: No work will begin until the Contractor receives a fully executed copy of the Agreement by the Parties. Compensation will not include fees or change orders caused by the Contractor's errors or omissions.

ARTICLE 34. SPECIAL FEDERAL, STATE AND LOCAL REQUIREMENTS:

2.4.1. Not Applicable.

ARTICLE 35. ANTI-KICKBACK

A. No officer or employee of the County, having the power or duty to perform an official act or action related to this Agreement, shall have or acquire any interest in this Agreement, or have solicited, accepted or granted a present or future gift, favor, service, or other thing of value from or to any person involved in this Agreement.

B. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and then it has not paid or agreed to pay any person, company, corporation, individual, or Firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 36. SUCCESSORS AND ASSIGNS

A. The County and the Contractor each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all] covenants of this Contract. Except as above, neither the County nor the Contractor shall assign, sublet, convey, or transfer its interest in this Contract without the written consent of the other.

B. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Contractor.

ARTICLE 37. CONFLICT OF INTEREST

A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The Contractor further represents that no person having any interest shall be employed for said performance.

B. The Contractor shall promptly notify the County in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion by certified mail within thirty (30) days of receipt of notification by the Contractor. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the County shall so state in the notification and the Contractor shall, at his/her option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Contractor under the terms of this Contract.

ARTICLE 38. ARREARS

The Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 39. RECOVERY OF FUNDS

Whenever, under the contract, any sum of money shall be recoverable from or payable by the Contractor to Spokane County the same amount may be deducted from any sum due to the Contractor under the contract or under any other contract between the Contractor and Spokane County including reasonable attorney fees and or any other collection costs. The rights of Spokane County are in addition and without prejudice to any other right Spokane County may have to claim the amount of any loss or damage suffered by Spokane County on account of the acts or omissions of the Contractor.

ARTICLE 40. ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs, and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 41. CONTACT DOCUMENTS

The Contract Documents consist of this Agreement, all conditions of Spokane County Request For Proposal No P12851 and other documents listed below and all modifications and change orders issued subsequent to the execution of this Agreement. These form a contract and all are as fully a part of the contract as if attached to this Agreement or repeated herein. In the event of a conflict between documents the order of precedence shall be the order listed below. An enumeration of the contract documents is set forth below:

1. Change orders to the Agreement; and
2. This Agreement; and
3. Addenda; and
4. Request For Proposal number P12851; and

5. The proposal of the Contractor herein dated _____.; and

ARTICLE 42. SEVERABILITY

In the event any term or condition of this Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

ARTICLE 43. SPECIAL PROVISION

The County's failure to insist upon the strict performance of any provision of this Agreement or to exercise any right based upon breach thereof or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

ARTICLE 44. PAYMENT OF TAXES

This Agreement is for the employment of the Contractor as an independent contractor. The Contractor holds itself out as an independent contractor doing business as listed above and is solely responsible for paying any and all taxes associated with the work of this Agreement including but not necessarily limited to income and social security taxes.

ARTICLE 45. OTHER EMPLOYMENT

This Contract is not an exclusive services Agreement. The Contractor may take on other professional assignments while completing the work set forth herein.

ARTICLE 46. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto. The Contractor has read and understands all of this Agreement, and now states that no representation, promise, or agreement not expressed in this document has been made to induce the Contractor to execute the same.

ARTICLE 47: EXECUTION AND APPROVAL - The PARTIES warrant that the officers/individuals executing below have been duly authorized to act for and on behalf of the Party for purposes of confirming this Agreement.

ARTICLE 48: COUNTERPARTS - This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

ARTICLE 49: THIRD PARTY BENEFICIARIES - This Agreement is intended for the benefit of the COUNTY and CONTRATOR and not for the benefit of any third parties.

ARTICLE 50: SURVIVAL - Without being exclusive, the Article for Indemnification and the Article for Venue Stipulation of this Agreement shall survive any termination, expiration or determination of invalidity of this Agreement in whole or in part. Any other Articles of this Agreement which, by their sense and context, are intended to survive shall also survive

ATTACHMENT E - INSURANCE REQUIREMENTS

The Contractor shall furnish and maintain all insurance as required herein and comply with all limits, terms and conditions stipulated therein, at their expense, for the duration of the contract. Following is a list of requirements for this contract. Any exclusion that may restrict the required coverage must be pre-approved by the Spokane County Risk Management Department. Work under this contract shall not commence until evidence of all required insurance, policy endorsements and bonding is provided to the County of Spokane. The Contractor's insurer shall have a minimum A.M. Best's rating of A-VII and shall be authorized to do business in the State of Washington. Evidence of such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent for the Contractor and returned to the Spokane County Department with whom the contract is executed. The insurance policy or policies will not be canceled, materially changed or altered without forty-five (45) days prior notice submitted to the Purchasing Department. The policy shall be endorsed and the certificate shall reflect that the County of Spokane is an additional named insured on the Contractor's general liability policy with respect to activities under the contract. The policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

The policy shall be endorsed and the certificate shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by the County shall be excess and not contributory insurance to that provided by the Contractor.

