

# Request for Proposals

## Professional Services for Executive Director Search:

### Table of Contents

Section 1	<u>Agency Values</u>
Section 2	<u>Purpose and Schedule</u>
Section 3	<u>Background and Scope of Services</u>
Section 4	<u>Contents of Proposals</u>
Section 5	<u>How to Submit a Proposal</u>
Section 6	<u>Evaluation and Selection</u>
Section 7	<u>Contract Term</u>
Section 8	<u>Contract Preparation</u>
Section 9	<u>General Information for All Bidders</u>
Section 10	<u>Protest Procedure</u>
Appendix 1	<u>Response Form – Title Page</u>
Appendix 2	<u>Certifications and Assurances</u>
Appendix 3	<u>Certification Regarding Debarment, Suspension and Other Responsibility Matters</u>
Appendix 4	<u>Standard Portion of Puget Sound Clean Air Agency Contract</u>
Appendix 5	Title VI Questionnaire

## Section 1. AGENCY VALUES

**1.1 Who We Are.** The Puget Sound Clean Air Agency (the Agency) is a municipal corporation created in 1967 that implements the Washington Clean Air Act (ch. 70A.15 RCW (hereinafter “the Act”)), Agency regulations adopted pursuant to the Act, and certain delegated U.S. Environmental Protection Agency (EPA) regulations and programs. The Agency’s jurisdiction covers King, Kitsap, Pierce, and Snohomish counties. The Agency works to protect public health, improve neighborhood air quality, and reduce our region’s contributions to climate change.

**1.2 Statement on Agency Values.** Our Agency values an inclusive environment and approach to its work. We believe we are more effective and relevant when we are able to consider a range of perspectives and people, particularly those who traditionally have not had decision-making authority. We also value equity and strive to ensure every person in our region has the same air-related health benefits.

This material is available in alternate formats for individuals with disabilities. Contact Customer Services Specialist by e-mail: [RFP@pscleanair.org](mailto:RFP@pscleanair.org), or by phone: (206) 689-4050 or (800) 552-3565, ext. 4050.

**1.3 Minority and Women-Owned Business Participation.** It is the Agency's policy that small businesses, minority and women's business enterprises (MWBE) have the opportunity to carry out Agency contracts. Bidders, and their vendors of goods and services related to this contract, should give equal consideration to all individuals who may work on this contract. Bidders should take all necessary steps to ensure that small businesses and MWBEs have the opportunity to carry out contracts and agreements with the Agency. Participation may be either on a direct basis in response to this Request or on a subcontractor basis.

While MWBE participation is not required, it is highly encouraged. However, the Agency will not give preference to proposals with MWBE participation and proposals will still be considered if they do not include MWBE participation.

Bidders cannot discriminate on the basis of race, creed, color, national origin, religion, age, gender, marital or veteran status, or the presence of any sensory, mental or physical handicap in the award and performance of contracts and subcontract agreements. Any affirmative action requirements set by federal regulations or statutes included or referenced in contract documents will apply.

Bidders may contact the Office of Minority & Women’s Business Enterprises (OMWBE) at (360) 664-9750 or [www.omwbe.wa.gov](http://www.omwbe.wa.gov) to obtain information on certified firms.

**1.4 Title VI.** The Agency abides by Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000D et seq., and the Civil Rights Restoration Act of 1987 (P.L. 100.259), which prohibits discrimination on the basis of race, color, national origin, or sex in programs and activities receiving federal financial assistance. The Agency will ensure that no individual or entity will be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any Agency-

sponsored program or activity. Any bidder will be given full opportunity to submit bids and no bidder will be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

## **Section 2. PURPOSE AND SCHEDULE**

**2.1 Purpose.** The Puget Sound Clean Air Agency requests bids for the following project according to the terms and conditions attached. In this Request, the terms "bidder," "contractor," and "consultant" are used interchangeably and refer to you or your business.

**2.2 Schedule.** The following is a tentative schedule of events:

6/12/2021	Release of RFP
7/9/2021	Responses to RFP due by noon
7/16/2021	Agency list of qualified respondents compiled
7/27/2021	Notification letters sent to all responders
8/9/2021	Contract term begins
6/30/2022	Contract terminates

**2.3 Contact Project Manager for Further Information.** Questions on the requirements of this Request or how to apply should be directed by telephone, e-mail, or in writing to the Project Manager.

Project Manager:	Heather Beckford
Phone Number:	206-689-4041
E-mail address:	heatherb@pscleanair.gov
Mailing Address:	1904 Third Avenue, Suite 105 Seattle, WA 98101

The Agency Project Manager identified above is the sole point of contact in the Agency for this Request. Any other communication will be considered unofficial and non-binding on the Agency.

