



**STATE OF WASHINGTON
OFFICE OF THE ATTORNEY GENERAL
OLYMPIA, WASHINGTON**

REQUEST FOR PROPOSAL

COMMERCIAL REAL ESTATE BROKERAGE SERVICES

RFP NO. 20-01

PROPOSAL DUE DATE: APRIL 10, 2020

EXPECTED TIME PERIOD FOR CONTRACT: MAY 5, 2020 THROUGH JUNE 30, 2022

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

Prepared By:

**Office of the Attorney General
7141 Cleanwater Drive SW
PO Box 40107
Olympia, WA 98504-0107
Phone (360) 709-6469
Email: contracts@atg.wa.gov**

1. INTRODUCTION

1.1 PURPOSE AND BACKGROUND

The Washington State Attorney General's Office (AGO) has issued this Request for Proposal (RFP) to solicit responses from service providers interested in and qualified to provide commercial real estate brokerage services related to its Seattle offices.

1.2 SCOPE OF WORK

The Contractor will provide services and staff, and otherwise do all things necessary for or incidental to the performance of the Scope of Work, as set forth herein. The services to be performed will be at the specific request of AGO, and will generally include:

Category 1 – Real Estate Leasing Services

- a. Act as the AGO's broker, to competitively solicit, negotiate and develop lease agreements;
- b. Provide representation for renewal of existing lease or entering into a new lease for a different property.
- c. Provide and document market comparables used to negotiate new lease or renewal transactions;
- d. Provide other services that may not be described above but which are generally customary in the brokerage industry.

Category 2 – Real Estate Professional Services

- a. Recommend strategic opportunities for reducing occupancy costs (consolidation, relocation, reconfiguration, capital investment, selling and/or acquisition).
- b. Provide ad hoc professional advice, consulting or information.

Category 3 – Brokerage Services

- a. Commercial brokerage services include, but are not limited to, negotiating a lease on behalf of AGO, and assisting AGO with the drafting and editing of lease documents.

Category 4 – Exclusive Agent

- a. Contractor shall have the exclusive right to act as agent of AGO for the limited purpose of representing the AGO in leasing appropriate space for its Seattle office.
- b. AGO agrees to refer to Contractor all inquiries made by any person or entity with regard to the AGO's current lease space or other potential space.

Contractor shall achieve the Scope of Work items in a professional manner, consistent with best industry practices and all applicable statutes, administrative rules and ordinances.

1.3 MINIMUM QUALIFICATIONS

Proposer Qualifications: Proposers must meet the following minimum requirements at the time of proposal submittal to qualify for consideration. Proposals from brokers not meeting the qualifications will not be evaluated. The RFP Coordinator will be the sole determiner of broker qualifications. Minimum qualifications are:

- a. Proposer must have no less than ten continuous years of experience as a commercial real estate broker duly licensed in the state of Washington.
- b. Proposer must be licensed in Washington State as a Real Estate Broker as defined in Revised Code of Washington section RCW 18.85.011.
- c. Proposers must be commercial real estate brokerages.
- d. Proposer must be registered to do business with the state of Washington and have a current Unified Business Identifier (UBI) number.

- e. Proposers must have current experience in the Seattle, King County, commercial real estate market.

1.4 PERIOD OF PERFORMANCE

The period of performance of any Contract resulting from this RFP is tentatively scheduled to begin on or about May 5, 2020, and to end on June 30, 2022. Amendments extending the period of performance, if any, shall be at the sole discretion of the AGO.

1.5 DEFINITIONS

Definitions for the purposes of this RFP include:

Contract – The commercial real estate leasing services contract entered into by and between AGO and Contractor.

Contractor – The commercial real estate broker who’s Proposal has been accepted by AGO and is awarded a fully executed, written Contract.

AGO – The Washington State Office of the Attorney General, the office of the state of Washington that is issuing this RFP.

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

Proposer – Individual or company submitting a Proposal in order to attain a Contract with AGO.

RCW and WAC – The “Revised Code of Washington” and the “Washington Administrative Code”, respectively, which together provide the statutory and regulatory framework for AGO procurements.

RFP – This Request for Proposals.

WEBS – Washington’s Electronic Business Solution, an online vendor registration and bid notification system.

1.6 ADA

The AGO complies with the Americans with Disabilities Act (ADA). Proposers may contact the RFP Coordinator to receive this Request for Proposals in Braille or on tape. The AGO is a fully accessible facility.

2. GENERAL INFORMATION FOR PROPOSERS

2.1 RFP COORDINATOR

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

Name	Sydney M. Wright, Assistant Contracts Administrator
Address	7141 Cleanwater Drive SW
City, State, Zip Code	Olympia, WA 98501
Phone Number	360-586-4734
E-Mail Address	Contracts@atg.wa.gov

Any other communication will be considered unofficial and non-binding on AGO. Proposers are to rely on written statements issued by the RFP Coordinator. Communication directed to parties other than the RFP Coordinator may result in disqualification of the Proposer.

2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Proposals (RFP)	March 24 th , 2020
Last date for questions regarding RFP	March 31 st , 2020
Post complete list of Q&As on WEBS	April 3 rd , 2020
Issue addendum to RFP (if applicable)	April 3 rd , 2020
Last day for complaint	April 5 th , 2020
Proposals due (5 p.m.)	April 10 th , 2020
Evaluate proposals	April 13 th – 15 th , 2020
Conduct oral interviews with finalists, if required	April 16 th , 2020
Announce apparent successful Contractor	April 17 th , 2020
Vendor Requests for Debriefing Due	April 22 nd , 2020
Debriefing Conference(s) (if requested)	April 23 rd – 24 th , 2020
Last Day for Protests	May 1 st , 2020
Negotiate contract (will be affected if request(s) to protest)	May 4 th , 2020
Tentative Contract Start Date (will be affected by request(s) to protest)	May 5 th , 2020

AGO reserves the right to revise the above schedule.

2.3 REVISIONS TO THE RFP

In the event it becomes necessary to revise any part of this RFP, amendments will be published on WEBS. For this purpose, the published questions and answers from the pre-proposal conference and any other pertinent information shall be considered an amendment to the RFP. If there is any conflict between amendments, or between an amendment and the solicitation, whichever document was issued last in time shall be controlling. Only bidders who have properly registered and downloaded the original solicitation directly via WEBS will receive notification of amendments and other pertinent correspondence.

AGO also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a Contract.

2.4 SUBMISSION OF PROPOSALS

Proposers are required to submit an electronic copy of their proposal. The proposal must be received by AGO no later than 5:00 p.m., local time, on April 10th, 2020. Attachments to the e-mail must be in Microsoft Word or PDF format.

The proposal is to be sent to the RFP Coordinator at the e-mail address noted in Section 2.1.

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

The Proposer's proposal must respond to all of the solicitation requirements. Do not respond by referencing material presented elsewhere. The e-mailed proposal shall be considered complete and stand on its own merits. Failure to respond to any portions may result in rejection of the proposal as non-responsive.

Include Proposer's contact information for this RFP with name, title, email, and telephone number.

2.5 PROPRIETARY INFORMATION AND PUBLIC DISCLOSURE

Materials submitted in response to this competitive procurement shall become the property of AGO.

All proposals received shall remain confidential until the contract, if any, resulting from this RFP is signed by the AGO and the apparent successful Contractor; thereafter, the proposals shall be deemed public records as defined in the Public Records Act, RCW Chapter 42.56.

Any information in the Proposal that the Proposer desires to claim as proprietary and exempt from disclosure under the provisions of RCW Section 42.56.270 must be clearly designated. The page must be identified and the particular exception from disclosure upon which the Proposer is making the claim. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on the lower right hand corner of the page.

AGO will consider a Proposer's request for exemption from disclosure; however, AGO will make a decision predicated upon RCW Chapter 42. Marking the entire proposal exempt from disclosure will not be honored. The Proposer must be reasonable in designating information as confidential. If any information is marked as proprietary in the proposal, such information will not be made available until the affected Proposer has been given an opportunity to seek a court injunction against the requested disclosure.

