

Franklin Conservation District (FCD), Pasco, Washington

IRRIGATION WATER CONSERVATION PROGRAM REQUEST FOR QUALIFICATIONS AND QUOTATIONS RFQQ NO. 1

If you download this RFQQ from the FCD website located at <http://www.franklincd.org/>, you are responsible for sending your name, address, e-mail address and telephone number to the RFQQ Coordinator in order for your organization to receive any RFQQ amendments or bidder questions/FCD answers.

PROJECT TITLE: Irrigation Water Conservation Program

PROPOSAL DUE DATE: January 19, 2010

EXPECTED TIME PERIOD FOR CONTRACT: February 2010 – June 30, 2011

CONSULTANT ELIGIBILITY: This procurement is open to those consultants that satisfy the minimum qualifications stated herein and that are available for work in Washington State.

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1 INTRODUCTION

1.1 PURPOSE AND BACKGROUND

The Washington Department of Ecology (Ecology) has provided funds to the Franklin Conservation District (FCD) and the Washington State Conservation Commission (WSCC) to investigate how irrigation water conservation on farms may change the volume and timing of return flows in a manner that more water might be available a time when it can be appropriated. The purpose of this pilot is to determine whether certain conservation projects could result in the retiming of return flows such that more water is in the Columbia River in July and August (April through August for the Snake River). The motivation for these activities and funding is to find water available for instream and out-of-stream uses by retiming return flows through water efficiency improvements thereby providing a net water savings. While both agricultural and non-agricultural return flows are of interest, the studies to be conducted under this funding will focus on evaluating and documenting the retiming that is achieved when irrigators implement irrigation water conservation practices on agricultural lands.

The purpose of this RFQQ is to obtain a qualified consultant who will use hydrogeologic modeling to determine the fate (re-timing) of non-consumptive water that can be saved through conservation practices. The hydrogeologic modeling studies will be conducted at two or three pilot project candidate sites within the Columbia River watershed. The sites will be selected by FCD and WSCC, with input from the selected consultant. The hydrogeological expert, contracted under this agreement, will have education, expertise, and credentials sufficient such that they are able to uphold, defend and endorse the information and product(s) of this project in a court of law.

FCD and WSCC are the lead agencies for the work, with FCD providing administrative and contracting support. The consultant will work under the direction of FCD, with input from the WSCC, and the Washington Association of Conservation District's *Irrigation Work Group*. *Final decision-making authority for this project lies with these entities.*

1.2 OBJECTIVE

FCD, in association with the WSCC and Ecology is requesting a Request for Qualifications and Quotations (RFQQ) from qualified hydro-geologic firms or institutions interested in providing professional services required to accomplish the study goals outlined below.

- Working with conservation districts and the WSCC, quantify on-farm water conserved through various conservation practices.
- Evaluate the fate and timing of return flows (both ground water and surface water) from agricultural irrigation projects.

The Washington Association of Conservation District's Irrigation Committee Work Group (IWG), a committee composed of WSCC, Conservation Districts, and Ecology representatives, will evaluate the RFQQs submitted in fulfillment of this request and notify the firm(s) and/or institution(s) selected.

Firms and institutions must provide in their RFQQs the following information:

1. Specific information on your firm's\department's experience in performing geologic and hydrogeologic evaluations especially with respect to differing geologic environments (e.g., fluvial, glacial-fluvial, basalt bedrock).
2. Provide specific information on your firm's\department's experience with analytical and numerical groundwater modeling. Include experience with modeling both saturated flow and unsaturated flow.
3. Provide specific information on your firm's\department's experience with surface flow modeling.
4. Provide specific information on your firm's\department's experience with developing complex water budgets.
5. Describe your firm's\department's field investigation capabilities (e.g., well monitoring, piezometer installation, well construction, etc.)
6. Describe your approach to working with governmental agencies and provide three examples where you have worked successfully on large projects with governmental agencies.

RFQQs shall also include the following information:

- Names and qualifications for your proposed Executive Officer, Principal in Charge, Project Manager, and other key project personnel.
- A list of three separate project related contacts that are knowledgeable of your accomplishments that can provide information on your firm's experience on similar projects.
- Describe your firm's\department's approach for accomplishing the study goals. Provide details of how your firm\department will pursue specific project tasks detailed in the funding agreements and other tasks that your firm\department sees as vital for a thorough evaluation of the proposed program.
- Provide specific information on your firm's\department's experience in evaluating agricultural conservation practices.
- Provide specific information on your firm's\department's experience with evaluating the benefits and impacts of agricultural water conservation on water availability.

The DISTRICT, in consultation with the WSCC and the IWG may award one or more contracts to consultants who submit proposals as a result of this RFQQ.

1.3 MINIMUM QUALIFICATIONS

The Consultant must be licensed to do business in the state of Washington and have at least **one** year of experience in **those activities describe in 1.2 Objectives above**.

