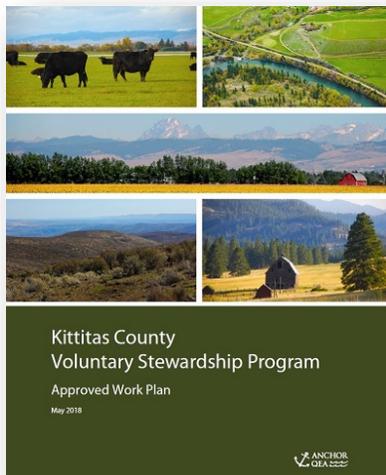
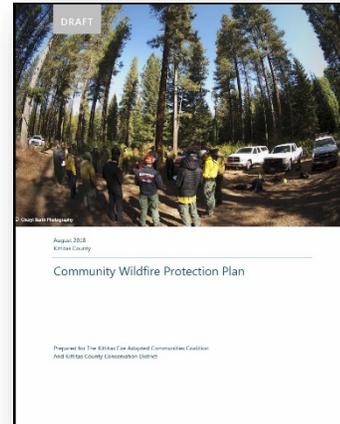


REQUEST FOR PROPOSALS Natural Resource On-Line Map and Inventory Project



KITTITAS COUNTY CONSERVATION DISTRICT
Anna Lael, District Manager
2211 W Dolarway Road, Suite 4
Ellensburg, WA 98926
Phone: 509-925-3352 ext. 207
Fax: 888-546-0825

SUBMITTALS DUE BY FEBRUARY 1, 2019, AT 4:30 p.m.

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1.0 Introduction

1.01 Background and Purpose

The Kittitas County Conservation District (hereinafter the “District”) is a local government entity working with landowners and land managers (public and private) to conserve natural resources that are vital to our economy and our quality of life. At the heart of our work are collaborative efforts to partner with landowners, public agencies, tribes and the general public to create and maintain resilient working landscapes through voluntary incentive-based measures.

The District requests proposals to create an on-line map and survey tool for use by landowners and land managers interested in the Voluntary Stewardship Program and forest health and wildfire fuels management. The map must be attractive with an emphasis on a user-friendly experience that provides information, promotes District programs and services, and invites landowners to report their stewardship practices. Data collection must match reporting strategies for the Voluntary Stewardship Program and result in high quality data.

Responsive proposals shall include all tasks required for successful completion of the Scope of Work section of this Request for Proposals.

1.02 Project Description and Objectives

The District intends to set up one negotiated agreement with a qualified firm to assist the District with an on-line map and survey tool for use by landowners and land managers interested in the Voluntary Stewardship Program and forest health and wildfire fuels management. Qualified firms will have the expertise in scoping, planning, creating and maintaining a map and survey (data collection) tool with a focus on natural resources and landowners.

The professional capabilities of consultants directly involved with the work must include a demonstrable expertise necessary to accomplish the services required. For these services, the consultant is expected to furnish all necessary equipment and consumables.

1.03 Consultant Scope of Work

The District seeks a professional partner who will work collaboratively with the District team on the design and implementation of an intuitive and informative on-line map and survey tool. The map and survey are equal parts data collection and outreach to recruit program participants. The on-line map must be attractive and easy to use. The intended audience is private landowners and land managers in Kittitas County who have varying levels of experience and abilities to navigate and utilize the map and enter data in the survey.

The map will include a variety of data arranged so that it is pleasing to view and informative, as well as specific to the natural resource concerns. Datasets may include the following:

- For the Voluntary Stewardship Program:
 - National Wetland Inventory
 - 100 Year Floodplain
 - Fish & Wildlife Conservation Areas (WDFW’s Priority Habitats & Species and critical habitat designations by federal agencies)
 - Geologic Hazards (DNR)
 - Critical Aquifer Recharge Areas
- For Forest Health and Wildfire Fuels Reduction:
 - Wildland Urban Interface Areas

- Fire District Boundaries
- County Wildfire Protection Plan (CWPP) Communities
- Public Lands
- Wildfire Risk Data

The survey component should be designed to gather information about the use or interest in VSP stewardship practices (generally equivalent to the USDA Natural Resources Conservation Service best management practices), Firewise USA practices, and other land management activities as needed. Information provided by landowners is protected from public disclosure and the transmission and management of their data must be secure.

