



STATE OF WASHINGTON
Puget Sound Partnership

REQUEST FOR QUALIFICATIONS AND QUOTATIONS
RFQQ NO. 2022-157

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PROJECT TITLE:	Puget Sound Ecosystem Monitoring Program (PSEMP) for up to 3 Work Group Support: Marine Birds, Marine Waters, and Salmonids Work Groups	
RESPONSE DUE DATE	April 25, 2022 by 1:00pm PST	
RFQQ DELIVERY ADDRESS	Send Proposals to: pspcontracts@psp.wa.gov . Letter of submittal must be signed then scanned and submitted electronically with Bidder's Response	
EXPECTED TIME PERIOD FOR CONTRACT:	July 1, 2022 or Date of Execution (whichever is later) – June 30, 2023	
PROCUREMENT COORDINATOR:	Arjean Travis, Procurement Coordinator pspcontracts@psp.wa.gov	

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1 INTRODUCTION

1.1 PURPOSE AND BACKGROUND

Purpose

The Puget Sound Partnership (Partnership) was created in 2007 to lead and coordinate the Puget Sound recovery effort. As the backbone organization, one of the Partnership's functions is to support the [Puget Sound Ecosystem Monitoring Program \(PSEMP\)](#). The mission of PSEMP is to convene a collaborative network of subject matter experts who organize, synthesize, and communicate scientific information from many monitoring organizations and different parts of the ecosystem to directly address foundational management and science questions critical to the recovery of the ecosystem.

Topic-based technical work groups are the primary venue to assemble the many entities from across Puget Sound that are responsible for and implement actual environmental monitoring efforts. For more information about the purpose and scope of PSEMP, please see the [2018-2022 Strategic Plan](#). The purpose of this solicitation is to hire an individual or consultant to coordinate one or more of the following PSEMP Work Groups:

- Marine Birds Work Group
- Marine Waters Work Group
- Salmonids Work Group

Coordination includes supporting the work group's meetings, events, and products as detailed in the scope of work below.

Background

The goals of the PSEMP Work Groups are centered around collaborating across monitoring programs, supporting adaptive management of recovery efforts, and improving communication to improve access to credible information to guide recovery decisions. For more information about the work groups, please visit their work group web pages and work plans. The work plans include details and planned activities through June 2023.

- Marine Birds Work Group – [Work Group Web Page](#); [Work Plan 2022-23](#)
- Marine Waters Work Group – [Work Group Web Page](#); [Work Plan 2022-23](#)
- Salmonids Work Group – [Work Group Web Page](#); [Work Plan 2022-23](#)

1.2 OBJECTIVE/ SCOPE of WORK

Objective:

The objectives and outcomes of this RFQQ are to provide the PSEMP Marine Birds, Marine Waters, and Salmonids Work Groups with experienced contracted Coordinators that will assist and support work group meetings, events, progress, goals, and products. The roles and duties of the coordinators are described below in the Scope of Work. Please note that each Work Group has different Scopes of Work based on the Work Group's work plan.

Application Process:

Bidders who are applying for more than one PSEMP Work Group support position should submit separate proposals for each work group. Bidders must clearly identify which work group position they are applying for in separate proposals. Each proposal must include all sections of the RFQQ.

If Bidder puts multiple bids on **one** proposal and does not submit separate proposals for each of the work group coordinator’s positions, PSP will reject the proposal as non-responsive and will not be moved forward for evaluation scoring.

Scope of Work:

1. MARINE BIRDS WORK GROUP COORDINATOR SCOPE OF WORK:

Task No.	Tasks Descriptions	Deliverable/ Outcome	Due Date/ Timeframe	Payment Amount
0	Progress Report: Track and provide a record of activities accomplished as a coordinator every month.	Monthly check ins (approximately 30 mins) with the Monitoring Network Coordinator. A progress report with invoices.	Monthly	
1	Coordinate PSEMP Marine Birds Work Group.			\$45,000
1a.	Work Group Meetings: Plan, organize, schedule, and support approximately 4 meetings of the PSEMP Marine Birds Work Group. Smaller meeting events may be convened as necessary. This includes structuring meetings, agenda topics, and presentations that are inclusive and equitable.	4 Marine Birds WG meetings with meeting agendas and summaries posted to the PSEMP Marine Birds Work Group webpage. Meeting information is posted on the PSEMP calendar as available.	Approx. quarterly	
1b.	Equity Integration & Support: Support the development and integration of diversity, equity, inclusion, and environmental justice to PSEMP. This includes responding to requests and recommendations by the Partnership, Equity Advisory Group, tribal partners, and items relevant to the HEAL Act. Specific requests may include, but are not limited to, efforts around the Partnership’s Equity Assessment, Community Engagement Plan, and trainings.	Participation in meetings upon request. Provide feedback and responding to recommendations and requests regarding the integration of diversity, equity, inclusion, and environmental justice. Communication and coordination with Marine Birds WG regarding updates and relevant requests.	Ongoing	
1c.	Support the Development of Products from 2022-23 Work Plan: Lead the development of work plan products consistent with 2022-23 work plan , inclusive of tasks whereby the WG is supporting funded Monitoring to Accelerate Recovery projects. Ensure processes are in place for work plan products to develop and foster conversations and collaborations. The coordinator will communicate and share products with the PSEMP network and promote the products to the relevant audiences.	Products from the 2022 Work Plans – Post products as they are finished onto the Marine Birds webpage.	Ongoing	

1c.1	<p>Puget Sound Indicator Program Connections and Support:</p> <ol style="list-style-type: none"> 1. Support and facilitate the development and reporting of indicators as requested by the Indicator Reporters, Reporting Program leads, and Partnership Staff and consistent with the Marine Birds work plan indicator related tasks. 2. Liaise between Partnership staff that oversee indicators and the work group as needed 3. Plan for and lead the work group through a process to revise the Marine Birds related Vital Signs Key Messages over the course of two to three meetings, share a draft for review to Partnership staff via upload on Box to folder we will specify, and address comments and submit final draft to Box. Partnership staff will post the update to key messages on Puget Sound Info. 	<p>1-2: Summary of these activities in progress reports and during verbal check-ins</p> <p>3. Draft and final updates of the Vital Sign key messages</p>	<p>1-2: Ongoing</p> <p>3. Draft: February 1, 2023 and final March 1, 2023</p>	
1d.	<p>Develop 2023 Work Plan: With guidance from the Marine Birds Work Group, PSEMP Steering Committee, and the Partnership’s Monitoring Network Coordinator, develop a 2023-24 work plan for the work group and provide support for the WG’s implementation of the work plans. The work plan should also include a report of the work accomplished in 2022.</p>	<p>Marine Birds Work Group Work Plan for 2023-24 provided to the Monitoring Network Coordinator and linked to the work group web page.</p>	<p>April 1 - June 30, 2023</p>	
1e.	<p>Work Group Leads Meetings: Actively participate in PSEMP Work Group Leads meetings to support collaboration across work groups.</p>	<p>Participation in Work Group Leads Meetings and update the Marine Birds Work Group with any relevant updates.</p>	<p>Approximately quarterly</p>	
1f.	<p>Steering Committee Meetings: Actively track the bi-monthly PSEMP Steering Committee meetings. Participate in the Steering Committee meetings as relevant to the work group interests. Ensure the Marine Birds WG is updated on Steering Committee work, conversations, and announcements. The coordinator is expected to review the Steering Committee’s meeting summary and share any relevant information with the WG.</p>	<p>Track and occasionally participate in Steering Committee Meetings. Provide updates to the Work Group with any relevant updates.</p>	<p>Bi-monthly (every two months)</p>	
1g.	<p>Webpage and Email List: Manage the Marine Birds WG email list and maintain and update the group’s portion of the PSEMP website through the Partnership’s Box-based</p>	<p>Maintained Work Group email list and posted Work Group updates on the webpage.</p>	<p>Update as needed</p>	

	website and newer platforms as they become available.			
1h.	Recruitment of Members: Actively recruit new members from the US and Canada and integrate new members in work group processes. Ensure new members are welcomed to the work group, by proactively reducing barriers to inclusion to support an inclusive community environment.	New members joining the Marine Birds WG and an updated roster of members.	Ongoing	