Bidders, who do not meet these minimum qualifications will be rejected as non-responsive and will not receive further consideration. Any proposal that is rejected as non-responsive

will not be evaluated or scored. Any bidder who does not clearly and fully respond (as decided by the DISTRICT in consultation with the WSCC and the IWG) to the items listed in 1.2 Objectives above will be rejected as non-responsive.

1.4 FUNDING

The overall budget for this project shall not exceed \$350,000. Proposals in excess of \$350,000 will be rejected as non-responsive and will not be evaluated. In the event additional funding becomes available, any contract awarded may be renegotiated to provide for additional related services.

Any contract(s) awarded as a result of this procurement is contingent upon the availability of funding.

1.5 PERIOD OF PERFORMANCE

The period of performance of any contract(s) resulting from this RFQQ is tentatively scheduled to begin on or about **February 16, 2010** and to end on **June 30, 2011**. The AGENCY reserves the option at its sole discretion to extend the contract for two additional one-year periods.

1.6 DEFINITIONS

Definitions for the purposes of this RFQQ include:

Consultant. Individual, company, or firm submitting a proposal in order to attain a contract with the DISTRICT.

Consultant. Individual or company whose proposal has been accepted by the DISTRICT and is awarded a fully executed, written contract.

DISTRICT. The **FCD** is the entity that is issuing this RFQQ.

Proposal. A formal offer submitted in response to this solicitation.

Request for Qualifications and Quotations (RFQQ). Formal procurement document in which services needed are identified and firms are invited to provide their qualifications to provide the services and their hourly rates.

1.7 ADA

The DISTRICT complies with the Americans with Disabilities Act (ADA). Consultants may contact the RFQQ Coordinator to receive this Request for Qualifications and Quotations in Braille or on tape.

2 GENERAL INFORMATION FOR CONSULTANTS

2.1 RFQQ COORDINATOR

The RFQQ Coordinator is the sole point of contact in the DISTRICT for this procurement. All communication between the Consultant and the DISTRICT upon receipt of this RFQQ shall be with the RFQQ Coordinator, as follows:

Name	Mark Nielson
Street and Mailing Address	1620 Road 44, Pasco, WA 99301
Phone Number	509-545-8546, ext. 3
Fax Number	509-547-2007
E-Mail Address	Mark-nielson@wa.nacdnet.org

Any other communication will be considered unofficial and non-binding on the DISTRICT. Consultants are to rely on written statements issued by the RFQQ Coordinator. Communication directed to parties other than the RFQQ Coordinator may result in disqualification of the Consultant.

2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Qualifications and Quotations	January 4, 2010
Preproposal Conference (if applicable)	N/A
Question & answer period	January 4-15, 2010
Issue addendum to RFQQ (if applicable)	N/A
Proposals due	January 19, 2010
Evaluate proposals	Jan 20 - Jan 29, 2010
Conduct oral interviews with finalists, if required	N/A
Announce "Apparent Successful Consultant" and send notification via fax or e-mail to unsuccessful proposers	February 1, 2010
Hold debriefing conferences (if requested)	N/A
Negotiate contract	Feb 2, 2010 – Feb 12, 2010
File contract with OFM	N/A
Begin contract work	Feb 16, 2010

The DISTRICT reserves the right to revise the above schedule.

2.3 PREPROPOSAL CONFERENCE

There will be no preproposal conference. *FCD* will be bound only to *FCD*'s written answers to questions. Questions arising in subsequent communication with the RFQQ Coordinator will be documented and answered in written form. A copy of the questions and answers will be sent to each prospective Consultant that has received a copy of the RFQQ or made the RFQQ Coordinator aware of its interest in this procurement.

2.4 SUBMISSION OF PROPOSAL

Consultants are required to submit six (6) bound hard copies of their proposal and one (1) electronic copy. Two copies must have original signatures and four copies can have photocopied signatures. The proposal, whether mailed or hand delivered, must arrive at the DISTRICT no later than 4:00 p.m., local time, on **January 19, 2010**.

The proposal is to be sent to the RFQQ Coordinator at the address noted in Section 2.1. The envelope should be clearly marked to the attention of the RFQQ Coordinator.

Consultants mailing proposals should allow normal mail delivery time to ensure timely receipt of their proposals by the RFQQ Coordinator. Consultants assume the risk for the method of delivery chosen. The DISTRICT assumes no responsibility for delays caused by any delivery service. Proposals may not be transmitted using facsimile transmission or via email.

Late proposals will not be accepted and will be automatically disqualified from further consideration. All proposals and any accompanying documentation become the property of the DISTRICT and will not be returned.

2.5 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

Proposals submitted in response to this competitive procurement shall become the property of the DISTRICT. All proposals received shall remain confidential until the contract, if any, resulting from this RFQQ is signed by the District Manager, or Designee, and the apparent successful Consultant; thereafter, the proposals shall be deemed public records as defined in Chapter 42.56 of the Revised Code of Washington (RCW).