A charge will be made for copying and shipping, as outlined in RCW Section 42.56.120 or in the AGO's rules and statutes. No fee shall be charged for inspection of contract files, but twenty-four (24) hours' notice to the RFP Coordinator is required. All requests for information should be directed to the RFP Coordinator.

2.6 MINORITY- AND WOMEN-OWNED BUSINESS PARTICIPATION

In accordance with the legislative findings and policies set forth in RCW Chapter 39.19, 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. However, no preference will be included in the evaluation of proposals, 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. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply.

Bidders may contact OMWBE at (360) 753-9693 to obtain information on certified firms.

2.7 ACCEPTANCE PERIOD

Proposer agrees that it may not modify, withdraw or cancel its Proposal for a 60-day period following the Proposal due date.

2.8 RESPONSIVENESS

All Proposals will be reviewed by the RFP Coordinator to determine compliance with administrative requirements and instructions specified in this RFP. The Proposer is specifically notified that failure to comply with any part of this RFP may result in rejection of the Proposal as non-responsive. AGO reserves the right, however, at its sole discretion, to waive minor administrative irregularities.

2.9 MOST FAVORABLE TERMS

AGO 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 Proposer can propose. AGO reserves the right to contact a Proposer for clarification of its Proposal. If so enacted, the procedure is described in Section 4.3 below.

2.10 CONTRACT AND GENERAL TERMS AND CONDITIONS

The apparent successful Contractor will be expected to enter into a contract that is substantially the same as the sample commercial real estate brokerage services contract attached as Exhibit B. This RFP and any addenda, the Proposer's Proposal, including any amendments and any clarification question responses shall be incorporated by reference in any resulting Contract. In no event is a Proposer to submit its own standard contract terms and conditions in response to this solicitation. AGO will review requested exceptions and accept or reject the same at its sole discretion.

This RFP does not obligate the state of Washington or AGO to contract for services specified herein.

2.11 COSTS TO PROPOSE

AGO will not be liable for any costs incurred by the Proposer in preparation of a Proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

2.12 REJECTION OF PROPOSALS

AGO 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 RFP.

2.13 INSURANCE COVERAGE

Should a contract be awarded pursuant to this RFP, the successful Contractor will be required to provide insurance coverage as described in Exhibit B, Sample Commercial Real Estate Brokerage Services Contract, including General Terms and Conditions.

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 responsible or liable in any way for claims filed by Contractor or its employees for services performed under the terms of the Contract.

3. PROPOSAL CONTENTS

Proposals must be submitted electronically and be formatted analogously. The major sections of the proposal are to be submitted in the order noted below:

1. Signed Letter of Submittal, including signed Certifications (Exhibits A & C to this RFP)
2. Technical & Management Proposal

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

3.1 LETTER OF SUBMITTAL AND CERTIFICATIONS AND ASSURANCES

The Letter of Submittal and the attached Certification forms (Exhibits A & C to this RFP) must be signed and dated by a person authorized to legally bind the Proposer to a contractual relationship, e.g., the President if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include by attachment the following information about the Proposer and any proposed subcontractors:

- a. Name, address, principal place of business, telephone number, fax number and e-mail address of the legal entity or individual with whom the Contract would be written.
- b. Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.).
- c. Legal status of the Proposer (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.

- d. 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.
- e. Identification of any current or former state employees on the firm's governing board or in a management position as of the date of the Proposal. Include their position and responsibilities within the Proposer's organization. If following a review of this information, it is determined by AGO that a conflict of interest exists; the Proposer may be disqualified from further consideration for the award of a contract.

3.2 TECHNICAL AND MANAGEMENT PROPOSAL

The Technical and Management Proposal must contain a comprehensive description of services being proposed. The Proposal must contain sufficient detail to convey to members of the evaluation team of the Proposer's knowledge of the tasks, subjects and skills necessary to provide representation for renewal of the AGO's existing lease or entering into a new lease for a different property.

A. Staff Qualifications/Experience – Identify staff who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel. Provide resumes for the named staff, which include information on the individual's particular skills related to this project, education, experience, significant accomplishments and any other pertinent information. The Proposer must commit that staff identified in its Proposal will actually perform the assigned work. Any staff substitution must have the prior approval of AGO.

B. Experience of the Proposer; References

- 1. Indicate the experience of the Proposer in commercial real estate leasing services or other real estate professional services. Provide any other relevant experience that indicates the qualifications of the Proposer, and any subcontractors, for the performance of the potential contract.
- 2. Indicate your experience (if any) within the Seattle Central Business District and/or specifically within the Bank of America building which the AGO currently leases space.
- 3. Include a list of contracts (minimum of three) the Proposer has had during the last ten years that relate to the Proposer's ability to perform the services needed under this RFP. Proposer and staff proposed to perform the services must grant permission to AGO to contact references and others for whom services have been provided. References will be contacted and scored for the top-ranking Proposal(s) only. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and fax numbers/e-mail addresses.

C. Related Information

- 1. If the Proposer or any subcontractor contracted with the state of Washington during the past 24 months, indicate the name of the agency, the contract number and project description and/or other information available to identify the contract.
- 2. If the Proposer'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 job title or position held and separation date.
- 3. If the Proposer 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 Proposer'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. Submit full details of the terms for default including the other party's name, address, and phone number. Present the Proposer's position on the matter. AGO will evaluate the facts and may, at its sole discretion, reject the Proposal on the grounds of the experience. If the Proposer has experienced no such termination for default in the past five years, so indicate.

D. OMWBE Certification (Optional)

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

3.3 COST PROPOSAL

AGO expects Proposer will be entitled to a brokerage commission paid by the owner/landlord in accordance with the standard market practice. Proposer acknowledges and agrees that the AGO shall have no obligation to pay Proposer directly.

4. EVALUATION OF PROPOSALS AND CONTRACT AWARD

Responsive Proposals will be evaluated strictly in accordance with the requirements stated in the solicitation and any addenda issued. Only those Proposals meeting all mandatory submittal requirements will be evaluated for possible contract award. The evaluation of Proposals shall be accomplished by an evaluation committee to be designated by AGO, which will determine the ranking of the Proposals.

4.1 EVALUATION PROCEDURE AND CRITERIA

Proposals received by the published deadline will be administratively screened for "responsiveness", i.e., whether they meet all the material requirements of the solicitation, and for Proposer "responsibility", i.e., whether the Proposer meets the elements demonstrating ability, integrity and performance set out in RCW Section 39.26.160(2). AGO may deem a proposal nonresponsive if: (1) any of the required information is not provided; or (2) the proposal does not meet RFP requirements and specifications. AGO may find any proposal to be nonresponsive at any time during the procurement process. If AGO deems a proposal nonresponsive, it will not be considered further. The RFP Coordinator will notify the Proposer by email. The RFP Coordinator may contact a Proposer for clarification of any portion of the respective Proposal.

Pursuant to RCW 39.26.160(3) (best value criteria) and consistent with [Executive Order 18-03 – Supporting Workers' Rights to Effectively Address Workplace Violations](#) (dated June 12, 2018), the AGO will evaluate bids for best value and provide a bid preference in the amount of 5 points to any bidder who certifies, pursuant to the certification attached as *Exhibit C – Contractor Certification for Executive Order 18-03 – Workers' Rights*, that their firm does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waiver.

The AGO has organized an evaluation team (the "Evaluation Committee") comprised of the RFP Coordinator, Marci Phillips, Contracts Administrator, Amy Flanigan, Assistant Attorney General, and one or more other representatives from the AGO. The Evaluation Committee will evaluate the Proposers to this RFP based on the written responses to this RFP and any additional written information submitted as requested. The AGO reserves the right, at its sole discretion, to reject, without penalty, any and all responses received and make a selection, if any, which is deemed in the opinion of the Evaluation Committee to be in the best interest of the AGO.

Should oral interviews be deemed necessary, the Evaluation Committee may designate up to eight (8) Proposers for interviews. The Evaluation Committee will conduct oral interviews of the designated Proposers with a minimum of two (2) members of the team present at each interview.

After the oral interviews are conducted, the Evaluation Committee will recommend which Proposer will be selected as the AGO's Commercial Real Estate Broker. The selection will be made upon approval of the Chief Financial Officer, Mark Melroy and Director of Facilities, Karen Cowan.