2. MARINE WATERS WORK GROUP COORDINATOR SCOPE OF WORK:

Task No.	Tasks Descriptions	Deliverable/ Outcome	Due Date/ Timeframe	Payment Amount
0	Progress Report: Track and provide a record of activities accomplished as a coordinator every month.	Monthly check ins (approximately 30 mins) with the Monitoring Network Coordinator. A progress report with invoices.	Monthly	-
1	Coordinate PSEMP Marine Waters Work Group.			\$48,000
1a.	Work Group Meetings: Plan, organize, schedule, and support 4 meetings of the PSEMP Marine Waters Work Group and 6 Marine Conditions Updates annually. This includes structuring meetings, agenda topics, and presentations that are inclusive and equitable.	4 Marine Waters WG meetings and 6 Marine Conditions Update with meeting agendas and summaries posted to the PSEMP Marine Waters Work Group webpage. Meeting information is posted on the PSEMP calendar as available.	Approx. quarterly or bi-monthly (every two months).	
1b.	Equity Integration & Support: Support the development and integration of diversity, equity, inclusion, and environmental justice to PSEMP. This includes responding to requests and recommendations by the Partnership, Equity Advisory Group, tribal partners, and items relevant to the HEAL Act. Specific requests may include, but are not limited to, efforts around the Partnership's Equity Assessment, Community Engagement Plan, and trainings.	Participation in meetings upon request. Provide feedback and responding to recommendations and requests regarding the integration of diversity, equity, inclusion, and environmental justice. Communication and coordination with Marine Waters WG regarding updates and relevant requests.	Ongoing	
1c.	Support the Development of Products from 2022-23 Work Plan: Lead the development of work plan products consistent with 2022-23 work plan , inclusive of tasks whereby the WG is supporting funded Monitoring to Accelerate Recovery projects. Ensure processes are in place for work plan products to develop and foster conversations	Products from the 2022 Work Plan– Post products as they are finished onto the Marine Waters webpage and share accordingly.	Ongoing	

	and collaborations. The coordinator will communicate and share products with the PSEMP network and promote the products to the relevant audiences.			
1c.1	<p>Puget Sound Indicator Program Connections and Support:</p> <p>1. Support and facilitate the development and reporting of indicators as requested by the Indicator Reporters, Reporting Program leads, and Partnership Staff and consistent with the Marine Waters work plan indicator related tasks.</p> <p>2. Liaise between Partnership staff that oversee indicators and the work group as needed</p> <p>3. Plan for and lead the work group through a process to revise the Marine Waters related Vital Signs Key Messages over the course of two to three meetings, share a draft for review to Partnership staff via upload on Box to folder we will specify, and address comments and submit final draft to Box. Partnership staff will post the update to key messages on Puget Sound Info.</p>	<p>1-2: Summary of these activities in progress reports and during verbal check-ins</p> <p>3. Draft and final updates of the Vital Sign key messages</p>	<p>1-2: Ongoing</p> <p>3. Draft: February 1, 2023 and final March 1, 2023</p>	
1c.2	<p>Annual Overview Workshop & Review: Provide support for the workshop, coordination, and organization as needed.</p>	Support for the Work Group's product, Marine Waters Overview.	Throughout the contract period.	
1d.	<p>Develop 2023-24 Work Plan: With guidance from the Marine Waters Work Group, PSEMP Steering Committee, and the Partnership's Monitoring Network Coordinator, develop a 2023-24 work plan for the work group and provide support for the WG's implementation of the work plans. The work plan should also include a report of the work accomplished in 2022.</p>	Marine Waters Work Group Work Plan for 2023-24 provided to the Monitoring Network Coordinator and linked to the work group web page.	April 1 - June 30, 2023	
1e.	<p>Work Group Leads Meetings: Actively participate in PSEMP Work Group Leads meetings to support collaboration across work groups.</p>	Participation in Work Group Leads Meetings and update the Marine Waters Work Group with any relevant updates.	Approximately quarterly	
1f.	<p>Steering Committee Meetings: Actively track the bi-monthly PSEMP Steering Committee meetings. Participate in the Steering Committee meetings as relevant to the work group interests. Ensure the Marine Waters WG is updated on Steering Committee work,</p>	Track and occasionally participate in Steering Committee Meetings. Provide updates to the Work Group with any relevant updates.	Bi-monthly (every two months)	

	conversations, and announcements. The coordinator is expected to review the Steering Committee's meeting summary and share any relevant information with the WG.			
1g.	Webpage and Email List: Manage the Marine Waters WG email list and maintain and update the group's portion of the PSEMP website through the Partnership's Box-based website and newer platforms as they become available.	Maintained Work Group email list and posted Work Group updates on the webpage.	Update as needed	
1h.	Recruitment of Members: Actively recruit new members from the US and Canada and integrate new members in work group processes. Ensure new members are welcomed to the work group, by proactively reducing barriers to inclusion to support an inclusive community environment.	New members joining the Marine Waters WG and an updated roster of members.	Ongoing	

3. SALMONIDS WORK GROUP COORDINATOR SCOPE OF WORK:

Task No.	Tasks Descriptions	Deliverable/ Outcome	Due Date/ Timeframe	Payment Amount
0	Progress Report: Track and provide a record of activities accomplished as a coordinator every month.	Monthly check ins (approximately 30 mins) with the Monitoring Network Coordinator. A progress report with invoices.	Monthly	
1	Coordinate PSEMP Salmonids Work Group.			\$55,000
1a.	Work Group Meetings: Plan, organize, schedule, and support approximately 6 to 11 meetings of the PSEMP Salmonids Work Group. This includes structuring meetings, agenda topics, and presentations that are inclusive and equitable.	6-11 Salmonids WG meetings with meeting agendas and summaries posted to the PSEMP Salmonids Work Group webpage. Meeting information is posted on the PSEMP calendar as available.	Approx. monthly to bi-monthly (every two months)	
1b.	Equity Integration & Support: Support the development and integration of diversity, equity, inclusion, and environmental justice to PSEMP. This includes responding to requests and recommendations by the Partnership, Equity Advisory Group, tribal partners, and items relevant to the HEAL Act. Specific requests may include, but are not limited to, efforts around the Partnership's Equity Assessment, Community Engagement Plan, and trainings.	Participation in meetings upon request. Provide feedback and respond to recommendations and requests regarding the integration of diversity, equity, inclusion, and environmental justice. Communication and coordination with Salmonids WG regarding updates and relevant requests.	Ongoing	
1c.	Support the Development of Products from 2022-23 Work Plan:	Products from the 2022 Work Plan– Post products as they are	Ongoing	

	<p>Lead the development of work plan products consistent with 2022-23 work plan, inclusive of tasks whereby the WG is supporting funded Monitoring to Accelerate Recovery projects. Ensure processes are in place for work plan products to develop and foster conversations and collaborations. The coordinator will communicate and share products with the PSEMP network and promote the products to the relevant audiences.</p> <p>Note that additional subtasks to support coordination, development, or communication of salmonid monitoring related projects or products may be appended to this contract if and when additional funding is available.</p>	finished onto the Salmonids webpage and share accordingly.		
1c.1	<p>Puget Sound Indicator Program Connections and Support:</p> <ol style="list-style-type: none"> 1. Support and facilitate the development and reporting of indicators as requested by the Indicator Reporters, Reporting Program leads, and Partnership Staff and consistent with the Salmonid work plan indicator related tasks. 2. Liaise between Partnership staff that oversee indicators and the work group as needed 3. Facilitate conversations for work group to vet protocols for Common Indicators with guidance and support of the Salmon Scientist (Partnership Staff). 4. Plan for and lead the work group through a process to revise the Salmon Vital Signs Key Messages over the course of two to three meetings, share a draft for review to Partnership staff via upload on Box to folder we will specify, and address comments and submit final draft to Box. Partnership staff will post the update to key messages on Puget Sound Info. 	<p>1 through 3: Summary of these activities in progress reports and during verbal check-ins</p> <p>4. Draft and final updates of the Vital Sign key messages</p>	<p>1 through 3: Ongoing</p> <p>4. Draft: February 1, 2023 and final March 1, 2023</p>	
1c.2	<p>Regional Monitoring Framework:</p> <p>With guidance from the Salmon Recovery Manager and Salmon Scientist, facilitate meetings and support the development of a Regional Monitoring Framework.</p>	A Regional Monitoring Framework to support PSEMP Salmonids WG, Partnership staff, and salmon recovery partners.	Ongoing	

