



**San Juan County Department of Community Development
San Juan County Comprehensive Plan Update
March 17, 2017**

REQUEST FOR PROPOSAL

**TO ASSIST THE COUNTY IN APPLYING WAC CHAPTER 365-190 MINIMUM GUIDELINES
TO REVIEW THE CLASSIFICATION OF MINERAL RESOURCE LANDS FOR THE UPDATE
OF THE SAN JUAN COUNTY COMPREHENSIVE PLAN**

Project Description

San Juan County is embarking on a periodic update of the San Juan County (SJC) Comprehensive Plan (*Plan*) to comply with the Washington State Growth Management Act. Under RCW 36.70A.130, the County must review, and if needed, update its natural resource land designations intended to assure the long-term conservation of natural resource lands.

San Juan County adopted a Mineral Resource Overlay in its *Plan*, but has not designated specific properties as mineral resource lands. During this update, an analysis and identification of land that meets the mineral resource land designation criteria in WAC Chapter 365-190 Minimum Guidelines is needed.

Request

San Juan County solicits proposals from consulting firms with expertise in land use planning, the Washington State Growth Management Act, WAC CHAPTER 365-190, RCW Chapter 36.70A, mineral resource land classification and economic analysis of mineral resource viability and long-term commercial significance.

The following supplemental information is available on the County's website at:

<http://www.sanjuanco.com/1079/Comprehensive-Plan-Update>

General Scope of Work

Task 1: Prepare a Background Report that summarizes:

- Applicable GMA regulations and guidelines for designating and de-designating mineral resource lands;
- Applicable *Plan* Element B.2 Land Use goals and policies for mineral resource land designation;
- Growth Management Hearings Board decisions and case law related to the designation and de-designation of mineral resource lands; and
- Description of, designation data, and maps of existing mineral resource businesses including any applicable DNR permit information.

Deliverables: Twenty-five (25) hard and electronic copies of the draft and final reports in Word and PDF. A briefing and presentation of the draft and final reports to County Council and Planning Commission (2 joint meetings or 4 individual meetings).

Task 2: Prepare an economic analysis of the vitality of the mineral industry in the County. The analysis must address:

- Economic conditions of mineral resources in Western Washington and the County;
- The components of, or criteria of an economically viable mineral industry;
- Input from local mineral industry businesses;
- Analysis of whether the County has an economically viable mineral industry; and
- The minimum amount of mineral resource lands needed to maintain economic vitality and retain supporting businesses.

The report must identify economic factors appropriate for San Juan County and recommend criteria for identifying mineral resource lands that are economically viable (have long-term commercial significance) within the Island's economy

Task 3. Recommend needed amendments to *Plan* Element B.2 Land Use Goals and Policies, if appropriate, and provide criteria and a methodology for evaluating and designating mineral lands of long-term commercial significance.

Deliverables: Twenty-five (25) hard copies and one (1) electronic copy of a white paper in Word and PDF. Present the information to the County Council and Planning Commission (2 daytime meetings).

Task 4: Create a mineral resource land designation report and maps. Maps must identify tax parcels that meet the mineral resource lands designation criteria.

Deliverables: Twenty-five (25) hard copies and one (1) electronic copy of a draft and final white report in Word and PDF and maps. The final report should summarize Planning Commission comments. Brief and present the draft and final reports to County Council and Planning Commission (2 joint meetings or 4 individual meetings).

Task 5: Develop an "Open House" web page and materials to gather feedback on the specific proposals.

Deliverable: "Open House" web portal.

Evaluation and Selection Process

The selection of a consultant for this project will be made from the respondents to this solicitation. All firms responding will be evaluated, scored and ranked. The top firms may be invited for interview and have references checked.