Upon selection of the Proposer eligible to serve as the AGO's Commercial Real Estate Broker, the AGO will finalize the terms of the awarded contract with the selected Proposer.

4.2 EVALUATION AND SCORING

For each Proposal determined to be responsive to the requirements of the solicitation and determined to have been submitted by a responsible Proposer, the following points will be assigned to the Proposal for evaluation purposes:

Technical & Management Proposal (see 3.2 above)	100 points
Experience within Seattle Central Business District and/or current building	50 points
Executive Order #18-03 Certification	5 points
Oral interviews (if applicable)	25 points
References	25 points
GRAND TOTAL FOR PROPOSAL	205 points

The Evaluation Committee will review all Proposers total scores. The Proposer with the highest overall score, and that Proposer who is deemed by the Evaluation Committee to be in the best interest of the AGO, will be deemed the Apparent Successful Vendor. The AGO has the discretion to reject all proposals and cancel this RFP when it is in the best interest of the AGO.

4.3 OPPORTUNITY FOR DISCUSSION/NEGOTIATION AND/OR INTERVIEW

After receipt of proposals and prior to the recommendation of award, the RFP Coordinator may initiate discussions with one or more Proposers, should any clarification or negotiation be deemed necessary. The AGO, at its sole discretion, may select the top scoring finalist(s) from the written evaluation for an interview and final determination of contract award. Should the AGO elect to hold interviews, it will contact the top-scoring Proposer(s) to schedule a date, time and location. Commitments made by a Proposer at the oral interview, if any, will be considered binding.

4.4 REQUEST FOR DOCUMENTS NOTICE

Upon concurrence with the Committee's recommendation, the RFP Coordinator may request from Proposers the required documents and information, such as insurance documents, contract performance security, an electronic copy of any requested material (e.g., Proposal, response to clarification questions, etc.), and any other necessary documents. Receipt of this request does not constitute a contract and no work may begin until a contract signed by all parties is in place. The RFP Coordinator will notify all other Proposers of the state's selection.

4.5 CONTRACT EXECUTION

Upon receipt of all required materials, a Contract, including the General Terms and Conditions (in substantially the same form as Exhibit B) as well as the Proposer's Proposal, will be provided to the Proposer for signature. The Proposer will be expected to accept and agree to all material requirements contained in Exhibit B of this RFP. If the Proposer does not accept all material requirements, the State may move to the next Proposer, or cancel the RFP. Work under the contract may begin when the Contract is signed by all parties.

4.6 NOTIFICATION OF SELECTED PROPOSER

All Proposers will be notified when the AGO has determined the Apparent Successful Contractor. After all considerations, bidders will be notified via WEBS when Purchaser has confirmed its intent to award.

4.7 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 RFP Coordinator within three (3) business days after the notification of an unsuccessful proposal is e-mailed to the Proposer. The debriefing will be held within three (3) business days of the request.

Discussion will be limited to a critique of the requesting Proposer'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.

4.8 PROTEST PROCEDURE

Proposers 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 Proposers under this procurement, and is available only to those Proposers who submitted a Proposal in response to this solicitation document and who participated in a debriefing conference.

Upon completing the debriefing conference, the Proposer is allowed five (5) business days to file a protest with the RFP Coordinator. Protests may be submitted by email, but should be followed by the original document. All protests must be in writing and signed by the protesting party or an authorized agent, e.g., legal counsel. 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 RFP 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 an evaluator.
- Errors in computing the score.
- Non-compliance with procedures described in the solicitation document or AGO 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) AGO's assessment of its own needs or requirements.

Upon receipt of a protest, a protest review will be held by AGO. An AGO 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 decision within five (5) business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay. In the event a protest may affect the interest of another Proposer, such Proposer will be given an opportunity to submit its views and any relevant information on the protest to the RFP Coordinator.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold AGO's action; or
- Find only technical or harmless errors in AGO's procurement process and determine AGO to be in substantial compliance, and therefore reject the protest; or
- Find merit in the protest and provide AGO options which may include:
 - Correct the errors and re-evaluate all Proposals, and/or
 - Reissue the solicitation document and begin a new process, or
 - Make other findings and determine other courses of action as appropriate.

If AGO determines that the protest is without merit, AGO 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.

The protest decision is final and no appeal is available. If a protesting Proposer does not accept the AGO protest response the Proposer may try to seek relief from superior court.

5. RFP EXHIBITS

Exhibit A – Certifications and Assurances

Exhibit B – Sample Commercial Real Estate Brokerage Services Contract, including General Terms and Conditions

Exhibit C – Contractor Certification for Executive Order 18-03 – Workers' Rights

EXHIBIT A
CERTIFICATIONS AND ASSURANCES

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(s):

1. I/we declare that all answers and statements made in the proposal are true and correct. **Any exceptions to these assurances are described in full detail on a separate page and attached to this document.**
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 60 days following receipt, and it may be accepted by the AGO without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-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.
5. I/we understand that AGO will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of AGO, 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 Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly to any other Proposer 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 Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

Name of Proposing Entity

Signature of Authorized Representative

Printed or Typed Name of Authorized Representative

Title

Date

EXHIBIT B
SAMPLE COMMERCIAL REAL ESTATE BROKERAGE
SERVICES CONTRACT, INCLUDING GENERAL TERMS AND
CONDITIONS

CONTRACT FOR COMMERCIAL REAL ESTATE LEASING & PROFESSIONAL SERVICES

BETWEEN THE

WASHINGTON STATE OFFICE OF THE ATTORNEY GENERAL

AND

CONTRACT # _____

This Contract for Commercial Real Estate Leasing and Professional Services (Contract) is made and entered into by and between the Washington State Office of the Attorney General (AGO), and the below named firm, a _____, hereinafter referred to as Contractor:

CONTRACTOR's Name:
CONTRACTOR's Firm Name:
Address:
City, State & Zip:
Phone Number:
Email:
Statewide Payee Number:

RECITALS

WHEREAS, AGO issued a Request for Proposals (RFP) dated March 18th, 2020 for the purpose of securing a commercial real estate broker to provide real estate leasing and professional services related to securing lease rates related to its offices located in Seattle, Washington, which RFP is attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, Contractor submitted a timely Proposal in response to the RFP, which Proposal is attached hereto as Exhibit B and incorporated herein by this reference; and

WHEREAS, AGO evaluated all properly submitted Proposals and identified Contractor as the apparent successful Contractor, and has further determined that entering into a contract with Contractor will meet AGO's needs and will be in its best interests.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained herein, AGO and Contractor agree as follows:

1. PURPOSE

The purpose of this Contract is to provide commercial real estate brokerage services.

2. SCOPE OF WORK

This Contract, and the General Terms and Conditions attached hereto as Exhibit C and incorporated herein by this reference, contain the terms governing the work to be performed under this Contract, the nature of the working relationship between AGO and Contractor, and the specific obligations of both parties.

Contractor will provide services and staff, and otherwise do all things necessary for or incidental to the performance of the work, as set forth below:

Category 1 Real Estate Leasing Services

- a. Act as the AGO's broker, to competitively solicit, negotiate and develop lease agreements;
- b. Provide representation for renewal of existing lease or entering into a new lease for a different property.
- c. Provide and document market comparables used to negotiate new lease or renewal transactions;
- d. Provide other services that may not be described above but which are generally customary in the brokerage industry.

Category 2 Real Estate Professional Services

- a. Recommend strategic opportunities for reducing occupancy costs (consolidation, relocation, reconfiguration, capital investment, selling and/or acquisition).
- b. Provide ad hoc professional advice, consulting or information.

Category 3 Brokerage Services

- a. Commercial brokerage services include, but are not limited to, negotiating a lease on behalf of AGO, and assisting AGO with the drafting and editing of lease documents.

Category 4 Exclusive Agent

- a. Contractor shall have the exclusive right to act as agent of AGO for the limited purpose of representing the AGO in leasing appropriate space for its Seattle offices.
- b. AGO agrees to refer to Contractor all inquiries made by any person or entity with regard to the AGO's current lease space or other potential space.

Contractor shall perform the work in a professional manner, consistent with best industry practices and all applicable statutes, administrative rules and ordinances.