Work under this RFP will begin immediately after selection of a professional consultant and be substantially completed within 6 months with the first version of the map and survey available on line for use by landowners and land managers. Modifications, troubleshooting and maintenance may continue for an additional 18 months.

1.04 Source of Funding/Funds Available

Funding for this work is anticipated to be provided by District Local Funds, the Washington State Conservation Commission, Washington Department of Natural Resources, and other sources as sought and secured by the District. Total expected available funds are approximately \$30,000.

1.05 RFP Schedule

The RFP schedule is indicated below. The District reserves the right to change the timeline as it deems may be in the interest of the project.

Each firm must submit one (paper or electronic) copy of their proposal to:

Anna Lael, District Manager
Kittitas County Conservation District
2211 W Dolarway Road, Suite 4
Ellensburg WA 98926

Or

a-lael@conservewa.net

Proposals must be received at this office no later than 4:30 PM, Friday, February 1, 2019. Consultants submitting via e-mail are solely responsible to ensure that the proposal is received on time. The District is not responsible for electronic submissions not received by the deadline for any reason.

Questions regarding this proposal should be directed to Anna Lael at 509-925-3352 ext 207 or e-mail at a-lael@conservewa.net.

The District Board of Supervisors approval of the successful proposal and subsequent contract is expected February 14, 2019. Work may begin immediately thereafter.

2. General Requirements

2.01 Administrative Requirements

This RFP will be advertised on the KCCD website and the in the Daily Record (Ellensburg WA).

2.02 Authorship

Consultants must identify any assistance provided by agencies or individuals outside the Consultant'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 and products submitted become the property of the District. It is understood and agreed that the prospective Consultant claims no proprietary rights to the ideas and written materials contained in or attached to the proposal submitted.

2.03 Cancellation of Award

The District reserves the right to immediately cancel an award if the contractual agreement has not been entered into by both parties or if new state 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, the District reserves the right to limit the period of negotiation to sixty (60) days, after which time funds may be unencumbered.

2.04 Confidentiality

Consultant shall comply with all applicable state and federal laws governing the confidentiality of information.

2.05 Conflict of Interest

All proposals submitted must contain a statement disclosing or denying any interest, financial or otherwise, that any employee or official of the District may have in the proposing firm. **A statement to this effect in the cover letter is sufficient in addressing this requirement.**

2.06 Consortium of Agencies

Any consortium of companies or agencies submitting a proposal must certify that each company or agency of the consortium can meet the requirements set forth in the RFP.

2.07 Interviews

An interview may be required of those Consultants whose proposals are under consideration. Consultants may be informed that an interview is desired and will be notified of the date, time and location the interview is to be conducted.

2.08 Award of Contract

The contract award will not be final until the District and the Consultant have executed a contractual agreement. The District is not responsible for any costs incurred prior to the effective date of the contract. The District reserves the right to make an award without further negotiation of the proposal submitted.

2.09 Suspension and Debarment

Consultant must certify that it is not debarred, suspended or otherwise excluded from, or ineligible for, participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension." Consultant must also certify that it will not contract with a subconsultant that is debarred or suspended. A statement to this effect in the cover letter is sufficient in addressing this requirement.

2.10 Disputes

The District encourages the use of informal resolution to address complaints or disputes arising over any actions in implementing the provisions of this RFP. Written complaints regarding the RFP process should be addressed to the District Manager.

2.11 Late Proposals

A proposal received after the date and time indicated herein will not be accepted. No exceptions will be made.

2.12 Limitation

This RFP does not commit the District to award a contract, to pay any costs incurred in the preparation of a response to this RFP or to procure or contract for services or supplies. The District 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 the District to do so.

2.13 Single Audit Requirements

Any contract awarded as a result of this RFP may include the agreement to annually audit any contracts with the District. Audits shall be performed in accordance with OMB Circular A-133 as appropriate and shall be received by the District within the 12-month period following the close of each fiscal year. Agencies not covered by federal single audit requirements may be responsible for an independent agency audit, which meets general accepted auditing standards.

2.14 Other Audit/Monitoring Requirements

In addition, auditing or monitoring for the following purposes will be conducted at the discretion of the District: Fund Accountability, Contract Compliance, and Program Performance.

2.15 Subcontracting

No activities or services included as a part of this proposal may be subcontracted to another organization, firm, or individual without the approval of the District. Such intent to subcontract shall be clearly identified in the proposal. It is understood that the Consultant is held responsible for the satisfactory accomplishment of the service or activities included in a subcontract.