Any information in the proposal that the Consultant desires to claim as proprietary and exempt from disclosure under the provisions of Chapter 42.56 RCW must be clearly designated. The information must be clearly identified and the particular exemption from disclosure upon which the Consultant is making the claim must be cited. Each page containing the information claimed to be exempt from disclosure must be clearly identified by the words "Proprietary Information" printed on the lower right hand corner of the page. Marking the entire proposal exempt from disclosure or as Proprietary Information will not be honored.

If a public records request is made for the information that the Consultant has marked as "Proprietary Information" the DISTRICT will notify the Consultant of the request and of the date that the records will be released to the requester unless the Consultant obtains a court order enjoining that disclosure. If the Consultant fails to obtain the court order enjoining disclosure, the DISTRICT will release the requested information on the date specified. If a Consultant obtains a court order from a court of competent

jurisdiction enjoining disclosure pursuant to Chapter 42.56 RCW, the DISTRICT shall maintain the confidentiality of the Consultant's information per the court order.

A charge will be made for copying and shipping, as outlined in RCW 42.56. No fee shall be charged for inspection of contract files, but twenty-four (24) hours' notice to the RFQQ Coordinator is required. All requests for information should be directed to the RFQQ Coordinator.

2.6 REVISIONS TO THE RFQQ

In the event it becomes necessary to revise any part of this RFQQ, addenda will be provided to all who receive the RFQQ.

The DISTRICT also reserves the right to cancel or to reissue the RFQQ in whole or in part, prior to execution of a contract.

2.7 ACCEPTANCE PERIOD

Proposals must provide 60 days for acceptance by DISTRICT from the due date for receipt of proposals.

2.8 RESPONSIVENESS

All proposals will be reviewed by the RFQQ Coordinator to determine compliance with administrative requirements and instructions specified in this RFQQ. The Consultant is specifically notified that failure to comply with any part of the RFQQ may result in rejection of the proposal as non-responsive.

The DISTRICT also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

2.9 MOST FAVORABLE TERMS

The DISTRICT reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the Consultant can propose. The DISTRICT does reserve the right to contact a Consultant for clarification of its proposal.

The Consultant should be prepared to accept this RFQQ for incorporation into a contract resulting from this RFQQ. Contract negotiations may incorporate some or all of the Consultant's proposal. It is understood that the proposal will become a part of the official procurement file on this matter without obligation to the DISTRICT.

2.10 CONTRACT AND GENERAL TERMS & CONDITIONS

The apparent successful Consultant will be expected to enter into a contract, which is substantially the same as the sample contract and its general terms and conditions attached as Exhibit B. In no event is a Consultant to submit its own standard contract terms and conditions in response to this solicitation. The Consultant may submit exceptions as allowed in the Certifications and Assurances section, Exhibit A to this solicitation. The DISTRICT will review requested exceptions and accept or reject the same at its sole discretion.

It is anticipated the first deliverable under the contract will be a scoping plan, which will define the specific services to be provided by the CONSULTANT based upon agreement between the DISTRICT and the CONSULTANT.

2.11 COSTS TO PROPOSE

The DISTRICT will not be liable for any costs incurred by the Consultant in preparation of a proposal submitted in response to this RFQQ, in conduct of a presentation, or any other activities related to responding to this RFQQ.

2.12 NO OBLIGATION TO CONTRACT

This RFQQ does not obligate the DISTRICT to contract for services specified herein.

2.13 REJECTION OF PROPOSALS

The DISTRICT reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this RFQQ.

2.14 COMMITMENT OF FUNDS

The District Manager or delegate are the only individuals who may legally commit the DISTRICT to the expenditures of funds for a contract resulting from this RFQQ. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

2.15 INSURANCE COVERAGE

The Consultant is to furnish the DISTRICT with a certificate of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.

The Consultant shall, at Consultant's own expense, obtain and keep in force insurance coverage, which shall be maintained in full force and effect during the term of the contract. The Consultant shall furnish evidence in the form of a Certificate of Insurance that insurance shall be provided, and a copy shall be forwarded to the DISTRICT within fifteen (15) days of the contract effective date.

Liability Insurance

Commercial General Liability Insurance (CGL): Consultant shall maintain general liability insurance and, if necessary, commercial umbrella insurance, with a limit of not less than \$1,000,000 per each occurrence. If CGL insurance contains aggregate limits, the general aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit. CGL insurance shall be written on ISO occurrence from CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insureds (cross liability) condition.

Additionally, the Consultant is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

Business Auto Policy: As applicable, the Consultant shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto." Business auto coverage shall be written on ISO form CA 00 01, 1990 or later edition, or substitute liability form providing equivalent coverage.

Employers Liability ("Stop Gap") Insurance

In addition, the Consultant shall buy employers liability insurance and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

Additional Provisions

Above insurance policy shall include the following provisions:

- **Additional Insured.** The DISTRICT, its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrella and property insurance policies. All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the state.
- **Cancellation.** The DISTRICT shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications. Insurers subject to 48.18 RCW (Admitted and Regulation by the Insurance Commissioner): The insurer shall give the state 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the state shall be given 10 days advance notice of cancellation. Insurers subject to 48.15 RCW (Surplus lines): The state shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the state shall be given 10 days advance notice of cancellation.
- **Identification.** Policy must reference the state's contract number and the district name.
- **Insurance Carrier Rating.** All insurance and bonds should be issued by companies admitted to do business within the state of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by the DISTRICT, before the contract is accepted or work may begin. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.
- **Excess Coverage.** By requiring insurance herein, the district does not represent that coverage and limits will be adequate to protect Consultant, and such coverage and limits shall not limit Consultant's liability under the indemnities and reimbursements granted to the district in this contract.