3. TERM

The period of performance under this Contract will begin on _____ and end on _____. The AGO shall have the option to extend with execution of an amendment. The total term of the Contract shall not exceed two (2) years.

4. COMPENSATION AND PAYMENT

Total compensation payable to Contractor for satisfactory performance of the work under this Contract shall be as stated on and shall be made in accordance with the procedures set forth on Exhibit D attached hereto and incorporated herein by this reference. If a total compensation increase becomes necessary, a written amendment to this Contract increasing the total compensation must be executed by both parties, and shall become effective upon the last date of signature of that amendment.

5. INSURANCE

Contractor shall provide insurance coverage as set out in this section. The intent of required insurance is to protect the state should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of Contractor or any subcontractor of Contractor, or agents of either, while performing under the terms of this Contract.

Contractor shall provide insurance coverage, which shall be maintained in full force and effect during the term of this Contract, as follows:

- A. Commercial General Liability Insurance. Provide a commercial general liability insurance policy, including contractual liability, in adequate quantity to protect against legal liability arising out of Contract activity but not less than \$1,000,000 per occurrence.
- B. Business Automobile Liability Insurance. In the event that services delivered pursuant to this Contract involve the use of vehicles, either owned or unowned by Contractor, Contractor shall maintain business automobile liability insurance with a limit of not less than \$1,000,000 per occurrence, using a combined single limit for bodily injury and property damage.

The insurance required shall be issued by an insurance company authorized to do business in the state of Washington, and shall name the state of Washington, its agents and employees as additional insureds under the insurance policies.

All policies shall be primary to any other valid and collectible insurance. Contractor shall instruct the insurers to give AGO thirty (30) calendar days advance notice of any insurance cancellation. Contractor agrees to disclose the existence and nature of any limiting endorsement that applies to any liability insurance policy required pursuant to this Contract.

Contractor shall submit to AGO within fifteen (15) calendar days of the Contract effective date the certificates of insurance that outline the coverages, limits and terms specified herein. Contractor shall submit renewal certificates as appropriate during the term of the Contract.

Contractor hereby waives all rights against AGO for recovery of damages to the extent such damages are covered by insurance maintained pursuant to this Contract.

6. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

Each of the exhibits listed below is incorporated by reference into this Contract. In the event of any inconsistency, the inconsistency shall be resolved by giving precedence in the following order:

- A. Applicable federal and state of Washington statutes and regulations
- B. This Contract

- C. General Terms and Conditions- Exhibit C
- D. Compensation and Payment Procedures-Exhibit D
- E. RFP 20-01- Exhibit A
- F. Contractor's Proposal dated _____, 2020- Exhibit B

7. CONTRACT MANAGEMENT

The Contract Coordinator for each of the parties shall be the contact person listed below for all communications, notices and billings regarding the Contract:

Contractor Coordinator:

<Name>
<Title>
<Mailing Address>
<City, State, Zip>
<Email>

AGO Coordinator:

<Name>
<Title>
<Mailing Address>
<City, State, Zip>
<Email>

8. ASSURANCES

AGO and Contractor agree that all activity pursuant to this Contract will be in accordance with applicable current federal, state and local laws, rules and regulations.

9. NOTICES

Any notice, demand or other communication required or permitted to be given under this Contract or applicable law will be effective only if it is in writing and signed by the party giving notice, properly addressed, and either delivered in person or by a recognized courier service, or deposited with the United States Postal Service as first-class mail, postage prepaid to the other party at the other party's address provided in section 7 of this Contract.

Notices shall be effective upon receipt or four business days after mailing, whichever is earlier. A notice address may be changed by written notice given as provided above.

10. ENTIRE AGREEMENT

This Contract, including the exhibits hereto, represent all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

11. CONFORMANCE

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

12. APPROVAL

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

13. COUNTERPARTS

This Contract may be executed in counterparts or in duplicate originals. Each counterpart or duplicate original will be deemed to be an original copy of the Contract signed by each party for all purposes.

THIS CONTRACT is executed by the persons signing below, who warrant that they have the authority to execute this Contract.

OFFICE OF THE ATTORNEY GENERAL

CONTRACTOR

By: (Signature)

By: (Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A
[REQUEST FOR PROPOSALS]

EXHIBIT B

[CONTRACTOR'S PROPOSAL]

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1 DEFINITIONS

AGENCY	<p>When used as generic term, “agency” references State of Washington institutions, the offices of the elective State officers, the Supreme Court, the court of appeals, the administrative and other departments of state government, institutions of higher education and the offices of all appointive officers of the State.</p> <p>When capitalized and used in a non-generic fashion, “AGENCY” shall mean the institution or entity for which the AGO has retained the services of a SAAG under this Contract.</p>
AGO	<p>The Washington State Office of the Attorney General; legal counsel to Washington State agencies, boards, commissions, public institutions of higher education, and State elected officials.</p>
AGO Contract Administrator	<p>An AGO employee tasked with providing high-level oversight of AGO Contracts. The AGO Contract Administrator must be copied on all written notices required by this Contract, but is not the person who coordinates day-to-day performance.</p>
AGO Contract Coordinator	<p>AGO employee responsible to oversee this Contract, who shall serve as the CONTRACTOR’s primary contact regarding the work performed. The AGO Contract Coordinator may preauthorize expenditures, and will oversee the details of the work performed.</p>
Business Associate¹	<p>With respect to a Covered Entity, a person to whom a Covered Entity discloses Protected Health Information so that the person can carry out, assist with the performance of, or perform on behalf of, a function or activity for the Covered Entity, including any agent, contractor or any other person who receives Protected Health Information from the Covered Entity (or from another Business Partner of the Covered Entity) for the purposes described herein.</p>
Business Days	<p>Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, excluding holidays observed by the State of Washington.</p>
Calendar Days	<p>Consecutive days of the year including weekends and holidays, each of which commence at 12:00:01 a.m. and end at Midnight, Pacific Time. When “days” are not specified, Calendar Days shall prevail.</p>
CONTRACTOR	<p>The firm, provider, organization, individual or other entity performing services under this Contract, and shall include all employees of the CONTRACTOR.</p>

¹ Only applicable when services provided under this Contract are in connection with the AGO’s work for a Covered Entity and the CONTRACTOR will have access to PHI.

Contract	<p>When used as a generic term: An agreement, or mutual assent, between two or more competent parties with the elements of the agreement being offer, acceptance, and consideration.</p> <p>When used in reference to this agreement: The written documents memorializing the agreement between the CONTRACTOR and AGO for legal services. Contract documents include the written Agreement; the solicitation documents, if any, issued by the AGO, and Responses thereto; all attachments incorporated by reference (including these Standard Terms and Conditions and the Litigation Management Plan, if applicable); and all Contract Amendments.</p>
Covered Entity and Hybrid Covered Entity²	<p>Covered entities are those that are subject to the requirements of the Health Insurance Portability and Accountability Act (“HIPAA”). Hybrid covered Entities are single legal entities that are covered entities and whose business activities include both HIPAA covered and non-covered functions. Work performed for the covered functions is subject to the same requirements as work for a Covered Entity. See 45 C.F.R. §§ 160 and 164.</p>
Designated Record Set³	<p>A group of records maintained by or for the AGENCY that is: (i) the medical records and billing records about individuals maintained by or for the AGENCY, (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan, or (iii) used, in whole or in part, by or for the AGENCY to make decisions about individuals. As used herein the term “record” means any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for the AGENCY. See 45 C.F.R. §164.501.</p>
Disclosure	<p>The release, transfer, provision of access to, or divulging in any other manner information outside of the entity holding the information.</p>
Electronic Media	<p>The mode of electronic transmissions. It includes the Internet, extranet (using Internet technology to link a business with information only accessible to collaborating parties), leased lines, dial-up lines, private networks, and those transmissions that are physically moved from one location to another using magnetic tape, disk, or compact disk media.</p>

² Only applicable when services provided under this Contract are in connection with the AGO’s work for a Covered Entity and the CONTRACTOR will have access to PHI.

³ Only applicable when services provided under this Contract are in connection with the AGO’s work for a Covered Entity and the CONTRACTOR will have access to PHI.