2.16 Verbal Proposals

Verbal proposals will not be considered in making the award of any contract as a result of this RFP.

3. Proposal Preparation and Submittal

3.01 Request for Proposal (RFP) Process

It is the District's intent to select a consultant based on the qualifications and abilities of the firm, the team and key project individuals. Consultants may be individual firms or teams as appropriate to meet the specific needs of the project. These instructions were developed to aid in proposal development. They also provide for a structured format so reviewers can systematically evaluate several proposals. These directions apply to all proposals submitted.

3.02 Pre-Proposal Conference

No pre-proposal conference or site visit will be held for this RFP.

3.03 Proposal Clarification

Questions regarding this RFP must be directed in writing, via email, to the District Manager. The deadline for submitting such questions is five (5) calendar days prior to the due date for proposals. An addendum will be issued no later than 48 hours prior to the proposal due date to all Consultants listed on the roster for this RFP, if a substantive clarification is required.

3.04 Proposal Submission

It is the Consultant's responsibility to ensure that proposals are received prior to the specified closing date/time, and at the location specified.

By submitting a response, the Consultant is accepting the general instructions and conditions of this RFP and the Multiple Projects Agreement (**Attachment B**).

3.05 Proposal Format

The original and each copy of the proposal package must include all of the sections in the order indicated.

At the time of submission, the proposal must provide a full description of all services following the outline presented in the following section. The proposal must enable readers to understand how the Consultant intends to use these public funds and what measurable outcomes are expected to be achieved.

Proposals must be clear, succinct, and not to exceed the pages specified in the following section. All body text shall be 12-point font size or larger and lines shall be single spaced or greater.

A page is defined as a single side of a sheet. Each printed side of a sheet is a page. A page is further defined as 8.5 x 11 for text and 8.5 x 11 or 11 x 17 for supplemental drawings, pictures, and diagrams. Cover, section dividers, title page, table of contents, and appendices do not contribute to the overall page count.

3.06 Proposal Organization and Content

Proposals shall be organized in the following manner:

1. *Proposal Summary Form* – 1 page.

The attached Proposal Summary Form (**Attachment A**) must be signed by a person authorized to make proposals and enter into contract negotiations on behalf of your firm. The Proposal Summary Form shall follow the proposal cover.

2. *Cover Letter* – 1 page.

Letter shall include conflict of interest statement per General Requirements 2.4 and statement of debarment and suspension per General Requirements 2.7.

3. *Table of Contents* – No page limit.

4. *Project Understanding and Approach* – 2 pages.

The Consultant shall indicate its overall understanding of the intent of the projects and specific issues that are considered to be important for the work contemplated. The project understanding and project approach shall address scope and schedule of this effort, including the topics indicated in Section 1.2.

5. *Project Team, Experience and References* – 3 pages.

The Consultant shall indicate:

- **Proposed project team members** and time commitment of each key team member to the project; the overall organization and structure of the proposed team outlining key interactions and responsibilities, with special emphasis on the project manager function;
- **Similar projects** performed in the State of Washington within the last two (2) years, which best characterize capabilities, work quality and cost control; and
- **References** for those projects identified, including or in addition to, three (3) references who may be contacted concerning your firm's/team's performance with regard to the Scope of Work. Include the name of the client, mailing address, telephone number, email address, contact person, and the specific work your firm performed for the client, including the year the project was completed.

6. *Appendices* – No page limit.

The Consultant may include:

- Specific project experiences and references for individuals;
- Résumés for individuals – limited to 2 pages each.

4. Consultant Evaluation Process and Scoring

4.01 Evaluation Process

A Review Committee will evaluate the proposals received in response to this RFP. For the purpose of scoring proposals, each committee member will evaluate each proposal in accordance with the criteria and point factors listed below. The Review Committee may also seek outside expertise to assist in evaluating proposals. During the evaluation process, the Review Committee has the right to require any clarification it needs in order to understand the Consultant's view and approach to the project and scope of the work.

The Review Committee will make recommendations to the District Board of Supervisors and present a Multiple Projects Agreement for approval at a regularly scheduled meeting.

The District reserves the right to make a recommendation for selection after proposal evaluation and further reserves the right to reject all proposals.

The successful Consultant will be selected by the following process:

Part 1 – Initial Screening of Proposals

The Review Committee will review the proposals for compliance with the RFP requirements. Proposals found to not comply with the RFP requirements may be disqualified from further consideration.