Workers' Compensation Coverage

The Consultant will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The district will not be held responsive in any way for claims filed

by the Consultant or their employees for services performed under the terms of this contract.

3 PROPOSAL CONTENTS

Proposals must be submitted on eight and one-half by eleven inch (8 ½" x 11") paper with tabs separating the major sections of the proposal. The three major sections of the proposal are to be submitted in the order noted below:

1. Letter of Submittal, including signed Certifications and Assurances (Exhibit A to this RFQQ)
2. Qualifications and work plan
3. Quotation

Proposals must provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the proposal, but should assist the Consultant in preparing a thorough response.

Items in this section marked "mandatory" must be included as part of the proposal for the proposal to be considered responsive, however, these items are not scored. Items marked "scored" are those that are awarded points as part of the evaluation conducted by the evaluation team.

3.1 LETTER OF SUBMITTAL (MANDATORY)

The Letter of Submittal and the attached Certifications and Assurances form (Exhibit A to this RFQQ) must be signed and dated by a person authorized to legally bind the Consultant to a contractual relationship, e.g., the president or executive director of a corporation, the managing partner of a partnership, or the proprietor of a sole proprietorship. Attach the Certifications and Assurances form to the Letter of Submittal.

3.2 QUALIFICATIONS SECTION

The services to be provided under this project are:

- Working with conservation districts and the WSCC, quantify on-farm water conserved through various conservation practices.
- Evaluate the fate and timing of return flows (both ground water and surface water) from agricultural irrigation projects.

The qualifications section of the proposal must contain information that will demonstrate to the evaluation committee the Consultant's understanding of the types of services proposed, the firm's ability to accomplish them, and the ability to meet tight timeframes.

The qualifications response is to be submitted in three sections as follows: 1) Business Information, 2) Experience and Staffing, and 3) Schedule. **BUSINESS INFORMATION (MANDATORY)**

- A. State the name of the company, address, phone number, fax number, e-mail address, legal status of entity (ownership) and year entity was established as it now substantially exists.
- B. Provide the firm's Federal Employer Tax Identification number or Social Security number and the Washington Uniform Business Identification (UBI) number issued by the state of Washington Department of Revenue.

- C. Indicate how many employees are with the firm. Name the firm principles and their roles.
- D. Identify any state employees or former state employees employed by the Consultant or on the Consultant's governing board as of the date of the proposal. Include their position and responsibilities within the Consultant's organization. If following a review of this information, it is determined by the DISTRICT that a conflict of interest exists, the Consultant may be disqualified from further consideration for the award of a contract.
- E. If the Consultant's staff or subcontractor's staff was an employee of the state of Washington during the past 24 months, or is currently a Washington State employee, identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date.
- F. If the Consultant has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the Consultant's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default.
- G. Submit full details of the terms for default, including the other party's name, address, and phone number. Present the Consultant's position on the matter. The DISTRICT will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If no such termination for default has been experienced by the Consultant in the past five years, so indicate.

3.2.1 QUALIFICATIONS

1. EXPERIENCE (SCORED)

- 1. Provide specific information on your firm's\department's experience in performing geologic and hydrogeologic evaluations especially with respect to differing geologic environments (e.g., fluvial, glacial-fluvial, basalt bedrock).
- 2. Provide specific information on your firm's\department's experience with analytical and numerical groundwater modeling. Include experience with modeling both saturated flow and unsaturated flow.
- 3. Provide specific information on your firm's\department's experience with surface flow modeling.
- 4. Provide specific information on your firm's\department's experience with developing complex water budgets.
- 5. Describe your firm's\department's field investigation capabilities (e.g., well monitoring, piezometer installation, well construction, etc.)
- 6. Describe your approach to working with governmental agencies and provide three examples where you have worked successfully on large projects with governmental agencies.

7. Provide specific information on your firm's\department's experience in evaluating agricultural conservation practices.
8. Provide specific information on your firm's\department's experience with evaluating the benefits and impacts of agricultural water conservation on water availability.

2. STAFFING (SCORED)

- A. Provide a description of the proposed project team structure and internal controls to be used during the course of the project, including any subcontractors.
- B. Provide the name and a resume' of the person who will be the lead contact for the project. Provide names and resumes' for other staff, which includes information on the individual's particular skills related to this project, education, experience, significant accomplishments and any other pertinent information.
- C. List any sub-consultants you may want to include to complete your roster of services. Describe what services each would provide. Provide the information in Section 3.2.1 about each.
- D. Names and qualifications for your proposed Executive Officer, Principal in Charge, Project Manager, and other key project personnel.