	This includes communicating the strategy to relevant audiences.			
1c.3	Salmon Recovery Funding Board Projects: Facilitate annual meetings to review and give approval certifications for regional monitoring projects to be submitted to the Salmon Recovery Funding Board.	Certifications for regional monitoring projects to be submitted to the Salmon Recovery Funding Board.	June 30, 2023	
1c.4	Watershed Storymap: Provide the venue to provide input on the development and updates of the storymap as requested. Provide facilitation as needed and support communication of this product to relevant audiences.	Salmonids WG developed the process and product of the Watershed Storymap.	As requested	
1c.5	Juvenile Smolt Trap Monitoring Support: Provide forum and facilitation upon request to support and advance the Juvenile Smolt Trap Monitoring coalition.	A legislative strategy developed by the coalition and communication materials for the 2023 Washington State Legislative Session.	July 1, 2022 – May 30, 2023	
1d.	Develop 2023-24 Work Plan: With guidance from the Salmonids Work Group, PSEMP Steering Committee, and the Partnership’s Monitoring Network Coordinator, develop a 2023-24 work plan for the work group and provide support for the WG’s implementation of the work plans. The work plan should also include a report of the work accomplished in 2022.	Salmonids Work Group Work Plan for 2023-24 provided to the Monitoring Network Coordinator and linked to the work group web page.	April 1 - June 30, 2023	
1e.	Work Group Leads Meetings: Actively participate in PSEMP Work Group Leads meetings to support collaboration across work groups.	Participation in Work Group Leads Meetings and update the Salmonids Work Group with any relevant updates.	Approximately quarterly	
1f.	Steering Committee Meetings: Actively track the bi-monthly PSEMP Steering Committee meetings. Participate in the Steering Committee meetings as relevant to the work group interests. Ensure the Salmonids WG is updated on Steering Committee work, conversations, and announcements. The coordinator is expected to review the Steering Committee’s meeting summary and share any relevant information with the WG.	Track and occasionally participate in Steering Committee Meetings. Provide updates to the Work Group with any relevant updates.	Bi-monthly (every two months)	
1g.	Webpage and Email List: Manage the Salmonids WG email list and maintain and update the group’s portion of the PSEMP website through the Partnership’s Box-based website and newer platforms as they become available.	Maintained Work Group email list and posted Work Group updates on the webpage.	Update as needed	

1h.	Recruitment of Members: Actively recruit new members from the US and Canada and integrate new members in work group processes. Ensure new members are welcomed to the work group, by proactively reducing barriers to inclusion to support an inclusive community environment.	New members joining the Salmonids WG and an updated roster of members.	Ongoing	
1i.	Support Salmon Science Advisory Group: Provide coordination support as requested to the Salmon Science Advisory Group. This includes assisting with communication, dialogue, and complimentary roles between the Salmonids WG and Salmon Science Advisory Group.	Coordination support for the Salmon Science Advisory Group with linkages to the Salmonids WG.	As requested	

1.3 MINIMUM QUALIFICATIONS

Bidders must be licensed to do business in the state of Washington and demonstrate adequate administrative capacity to coordinate this multi-part, multi-party project.

The proposed **Consultant** must have at least three (3) years of these experiences (please provide samples of work; summary descriptions or links to project websites are acceptable samples):

- **Inclusive Facilitation, communication, and organization** skills and experience in coordinating, convening, and managing communication for interdisciplinary, inclusive and diverse, multi-sector groups.
- **Content familiarity** and experience working on and have participated in projects related to Salish Sea ecosystem recovery with particular familiarity in topics related to the work group of interest: marine birds, marine waters, or salmonids and associated species, and habitats. (Submit only experience of content familiarity for the work group position that bidder is applying for).
- Experience and understanding of **diversity, equity, inclusion, and environmental justice and applying these skills in the work environment.**

Bidders who do not meet these minimum qualifications will be rejected as non-responsive and will not receive further consideration. Any Response that is rejected as non-responsive will not be evaluated or scored.

1.4 FUNDING

The overall budget for the total of the three work group coordinator contracts shall not exceed **\$148,000** for the duration of the project through **June 30, 2023**.

The overall budget for the coordination support for each specific work group shall not exceed the following for the duration of the project through June 30, 2023.

- **Marine Birds Work Group: \$45,000**
- **Marine Waters Work Group: \$48,000**
- **Salmonids Work Group: \$55,000**

If additional available funding is awarded through EPA and/or State funds during the biennium 2021-2023 and the next biennium 2023-2025, for continuations of this project work, the AGENCY reserves the right to increase the current project amount noted above and extend the contract scope and budget through amendments for up to four (4) years, as applicable.

Puget Sound Partnership adheres and is in compliance with the Governor's Directive 20-05.

1.5 PERIOD OF PERFORMANCE

The period of performance of any contract(s) resulting from this RFQQ is tentatively scheduled to begin **July 1, 2022 or Date of execution, whichever is later through June 30, 2023** unless terminated by either party in accordance with the contractual termination clause.

The AGENCY reserves the right to extend the period of performance beyond June 30, 2023 and increase funding as stated in section 1.4 Funding above, for up to four (4) years through amendments as needed.

1.6 DEFINITIONS

Definitions for the purposes of this RFQQ include:

Agency. The Puget Sound Partnership is the agency of the state of Washington that is issuing this RFQQ.

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

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

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

PSEMP. Puget Sound Ecosystem Monitoring Program

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 AGENCY 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 AGENCY for this procurement. All communication between the Consultant and the AGENCY upon receipt of this RFQQ shall be with the RFQQ Coordinator, as follows:

Name	Arjean Travis
Mailing/Street Address	PO Box 40900 Olympia, WA. 98504
Phone Number	Cell (360) 742-7147
E-Mail Address	pspcontracts@psp.wa.gov

Any other communication will be considered unofficial and non-binding on the AGENCY. 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	March 21, 2022
Bidder questions must be received no later than 3:00 p.m. PST	April 1, 2022
Issue Q & A addendum to RFQQ (if applicable)	April 4, 2022
Proposals due, 1:00 p.m. PST	April 25, 2022
Evaluate proposals	April 26-May 12, 2022
Conduct oral interviews with finalists, if required	May 23, 2022
Announce "Apparent Successful Contractor" and send notification via fax or e-mail to unsuccessful proposers	May 25, 2022
Debrief conference request received no later than 3:00pm PST	May 31, 2022
Hold debriefing conferences (if requested)	June 6-7, 2022
Negotiate contract	May 25, 2022 – June 20, 2022
Protest notification must be received no later than 3:00 p.m. PST	June 15, 2022
Begin contract work	June 29, 2022

The AGENCY reserves the right to revise the above schedule.
The AGENCY reserves the right, at our discretion, to bring in the "top-scored" bidder for follow up questions

2.3 SUBMISSION OF PROPOSALS

Date: Consultants are required to submit electronically to the Procurement Coordinator at the email address specified on page 1 of this RFQQ.

Time: Proposals must arrive at the PSP no later than the time specified on page 1 of the RFQQ

Format: Proposals must be attached to e-mail in .pdf format. Zipped files cannot be received by the AGENCY and cannot be used for submission of proposals.

Signatures: The cover submittal letter and the Certifications and Assurances form must have a scanned signature of the individual within the organization authorized to bind the Bidder to the offer.

The AGENCY does not assume responsibility for problems with Bidder's e-mail. If the AGENCY'S e-mail is not working, appropriate allowance will be made.

Bidders should allow sufficient time to ensure timely receipt of the proposal by the Procurement Coordinator. Late proposals will not be accepted and will be automatically disqualified from further consideration, unless the AGENCY's e-mail is found to be at fault. All proposals and any accompany documentation become the property of the AGENCY and will not be returned.

2.4 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

Proposals submitted in response to this competitive procurement shall become the property of the AGENCY. All proposals received shall remain confidential until the contract, if any, resulting from this RFQQ is signed by the Director of the AGENCY, or his Designee, and the apparent successful Contractor; 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, or other state or federal law that provides for the nondisclosure of your document, 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 AGENCY 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 AGENCY 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, or other state or federal law that provides for nondisclosure, the AGENCY 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.

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

2.6 MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

In accordance with the legislative findings and policies set forth in Chapter 39.19 RCW, the state of Washington encourages participation in all of its contracts by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation or on a subcontractor basis. Additional points preference will be included in the evaluation and scoring of proposals as listed in section 4.3 of the RFQQ. No minimum level of MWBE participation shall be required as a condition for receiving an award, and proposals will not be rejected or considered non-responsive on that basis.

Bidders may contact OMWBE at toll free (866) 208-1064 or <https://omwbe.wa.gov/directory-certified-firms> to obtain information on certified firms.

2.7 ACCEPTANCE PERIOD

Proposals must provide 60 days for acceptance by AGENCY 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. Non-responsive proposals will not be evaluated or scored.

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

2.9 MOST FAVORABLE TERMS

The AGENCY 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 AGENCY 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 AGENCY.