The Proposal will be evaluated on the following items:

- (50%) General project approach including creative techniques.
- (25%) Qualifications of proposed project manager and project team
- (15%) Proposed schedule of deliverables
- (10%) References and past performance, including ability to meet schedules

Submittal Content Requirements

1. **Letter of interest (1 page maximum):** Indicate interest and availability to address plan/scope elements, and current levels of general and professional liability insurance carried by the consultant.
2. **Project approach and Scope Consideration (3 pages maximum):** Include a brief description of the consultant's philosophy, approach to the project, and value to the County. Include key scope considerations to accomplish the scope elements stated in the RFP. The consultant is encouraged to include suggestions or supplemental tasks which may enhance the project or streamline the scope of work and improve cost effectiveness.
3. **Schedule (1 page maximum).** Include a timeline showing the estimated length of time required for completion of the work described in the scope of work.
4. **Cost Summary (1 page maximum):** Provide a preliminary cost summary of the work to be completed based upon the task outline presented above.
5. **Project Team (2 pages maximum):** Identify the proposed team, including subconsultants, qualifications, experiences, and references. Identify the project manager and principal contact who will be permanently assigned to the project (strongly preferred that they are one and the same person).
6. **Relevant Experience (2 pages maximum):** Describe the consultant's experience in preparing plan/scope elements. Include at least three completed projects that are similar to the projects described in this request. For each project, provide the following information:
 - Name and location of each project;
 - Year completed;
 - Name and contact information of each client;
 - Name and contact information of the client project manager; and
 - Elements of the project that are similar to the plan/scope elements described in this request.
7. **Project Team Resumes** Provide in an appendix at the end of proposal, one-page resume per team member, no page limit, or include a paragraph for each key team member, years

of experience, education, certifications, company affiliation, workplace location, and a brief bulleted list of individual project experience.

Proposal Submittal Process

Consultants are encouraged to submit concise and clear responses to this RFP. Documents shall have a minimum font size of 11 or greater. Proposals must be in digital format, with a maximum length of 12 pages excluding the cover letter, and include the project name: SJC Comprehensive Plan Vision Update. The cover letter should have the following information: Firm name, Contact information, Name of Principal-in-Charge, and Project Manager.

All submittals must be received by 3:00 pm on Monday, April 24, 2017 at dcd@sanjuanco.com. No submittals will be accepted after that date and time. It is the consultant's sole responsibility to ensure that timely submittals are received.

All submittals become the property of San Juan County and will not be returned. San Juan County assumes no obligations of any kind for expenses incurred by any respondent to this invitation.

The County reserves the right to modify or cancel in part, or in its entirety, this RFP.

Anticipated Timeline for Consultant Selection

The County desires to select a consultant and complete contract negotiations by **May 17, 2017**.

April 24, 2017 Proposals due

April 28, 2017 Evaluation team selects finalist

May 17, 2017 Final scope and contract negotiations completed

June 6, 2017 County Council authorizes the County Manager to sign the contract

Title VI Requirements

The selection of a consultant shall be made without regard to race, color, sex, age, religion, national origin or political affiliation. San Juan County is an Equal Opportunity Employer.

San Juan County encourages disadvantaged, minority, and women-owned consultant firms to respond. San Juan County, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin or sex in consideration for an award.

Prospective consultants will be held to federal EEO requirements and ADA requirements. Persons with disabilities may request this information be prepared and supplied in alternate forms by contacting Linda Kuller at (360) 370-7572.

Questions

Any questions regarding this Request for Qualifications should be directed to Linda Kuller at (360) 370-7572 or LindaK@sanjuanco.com or Erika Shook, AICP, Director at (360) 370-7571 or ErikaS@sanjuanco.com.