3. SCHEDULE (SCORED)

Describe the firm's ability to meet deadlines, especially on a short-time frame, and give examples of how past tight deadlines have been successfully met. Describe your firm's\department's approach for accomplishing the study goals. Provide details of how your firm\department will pursue specific project tasks detailed in the funding agreements and other tasks that your firm\department sees as vital for a thorough evaluation of the proposed program.

4. REFERENCE (MANDATORY)

List names, addresses, telephone numbers, fax numbers and e-mail addresses of three business references for whom work has been accomplished and briefly describe the type of service provided for them. The Consultant must grant permission to the DISTRICT to contact the references and others who may have pertinent information. Do not include current DISTRICT staff as references. The DISTRICT may evaluate references at the DISTRICT'S discretion.

3.3 QUOTATIONS SECTION

3.3.1 IDENTIFICATION OF COSTS (SCORED)

The Quotations section must list all hourly rates for services anticipated under the proposed contract. The hourly rates are to represent fully weighted costs (all inclusive). This includes the hourly rates of staff that would be assigned to the project, administrative costs, local travel costs, or any other applicable fees that would be charged under this contract.

Costs for subcontractors are to be broken out separately.

Consultants are required to collect and pay Washington State taxes as applicable.

The evaluation process is designed to award this procurement not necessarily to the Consultant of least cost, but rather to the Consultant whose proposal best meets the requirements of this RFQQ. Consultants are encouraged, however, to submit proposals which are consistent with state government efforts to conserve state resources.

3.3.2 COMPUTATION

The score for the cost proposal will be computed by dividing the lowest average hourly rate received by the Consultant's average hourly rate. Then the resultant number will be multiplied by the maximum possible points for the cost section.

4 EVALUATION AND CONTRACT AWARD

4.1 EVALUATION PROCEDURE

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this solicitation and any addenda issued. The evaluation of proposals shall be accomplished by an evaluation team to be designated by the DISTRICT, which will determine the ranking of the proposals.

DISTRICT, at its sole discretion, may also elect to select the top-scoring firms as finalists for an oral presentation.

4.2 CLARIFICATION OF PROPOSAL

The RFQQ Coordinator may contact the Consultant for clarification of any portion of the Consultant's proposal.

4.3 EVALUATION WEIGHTING AND SCORING

The following weighting and points will be assigned to the proposal for evaluation purposes:

Qualifications Section – 80%	80 points
Firm Experience.....25 points (max)	
Staff Qualifications/Workplan....35 points (max)	
Schedule.....20 points (max)	
Quotation Section – 20%	<u>20 points</u>
Grand Total	<u>100 Points</u>

4.4 ORAL PRESENTATIONS MAY BE REQUIRED

Oral presentations, if considered necessary by the DISTRICT, may be utilized in selecting the winning proposal. The DISTRICT, at its sole discretion, may elect to select the top-scoring firm(s) from the written evaluation for an oral presentation and contact the top-scoring firm(s) to schedule a date, time and location for an oral presentation. Commitments made by the Consultant at the oral interview, if any, will be considered binding.

The oral presentation shall determine the apparently successful bidder.

OR

As part of the final selection, the DISTRICT may submit a specific scope of work to the top scoring finalists from the oral presentations to provide a final written response. Upon evaluation of this secondary written submittal, award to one or more consultants will be made.)

4.5 NOTIFICATION TO PROPOSERS

Firms whose proposals have not been selected for further negotiation or award will be notified by FAX or by e-mail.

4.6 DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. The request for a debriefing conference must be received by the RFQQ Coordinator within three (3) business days after the Notification of Unsuccessful Consultant letter is faxed/e-mailed to the Consultant. The debriefing must be held within three (3) business days of the request.

Discussion will be limited to a critique of the requesting Consultant's proposal. Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one hour.

4.7 PROTEST PROCEDURE

This procedure is available to Consultants who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the Consultant is allowed three (3) business days to file a protest of the acquisition with the RFQQ Coordinator. Protests may be submitted by facsimile, but should be followed by the original document.

Consultants 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 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 RFQQ Coordinator.

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 DISTRICT 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) DISTRICT'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 DISTRICT. The DISTRICT manager or an employee delegated by the 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 that submitted a proposal, such Consultant will be given an opportunity to submit its views and any relevant information on the protest to the RFQQ Coordinator.

The final determination of the protest shall:

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

If the DISTRICT determines that the protest is without merit, the DISTRICT will enter into a contract with the apparently successful Consultant. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

5 RFQQ EXHIBITS

- Exhibit A Certifications and Assurances
- Exhibit B Personal Service Contract Format including General Terms and Conditions (GT&Cs)

EXHIBIT A
CERTIFICATIONS AND ASSURANCES

1. I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):
2. I/we declare that all answers and statements made in the proposal are true and correct.
3. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
4. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by the DISTRICT without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
5. In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
6. I/we understand that the DISTRICT will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of the DISTRICT, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
7. Unless otherwise required by law, the prices and/or cost data that have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Proposer or to any competitor.
8. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
9. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
10. I/we grant the DISTRICT the right to contact references and others, who may have pertinent information regarding the Proposer's prior experience and ability to perform the services contemplated in this procurement.