Part 2 – Scoring of Proposals

The Review Committee will score the proposals based on the information submitted according to the evaluation criteria and point factors. Proposals will be considered exactly

as submitted, except where formal clarification has been requested by the Review Committee as noted above. See Section 4.1 for further information.

Part 3 - Interviews

Following evaluation of the proposals, the highest-ranking Consultants may be invited to participate in an interview process. The District will notify Consultants as soon as possible for scheduling of interviews. The District Manager will schedule interviews with the contact person provided in the proposal. Additional interview information may be requested at the time of the invitation. The intent of interviews is to help clarify and verify information provided in the proposal and to give the Review Committee an opportunity to meet the project manager and key personnel that will have direct involvement in the project. If interviews are conducted, the scores from the written proposals will be considered preliminary.

Part 4 – Contract Negotiation

The Review Committee will make a recommendation to the District Manager to begin negotiations with the selected Consultant. If the selected Consultant and the District Manager are unable to agree on the final scope and fee, the District reserves the right to terminate the negotiations with the selected Consultant and initiate contract negotiations with the next highest rated Consultant. The contract negotiation process will be considered complete when a Multiple Projects Agreement has been approved by the District Board of Supervisors.

4.02 Scoring

Each proposal received in response to the RFP will be objectively evaluated and rated according to a specified point system. A one hundred (100) point system will be used and weighted against the following criteria:

Criteria	Points
Project Team Experience and Expertise	30
Approach to Projects	25
Demonstrated Understanding of Project	30
References	15
Total Points Available	100

Attachment A

PROPOSAL SUMMARY FORM

General Information:

Legal Name of Applicant Firm _____

Street Address _____

City _____ State _____ Zip _____

Contact Person _____ Title _____

Phone _____ Fax _____

E-mail address _____

Tax Identification Number _____

Did outside individuals or agencies assist with preparation of this proposal?

_____ Yes _____ No If yes, describe.

I certify that to the best of my knowledge the information contained in this proposal is accurate and complete and that I have the legal authority to commit this firm to a contractual agreement. I understand the final funding for any service is based upon available funding levels, and the approval of the Kittitas County Conservation District Board of Supervisors.

Signature

Date

Attachment B

PERSONAL SERVICES AGREEMENT

AGREEMENT FOR PERSONAL SERVICES

THIS AGREEMENT is made as of this ___ day of June 2018, between the Kittitas County Conservation District, hereinafter referred to as "DISTRICT", and XYZ Consultants Inc., hereinafter referred to as "CONSULTANT," for personal consulting services as described in this Agreement.

WHEREAS, DISTRICT desires to retain CONSULTANT, a professional firm, to provide video production and related services ("Services") on one or more projects in which the DISTRICT is involved; and

WHEREAS, CONSULTANT desires to provide such services on such projects as may be agreed, from time to time, by the parties;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION I. PROJECT TASK ORDER

- 1.1 This Agreement shall apply to as many projects related to the on-line map and survey tool for use by landowners and land managers interested in the Voluntary Stewardship Program and forest health and wildfire fuels management as the DISTRICT and CONSULTANT agree will be performed under the terms and conditions of this Agreement. Each project CONSULTANT performs for the DISTRICT hereunder shall be designated by a "Task Order." A sample Task Order is attached to this Agreement and marked as Exhibit "A". No Task Order shall be binding or enforceable unless and until it has been properly executed by both the DISTRICT and CONSULTANT. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.
- 1.2 In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of the Task Order shall control.
- 1.3 CONSULTANT will provide the Scope of Services as set forth in Part 2 of each Task Order as well as the following responsibilities:

Project Management:

- Ensure alignment with overall project timeline and budget
- Work with the DISTRICT team to set and track project milestones and provide updates
- Include the DISTRICT in quality control of deliverables

SECTION II. RESPONSIBILITIES OF THE DISTRICT

In addition to the responsibilities described in "Section IV Terms and Conditions for Consultant Services," the DISTRICT shall have the responsibilities below and those described in Part 3 of each Task Order.

Project Management:

- Provide a project manager to oversee the project
- Work with CONSULTANT to set project milestones, track project status, identify potential challenges, and facilitate solutions

SECTION III. COMPENSATION

Compensation for CONSULTANT's Services shall be in accordance with Part 5 of each Task Order and item 3 under Section IV below.