The Contractor shall not commence work, nor shall the Contractor allow any subcontractor to commence work on any subcontract until a Certificate of Insurance with each required policy endorsement, meeting the requirements set forth herein, has been approved by Spokane County Risk Management Department and filed with the department with whom the contract is executed. Upon request, the contractor shall forward to the Spokane County Risk Management Department the original policy, or endorsement obtained, to the Contractor's policy currently in force.

Failure of the Contractor to fully comply with the insurance requirements set forth herein, during the term of the Agreement, shall be considered a material breach of contract and cause for immediate termination of the Agreement at the County's discretion.

Providing coverage in the listed amounts shall not be construed to relieve the Contractor from liability in excess of such amounts.

REQUIRED COVERAGE: The insurance shall provide the minimum coverage as set forth below:

GENERAL LIABILITY INSURANCE: The Contractor shall have Commercial General Liability with limits of \$1,000,000.00 per occurrence, which includes general aggregate, products, completed operation, personal injury, fire damage and medical expense.

ADDITIONAL INSURED ENDORSEMENT: General Liability Insurance must state that Spokane County, its officers, agents and employees, and any other entity specifically required by the provisions of this Agreement will be specifically named additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims. Proof of Additional Insured status shall be submitted in the following ways:

- Forward the insurance policy language that provides "Blanket" additional insured status through contract or to government agencies or,
- A copy of the general liability additional insured endorsement that names "Spokane County, Its Officers, Agents and Employees" as Additional Insured.

PROOF OF BUSINESS AUTOMOBILE INSURANCE: The Contractor shall carry, for the duration of this Agreement, comprehensive automobile liability coverage of \$1,000,000.00 for any vehicle used in conjunction with the provision of services under the terms of this Contract. Said policy shall provide that it shall not be canceled, materially changed, or renewed without forty-five (45) days written notice prior thereto to Spokane County.

WORKERS COMPENSATION: When the company has employees, the Contractor shall carry Worker's Compensation Industrial Injury Insurance coverage and effective in Washington State. Proof of insurance shall be reflected on the Contractor's Certificate of Insurance or by providing the Contractor's State Industrial Account Identification Number. Provision of this number will be the Contractor's assurance that coverage is in effect.

**ATTACHMENT F - SCOPE OF WORK
CONSTRUCTION/TECHNICAL SPECIFICATIONS AND DRAWINGS**

Water Infrastructure Expansion

This work is solely for a Special Purpose Water District included in long term District Master Plan for System and Capital Improvements (10 year). This work includes District Watershed Planning for sustainability, redundancy, long-term availability, and whose function will both any minimize impacts on environment and disruption to constituent services.

The work will be performed in a manner to ensure the adequacy of groundwater sources including, but not limited to Spokane Valley Rathdrum Prairie (WRIA57) and Little Spokane River Aquifer (WRIA55).

The work is intended as a “last dollar” in request where the request constitutes no more than 35% of the total cost. The Project must be “shovel ready” with design documents, permits, SEA and other environmental studies and potential mitigations complete. This work project requires confirmation of project completion before end of 2026.

Proposal: To include specifications and drawings for the full project where the ARP funded component will be applied

ATTACHMENT G – COST SCHEDULE

The total amount to be used in the analysis as it relates to the Spokane County ARP Requested funding level. The total cost shall include the cost of everything necessary to meet the requirements of the County as set forth in the RFP.

Funding Source	Amount
Public Works Board Loan	
Drinking Water State Revolving Loan Fund	
Special Service District Contribution	
Other	
County ARP Request - <i>May Not Exceed 35% of Total Project Cost</i>	
TOTAL PROJECT COST	

ATTACHMENT H – ARP/CSLFRF CFDA 21.027 FUNDING

American Rescue Plan (ARP)
Coronavirus State and Local Fiscal Recovery Funds (CSLFRF)
Funding Authority: U.S. Department of Treasury
CFDA# 21.027 – Coronavirus State and Local Fiscal Recovery Funds

The Contractor specifically agrees to comply with all applicable state and federal laws, rules, regulations, requirements, program guidance, including but not limited to the following:

All applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies including, but not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act (PL 93-288, as amended), Ethics in Public Services (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

Comply with all procurement requirements of 2 CFR Part 200.317 - 200.327. All sole source contracts expected to exceed \$50,000 must be submitted to Spokane County for review and approval prior to the award and execution of a contract.