Signature of Proposer

Title

Date

EXHIBIT B
GENERAL TERMS AND CONDITIONS

DEFINITIONS - Terms used throughout this contract are defined below:

“DISTRICT” shall mean the Franklin Conservation District, any division, section, office, unit or other entity of the DISTRICT, or any of the officers or other officials lawfully representing the DISTRICT.

“WSCC” shall mean the Washington State Conservation Commission, any division, section, office, unit or other entity of the COMMISSION, or any of the officers or other officials lawfully representing the COMMISSION.

“ECOLOGY” shall mean the Washington State Department of Ecology, any division, section, office, unit or other entity of ECOLOGY, or any of the officers or other officials lawfully representing ECOLOGY.

“AGENT” shall mean the delegate authorized in writing to act on the DISTRICT’s behalf.

“CONSULTANT shall mean that firm, provider, organization, individual or other entity performing services(s) under this contract, and shall include all employees of the CONSULTANT.

“SUBCONTRACTOR” shall mean an individual, an entity or an organization, not in the employment of the CONSULTANT, who is performing all or part of the services under this contract under separate contract with the CONSULTANT. The term “Subcontractor” and “Subcontractors” means subcontractor(s) in any tier.

ACCESS TO DATA

In compliance with RCW 39.29.080, the CONSULTANT shall provide access to data generated under this contract to the DISTRICT, WSCC, and ECOLOGY. This includes access to all information that supports the findings, conclusions and recommendations of the CONSULTANT’S reports, including computer models and methodology for those models.

ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this contract shall be made by the DISTRICT to the CONSULTANT.

AMENDMENTS

This contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

Americans with Disabilities Act (ADA) of 1990, Public Law 101-336, Also Referred to as the “ADA” 28 CFR Part 35

The CONSULTANT must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services and telecommunications.

ASSIGNMENT

Neither this contract, nor any claim arising under this contract, shall be transferred or assigned by the CONSULTANT without prior written consent of the DISTRICT.

ATTORNEY’S FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

CONFIDENTIALITY - To the extent consistent with RCW 42.17, the DISTRICT and CONSULTANT shall maintain the confidentiality of all such information related to this contract and marked confidential or proprietary.

INDEPENDENT RELATIONSHIP - CONSULTANT performing under this contract are not employees or agents of the DISTRICT. CONSULTANT shall not hold themselves out as nor claim to be an officer or employee of the DISTRICT by reason hereof, nor will CONSULTANT make any claim of right, privilege or benefit which would accrue to such employee under law. Conduct and control of the work outlined in the scope of work shall be solely with the CONSULTANT.

SUBCONTRACTOR COMPLIANCE - The CONSULTANT must ensure that all subcontractors comply with the terms and conditions of this contract.

THIRD PARTY BENEFICIARY - The CONSULTANT shall ensure that in all subcontracts entered into are pursuant to this contract; the Franklin Conservation District is named as an express third-party beneficiary of such subcontracts with full rights as such.

CONTRACTING FOR SERVICES – Contracts for personal services, purchased services/goods, and public works shall be awarded through a competitive process, if required by State law. The CONSULTANT shall retain copies of all bids received and contracts awarded, for inspection and use by the DISTRICT. Retention of copies shall be consistent with time periods established in.

ASSIGNMENTS - No right or claim of the CONSULTANT arising under this contract shall be transferred or assigned by the CONSULTANT.

INELIGIBILITY - If federal funds are the basis for this contract, the CONSULTANT certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by any federal department agency.

COMPLIANCE WITH ALL LAWS

The CONSULTANT shall comply fully with all applicable Federal, State and local laws, orders, regulations and permits.

KICKBACKS - The CONSULTANT and its employees and authorized representatives are prohibited from inducing by any means any person employed or otherwise involved in this project to give up any part of the compensation to which he/she is otherwise entitled or, receive any fee, commission or gift in return for award of a subcontract hereunder.

AUDITS AND INSPECTIONS

The CONSULTANT shall maintain all books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and performance of this contract. Such records shall clearly indicate total receipts and expenditures by fund source and budget object. All records shall be kept in a manner which provides an audit trail for all expenditures. All records shall be kept in a common file to simplify audits and inspections.

All records shall be open for audit or inspection by the DISTRICT or by any duly authorized state or federal audit representative for a period of at least six years after the final payment or any dispute resolution hereunder. If any such audits identify discrepancies in the financial records, the CONSULTANT shall provide clarification and/or make adjustments accordingly.

All work performed under this contract and any equipment purchased, shall be made available to the DISTRICT and to any authorized state, federal or local representative for inspection at any time during the course of this contract and for at least six years following grant termination or dispute resolution hereunder.