2.10 CONTRACT AND GENERAL TERMS & CONDITIONS

The apparent successful contractor 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 AGENCY 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 CONTRACTOR based upon agreement between the AGENCY and the CONTRACTOR.

2.11 COSTS TO PROPOSE

The AGENCY 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 state of Washington or the AGENCY to contract for services specified herein.

2.13 REJECTION OF PROPOSALS

The AGENCY 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 director of the AGENCY or the director's delegate are the only individuals who may legally commit the AGENCY 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 Contractor is to furnish the AGENCY with a certificate of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.

The Contractor shall, at Contractor'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 Contractor shall furnish evidence in the form of a Certificate of Insurance that insurance shall be provided, and a copy shall be forwarded to the AGENCY within fifteen (15) days of the contract effective date.

Liability Insurance

Commercial General Liability Insurance (CGL): Contractor 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 Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

Business Auto Policy: As applicable, the Contractor 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 Contractor 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 AGENCY, 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 AGENCY 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 agency 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 AGENCY, the risk manager for the state of Washington, 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 state does not represent that coverage and limits will be adequate to protect Contractor, and such coverage and

limits shall not limit Contractor's liability under the indemnities and reimbursements granted to the state in this contract.

Workers' Compensation Coverage

The Contractor 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 state will not be held responsive in any way for claims filed by the Contractor 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, including the instructions listed under Section 1.2 – Objectives and Scope of Work for multiple proposal submittal requirements. 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
3. Quotation

Proposals must provide information in the same order as presented in this document with the same headings and numbering format. 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.

The AGENCY will eliminate from the evaluation and scoring process any Bidder not fulfilling all mandatory and scoring requirements or not presenting an acceptable alternative.

3.1 LETTER OF SUBMITTAL, CERTIFICATE OF ASSURANCES, and CONTRACTOR CERTIFICATION FOR COMPETITIVE PURCHASES (MANDATORY)

The Letter of Submittal and the attached Certifications and Assurances form, and Contractor Certification for Competitive Purchases (Exhibit A and Exhibit A-1 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 – INCLUDES THE MINIMUM QUALIFICATIONS IN SECTION 1.3 ABOVE

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. The optional fourth section would include proof of certification for minority and women-owned businesses participating on the project.

3.2.1 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 AGENCY 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 AGENCY 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.

3.2.2 QUALIFICATIONS (See Evaluation, Weighting, and Scoring Table in section 4.3 below)

1. EXPERIENCE RELATED TO PROPOSED SCOPE OF WORK (SCORED)

- A. Describe services provided by the **Consultant** that demonstrates at least three (3) years qualification and ability to provide the services described in section 1.2 above. Please include examples (using links where available) of projects and products where the Consultant employed the following skills and expertise:
 - **Facilitation, Communication, and Organization Skills:**
 - Experience engaging, coordinating, and facilitating interaction among groups of people with diverse perspectives and expertise, strong relationship-building skills, organization and reliable communication, and creating conditions to foster inclusion and belonging.
 - Experience and skills in facilitating in-person, virtual, and hybrid (both in-person and virtual settings) meeting formats.

- Experience utilizing Zoom or other virtual meeting platforms and asynchronous tools to support participation and engagement.
- Management of multiple simultaneous projects and deadlines
- Committed to advancing diversity, equity, inclusion, and environmental justice and applying these lenses to the work of the work group.
- Experience in effectively integrating and communicating technical information to a wide variety of audiences including scientists, practitioners, academics, and interested community members.
- Experience and skills in building and supporting a program or network that engages with multiple organizations and incorporates various ways of knowing.
- Has experience communicating information in an organized and accessible fashion, including through web-based channels such as email and a Box-based website.
- **Content Familiarity:**
 - Familiarity with PSEMP and its relationship with the Salish Sea recovery effort.
 - Expertise related to the topical focus on the Work Group (Marine Birds, Marine Waters, and/or Salmonids) in the Salish Sea..
 - Experience working on Salish Sea marine waters, marine birds, and/or salmonids at a technical, policy, and management level.

2. STAFFING STRUCTURE AND QUALIFICATION (SCORED)

- A. **Project Team Structure:** Provide a description of the proposed core project team structure and internal controls to be used during the course of the project, including any subcontractors. Identify core team members for each task described in section 1.2 above and provide an organization chart.
- B. **Project Lead:** Provide the name and resume' for the person who will be the lead contact for the project.
- C. **Project Team Resumes and Roles:** Provide names and resumes' for other core staff. Provide information on the individual's potential role in this project and any particular skills, education, experience, or significant accomplishments related to the scope of work (section 1.2) and/or related to the qualifications listed in section 1.3.
- D. **Sub-consultants:** List any sub-consultants you may want to include to complete your roster of services. Describe what services each would provide. Provide the business information described in Section 3.2.1 about each.

3. SCHEDULE (SCORED)

Include a proposed schedule given the Scope of Work described in section 1.2 above.

4. REFERENCE (MANDATORY)

List names, addresses, telephone numbers, and e-mail addresses of three business references for whom work has been accomplished by the **Firm** and briefly describe the type of service provided for them. At least one, preferably two, of the Firm

references must also serve as a reference for the **Project Lead**. Provide at least two business references for any subcontractors on the **Project Team**. The Consultant must grant permission to the AGENCY to contact the references and others who may have pertinent information. Do not include current AGENCY staff as references. The AGENCY may evaluate references at the AGENCY's discretion.

5. OMWBE CERTIFICATION (ADDITIONAL POINTS COULD BE APPLIED IF THE "PRIME" OR THE PROPOSED "SUBCONTRACTOR(S)" ON THE PROPOSAL(S) ARE SMALL, MINORITY, WOMEN OR VETERAN-OWNED BUSINESSES)

Include proof of certification issued by the Washington State Office of Minority and Women's Business Enterprises if certified minority-owned firm and/or women-owned firm(s) will be participating on this project.

Small businesses should meet the definition in the RCW 19.85.020(3).

3.3 QUOTATIONS SECTION

3.3.1 IDENTIFICATION OF COSTS (SCORED)

Identify all costs including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. The Consultant is to submit a fully detailed budget including staff costs, administrative costs, travel costs (if travel is required to conduct the services described in section 1.2 above, and any other expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Consultants are required to collect and pay Washington State sales tax, if applicable.

Costs for subcontractors are to be broken out separately. Please note if any subcontractors are certified by the Office of Minority and Women's Business Enterprises.

Any identification of cost response that is rejected as non-responsive will not be evaluated or scored.

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 AGENCY, which will determine the ranking of the proposals.

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

AGENCY reserves the right, at its sole discretion, may bring in the "top-scoring" firm for follow up questions.

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 each of the work group’s coordinator’s position if bidder submits more than one proposal for evaluation purposes:

Qualifications Section <i>(Please see section 3.2.2 for details)</i> – 90%	80 points
Experience 50 points (maximum) <i>Please refer to section 3.2.2 (#1) and section 1.2 for further details</i>	
Staffing Structure and Qualification 25 points (maximum) <i>Please refer to section 3.2.2 (#2) for further details</i> Proposed Project Lead Consultant and/or project team structure.....15 points Resume(s).....10 points Schedule 5 points (maximum) <i>Please refer to section 1.2 -Scope of Work and 3.2.2 (#3) for further details</i>	
Quotation Section – 10%	10 points
TOTAL “TECHNICAL” SCORE	90 points
“Prime” bidder is considered a small, certified minority, women or veteran-owned business. <i>Refer to section 3.2.2 (#5)</i>	5 points
Proposed “subcontractor” to the “prime” bidder is considered a small, certified minority, women or veteran-owned business and has been allocated at least 10% of the total project cost in the proposal. <i>Refer to section 3.2.2 (#5)</i>	5 points
Total points if bidder or subcontractor is small, certified minority, women or veteran-owned business	10 points
Oral Presentation – 5% (additional 5 points are awarded ONLY if the top scored firms are requested for an oral interview in order to select a winning proposal)	5 points (only if oral interviews are requested)

4.4 ORAL PRESENTATIONS MAY BE REQUIRED

Oral presentations, if considered necessary by the AGENCY, may be utilized in selecting the winning proposal. The AGENCY, 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

(Optional Depending on the Project: As part of the final selection, the AGENCY 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 contractors 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 five (5) 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 AGENCY policy

Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as: 1) An evaluator's professional judgment on the quality of a proposal, or 2) AGENCY'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 AGENCY. The AGENCY director or an employee delegated by the director who was not involved in the procurement, will consider the record and all available facts and issue A written protest response no more than 10 business days from receipt of the protest, unless additional time is needed. The agency should notify the protesting bidder if additional time is needed.