Individually Identifiable Health Information⁴	A subset of health information, including demographic information collected from an individual, and (i) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (ii) relates to the past, present or future physical or mental health or condition of an individual; and (a) identifies the individual, or (b) with respect to which there is a reasonable basis to believe that the information can be used to identify an Individual.
Personal Information	Information identifiable to any person, including, but not limited to, information that relates to a person's health, finances, education, business, use or receipt of governmental services, or other activities, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and other identifying numbers.
PHI or Protected Health Information⁵	Individually Identifiable Health Information that is: (i) transmitted by electronic media, (ii) maintained in any medium constituting electronic media, or (iii) transmitted or maintained in any other form or medium. "Protected Health Information" shall not include education records covered by the Family Educational Right and Privacy Act, as amended, 20 U.S.C. § 1232g(a)(4)(B)(iv).
Public Record	"Public record" includes any writing containing information relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics. For the office of the secretary of the senate and the office of the chief clerk of the house of representatives, public records means legislative records as defined in RCW 40.14.100 and also means the following: All budget and financial records; personnel leave, travel, and payroll records; records of legislative sessions; reports submitted to the legislature; and any other record designated a public record by any official action of the senate or the house of representatives. See RCW 42.56.010.
State	The State of Washington, including state elected officials, state boards, commissions, agencies and public institutions of higher education.
Subcontractor	A person or business that is, or will be, providing or performing an essential aspect of the Contract under the direction and responsibility of the CONTRACTOR and with the prior agreement of the AGO.
Use	When the verb "use" is employed in a generic sense, it shall mean to take, hold, or deploy something as a means of accomplishing a purpose or end. When the verb "use" is employed in conjunction with information shared by

⁴ Only applicable when services provided under this Contract are in connection with the AGO's work for a Covered Entity and the CONTRACTOR will have access to PHI.

⁵ Only applicable when services provided under this Contract are in connection with the AGO's work for a Covered Entity and the CONTRACTOR will have access to PHI.

	the AGO or AGENCY with the CONSULANT under this Contract, it shall mean the sharing, employment, application, utilization, examination, analysis, canonization, or commingling of information provided under this Contract with other information.
Writing	"Writing" means handwriting, typewriting, printing, photostating, photographing, and every other means of recording any form of communication or representation including, but not limited to, letters, words, pictures, sounds, or symbols, or combination thereof, and all papers, maps, magnetic or paper tapes, photographic films and prints, motion picture, film and video recordings, magnetic or punched cards, discs, drums, diskettes, sound recordings, and other documents including existing data compilations from which information may be obtained or translated. See RCW 42.56.010.

2 TERMS & CONDITIONS

2.1 CONTRACTOR Supervision and Coordination

The CONTRACTOR shall competently and efficiently supervise and coordinate the implementation and completion of all Contract requirements specified herein. The CONTRACTOR shall consult with and keep the AGO Contract Coordinator fully informed as to the progress of all matters covered by this Contract.

2.2 Changes/Amendments

Alterations to any of the terms, conditions, or requirements of this Contract shall be effective only upon execution of a written Contract Amendment signed by the AGO and the CONTRACTOR. Notwithstanding this provision: changes to the AGO contacts may be communicated in a writing, including an email, without issuing a Contract Amendment.

2.3 Notice

Notices will be deemed received on only Business Days. Notices delivered after regular business hours, or on holidays or weekends, will be deemed received on the following Business Day.

All notices, requests, demands and other communications required under this Contract shall be in writing and shall be deemed duly given and received (i) if personally delivered, on the date of delivery as documented by the recipient's stamp on the document; (ii) if mailed, three (3) days after deposit in the United States Mail, postage prepaid and addressed as provided in Section 7 – Contract Management; or (iii) if delivered by email, upon receipt in the recipient's email system.

2.4 Assignment

Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the CONTRACTOR without the prior written consent of the AGO. The AGO reserves the right to reject an assignment.

2.5 Safeguarding Confidential Information

The CONTRACTOR will be provided information to enable it to perform its duties under this contract that is exempt from disclosure under the Public Records Act, chapter 42.56 RCW, or other state or federal law. Confidential information may include medical or other personal information;

privileged information, and protected work product. The CONTRACTOR shall not use, disclose, or share any information concerning the AGO or its clients or any information provided to it under this Contract for any purpose not directly connected with the performance of its duties under this Contract, except with prior written consent of the AGO Contract Coordinator, or as may be required by law. The CONTRACTOR shall protect such information against disclosure, using the degree of care a reasonable person would use to protect its own confidential or protected information.

2.6 Use of Subcontractors

CONTRACTOR may not use Subcontractors in the performance of any duties under this Contract without obtaining prior written approval from the AGO Contract Coordinator. CONTRACTOR may submit a request to use a Subcontractor by identifying such Subcontractor in writing, which includes email, addressed to the AGO Contract Coordinator and copied to the AGO Contract Administrator. The AGO Contract Coordinator may provide approval, or otherwise respond to the request, via email, with a copy to the AGO Contract Administrator, regardless of the form in which the written request was delivered. CONTRACTOR shall be responsible for all actions of any Subcontractors in the performance of this Contract. CONTRACTOR shall be responsible to ensure that all requirements of the Contract flow down to any Subcontractor. In no event shall the existence of a subcontract operate to release or reduce the liability of CONTRACTOR to the AGO and the State for any breach in the performance of the CONTRACTOR's duties. Subcontractors, if preauthorized as set out above by the AGO, shall be paid by CONTRACTOR. AGO will reimburse CONTRACTOR, at cost and no markup will be allowed.

2.7 Conflict of Interest

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGO may, in its sole discretion, by written notice to the CONTRACTOR, immediately terminate this Contract if it is found, after due notice and examination by the AGO, that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW, or any similar statute involving the CONTRACTOR in the procurement of, or services provided, under this Contract.

In the event this Contract is terminated as provided above, the AGO shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of this Contract by the CONTRACTOR. The rights and remedies of the AGO provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the AGO makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Contract.

2.8 Copyright Provisions

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the AGO. The CONTRACTOR is hereby commissioned to create the Materials. "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.

If for any reason the work product would not be considered a work made for hire under applicable law, the CONTRACTOR assigns and transfers to the AGO the entire right, title and interest in and to all rights in the Materials and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

For Materials that are delivered under this Contract, but that incorporate pre-existing materials not

produced under this Contract, CONTRACTOR hereby grants to the AGO 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. 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 AGO.

The CONTRACTOR shall advise the AGO, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The AGO shall receive prompt written notice of each notice or claim of copyright infringement received by the CONTRACTOR with respect to any data delivered under this Contract. The AGO shall have the right to modify or remove any restrictive markings placed upon the data by the CONTRACTOR.

2.9 Signature

A manually signed copy of this Contract or any amendments or other transaction documents delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy.

2.10 Treatment of Assets/Ownership Rights

Title to all property furnished by the AGO and/or AGENCY shall remain with the AGO and/or AGENCY. Any property of the AGO and/or AGENCY furnished to the CONTRACTOR shall, unless otherwise provided herein or approved by the AGO and/or AGENCY, be used only for the performance of this Contract.

The CONTRACTOR shall be responsible for damages as a result of any loss or damage to property of the AGO and/or AGENCY which results from the negligence of the CONTRACTOR or which results from the failure on the part of the CONTRACTOR to maintain, administer and protect that property in a reasonable manner and to the extent practicable in all instances.

If any AGO and/or AGENCY property is lost, destroyed, or damaged, the CONTRACTOR shall immediately notify the AGO and/or AGENCY and shall take all reasonable steps to protect the property from further damage.

The CONTRACTOR shall surrender to the AGO and/or AGENCY all AGO and/or AGENCY property upon completion, termination, or cancellation of this Contract, unless it receives written direction to the contrary from the AGO and/or AGENCY.

All documents, data, and records produced by the CONTRACTOR and any Subcontractors in carrying out the obligations and services hereunder, whether preliminary or final, are and shall become and remain the property of the AGO.