Any contract awarded to the successful Contractor must contain and/or comply with the following provisions in accordance with 2 CFR Part 200.317 - 200.327:

- Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate;
- Termination for cause and for convenience by Spokane County or the Contractor including the manner by which it will be affected and the basis for settlement;
- Compliance with Executive Order 11246, “Equal Employment Opportunity,” (30 FR 12319, 12935, 3 CFR Part 1964-1965 Comp., p. 339), as amended by Executive Order 11375, as supplemented in Department of Labor regulations (41 CFR Chapter 60);
- For Capital Expenditure that involve the employment of mechanics of laborers: Compliance with the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704) as supplemented by Department of Labor Regulations (29 CFR Part 5);
- For all contracts in excess of \$100,000 with respect to water, sewer, or broadband that involve the employment of mechanics of laborers: Compliance with the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704) as supplemented by Department of Labor Regulations (29 CFR Part 5);
- For construction or repair contracts: Compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145) as supplemented by Department of Labor regulations (29 CFR part 3);
- For construction contracts in excess of \$2,000 when required by Federal grant program legislation: Compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5);
- For construction contracts in excess of \$100,000 that involve the employment of mechanics and laborers: Compliance with the Contract Work Hours and Safety Standard Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5);

- Compliance with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency;
- For contracts in excess of \$150,000: Compliance with all applicable standards, orders or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended;
- Compliance with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act;
- Notice of awarding agency requirements and regulations pertaining to reporting;
- Federal awarding agency requirements and regulations pertaining to copyrights and rights in data;
- Access by Spokane County, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions;
- Retention of all required records for six years after Spokane County makes final payment and all other pending matters are closed;
- Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871);
- Notice of awarding agency requirements and regulations governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards (37 C.F.R. Part 401) and the standard patent rights clause (37 C.F.R. section 401.14);
- Compliance with Executive Order 13858 “Strengthening Buy-American Preferences for Infrastructure Projects” as appropriate and to the extent consistent with law; and
- Compliance with 2 C.F.R. § 200.216, prohibitions regarding certain telecommunications and video surveillance services or equipment are mandated by section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115–232 (2018).

Contractor must comply with Executive Orders 12549 and 12689 and 2 C.F.R. Part 180, which restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Contractor must certify that it is not presently debarred, suspended or proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

Contractor must comply with the requirements of 31 U.S.C. § 3729-3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See also 31 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Contractor must maintain a Conflict of Interest Policy consistent with 2 CFR 200.318(c) that is applicable to all activities funded with the award. All potential conflicts of interest related to this award must be reported to Spokane County and/or U.S. Treasury

Contractor is required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Contractor’s costs must be compliant with 2 CFR Part 200 Subpart E Cost Principles.

Contractor must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, Member of Congress, an officer, or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning an award, making of any federal grant, federal loan, continuation, renewal, amendment or modification of any federal contract, grant loan, or cooperative agreement, and that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this award, the Contractor will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

In the event of the Contractor's noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy, Spokane County may rescind, cancel, or terminate the contract in whole or in part in its sole discretion. The Contractor is responsible for all costs or liability arising from its failure to comply with applicable laws, regulations, executive orders, OMB Circulars, or policies.

CERTIFICATION

Signature, Administrator, or Applicant Agency

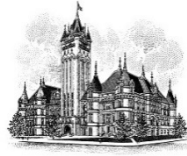
Date

print name and title

ATTACHMENT I – NO RESPONSE STATEMENT

If your firm elects to not submit a response to this Request For Proposals, please complete the “No Response Statement” form and return to the County.

Spokane County Purchasing
Department
1211 W. Gardner Ave, 2nd Floor
Spokane, WA 99260



**RFQ Number: P12851
Special Purpose Water
District: Drinking Water -
Transmission &
Distribution**

WASHINGTON

NO RESPONSE STATEMENT

Attention Victor Leamer, Buyer, Phone: (509) 477-3693, Email: vleamer@spokanecounty.org

Receipt of this completed form will assist us in calling for future submittal work of this nature. Please complete and submit this form prior to the submittal deadline as shown on the Request For Proposals notice or document.

A response to the Request For Proposals is not being submitted for the following reason(s):

- | | |
|--|--|
| <input type="checkbox"/> We do not provide the required services | <input type="checkbox"/> Insufficient time to prepare submittal |
| <input type="checkbox"/> The project scope is too small | <input type="checkbox"/> Licensing restrictions (please explain) |
| <input type="checkbox"/> The project scope is too large | <input type="checkbox"/> Other reasons or additional comments (please explain below) |
| <input type="checkbox"/> Cannot handle due to present work load | |

I / We wish to respond to similar services in the future <input type="checkbox"/> Yes <input type="checkbox"/> No	Authorized Company Official – Signature and Title	Date
Do not write in this space	Firm Name	
	Address	
	City	
	State	Zip Code
	Telephone Number	