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 AGENCY's action.
- Find only technical or harmless errors in the AGENCY's acquisition process and determine the AGENCY to be in substantial compliance and reject the protest.
- Find merit in the protest and provide the AGENCY 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 AGENCY determines that the protest is without merit, the AGENCY will enter into a contract with the apparently successful contractor. 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 A-1 Contractor Certification for Competitive Procurements
- Exhibit B SAMPLE Contract and General Terms and Conditions
- Exhibit C Administrative Review Checklist
- Exhibit D Purchasing Preference Requirements for Procurements

EXHIBIT A: CERTIFICATIONS AND ASSURANCES

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:

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. 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.
3. The attached proposal is a firm offer for a period of 180 days following receipt, and it may be accepted by the AGENCY without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 180-day period.
4. 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. If there are exceptions to these assurances, I/we have described them in full detail on a separate page attached to this document.
5. I/we understand that the AGENCY will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of the AGENCY, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by him/her prior to opening, directly or indirectly, to any other Bidder or to any competitor.
7. 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.
8. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
9. I/we grant the AGENCY the right to contact references and other, who may have pertinent information regarding the ability of the Bidder and the lead staff person to perform the services contemplated by this RFQQ.
10. If any staff member(s) who will perform work on this contract has retired from the State of Washington under the provisions of the 2008 Early Retirement Factors legislation, his/her name(s) is noted on a separately attached page.
11. I/we declare that I/we are a qualified independent or business owner that certifies my employees are not required to sign, as a condition of employment, mandatory, individual arbitration clauses and class or collective action waivers

On behalf of the Bidder submitting this proposal, my name below attests to the accuracy of the above statement. We are submitting a scanned signature of this form and the submittal letter with our proposal.

Signature of Proposer

Title

Date

SAMPLE CONTRACT EXHIBIT B: Contract Format including General Terms and Conditions (GT&Cs)

PURPOSE

The purpose of this agreement is

PERIOD OF PERFORMANCE

The period of performance under this agreement will be from the date of execution (_____) through _____. **No work shall commence under this agreement until it has been fully executed by both parties.**

COMPENSATION AND PAYMENT

Total compensation payable to CONTRACTOR for satisfactory performance of the work under this agreement shall not exceed **Spell out dollar amount (\$)** CONTRACTOR'S compensation for services rendered shall be in accordance with the Budget attached as Exhibit C.

In the event that the CONTRACTOR is a Sub-Recipient, the total amount of the award or sub-award for reimbursable activities shall not exceed the above amount, also in accordance with the Budget attached as Exhibit C.

FEDERAL FUNDING INFORMATION

This Contract includes federal funding Yes No

CONTRACTOR is a Sub-Recipient for purposes of this agreement Yes No

CFDA #	CFDA Title	Federal Grant Award Number	Federal Grant Award Name	Federal Agency Name
				Environmental Protection Agency

TERMS AND CONDITIONS

All rights and obligations of the parties to this contract shall be subject to and governed by the Terms and Conditions contained in the following exhibits, herein incorporated by reference. The contents of this Agreement include:

1. This contract cover sheet
2. Exhibit A – General Terms and Conditions
3. Exhibit B – Statement of Work & Budget
4. Exhibit C – Deliverables & Billing Procedures
5. Exhibit D - Lobbying Certification
6. Exhibit E – Sub-Recipient Federal Requirements (include only if this is Sub-Recipient contract)
 - Attachment 1- Federal Assurances Form 424B (Rev 4-2012)
 - Attachment 2- Federal Funding Accountability and Transparency Act Data Collection (FFATA form

ORDER OF PRECEDENCE

In the event of an inconsistency in this agreement, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable Federal and State of Washington Statutes and regulations
2. This Agreement/Contract, including Exhibit A, General Terms and Conditions
3. Exhibit B, Statement of Work and Budget Exhibit C, Deliverables & Billing Procedures
4. Any other Exhibit or provision, term or material incorporated herein by reference or otherwise incorporated

ENTIRE AGREEMENT

This agreement, including referenced exhibits and any other provision, term or material expressly incorporated by reference, represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

APPROVAL

This agreement shall be subject to the written approval of the AGENCY'S authorized representative and shall not be binding until so approved. The agreement may be altered, amended, or waived only by a written amendment executed by both parties.

This agreement is executed by the persons signing below, who warrant they have the authority to execute the agreement.

Puget Sound Partnership

Date	Brent Barnes Chief Operating Officer
	Date

APPROVED AS TO FORM:

/s Jonathan Thompson
Assistant Attorney General

December 5, 2013
Date

**SAMPLE CONTRACT EXHIBIT B -
GENERAL TERMS AND CONDITIONS**

Title:

1. DEFINITIONS

Definitions used throughout this contract, the following terms shall have the meaning set forth below:

- a. "AGENCY" means the Puget Sound Partnership (PSP) of the State of Washington, any division, section, office, unit or other entity of the AGENCY, or any of the officers or other officials lawfully representing that AGENCY.
- b. "AGENT" means the Director, and/or the delegate authorized in writing to act on the Director's behalf.
- c. "AGREEMENT" is interchangeable with contract in meaning.
- d. "CONTRACTOR" means that firm, provider, organization, individual or other entity performing service(s) under this contract or engaging in reimbursable activities as a Sub-Recipient, and shall include all employees of the CONTRACTOR.
- e. "DEBARMENT" means an action taken by a Federal agency or official to exclude a person or business entity from participating in transactions involving certain federal funds.
- f. "EPA" means U.S. Environmental Protection Agency.
- g. "SUBCONTRACTOR" means one not in the employment of the CONTRACTOR, who is performing all or part of those services under this contract under a separate contract with the CONTRACTOR. The terms "SUBCONTRACTOR" and "SUBCONTRACTORS" means SUBCONTRACTOR(s) in any tier.
- h. "SUB-RECIPIENT" means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency. Guidance on distinguishing between a subrecipient and a contractor is provided in 2 CFR §200.330. Subrecipient and contractor determinations.

2. 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 AGENCY.

3. 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.

4. AMERICANS WITH DISABILITIES ACT (ADA)

If the contract includes federal funding, the CONTRACTOR must comply with Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities by entities receiving Federal financial assistance. The CONTRACTOR may also be required to 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.

5. ASSIGNMENT

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

6. ASSURANCES

The AGENCY and the CONTRACTOR agree that all activity pursuant to this agreement will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

7. ATTORNEYS' 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.

8. CONFIDENTIALITY

Confidential information: The CONTRACTOR shall not use or disclose any information concerning the AGENCY, or information that may be classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of the AGENCY, or as may be required by law.

Personal Information (one form of confidential information): Personal information including, but not limited to, "Protected Health Information," collected, used, or acquired in connection with this contract shall be protected against unauthorized use, disclosure, modification or loss. CONTRACTOR shall ensure its directors, officers, employees, subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein. CONTRACTOR and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as otherwise required by law. Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The CONTRACTOR agrees to indemnify and hold harmless the AGENCY for any damages related to the CONTRACTOR'S unauthorized use of personal information.

9. CONFORMANCE

If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

10. COVENANT AGAINST CONTINGENT FEES

The CONTRACTOR warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the CONTRACTOR for securing business.

The AGENCY shall have the right, in the event of breach of this clause by the CONTRACTOR, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

11. CREDIT AND ACKNOWLEDGEMENT

Reports, documents, signage, videos, or other media, developed as part of projects funded by EPA funded Agreements shall display both the EPA and Puget Sound Partnership logos and the following credit line: "This project has been funded wholly or in part by the United States Environmental Protection Agency under Assistance Agreement [fill in award number]. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use." This requirement is for the life of the product, whether during or after the Agreement period.

12. DEBARMENT AND SUSPENSION

CONTRACTOR, by signature to this Contract, certifies that CONTRACTOR is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (Debarred). CONTRACTOR shall comply with applicable federal agency debarment and suspension rules adopted pursuant to Office of Management and Budget guidance at 2 CFR Part 180, such as 2 CFR Part 1532 for the Environmental Protection

Agency, which implement Executive Order 12549. CONTRACTOR acknowledges that failing to disclose the information required at 2 CFR 180.335 may result in the delay or negation of this contract, or pursuance of legal remedies, including suspension and debarment.