The AGO shall have the right to use all such documents, data, and records in any manner it deems appropriate, without restriction or limitation and without additional compensation to the CONTRACTOR and any Subcontractors and the CONTRACTOR and any Subcontractors shall have no right or interest therein. This shall include the right to copy, modify, prepare derivative works from, and publish and distribute (to the extent consistent with ethical obligations), any component of the documents, data and records.

Documents, data, and records given to or prepared by the CONTRACTOR and any Subcontractors under this Contract shall not be made available to any individual or organization without the prior written approval of the AGO Contract Coordinator.

Notwithstanding the provisions of this section, the CONTRACTOR may retain copies of documents, data and records delivered to the AGO and is granted a non-exclusive license to use those materials, to the extent consistent with its ethical obligations.

2.11 Overpayment

If the AGO or CONTRACTOR realizes that the CONTRACTOR was erroneously paid or overpaid, they will provide written notice of such overpayment. AGO retains the right to be reimbursed for any erroneous payment or overpayment.

2.12 Fees/Licenses, CONTRACTOR Expenses and Audits

a. Fees/licenses

After award of Contract, and prior to commencing performance under the Contract, the CONTRACTOR shall pay for and maintain in a current status any licenses, fees, assessments, permit charges, etc., which are necessary for Contract performance. It is the CONTRACTOR's sole responsibility to maintain licenses and to monitor and determine any changes or the enactment of any subsequent regulations for said fees, assessments, or charges and to immediately comply with said changes or regulations during the entire term of this Contract.

b. Audits

The AGO and the State reserve the right to audit, or have a designated third-party audit, applicable records to ensure that the State has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced.

2.13 Information and Communications

a. Retention and review of materials

The CONTRACTOR shall maintain:

- i. All books, records, documents, data and other materials relating to this Contract, 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.
- ii. All documents, records, correspondence, e-mail, notes, audio and/or video recordings, reports and any other materials related to this Contract including all iterations and drafts of such materials that CONTRACTOR creates or receives from any source.
- iii. All such materials described in subparagraphs i and ii above, whether they are in paper, electronic, or other form, in such a manner that they can be readily identified and located as records relating to this Contract. To the greatest extent practicable, materials relating to this Contract shall be segregated from materials relating to other matters handled by the CONTRACTOR, and materials containing privileged or confidential information relating to this Contract shall be segregated from other materials relating to this Contract.

The CONTRACTOR shall retain any and all materials identified above until advised by the AGO that retention is no longer required. In the event that CONTRACTOR has entered a business associate agreement and has accessed PHI, retention and/or

destruction of PHI is to be coordinated with the AGO upon conclusion of the Contract, as set forth in subparagraph f of this section.

At no additional cost, all materials, including materials generated under the Contract, shall be subject at all reasonable times to inspection, review, or audit by the AGO, personnel duly authorized by the AGO, the Washington State Auditor's Office, and federal and state officials so authorized by law, regulation or agreement.

b. Non-endorsement and publicity

The AGO is not endorsing the CONTRACTOR's services, nor suggesting that they are the best or only solution to their needs. The CONTRACTOR agrees to make no reference to the AGO in any literature, promotional material, brochures, sales presentation or the like, regardless of method of distribution, without the prior review and express written consent of the AGO.

The CONTRACTOR shall not publish or use any information concerning this Contract in any format or media for advertising or publicity without prior written consent from the AGO.

c. Media contact

No statement may be made by the CONTRACTOR to the press or any other media, on or off the record, unless prior express written approval is secured from the AGO. The CONTRACTOR may be asked on occasion to assist in the development of media responses. All media inquiries must be immediately reported to the AGO Contract Coordinator and the AGO's Communications Director (atgmedia@atg.wa.gov).

d. Protection of Confidential Information

The CONTRACTOR acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Contract or its performance of the services under the Contract may consist of information that is exempt from disclosure to the public or other unauthorized persons under either [chapter 42.56 RCW](#) or other state or federal statutes ("Confidential Information"). Confidential Information includes, but is not limited to, CONTRACTOR, AGENCY and/or AGO communications delivered in order to provide the services described in Section 2 of the Contract; AGO source code or object code; AGO security data; or Personal Information. The CONTRACTOR shall hold Confidential Information in strictest confidence and not make use of Confidential Information for any purpose other than the performance of this Contract. CONTRACTOR will release Confidential Information only to employees and others requiring access to such information for the purposes of carrying out duties under this Contract, and will not release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without the AGO's express written consent or as provided by law. The CONTRACTOR agrees to implement industry standard security procedures and guidelines to prevent unauthorized access to Confidential Information.

After consultation with the AGO, the CONTRACTOR must comply with Washington State RCW 42.56.590, Personal Information – Notice of Security Breaches, and RCW 19.255.010, Disclosure, notice – Definitions – Rights, remedies.

AGO reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used, or acquired by the CONTRACTOR through this Contract. The monitoring, auditing, or investigating may include, but is not limited to, salting databases. "Salting" is

the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

e. Public records procedure for CONTRACTOR

CONTRACTOR understands and agrees that the records it obtains or produces under this Contract may be public records under chapter 42.56 RCW (the Public Records Act, or "PRA"), or its successor act. The CONTRACTOR shall cooperate in a timely manner with the AGO in responding to public records requests ("PRRs") related to this Contract or the services provided under this Contract. Such cooperation shall include searching all records regarding the "Scope of Work" described in Section 2 of the Contract, and producing all records that are potentially responsive to a PRR to the AGO. CONTRACTOR shall mark and segregate all materials in its possession that are protected by work product or attorney-client privilege to protect against inadvertent disclosure of such documents and to facilitate the AGO's application of allowable PRA exemptions. CONTRACTOR shall not charge for the time-spent gathering and producing records pursuant to a PRR.

f. Business Associate Agreement (HIPAA), as applicable

Purpose of activity: The AGO is statutorily mandated to provide legal advice and representation to AGENCY. Pursuant to 45 C.F.R. Parts 160 and 164, this Business Associate Agreement applies to the extent the AGENCY is a Covered Entity or a Hybrid Covered Entity; in which case the AGO is a business associate of the AGENCY when it provides legal services that require the use or disclosure of Protected Health Information (PHI). When the AGO, in its role as business associate, contracts with a third party in connection with providing legal services for the AGENCY, the AGO is required to ensure that a third party agrees to maintain the security and confidentiality of PHI. The Contract Services, as described in Paragraph 2, will require that the CONTRACTOR access PHI.

Use or disclosure of Protected Health Information: The CONTRACTOR shall not use or disclose Protected Health Information received from the AGENCY or AGO in any manner that would constitute a violation of federal law, the Health Insurance Portability and Accountability Act of 1996 and any regulations enacted pursuant to its provisions ("HIPAA Standards") and applicable provisions of Washington state law. The CONTRACTOR shall ensure that its employees, contractors, and agents use or disclose PHI received from, or created or received on behalf of the AGENCY or AGO in accordance with the provisions of this Contract and federal and state law. The CONTRACTOR shall not use or disclose PHI in any manner other than that permitted or required by the AGENCY or AGO for the purpose of accomplishing services for or on behalf of the AGENCY or AGO as described in this Contract.

Safeguards against unauthorized use or disclosure of PHI: The CONTRACTOR agrees that it will implement all appropriate safeguards to prevent the inappropriate use or disclosure of PHI pursuant to the terms and conditions of this Contract. To the extent the CONTRACTOR carries out the AGENCY's obligations under the HIPAA Privacy, Breach Notification, Security, and Enforcement Rules and regulations, CONTRACTOR shall comply with the requirements of such Rules and regulations that apply to the AGENCY in the performance of such obligations.