SECTION IV. TERMS AND CONDITIONS OF CONSULTANT SERVICES

1. **EXECUTION:** This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between CONSULTANT and DISTRICT, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.
2. **SERVICES AND INFORMATION:** DISTRICT will provide criteria and information pertaining to DISTRICT's requirements for the project, including objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. DISTRICT will also provide copies of any DISTRICT-furnished logos, designs or other graphics which are to be incorporated into the project. The DISTRICT agrees to bear full responsibility for the technical accuracy and content of DISTRICT-furnished documents and services.
3. **INVOICES:** CONSULTANT will submit monthly invoices for services rendered and the DISTRICT will make prompt payments in response to the CONSULTANT invoices. CONSULTANT will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by DISTRICT's auditors upon request. If DISTRICT disputes any items in CONSULTANT's invoice for any reason, including the lack of supporting documentation, DISTRICT may temporarily delete the disputed item and pay the remaining amount of the invoice. DISTRICT will promptly notify CONSULTANT of the dispute and request clarification and/or correction. After any dispute has been settled, CONSULTANT will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.
4. **STANDARD OF PERFORMANCE:** The standard of care for all professional consulting and related services performed or furnished by the CONSULTANT and its employees under this Agreement will be the care and skill ordinarily used by members of the CONSULTANT'S profession practicing under the same or similar circumstances at the same time and in the same locality. CONSULTANT agrees to comply with all local, state, tribal, and federal laws and regulations applicable to the services, including registration and taxes and permitting regulations. CONSULTANT will obtain any and all licenses and permits required to complete the scope of work as defined.
5. **RE-USE OF DOCUMENTS:** All documents or other items prepared or furnished by CONSULTANT pursuant to this Agreement, are instruments of service with respect to the project. The rights and ownership of such documents produced specifically for the DISTRICT under this agreement shall be vested in the DISTRICT upon satisfactory completion of the project and payment in full of all fees for services.
The above provisions also apply to electronic media files. The CONSULTANT shall provide the DISTRICT with files of work performed for and paid for by the DISTRICT.

The DISTRICT retains the distribution rights to any content or materials to exercise as it deems appropriate. CONSULTANT may not use, reuse, distribute, publish, or base derivative works upon such materials without the express, consent of the DISTRICT.

6. **INDEPENDENT CONTRACTOR:** The CONSULTANT is an independent Contractor responsible for complying with all obligations of an employer imposed under federal or state law. Personnel employed by CONSULTANT shall not acquire any rights or status regarding the DISTRICT.
7. **TERMINATION OF AGREEMENT:** DISTRICT or CONSULTANT may terminate the Agreement, in whole or in part, by giving seven (7) days written notice, if the other party fails to fulfill its obligations under the agreement through no fault of the terminating party. Where the method of payment is “lump sum” or cost reimbursement, the final invoice will include all services and expenses associated with the project upon the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs CONSULTANT incurs as a result of commitments that had become firm before termination and for a reasonable profit for services performed.
8. **SUCCESSORS AND ASSIGNS:** DISTRICT and CONSULTANT, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither DISTRICT nor CONSULTANT will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other.
9. **CONTROLLING AGREEMENT:** These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.
10. **CHANGES:** The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Under no circumstance will a change order be authorized for payment if notice of the proposed change in scope of work, services or time of performance was not given to the DISTRICT Board of Supervisors for written approval **in advance of** either performance of the new scope of work or services or the delay in performance by the CONSULTANT. Proposed fees by CONSULTANT are estimates to perform the services required to complete the project as CONSULTANT understands it to be defined unless the CONSULTANT submits a fixed-price or not-to-exceed amount, in which case the CONSULTANT is presumed to have proposed and agreed to the fixed-price or not-to-exceed amount, as the case may be. For only those projects involving conceptual or process development services, activities may not be fully definable at the initial planning stage, in which case, as the project progresses, the facts may be developed that create a change in the services to be performed, in which case, the CONSULTANT will immediately inform DISTRICT of the change in scope and adjustment to the time of performance and will request a written modification to the compensation provision of this Agreement prior to undertaking the additional or modified work.
11. **INSURANCE:** CONSULTANT agrees to procure and maintain, at its expense, Worker’s Compensation insurance as required by statutes; Employer’s Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which CONSULTANT is legally liable. DISTRICT shall be made an additional insured on Commercial General and Automobile Liability insurance

policies and certificates of insurance will be furnished to the DISTRICT. CONSULTANT agrees to indemnify DISTRICT for the claims covered by CONSULTANT'S insurance.