CONTRACTOR shall not award subcontracts or subawards to persons (individuals or organizations) listed on the Excluded Parties List located at www.sam.gov/. CONTRACTOR agrees to include the above requirements in all subcontracts into which it enters. The CONTRACTOR shall immediately notify AGENCY if, during the term of this Contract, CONTRACTOR becomes debarred. AGENCY may immediately terminate this Contract by providing CONTRACTOR written notice if CONTRACTOR becomes Debarred during the term hereof.

13. DISALLOWED COSTS

CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

14. DISPUTES

Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with AGENT.

- a. The request for a dispute hearing must:
 - Be in writing;
 - State the disputed issue(s);
 - State the relative positions of the parties;
 - State the CONTRACTOR'S name, address, and contract number; and
 - Be mailed to the AGENT and the other party's (respondent's) contract manager within three working calendar days after the parties agree that they cannot resolve the dispute.
- b. The respondent shall send a written answer to the requester's statement to both the agent and the requester within five working calendar days.
- c. The AGENT shall review the written statements and reply in writing to both parties within 10 working days. The AGENT may extend this period if necessary by notifying the parties.
- d. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution method in addition to the dispute resolution procedure outlined above.

15. DUPLICATE PAYMENT

The AGENCY shall not pay the CONTRACTOR, if the CONTRACTOR has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same services or expenses.

16. GEOSPATIAL DATA STANDARDS

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at <https://www.fgdc.gov/>

17. GOVERNING LAW

This contract shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

18. HOLD HARMLESS AND INDEMNIFICATION

- a. To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend, and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all

claims for injuries or death arising out of or resulting from the performance of the contract. "Claim," as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom.

- b. CONTRACTOR'S obligations to indemnify, defend, and hold harmless includes any claim by CONTRACTORS' agents, employees, representatives, or any subcontractor or its employees.
- c. CONTRACTOR expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to CONTRACTOR'S or any subcontractor's performance or failure to perform the contract. CONTRACTOR'S obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.
- d. CONTRACTOR waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.
- e. Nothing in this term shall be construed as a modification or limitation on the Contractor's obligation to procure insurance in accordance with this Contract or the scope of said insurance

19. HOTEL MOTEL FIRE SAFETY ACT

The Hotel and Motel Fire Safety Act of 1990 (Public Law 101-391) establishes a number of fire safety standards which must be met for hotels and motels. Pursuant to 40 CFR 30.18, if applicable, and 15 USC 2225a if any portion of this contract will be paid with federal funds, CONTRACTOR agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). CONTRACTOR may search the Hotel-Motel National Master List at: <http://apps.usfa.fema.gov/hotel/> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.

If necessary, the head of the Federal agency may waive this prohibition in the public interest.

20. INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this contract. The CONTRACTOR and his or her employees or agents performing under this contract are not employees or agents of the AGENCY. The CONTRACTOR will not hold himself/herself out as or claim to be an officer or employee of the AGENCY or of the State of Washington by reason hereof, nor will the CONTRACTOR make any claim of right, privilege or benefit that would accrue to such employee under law. Conduct and control of the work will be solely with the CONTRACTOR.

21. INDUSTRIAL INSURANCE COVERAGE

The CONTRACTOR shall comply with the provisions of Title 51 RCW, Industrial Insurance. This provision does not waive any of the Department of Labor & Industries' rights to collect from the CONTRACTOR.

22. INSURANCE

The CONTRACTOR shall maintain all necessary insurance coverage to protect Contractor and the State from losses, and claims which may arise out of or result from performance of duties related to this contractual agreement, including workers' compensation and commercial general liability, and other coverage types as may be required in writing.

23. INTELLECTUAL PROPERTY RIGHTS

Unless otherwise provided, all materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act, 17 U.S.C. § 101, et seq., and shall be owned by the AGENCY. Where federal funding is involved, the awarding federal agency may have a proprietary interest in patent rights to any inventions that are developed by the CONTRACTOR as provided in 35 U.S.C. §§200-212 and 37 CFR part 401 and retains a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

CONTRACTOR acknowledges that EPA has the right to reproduce, publish, use, and authorize others to use copyrighted works or other data developed under this assistance agreement for Federal purposes and EPA

may authorize another grantee to use copyrighted works or other data developed with Agency funds provided under contract to perform another grant when such use promotes efficient and effective use of Federal grant funds.

Where federal funding is involved, the awarding federal agency may have a proprietary interest in patent rights to any inventions that are developed by the CONTRACTOR as provided in 35 U.S.C. §§200-212 and 37 CFR part 401 and retains a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

CONTRACTOR acknowledges that in accordance with 40 CFR 30.36 and 31.34, EPA has the rights to reproduce, publish, use, and authorize others to use copyrighted works or other data developed under this assistance agreement for Federal purposes.

Examples of a Federal purpose include but are not limited to: (1) Use by EPA and other Federal employees for official Government purposes; (2) Use by Federal contractors performing specific tasks for the Government; (3) Publication in EPA documents provided the document does not disclose trade secrets (e.g. software codes) and the work is properly attributed to the recipient through citation or otherwise; (4) Reproduction of documents for inclusion in Federal depositories; (5) Use by State, tribal and local governments that carry out delegated Federal environmental programs as "co-regulators" or act as official partners with EPA to carry out a national environmental program within their jurisdiction and; (6) Limited use by other grantees to carry out Federal grants provided the use is consistent with the terms of EPA's authorization to the other grantee to use the copyrighted works or other data.

Under Item 6, the grantee acknowledges that EPA may authorize another grantee(s) to use the copyrighted works or other data developed under this grant as a result of:

- the selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or:
- termination or expiration of this agreement.

In addition, EPA may authorize another grantee to use copyrighted works or other data developed with Agency funds provided under this grant to perform another grant when such use promotes efficient and effective use of Federal grant funds.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

In the event the materials are not considered "works for hire" under the U.S. Copyright laws CONTRACTOR shall grant AGENCY, and any federal entity which provided federal funds used in this contract, 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.

Material which CONTRACTOR uses to perform the contract but is not created for or paid for by AGENCY is not "work made for hire"; however, CONTRACTOR shall grant the AGENCY a nonexclusive, royalty-

free, irrevocable license (with rights to sublicense others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display, provided that such license shall be limited to the extent which CONTRACTOR has a right to grant such a license to use this material for AGENCY internal purposes at no charge to AGENCY. The CONTRACTOR warrants and represents that CONTRACTOR has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the AGENCY. The AGENCY shall receive prompt written notice of each notice or claim of infringement received by the CONTRACTOR with respect to any material delivered under this contract. The AGENCY shall have the right to modify or remove any restrictive markings placed upon the material by the CONTRACTOR.

24. INTERNATIONAL TRAVEL (including Canada) – FOR FEDERAL FUNDED AGREEMENTS ONLY

All International Travel must be approved by the Office of International and Tribal Affairs (OITA) BEFORE travel occurs. Even a brief trip to a foreign country, for example to attend a conference, requires OITA approval. Please contact your EPA Project Officer as soon as possible if travel is planned out of the country, including Canada and/or Mexico, so that they can obtain appropriate approvals from EPA Headquarters. If you have questions, please contact your EPA Project Officer listed on the front page of the Award Document.

25. LICENSING, ACCREDITATION AND REGISTRATION

The CONTRACTOR shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this contract.

26. LIGHT REFRESHMENTS and/or MEALS

Unless the event(s) and all of its components are described in the approved workplan, the recipient agrees to obtain prior approval from EPA for the use of grant funds for light refreshments and/or meals served at meetings, conferences, training workshops, and outreach activities (events). The recipient must send requests for approval to the EPA Project Officer and include:

- 1) An estimated budget and description for the light refreshments, meals, and/or beverages to be served at the event(s);
- 2) A description of the purpose, agenda, location, length and timing for the event; and,
- 3) An estimated number of participants in the event and a description of their roles.

Cost for light refreshments and meals for recipient staff meetings and similar day-to-day activities are not allowable under EPA assistance agreements

27. LOBBYING PROHIBITED

- a. By signing this contract, CONTRACTOR agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying, 31 U.S.C. 1352, and 40 CFR Part 30 if applicable. CONTRACTOR shall include the language of this provision in subcontracts that exceed \$100,000 of federal funds and require all subcontractors to certify and disclose accordingly.
- b. No Federal appropriated funds shall be paid by or on behalf of the CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- c. If this contract includes federal funds exceeding \$100,000, CONTRACTOR shall sign and submit to AGENCY Exhibit D, Attachment 2, PSP Certification Regarding Lobbying (based on EPA Form 6600-06 (Rev. 06/2008). If CONTRACTOR signed and submitted the PSP

Certification Regarding Lobbying form during the procurement process for this contract it is not necessary to resubmit the certification.