Reporting unauthorized use or disclosure of PHI: If the CONTRACTOR has reason to believe that PHI may have been accessed, disclosed, or acquired without proper

authorization, the CONTRACTOR shall, within five (5) business days of discovery, notify the AGO and the AGENCY. If the unauthorized use or disclosure constitutes a Breach, as defined by 42 U.S.C. § 17921, the CONTRACTOR shall (a) provide all information necessary to enable the AGENCY to fully understand the nature and scope of the Breach, including identification of each individual whose unsecured PHI has been, or is reasonably believed to have been accessed, acquired, or disclosed (b) take action to preserve forensic evidence and to identify, mitigate and remediate the cause of the breach, and (c) take such other steps as needed to comply with 42 U.S.C. § 17932, and all applicable regulations adopted to implement that statute. The CONTRACTOR shall indemnify, hold harmless, and defend the AGO and the AGENCY from and against any penalties, claims, actions, loss, liability, damage, costs, or expenses, including but not limited to reasonable attorneys' fees, system remediation, or forensic analysis, arising from or pertaining to such a Breach, including any violation of state or federal laws applicable to the use, disclosure or protection of PHI. The indemnification provided hereunder includes the full costs of notice to impacted individuals, including the costs to retain an outside consulting firm to undertake the notification effort.

Agreements by third parties: The CONTRACTOR shall enter into a written agreement with any consultant, subcontractor or agent who will have access to PHI that is received or created or received on behalf of the AGENCY or the AGO. CONTRACTOR shall ensure that any consultant, subcontractor or agent agrees to be bound by the same restrictions, terms and conditions that apply to the CONTRACTOR through this Contract with respect to PHI. The CONTRACTOR shall require that any consultant, subcontractor or agent notify the CONTRACTOR of any instances in which PHI is used or disclosed in an unauthorized manner. The CONTRACTOR shall take steps to reasonably cure the breach of confidentiality and end the violation or shall terminate the contract with the consultant, subcontractor or agent.

Access to information: To the extent applicable, within five (5) business days of a request by the AGENCY for access to PHI about an individual contained in a Designated Record Set, the CONTRACTOR shall make available to the AGENCY such PHI for so long as the information is maintained in the Designated Record Set. If any individual requests access to PHI directly from the CONTRACTOR, the CONTRACTOR shall within two (2) business days forward such request to the AGENCY. The CONTRACTOR shall not deny any individual's request for access to the individual's PHI. Instead, any denials of access to PHI requested will be the responsibility of the AGENCY.

Availability of PHI for amendment: To the extent applicable, within ten (10) business days of a request from the AGENCY for the amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set (for so long as the PHI is maintained in the Designated Record Set), the CONTRACTOR shall provide such information to the AGENCY for amendment and incorporate any such amendments in the PHI as required by 45 C.F.R. §164.526.

Accounting of disclosures: To the extent applicable, within ten (10) business days of notice by the AGENCY to the CONTRACTOR that it has received a request for an accounting of disclosures of PHI regarding an individual during the six (6) years prior to the date on which the accounting was requested, the CONTRACTOR shall make available to the AGENCY such information as is in the CONTRACTOR's possession and is required for the AGENCY to make the accounting required by 45 C.F.R. §164.528. At a minimum, the

CONTRACTOR shall provide the AGENCY with the following information: (i) the date of the disclosure, (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person, (iii) a brief description of the PHI disclosed, and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. If the request for an accounting is delivered directly to the CONTRACTOR, the CONTRACTOR shall within two (2) business days forward such request to the AGENCY. It shall be the AGENCY's responsibility to prepare and deliver any such accounting requested. The CONTRACTOR agrees to implement an appropriate record keeping process to enable it to comply with the requirements of this section.

Electronic Protected Health Information: If the CONTRACTOR creates, receives, maintains or transmits Electronic Protected Health Information ("ePHI") on behalf of the AGENCY, the CONTRACTOR agrees to (1) implement administrative, physical and technical safeguards and documentation requirements consistent with the standards and implementation specifications set forth in sections 164.308, 164.310, 164.312, and 164.316 of title 45, Code of Federal Regulations; (2) ensure that any third party agent (including CONTRACTORS and CONSULTANTS) or subcontractor who receives such ePHI from the CONTRACTOR agrees to implement administrative, physical and technical safeguards and documentation requirements consistent with the standards and implementation specifications set forth in sections 164.308, 164.310, 164.312, and 164.316 of title 45, Code of Federal Regulations; and (3) deploy appropriate safeguards to implement the Secretary of Health and Human Services' annual guidance on the most effective and appropriate technical safeguards for use in carrying out security standards.

Availability of books and records: The CONTRACTOR agrees to make its internal practices, books and records relating to the use and disclosure of PHI received from the AGENCY, or created or received on behalf of the AGENCY, available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining the AGENCY's and the CONTRACTOR's compliance with the HIPAA Standards.

Return or destruction of information: At the expiration or termination of this Contract, the CONTRACTOR shall contact AGENCY for a determination as to whether AGENCY directs the return or destruction of all PHI received from, or created or received on behalf of the AGENCY that the CONTRACTOR still maintains in any form. If destruction or return of PHI is not feasible, the CONTRACTOR shall not use PHI received from, created or received on behalf of the AGENCY in a manner other than those permitted or required by state and federal laws or for the purposes described herein.

All terms in this subsection not otherwise defined in this Contract, including these *General Terms and Conditions*, shall be given the meanings accorded them in 45 C.F.R. Parts 160, 162, and 164 and state laws governing healthcare privacy, including but not limited to, Public Records - Personal Information – Notice of Security Breaches (RCW 42.56.590), the Uniform Healthcare Information Act (RCW 70.02), mental illness (RCW 71.05), mental health services for minors (RCW 71.34), drug and alcohol abuse (RCW 70.96A, 42 CRF part 2), and HIV/AIDS/STDs (RCW 70.24).

2.14 General Provisions

a. Governing law/venue

Unless otherwise provided in the Contract, 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.

The County may change depending upon the location of the services.

b. Severability

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

c. Survivorship

All transactions executed for services provided pursuant to the authority of this Contract shall be bound by all of the terms and conditions, set forth herein, notwithstanding the expiration of the initial term of this Contract or any extension thereof. Further, the terms, conditions and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive. In addition, the terms of the sections or subsections titled Overpayment or Erroneous Payment; Treatment of Assets/Ownership Rights; Protection of Confidential Information; Non-endorsement and Publicity; Retention and Review of Materials; Immunity, Indemnification and Hold Harmless; the Business Associate Agreement; Protection of Confidential Information; and Disputes and Remedies shall survive the termination of this Contract.

d. Independent status of the CONTRACTOR

In the performance of this Contract, the parties will be acting in their individual, corporate or governmental capacities and not as employees, partners, joint ventures, or associates of one another. The employees of one party shall not be deemed or construed to be the employees of the other party for any purpose whatsoever. The CONTRACTOR shall not make any claim of right, privilege or benefit which would accrue to an employee under [chapter 41.06 RCW](#), or [Title 51 RCW](#).

e. Gifts, gratuities and conflicts of interest

The CONTRACTOR shall comply with all state laws regarding gifts and gratuities, including but not limited to: [RCW 39.26](#), [RCW 42.52.150](#), [RCW 42.52.160](#), and [RCW 42.52.170](#) under which it is unlawful for any person to directly or indirectly offer, give or accept gifts, gratuities, loans, trips, favors, special discounts, services, or anything of economic value in conjunction with state business or Contract activities.

Under [RCW 39.26](#) and the Ethics in Public Service Law, [chapter 42.52 RCW](#), state officers and employees are prohibited from receiving, accepting, taking or seeking gifts (except as permitted by [RCW 42.52.150](#)) if the officer or employee participates in contractual matters relating to the purchase of goods or services.

The CONTRACTOR must comply with [chapter 42.52 RCW](#), Ethics in Public Service, or any other laws regarding ethics in public acquisitions and procurement and performance of contracts.

f. Immunity, indemnification and hold harmless

The CONTRACTOR expressly agrees to indemnify and hold harmless the Indemnified Parties for any claim arising out of or incident to the CONTRACTOR's performance or failure to perform the Contract. The CONTRACTOR shall be required to indemnify, defend, and hold harmless the Indemnified Parties only to the extent claim is caused in whole or in part by negligent, reckless or willful acts or omissions of the CONTRACTOR, its agents, employees, representatives, or its employees.

To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the AGO, the State of Washington and all of its agencies, boards, commissions, officials, agents, employees and authorized volunteers (the "Indemnified Parties"), from and against all claims for malpractice, bodily injury, death or damage to property, and all harm relating to the CONTRACTOR's unauthorized use of personal information or the unauthorized use of personal information by unauthorized persons as a result of the CONTRACTOR's failure to sufficiently protect against unauthorized use, disclosure, modification, or loss. The CONTRACTOR's obligation to indemnify and hold harmless includes any claim by the CONTRACTOR's agents, employees, or representatives.