The CONSULTANT shall meet the provisions in OMB Circular A-133 (Audits of States, Local Governments & Non Profit Organizations), including the compliance Supplement to OMB Circular

A-133, if the CONSULTANT expends \$500,000 or more in a year in Federal funds. The \$500,000 threshold for each year is a cumulative total of all federal funding from all sources.

PERFORMANCE REPORTING - The CONSULTANT shall submit monthly progress reports to the DISTRICT using the DISTRICT's reporting format. The due date for the annual progress report is July 10. A final report summarizing all project activities is due 15 days after the end date of the contract. Payments will not be made if progress reports are not up to date.

The CONSULTANT shall also report in writing to the DISTRICT any events with significant impact on the project. This disclosure shall be accompanied by a statement of the action taken or proposed and any assistance needed from the DISTRICT to resolve the situation.

COMPENSATION

Method of Compensation. Payment shall be made on a reimbursable basis for costs or obligations incurred monthly and no more than once per month. Approved eligible costs or obligations incurred by the CONSULTANT will be considered to have been paid by the CONSULTANT under this contract at the time the CONSULTANT seeks reimbursement from the DISTRICT.

Budget Deviation. Deviations in the budget are not allowed without written authorization from the DISTRICT. Payment requests may be disallowed when the CONSULTANT'S request for reimbursement exceeds the budget object as described in the contract.

Period of Compensation. Payments shall only be made for activities pursuant to the contract and performed after the effective date and prior to the expiration date of this contract, unless those dates are specifically modified in writing as provided herein.

Final Request for Payment. The CONSULTANT must submit final requests for compensation within fifteen (15) days after the expiration date of this contract and the end of a fiscal biennium. Failure to comply may result in delayed reimbursement.

Unauthorized Expenditures. All payments to the CONSULTANT shall be subject to final audit by the DISTRICT or a designee of the DISTRICT and any unauthorized expenditure(s) charged to this contract shall be refunded to the DISTRICT by the CONSULTANT.

Mileage and Per Diem. If mileage and per diem are paid to the CONSULTANT, it shall not exceed the amount allowed under state law.

TERMINATION

For Cause. The obligation of the DISTRICT to the CONSULTANT is contingent upon satisfactory performance by the CONSULTANT of all of its obligations under this contract. In the event the CONSULTANT unjustifiably fails, in the opinion of the DISTRICT, to perform any obligation required of it by this contract, the DISTRICT may refuse to pay any further funds there under and/or terminate this contract by giving written notice of termination.

Termination Process. A written notice of termination shall be given at least five working days prior to the effective date of termination. In that event, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the CONSULTANT under this contract, at the option of the DISTRICT, shall become DISTRICT property and the CONSULTANT shall be entitled to receive just and equitable compensation for any work completed on such documents and other materials.

Despite the above, the CONSULTANT shall not be relieved of any liability to the DISTRICT for damages sustained by the DISTRICT because of any breach of contract by the CONSULTANT. The DISTRICT may withhold payments for the purpose of setoff until such time as the exact amount of damages due the DISTRICT from the CONSULTANT is determined.

Insufficient Funds. The obligation of the DISTRICT to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. When this contract crosses over state fiscal years the obligation of the DISTRICT is contingent upon the appropriation of funds during the next fiscal year. The failure to appropriate or allot such funds shall be good cause to terminate this contract as provided in the TERMINATION section above.

Failure to Commence Work. In the event the CONSULTANT fails to commence work on the project funded herein within four months after the effective date of this contract, or by any date mutually agreed upon in writing for commencement of work, the DISTRICT reserves the right to terminate this contract.

WAIVER - Waiver of any CONSULTANT default is not a waiver of any subsequent default. Waiver of a breach of any provision of this contract is not a waiver of any subsequent breach and will not be construed as a modification of the terms of this contract unless stated as such in writing by the authorized representative of the DISTRICT.

PROPERTY RIGHTS

Copyrights and Patents. When the CONSULTANT creates any copyrightable materials or invents any patentable property, the CONSULTANT may copyright or patent the same but the DISTRICT, Washington State Conservation Commission (WSCC) and ECOLOGY retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover or otherwise use the material(s) or property and to authorize others to use the same for federal, state or local government purposes. The CONSULTANT warrants and represents it has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the DISTRICT, WSCC, ECOLOGY

Where federal funding is involved, the federal government may have a proprietary interest in patent rights to any inventions developed by the CONSULTANT as provided in 35 U.S.C. 200-212.

Publications. When the CONSULTANT or persons employed by the CONSULTANT use or publish information of the DISTRICT, WSCC and ECOLOGY; present papers, lectures, or seminars involving information supplied by the DISTRICT, WSCC and ECOLOGY; use logos, reports, maps or other data, in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to the DISTRICT, WSCC and ECOLOGY.

Property Management. The Commission's "Grants Administrative Procedures" Manual, and any updates thereto, shall control the use and disposition of all real and personal property purchases wholly or in part with funds furnished by the Commission in the absence of state, federal statute(s), regulations(s), or policy(s) to the contrary or upon specific instructions with respect thereto in the Scope of Work.