SAN JUAN COUNTY AGREEMENT FOR PROFESSIONAL SERVICES

[Insert project name]

SAMPLE

This Agreement is between San Juan County and _____ (Consultant).
The County and the Consultant agree to the following terms:

1. The Consultant is an independent contractor and is solely responsible for the work performed under this contract.
2. The Consultant will perform the services described in Exhibit A to this Agreement.
3. Term of the Agreement: This Agreement shall be in effect from the date of the Agreement until _____, _____.
4. The County agrees to pay the Consultant for services provided, in accordance with Paragraph 2 of this Agreement [and the attached Hourly Fee Schedule (Exhibit B), up to a cumulative amount of \$ _____] [or] [for the sum of \$ _____].
5. Insurance: The Consultant will carry and maintain throughout the period of the Agreement comprehensive general liability insurance in the amount of \$1,000,000 to cover all classifications of work contemplated herein, and will also carry and maintain auto liability insurance within the limits of \$1,000,000 for each person and for each occurrence. The Consultant shall also carry standard professional liability insurance covering damages resulting from errors and omissions of the Consultant or his employees or agents; the limit of liability shall be not less than \$1,000,000. All policies shall provide coverage on an occurrence basis. Certificates demonstrating insurance coverage shall be furnished to the County within 15 days of the execution of this Agreement showing all required coverages, limits, and endorsements. Coverage must be conditioned upon the County receiving thirty days prior written notice of reduction in coverages, cancellation, or non-renewal. Maintenance of such insurance is a condition precedent to the compensation of the Consultant. The Consultant shall also maintain statutory workers' compensation insurance and employer's liability insurance to cover employees and volunteers as required by state and federal law. All insurance required by this paragraph must be primary and non-contributory. Consultant's liability insurance policies must be endorsed to show this primary coverage.
6. Indemnification: The Consultant shall indemnify the County against all liability or loss sustained in connection with the Consultant's performance of this Agreement including any and all negligence and tortious conduct, and violations of any law, code or regulation.
7. Taxes: The Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, workman's compensation, social security and income tax laws, for the Consultant and any employees of the Consultant.
8. The Consultant warrants that he/she is not excluded or disqualified under federal law as stated in 29 C.F.R. § 98.300 and Executive Order 12549. The Consultant warrants that he/she will not subcontract with any person who is excluded or disqualified.
9. If this Agreement is funded in any part by federal funds, Consultant will provide its DUNS number to the County prior to beginning work under this Agreement.
Consultant's DUNS number is: _____
10. If Consultant is a state agency, local government, or non-profit organization, Consultant agrees to comply with federal audit requirements, which may apply if \$500,000 or more of total federal funds are expended by Consultant during any federal fiscal year. These

audits must comply with OMB Circular A-133 or 2 CFR 200, as applicable. A copy of any required audit must be submitted to County when available.

11. Termination: The County may terminate this Agreement, in whole or in part, at any time, by giving at least ten (10) days written notice to the Consultant. If the Consultant fails to perform in the manner called for in this Agreement, the County may terminate this Agreement immediately for cause with written notice. The Consultant shall be paid for work performed in accordance with this Agreement and expenses incurred to the date of termination.

AGREED this _____ day of _____, _____.

[CONSULTANT'S BUSINESS NAME]
[Insert Name]
[Insert Title]

SAN JUAN COUNTY [DEPARTMENT]
[Insert Department Head]
[Insert Title]

Date

Date

APPROVED AS TO FORM ONLY:

Randall K. Gaylord
San Juan County Prosecuting Attorney

By: _____
Date

IF NOT ADOPTED IN THE BUDGET OR IF AMOUNT IS >\$10,000, USE THIS SIGNATURE PAGE

[CONSULTANT'S BUSINESS NAME]
[Insert Name]
[Insert Title]

SAN JUAN COUNTY [DEPARTMENT]
[Insert Department Head]
[Insert Title]

Date

Date

APPROVED AS TO FORM ONLY:

Randall K. Gaylord
San Juan County Prosecuting Attorney

By: _____
Date

FINAL APPROVAL

County Manager
Michael J. Thomas

Date

SAMPLE

Exhibit A

Scope of Services

SAMPLE

Exhibit B

Fee Schedule

SAMPLE