- d. If CONTRACTOR expends non-federal funds in any amount to lobby as detailed in a., above, CONTRACTOR shall complete and submit to Standard Form LLL (Rev. 4/2012), Disclosure of Lobbying Activity. The form can be found at:

http://www.epa.gov/ogd/AppKit/form/sfillin_sec.pdf.

28. LOBBYING AND LITIGATION

a. All recipients

- i. The chief executive officer of this recipient agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the U.S. unless authorized under existing law. The recipient shall abide by the Cost Principles available at 2 CFR 200 which generally prohibits the use of federal grant funds for litigation against the U.S. or for lobbying or other political activities.
- ii. The recipient agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. The recipient shall include the language of this provision in award documents for all subawards exceeding \$100,000, and require that subrecipients submit certification and disclosure forms accordingly.
- iii. In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.
- iv. Contracts awarded by a recipient shall contain, when applicable, the anti-lobbying provision as stipulated in the Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.
- v. Pursuant to Section 18 of the Lobbying Disclosure Act, the recipient affirms that it is not a nonprofit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a nonprofit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act. Nonprofit organizations exempt from taxation under section 501(c)(4) of the Internal Revenue Code that engage in lobbying activities are ineligible for EPA subawards.

29. NONDISCRIMINATION and DISADVANTAGED BUSINESS ENTERPRISES

In accordance with 40 CFR 33.106 and its Appendix A, the CONTRACTOR shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

30. PAYMENT TO CONSULTANTS

EPA will limit its participation in salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipients' contractors or subcontractors shall be limited to the maximum daily rate for Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices).

Subagreements with firms for services which are awarded using the procurement requirements in 40 CFR Parts 30 or 31, are not affected by this limitation unless the terms of the contract provide the recipient with responsibility for the selection, direction and control of the individual who will be providing services under the contract at an hourly or daily rate of compensation. See 40 CFR 30.27(b) or 40 CFR 31.369j), as applicable, for additional information.

As of January 1, 2022, the limit is \$675.84 per day \$84.48 per hour.
(Calculations: 2022 Level IV Executive Schedule annual pay = \$176,300 / 2087 = \$84.48 per hour or \$675,84 per day).

31. PROJECT APPROVAL

The quality, extent and character of any and all work, deliverables and/or services to be performed under this agreement by the CONTRACTOR shall be subject to the review and approval of the AGENCY through the Project Manager or other designated official. In the event that the AGENCY determines, that any work, deliverable, and/or service performed by the CONTRACTOR is unsatisfactory, the AGENCY may withhold reimbursement for the unsatisfactory work performed by the CONTRACTOR or require that the CONTRACTOR remediate their work product to the satisfaction of the AGENCY. The Parties may agree in the Statement of Work to specific approval, acceptance, and/or remediation terms. If the Statement of Work is silent on this topic, the Disputes provision, above, will govern the resolution process.

32. PUBLICITY

The CONTRACTOR agrees to submit to the AGENCY all advertising and publicity matters relating to this contract wherein the AGENCY'S name is mentioned or language used from which the connection of the AGENCY'S name may, in the AGENCY'S judgment, be inferred or implied. The CONTRACTOR agrees not to publish or use such advertising and publicity matters without the prior written consent of the AGENCY.

33. RECORDS MAINTENANCE

The CONTRACTOR shall maintain 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 practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

CONTRACTOR shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by the AGENCY, personnel duly authorized by the AGENCY, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. If this contract exceeds \$100,000 and any portion of the funding source is federal, the federal funding agency, the Comptroller General of the United States, or any duly authorized representatives shall have access to books documents, papers, and records of CONTRACTOR directly pertinent to this contract for purpose of making audits, examination, excerpts and transcriptions (40 CFR 30.48(d)).

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

34. RECOVERY OF PAYMENTS TO CONTRACTOR

The right of the CONTRACTOR to retain monies paid to it as reimbursement payments is contingent upon satisfactory performance of this agreement including the satisfactory completion of the project described in the Statement of Work, as determined by the AGENCY in its sole discretion. In the event the CONTRACTOR fails, for any reason, to perform obligations required of it by this agreement, the CONTRACTOR may, at AGENCY'S sole discretion, be required to repay to AGENCY all funds disbursed to the CONTRACTOR for those parts of the project that are unsatisfactory in the opinion of the AGENCY by such failure to perform. Interest shall accrue at the rate of twelve percent (12%) per annum from the time the AGENCY demands repayment of funds.

35. RECYCLED PAPER

In accordance with Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962) any State agency or agency of a political subdivision of a State which is using appropriated Federal Request for Qualifications and Quotation No. 2022-157

funds shall comply with the requirements set forth. Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchases of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.

In accordance with the policies set forth in EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007), CONTRACTOR agrees to use recycled paper and double sided printing for all reports which are prepared as part of this Agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

36. REGISTRATION WITH DEPARTMENT OF REVENUE

The CONTRACTOR shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this contract.

37. RIGHT OF INSPECTION

The CONTRACTOR shall provide right of access to its facilities to the AGENCY, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

38. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

39. SITE SECURITY

While on AGENCY premises, CONTRACTOR, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

40. STATE GRANT CYBERSECURITY

- (a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.
- (b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure.
- (2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange.

41. SUBCONTRACTING

Neither the CONTRACTOR nor any SUBCONTRACTOR shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the AGENCY. In no event shall the existence of the subcontract operate to release or reduce the liability of the contractor to the agency for any breach in the performance of the contractor's duties. This clause does not include contracts of employment between the contractor and personnel assigned to work under this contract.

Additionally, the CONTRACTOR is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subcontracts. CONTRACTOR and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to

unauthorized persons personal information without the express written consent of the agency or as provided by law.

42. TAXES

All payments accrued because of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the CONTRACTOR or its staff shall be the sole responsibility of the CONTRACTOR.

43. TERMINATION DUE TO FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the AGENCY may terminate the contract under the "Termination for Convenience" clause, without the ten-day notice requirement, subject to renegotiation at the AGENCY'S discretion under those new funding limitations and conditions.

44. TERMINATION FOR CAUSE

In the event the AGENCY determines the CONTRACTOR has failed to comply with the conditions of this contract in a timely manner, the AGENCY has the right to suspend or terminate this contract. Before suspending or terminating the contract, the AGENCY shall notify the CONTRACTOR in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the CONTRACTOR shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

The AGENCY reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the CONTRACTOR from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the CONTRACTOR or a decision by the AGENCY to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the CONTRACTOR: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of the AGENCY provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

45. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this contract, the AGENCY may, by ten (10) calendar days written notice, beginning on the second day after the mailing, terminate this contract, in whole or in part. If this contract is so terminated, the AGENCY shall be liable only for payment required under the terms of this contract for services rendered or goods delivered prior to the effective date of termination.

46. TERMINATION PROCEDURES

Upon termination of this contract, the AGENCY, in addition to any other rights provided in this contract, may require the CONTRACTOR to deliver to the AGENCY any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The AGENCY shall pay to the CONTRACTOR the agreed upon price, if separately stated, for completed work and services accepted by the AGENCY, and the amount agreed upon by the CONTRACTOR and the AGENCY for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by the AGENCY, and (iv) the protection and preservation of property, unless the termination is for default, in which case the AGENT shall determine the extent of the liability of the AGENCY. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. The Request for Qualifications and Quotation No. 2022-157

AGENCY may withhold from any amounts due the CONTRACTOR such sum as the AGENT determines to be necessary to protect the AGENCY against potential loss or liability.

The rights and remedies of the AGENCY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the AGENT, the CONTRACTOR shall:

- a. Stop work under the contract on the date, and to the extent specified, in the notice.
- b. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- c. Assign to the AGENCY, in the manner, at the times, and to the extent directed by the AGENT, all of the rights, title, and interest of the CONTRACTOR under the orders and subcontracts so terminated, in which case the AGENCY has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the AGENT to the extent AGENT may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the AGENCY and deliver in the manner, at the times, and to the extent directed by the AGENT any property which, if the contract had been completed, would have been required to be furnished to the AGENCY;
- f. Complete performance of such part of the work as shall not have been terminated by the AGENT; and
- g. Take such action as may be necessary, or as the AGENT may direct, for the protection and preservation of the property related to this contract, which is in the possession of the CONTRACTOR and in which the AGENCY has or may acquire an interest.