The CONTRACTOR waives its immunity under Title 51 to the extent it is required to indemnify, defend and hold harmless the State and its agencies, officials, agents or employees.

g. Personal liability

It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of the State of Washington, when executing their official duties in good faith, be in any way personally liable or responsible for any agreement herein contained whether expressed or implied, nor for any statement or representation made herein or in any connection with this Contract.

2.15 Professional liability insurance

The CONTRACTOR shall maintain errors, omissions (professional liability) insurance, and such additional insurance as may be required to enable it to fulfill its duty to indemnify throughout the term of this Contract.

In the event that services delivered pursuant to this Contract involve the use of vehicles or the transportation of clients, required insurance shall include a business automobile policy. The coverage provided shall protect against claims for bodily injury, including illness, disease, and death; and property damage caused by an occurrence arising out of or in consequence of the performance of this service by the CONTRACTOR or its employees.

Failure to maintain sufficient coverage shall not relieve the CONTRACTOR of its duty of indemnification as stated in this Contract. The CONTRACTOR agrees to provide evidence of such insurance coverage upon request by the AGO.

2.16 Industrial insurance 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 required by law. The State of Washington will not be held responsible in any way for claims filed by the CONTRACTOR or its employees for services performed under the terms of this Contract.

For work performed by any of the CONTRACTOR's Washington State employees, the CONTRACTOR shall comply with the provisions of [Title 51 RCW](#), Industrial Insurance. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from the CONTRACTOR.

2.17 Nondiscrimination

During the performance of this Contract, the CONTRACTOR shall comply with all applicable federal and state nondiscrimination laws, regulations and policies, including, but not limited to: Title VII of the Civil Rights Act, 42 U.S.C. § 12101 et. seq.; the Americans with Disabilities Act (ADA); and, [chapter 49.60 RCW](#), Discrimination – Human Rights Commission.

2.18 Waiver

Failure or delay of the AGO to insist upon the strict performance of any term or condition of the Contract or to exercise any right or remedy provided in the Contract or by law; or the AGO's acceptance of or payment for materials, supplies, services and/or equipment, shall not release the CONTRACTOR from any responsibilities or obligations imposed by this Contract or by law, and shall not be deemed a waiver of any right of the AGO to insist upon the strict performance of the entire agreement by the CONTRACTOR. In the event of any claim for breach of contract against the CONTRACTOR, no provision of this Contract shall be construed, expressly or by implication, as a waiver by the AGO of any existing or future right and/or remedy available by law.

2.19 Disputes and remedies

a. Problem resolution and disputes

Problems arising out of the performance of this Contract shall be resolved in a timely manner at the lowest possible level by those possessing authority to resolve such problems.

The initiating party shall reduce its description of the dispute to writing and deliver it to the responding party. The responding party shall respond in writing within five (5) business days. The initiating party shall have three (3) business days to review the response. If after this review a resolution cannot be reached, both parties shall have three (3) business days to negotiate in good faith to resolve the dispute, which will normally include escalating the issue within each party's organization.

If a problem persists and cannot be resolved through negotiation after five (5) business days, the parties agree to participate in mediation in good faith. The mediator shall be chosen by agreement of the parties. If the parties cannot agree on a mediator, the parties shall use a mediation service that selects the mediator for the parties.

The request for a dispute mediation must:

- be in writing;
- state the disputed issue(s);
- state the relative positions of the parties;
- state the CONTRACTOR's name, address, and this Contract number; and
- be mailed to the other party's (the responding party's) Contract Coordinator.

The parties agree to exercise good faith in dispute resolution and to settle disputes prior to using a mediator whenever possible.

The parties agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this Contract that are not affected by the dispute.

If the subject of the dispute is the amount due and payable by the AGO for materials or services supplied by the CONTRACTOR, the CONTRACTOR shall continue providing materials and services pending resolution of the dispute provided the AGO pays the CONTRACTOR the amount it, in good faith, believes is due and payable.

b. Alternative dispute resolution fees and costs

In the event that the parties engage in any form of alternative dispute resolution to resolve a dispute in lieu of litigation, both parties shall share equally in the cost of the alternative dispute resolution method, including cost of mediator or arbitrator. In addition, each party shall be responsible for its own attorneys' fees incurred as a result of the alternative dispute resolution method.

c. Non-exclusive remedies

The remedies provided for in this Contract shall not be exclusive but are in addition to all other remedies available under law.

2.20 Contract termination and/or suspension

The AGO may upon written notice, terminate or suspend this Contract, in whole or in part. If this Contract is so terminated or suspended, the AGO 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 or suspension.

If the AGO terminates or suspends this Contract, CONTRACTOR shall follow any procedures the AGO specifies in the termination or suspension notice. After receipt of a termination or suspension notice, and except as otherwise expressly directed in writing by the AGO, the CONTRACTOR shall:

- a. Stop all work under the Contract on the date, and to the extent specified, in the notice;
- b. Complete or fulfill such work under the Contract that is not terminated or suspended in compliance with all Contractual requirements;
- c. Transfer title to the AGO and deliver in the manner, at the times, and to the extent directed by the AGO any property which, if the Contract had been completed, would have been required to be furnished to the AGO;
- d. Take such action as may be necessary, or as the AGO 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 AGO has or may acquire an interest.

2.21 Registration with Department of Revenue

In accordance with the registration requirements of the Washington State Department of Revenue (<https://dor.wa.gov/doing-business/register-my-business>), the CONTRACTOR shall complete the required business application and be responsible for payment of all taxes due on payments made under this Contract.

2.22 Taxes, fees and licenses

All payments accrued on account 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.

CONTRACTOR shall pay for and maintain in a current status any licenses, fees, assessments, permit charges, etc., which are necessary for Contract performance. It is the CONTRACTOR's sole responsibility to maintain licenses and to monitor and determine any changes or the enactment of any subsequent regulations for said fees, assessments, or charges and to immediately comply with said changes or regulations during the entire term of this Contract.

2.23 No Wage Violation

CONTRACTOR warrants that within three (3) years prior to the date of execution of this Contract, CONTRACTOR has not been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW chapters 49.46, 49.48, or 49.52.

CONTRACTOR further warrants that it will remain in compliance with these requirements during the life of this Contract. CONTRACTOR will immediately notify AGO of any finding of a willful violation entered by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction entered during the life of this Contract.

EXHIBIT D

[COMPENSATION AND PAYMENT PROCEDURES]

EXHIBIT C

EXECUTIVE ORDER 18-03 CONTRACTOR CERTIFICATION

EXHIBIT C

**CONTRACTOR CERTIFICATION
EXECUTIVE ORDER 18-03 – WORKERS’ RIGHTS WASHINGTON STATE GOODS & SERVICES
CONTRACTS**

Pursuant to the Washington State Governor’s Executive Order 18-03 (dated June 12, 2018), the Washington State Attorney General’s Office is seeking to contract with qualified entities and business owners who certify that their employees are not, as a condition of employment, subject to mandatory individual arbitration clauses and class or collective action waivers.

Solicitation No.: 20-01

I hereby certify, on behalf of the firm identified below, as follows (check one):

NO MANDATORY INDIVIDUAL ARBITRATION CLAUSES AND CLASS OR COLLECTIVE ACTION WAIVERS FOR EMPLOYEES. This firm does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

OR

MANDATORY INDIVIDUAL ARBITRATION CLAUSES AND CLASS OR COLLECTIVE ACTION WAIVERS FOR EMPLOYEES. This firm requires its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

I hereby certify, under penalty of perjury under the laws of the State of Washington, that the certifications herein are true and correct and that I am authorized to make these certifications on behalf of the firm listed herein.

Signed at _____, _____ on this _____ day of _____, 2020.
City State Date Month

FIRM NAME: _____
Name of Proposer – Print full legal entity name of firm

BY: _____
Signature of authorized person Printed name of authorized person

TITLE: _____
Title of person signing certificate