



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

**REQUEST FOR PROPOSALS**

**TO ASSIST THE COUNTY IN APPLYING WAC CHAPTER 365-190 MINIMUM GUIDELINES  
TO REVIEW THE CLASSIFICATION OF AGRICULTURE 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 will review, and if needed, update its natural resource land designations intended to assure their long-term conservation.

A review and analysis of existing agricultural resource land designations pursuant to WAC Chapter 365-190 Minimum Guidelines is needed to inform the *Plan* update and identify any needed changes to agricultural resource land map designations. Of particular concern to the County are the State criteria related to future long-term commercial production.

**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, agriculture resource classification, and the economic analysis of agricultural resource viability and long-term commercial significance.

## **General Scope of Work**

**Task 1: Prepare a Background Report.** Synthesize and summarize:

- Applicable GMA regulations and guidelines for designating and de-designating agricultural resource lands;
- Applicable *Plan* Element B.2 Land Use goals and policies for agricultural resource land designation;
- Growth Management Hearings Board decisions and case law related to designation and de-designation of agricultural resource lands;
- Maps and designation data of existing agricultural resource lands;
- Other agricultural land use information;
- Obtain input from local stakeholders including the Agricultural Resource Committee and San Juan Conservation District.

**Deliverables:** Thirty-five (35) 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 agricultural industry in the County.** The analysis must address:

- Agricultural economic conditions in Western Washington and the County;
- The components or criteria of an economically viable agricultural industry;
- Analysis of whether the County has an economically viable agricultural industry;
- The minimum amount of agricultural resource lands needed to maintain economic vitality and retain supporting businesses; and
- Meet with local stakeholders including the Agricultural Resource Committee and San Juan Islands Conservation District.

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

**Deliverables:** Thirty-five (35) hard copies and one electronic copy of the draft and final white papers in Word and PDF. Presentation of the information at three meetings (County Council, Planning Commission and Agricultural Resource Committee).

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

**Deliverables:** Thirty-five (35) hard copies and one electronic copy in Word and PDF of a draft and final white papers. Presentation of the information at three meetings (County Council, Planning Commission and Agricultural Resource Committee).

**Task 4: Create an agricultural resource land designation report and draft updated maps.** The draft maps must identify tax parcels properly currently mapped as designated agricultural resource lands, those that are mapped but no longer meet the designation criteria, and those that are not mapped as agricultural resource lands that do meet the 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 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; and
- (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 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](mailto: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**

Questions regarding this Request for Proposal should be directed to Linda Kuller at (360) 370-7572 or [LindaK@sanjuanco.com](mailto:LindaK@sanjuanco.com) or Erika Shook, AICP, Director at (360) 370-7571 or [ErikaS@sanjuanco.com](mailto: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

**FINAL APPROVAL**  
 County Manager  
 Michael J. Thomas

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

\_\_\_\_\_  
 Date

**Exhibit A**

**Scope of Services**

*SAMPLE*

**Exhibit B**

**Fee Schedule**

*SAMPLE*