RECOVERY OF PAYMENTS TO CONSULTANT - The right of the CONSULTANT to retain monies paid to it as reimbursement payments is contingent upon satisfactory performance of this contract including the satisfactory completion of the project described in the Scope of Work. In the event the CONSULTANT fails, for any reason, to perform obligations required of it by this contract, the CONSULTANT may, at the DISTRICT's and WSCC sole discretion, be required to repay to the DISTRICT and WSCC funds disbursed to the CONSULTANT for those parts of the project that are rendered worthless in the opinion of the DISTRICT, WSCC and ECOLOGY by such failure to perform.

In the event that the CONSULTANT fails to expend funds under this contract in accordance with state laws and/or the provisions of this contract, the DISTRICT, WSCC and ECOLOGY reserves the right to recapture state funds in an amount equivalent to the extent of the noncompliance in addition to any other remedies available at law or in equity.

Such rights of recapture shall exist for a period not to exceed six years following contract termination. Repayment by the CONSULTANT of funds under this recapture provision shall occur

within 30 days of demand. In the event that the DISTRICT, WSCC or ECOLOGY is required to institute legal proceedings to enforce the recapture provision, the DISTRICT, WSCC or ECOLOGY shall be entitled to its costs thereof, including attorneys' fees.

Interest shall accrue at the rate of twelve percent (12%) per annum from the time the DISTRICT, WSCC and ECOLOGY demands repayment of funds. If payments have been discontinued by the DISTRICT due to insufficient funds as in TERMINATION section above, the CONSULTANT shall not be obligated to repay monies which had been paid to the CONSULTANT prior to such termination. Any property acquired under this contract, at the option of the DISTRICT, WSCC and ECOLOGY, may become the DISTRICT, WSCC's and ECOLOGY's property and the CONSULTANT's liability to repay monies shall be reduced by an amount reflecting the fair value of such property.

PROJECT APPROVAL - The extent and character of all work and services to be performed under this contract by the CONSULTANT shall be subject to the review and approval of the DISTRICT and WSCC or other designated official to whom the CONSULTANT shall report and be responsible. In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the DISTRICT and WSCC or other designated official as to the extent and character of the work to be done shall govern. The CONSULTANT shall have the right to appeal decisions as provided for below.

DISPUTES - Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of in writing shall be decided in the following manner:

By the DISTRICT and WSCC or other designated official who shall provide a written statement of decision to the CONSULTANT. The decision of the DISTRICT and WSCC or other designated official shall be final and conclusive unless, within thirty days from the date of such statement, the CONSULTANT mails or otherwise furnishes to the Executive Director of the Commission a written appeal.

An appeal of the Project Officer's decision shall be addressed by the Executive Director. The CONSULTANT shall have the opportunity to be heard and to offer evidence in support of this appeal. The decision of the Executive Director for the determination of such appeals shall be final and conclusive unless, within thirty days from the date of such statement the CONSULTANT files a cause of action in Superior Court of Thurston County.

Any dispute remaining after the Executive Director's determination shall be brought in the Superior Court of Thurston County. Pending final decision of dispute hereunder, the CONSULTANT shall proceed diligently with the performance of this contract and in accordance with the decision rendered.

CONFLICT OF INTEREST - No officer, member, agent, or employee of either party to this contract who exercises any function or responsibility in the review, approval, or carrying out of this contract, shall participate in any decision which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is, directly or indirectly interested; nor shall he/she have any personal or pecuniary interest, direct or indirect, in this contract or the proceeds thereof, except as provided in RCW 89.08.220(4).

INDEMNIFICATION

The DISTRICT shall in no way be held responsible for payment of salaries, consultant fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the fullest extent permitted by law, the CONSULTANT shall indemnify, defend and hold harmless the DISTRICT, the State of Washington, agencies of the State and all officials, agents and employees of the State, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. The CONSULTANT's obligation to indemnify, defend, and hold harmless includes any claim by the CONSULTANT's agents, employees, representatives, or any subcontractor or a subcontractor's employees.

The CONSULTANT expressly agrees to indemnify, defend, and hold harmless the DISTRICT, the State of Washington and the Commission for any claim arising out of or incident to the CONSULTANT's or any subcontractor's performance or failure to perform the contract. The CONSULTANT's obligation to indemnify, defend, and hold harmless the DISTRICT, the State of Washington and the Commission shall not be eliminated or reduced by any actual or alleged concurrent negligence of the State or its agents, agencies, employees and officials.

The CONSULTANT waives its immunity under Title 51 RCW (Industrial Insurance) to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

GOVERNANCE - This contract shall be governed by the laws of the State of Washington and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

SEVERABILITY - If any provision of this contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this contract which can be given effect without the invalid provision, and to this end the provisions of this contract are declared to be severable.

PRECEDENCE - In the event of inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: applicable Federal and State statutes and regulations; Scope of Work; any terms incorporated herein and the General Terms and Conditions.

ENTIRE AGREEMENT CONTAINED IN CONTRACT - This contract contains the entire and integrated agreement of the parties and may not be modified or amended except as provided herein.