12. **EQUAL EMPLOYMENT AND NONDISCRIMINATION:** In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, CONSULTANT, its subcontractors or any person acting on behalf of CONSULTANT shall not, by reason of race, religion, color, sex, marital status, national origin or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.
13. **INDEMNITY:** The CONSULTANT shall fully protect, defend, indemnify and hold the DISTRICT, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the DISTRICT. The CONSULTANT's obligations under this section shall specifically include, but are not limited to, responsibility for claims, injuries, damages, losses and suits arising out of or in connection with the acts and omissions of CONSULTANT's employees, contractors, consultants and agents.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the CONSULTANT and the DISTRICT, its officers, officials, employees, and volunteers, the CONSULTANT's liability hereunder shall be only to the extent of the CONSULTANT's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the CONSULTANT's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

The provisions of this section shall survive the expiration or termination of this Agreement.

14. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS:** The CONSULTANT certifies to the best of its knowledge and belief, that it and its principals nor any of its subcontractors or their principals:
- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
15. **NON-WAIVER OF BREACH:** The failure of the DISTRICT to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein

conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements or options, and the same shall be and remain in full force and effect.

16. **SEVERABILITY:** If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

17. **PUBLIC RECORDS DISCLOSURE:** CONSULTANT shall fully cooperate with and assist the DISTRICT with respect to any request for public records received by the DISTRICT and related to any public records generated, produced, created and/or possessed by CONSULTANT and related to the services performed under this Agreement. Upon written demand by the DISTRICT, the CONSULTANT shall within five business days either furnish the DISTRICT with full and complete copies of any such records or provide a reasonable written schedule by which any such records shall be furnished.

CONSULTANT's failure to timely provide such records upon demand shall be deemed a breach of this Agreement. To the extent that the DISTRICT incurs any monetary penalties, attorneys' fees, and/or any other expenses as a result of such breach, CONSULTANT shall fully indemnify and hold harmless the DISTRICT as set forth in item 13 of these terms and conditions.

For purposes of this section, the term "public records" shall have the same meaning as defined by Chapter 42.17 RCW and Chapter 42.56 RCW, as said chapters have been construed by Washington courts.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

Kittitas County Conservation District

“DISTRICT”

BY: _____

NAME: Mark Moore

TITLE: Chair, Board of Supervisors

ADDRESS: 2211 W Dolarway Rd, Ste 4
Ellensburg WA 98926

XYZ Consultants, Inc.

“CONSULTANT”

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

PHONE: _____

UBI: _____

EXHIBIT A
TASK ORDER

This Task Order pertains to an Agreement by and between _____, (“DISTRICT”), and XYZ Consultants, Inc. (“CONSULTANT”), dated _____, 20____, (“the Agreement”). CONSULTANT shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER:
PROJECT NAME:

PART 1.0 PROJECT DESCRIPTION:

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY CONSULTANT ON THE PROJECT:

PART 3.0 DISTRICT’S RESPONSIBILITIES:

PART 4.0 PERIODS OF SERVICE:

This agreement is effective _____, 20__ to _____, 20__.

PART 5.0 PAYMENTS TO CONSULTANT:

Payment for services shall not exceed \$_____ based on the rate schedule (Attachment B) provided by the CONSULTANT. The CONSULTANT shall receive payment approximately thirty (30) days after submittal of valid progress payment requests. Notwithstanding the foregoing, CONSULTANT acknowledges that the funds for the project are from state and federal grants that will be disbursed by the granting agency on a progress basis, and in the event the granting agency does not make any progress payment within the 30-day period, the DISTRICT shall not be in breach of this Agreement provided the DISTRICT diligently and in good faith pursues such progress payments from the granting agency.

PART 6.0 OTHER:

This Task Order is executed this _____ day of _____, 20__.

Kittitas County Conservation District

XYZ Consultants, Inc.

“DISTRICT”

“CONSULTANT”

BY: _____

BY: _____

NAME: Mark Moore

NAME: _____

TITLE: Chair, Board of Supervisors

TITLE: _____

ADDRESS: 2211 W Dolarway Rd,
Ste. 4
Ellensburg WA 98926

ADDRESS: _____