47. TREATMENT OF ASSETS

- a. Title to all property furnished by the AGENCY shall remain in the AGENCY. Title to all property furnished by the CONTRACTOR, for the cost of which the CONTRACTOR is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the AGENCY upon delivery of such property by the CONTRACTOR. Title to other property, the cost of which is reimbursable to the CONTRACTOR under this contract, shall pass to and vest in the AGENCY upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the AGENCY in whole or in part, whichever first occurs.
- b. Any property of the AGENCY furnished to the CONTRACTOR shall, unless otherwise provided herein or approved by the AGENCY, be used only for the performance of this contract.
- c. The CONTRACTOR shall be responsible for any loss or damage to property of the AGENCY that results from the negligence of the CONTRACTOR or which results from the failure on the part of the CONTRACTOR to maintain and administer that property in accordance with sound management practices.
- d. If any AGENCY property is lost, destroyed or damaged, the CONTRACTOR shall immediately notify the AGENCY and shall take all reasonable steps to protect the property from further damage.
- e. The CONTRACTOR shall surrender to the AGENCY all property of the AGENCY prior to settlement upon completion, termination or cancellation of this contract.
- f. All reference to the CONTRACTOR under this clause shall also include CONTRACTOR'S employees, agents or SUBCONTRACTORS.

48. UTILIZATION OF DIVERSE BUSINESSES

The State of Washington works towards providing the maximum practicable opportunity for small and diverse businesses in the performance of all State contracts. Contractor shall use genuine efforts to utilize race- or gender-neutral means to allow opportunities for small and diverse businesses to participate in subcontracts, where participation opportunities are present. Contractor shall make genuine efforts to ensure all available business enterprises, including small and diverse businesses, have equal opportunity for participation which might be presented under this Agreement.

49. WAIVER

Waiver of any default or breach shall not be deemed a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this contract unless stated to be such in writing and signed by authorized representative of the AGENCY.

Exhibit C – Administrative Review Checklist (RFQQ #2022-157)

Bidder Name _____

Admin Screen Date: _____ Admin Screener initial: _____

1.3 Minimum Qualifications

- Firm is licensed to do business in the State of Washington
- Proposed project lead and/or consultant has at least three (3) years' experience in:
 - Inclusive Facilitation, communication, and organization skills;
 - Content familiarity and experience working on and have participated in project related to Salish Sea ecosystem recovery with particular familiarity in topics related to the work group interest: marine bird, marine waters, or salmonids;
 - Experience and understanding of diversity, equity, inclusion and environmental justice and applying these skills in the work environment.
- Sample work provided exhibiting the work experience listed above.

2.3 Proposal on time and in proper format

- Proposal submitted by deadline
- Proposal submitted electronically to the Procurement Coordinator
- Document order follows the outline below
- Proposal submitted in .pdf format

3.0 Proposal Content

- Letter of submittal
- Signed and dated by a person authorized to legally bind the Bidder
- Exhibit A - Certification of Assurances, signed by person with authority to bind
- Exhibit A-1 – Contractor Certification for Competitive Procurements

3.2 Qualification Section

- Business Information (section 3.2.1) – includes address, phone, email, legal status of entity, year the firm was established, Federal Employer Tax ID or SSN, UBI.
- Experience related to scope of work (section 3.2.2 (1))
- Staffing structure and qualifications (section 3.2.2 (2))
- Proposed schedule that aligns with section 1.2 scope of work.
- Reference provided by 3 different businesses

OMWBE Certification (Provided verification that “prime” or proposed “subcontractors” are small or certified minority, women or veteran owned businesses).

3.3 Cost Proposal

Identification of all costs (travel, subcontractors, administrative cost, staff cost, other costs for project)

The total bid is within the maximum funding amount in section 1.4

Comments:

EXHIBIT D – PURCHASING PREFERENCE REQUIREMENTS FOR PROCUREMENTS

RECYCLED CONTENT PURCHASING PREFERENCE:

Effective February 1, 2021, when establishing environmental requirements and preferences for products that contain recycled materials, agencies shall reference the current [Environmental Protection Agency's Comprehensive Procurement Guidelines \(EPA CPG\)](#) standard, as the minimum standards for the state of Washington.

The following products categories, as designated by the current [Environmental Protection Agency's Comprehensive Procurement Guidelines \(EPA CPG\)](#) are subject to DES Policy 255-00 when purchased under the authority of RCW 39.26:

- (a) Construction products;
- (b) Landscaping products;
- (c) Miscellaneous products (such as awards and plaques, bike racks, blasting grit, industrial drums, manual-grade strapping, mats, pallets, signage, sorbents);
- (d) Non-paper office products;
- (e) Paper and paper products;
- (f) Parks and recreation products;
- (g) Transportation products;
- (h) Vehicular products; and
- (i) Other products as EPA CPG expands the list of designated products

ELECTRONIC PRODUCTS PURCHASING PREFERENCE:

Effective February 1, 2021, DES policy 265-00 establishes the purchasing preference authorized in RCW 39.26.265(1) for agencies competitive purchases of electronic products that meet environmental performance standards relating to the reduction or elimination of hazardous materials.

The following products are subject to this policy (reference [Electronic Product Environmental Assessment Tool \(EPEAT Registry\)](#)):

- a. Servers
- b. Computers and Displays
- c. Imaging Equipment
- d. Mobile Phones
- e. Televisions
- f. Other electronic product categories as EPEAT expands the registry's coverage

PURCHASING PREFERENCE FOR PRODUCTS THAT DO NOT CONTAIN HYDROFLUOROCARBONS (HFCs):

Effective February 1, 2021, DES policy 310-00 establishes the purchasing preference authorized in RCW 39.26.310 for competitive purchases of products that do not contain hydrofluorocarbons (HFCs) or contain HFCs with a comparatively low global warming potential. The intent is to reduce greenhouse gas emissions by incentivizing the State's contract suppliers to provide products that do not contain HFCs.

The following product categories are subject to this policy (reference [Environmental Protection Agency's \(EPA\) Significant New Alternatives Policy \(SNAP\)](#)):

a. **Refrigeration and Air Conditioning, to include** chillers, cold storage warehouses, commercial ice machines, household refrigerators and freezers, ice skating rinks, industrial process air conditioning, industrial process refrigeration, motor vehicle air conditioning, non-mechanical heat transfer systems, residential and light commercial air conditioning and heat pumps, residential dehumidifiers, refrigerated transport, retail food refrigeration's, vending machines, very low temperature refrigeration, water coolers.

b. **Foam Blowing Agents, to include:**

- i. Rigid Polyurethane for appliances, foam spray (roofing and walls), marine flotation foam, sandwich panels (insulation for walls and metal doors), slab stock (insulation for panels and pipes), laminated board stock (insulation for roofing and walls);
- ii. Flexible Polyurethane (foam furniture, bedding, chair cushions, and shoe soles);
- iii. Integral Skin Polyurethane (car steering wheels, dashboards, and shoe soles);
- iv. Polystyrene: Extruded Sheet (for packaging and buoyancy or flotation) and Extruded Board stock & Billet (insulation for roofing, walls, flooring, and pipes);
- v. Polyolefin (foam sheets and tubes);
- vi. Polyisocyanurate Laminated Board stock (insulation for roofing and walls);
- vii. Phenolic Insulation Board & Bun stock (insulation for roofing and walls);

c. Cleaning Solvents used to remove oil, grease, solder flux, and other contaminants, to include metals, electronics, and precision cleaning;

d. Fire Suppression and Explosion Protection

e. Aerosols, to include both propellants and solvents;

f. Sterilant (substances used to kill microorganisms on medical equipment and devices;

g. Adhesives, Coatings, and Inks

NONMERCURY-ADDED PRODUCTS PURCHASING PREFERENCE:

Effective February 1, 2021, DES policy 70,95M.060-00 establishes the purchasing priority and preference required in RCW 70.95M.060 for competitive purchases of products that may contain mercury. This statutory requirement was adopted to eliminate or reduce threats to human health and the environment from release of mercury. Refer to [Department of Health's Mercury webpage](#).

PURCHASING PREFERENCE FOR PRODUCTS AND PRODUCT PACKAGING THAT DO NOT CONTAIN POLYCHLORINATED BIPHENYLS (PCBs):

Effective January 1, 2019, DES Policy 280-00, establishes the purchasing preference authorized in RCW 39.26.280 for agencies purchasing products and product packaging that do not contain polychlorinated biphenyls (PCBs). The intent is to incentivize the State's contract suppliers to provide products and product packaging that do not contain PCBs.