### **Section 3. BACKGROUND AND SCOPE OF SERVICES**

#### **3.1 Background**

The Puget Sound Clean Air Agency is a municipal corporation responsible for protecting and enhancing the air quality in King, Kitsap, Pierce and Snohomish counties in Washington State. The Agency monitors and reports the air quality status and enforces air quality regulations within this four-county jurisdiction. Agency staff is comprised of approximately 65 employees who work in several professional trades including engineering, science, inspection, finance and accounting, legal, program and project delivery, information technology, communications, and administrative services.

The Executive Director is responsible for strategic and operational leadership of the Agency and reports to a Board of Directors. This nine-member board of directors has a representative from each of the four counties and the largest city in each of the 4 counties within our jurisdiction, with the ninth member representing the public at-large.

Our current Executive Director has served the Agency for eleven years, and recently announced his intention to resign in November of 2021. The Agency will face unique and critical points of change and transition concurrently with the search for its next executive director. The Agency is in the beginning stages of developing its next strategic plan, while also working actively to advance equity and environmental justice initiatives, delivering on objectives of the Agency's current strategic plan and continuing to meet the Agency's regulatory and enforcement responsibilities. We also will continue to respond and adjust to the developments of the global pandemic and the changing needs of our employees.

The Agency's equity and environmental justice principles are rooted in the belief that no community in our region should be disproportionately exposed and impacted by air pollution. As an agency, we seek to eliminate the inequity of higher levels of air pollution that have historically been imposed upon communities of color and low-income communities. We are committed to reducing these disproportionate burdens and exposures while also embedding equity within the Agency in order to best serve our jurisdiction.

In addition to responding to these needs, the next Executive Director of the Agency will also continue the role of being the external face of the Agency, and maintain productive relationships with partners and entities including the State Legislature, the State Department of Ecology, the EPA, Puget Sound Regional Council, the National Association of Clean Agencies, and other local air agencies.

Given the timeline of our strategic planning efforts and the desire to have a thorough scoping process with staff and stakeholder input to developing a candidate profile, we anticipate that an

interim executive director will be appointed to cover the period between when the current Executive Director departs and the next Executive Director is appointed and begins working at the Agency. Our goal is to plan the recruitment process so that the new Executive Director is in place by early spring 2022.

The Agency seeks a qualified professional consultant to assist the Board of Directors and the Human Resources Director in a recruitment effort for the interim Executive Director and Executive Director position. The consultant will be able to carry out all of the tasks identified in the scope of services with the highest standards of collaborative, communicative and professional care.

### **3.2 Scope of Services**

Specific tasks and approximate timeframes for each task under this Request for Proposals will include:

1. Meet regularly with the Human Resources and Organizational Development Director, General Counsel, and the Agency Board of Directors' Sub-Committee (hereinafter "Board Sub-Committee") to develop recruitment plans and strategy and provide updates on the recruitment process.
2. Help identify potential candidates for the interim executive director position. The Interim Executive Director will be expected to start work in late October 2021. Confirm candidate selection process for interim director with Board Sub-Committee. Expected timeframe: Late summer, early fall 2021.
3. Hold interactive and thorough scoping sessions with staff, managers, and community partners regarding the Executive Director position to help develop candidate attributes and position profile. Expected timeframe: Fall 2021.
4. Create a detailed national marketing and recruitment plan for approval by Board Sub-Committee.
5. Develop a position profile based on feedback and interactive processes with staff and stakeholders, feedback from Board Sub-Committee and external resources for similar air quality agency positions.
6. Create and place advertisements and recruiting materials for the position, as well as conduct outreach calls and targeted mailing to pertinent organizations and contacts. Expected timeframe: First quarter 2022.
7. Follow up on suggestions from the Board of Directors and/or Agency regarding potential candidates at other agencies/firms.
8. Review resumes and screen applicants against competencies and metrics agreed upon by Board Sub-Committee. Expected timeframe: First quarter 2022.

9. Present regular, in-person updates to the Board Sub-Committee and/or full Board on recruitment progress.
10. Conduct telephone and in-person screening interviews.
11. Administer assessments for final candidates as deemed necessary by Board Sub-Committee.
12. Present final candidates to the Board Sub-Committee.
13. Upon request by the Board Sub-Committee, coach the Board regarding the interview process.
14. Create questions based on final skills and competencies for the Board's final round of in-person interviews utilizing behavioral-based questions.
15. Develop, implement and manage the in-person, final applicant interview process, i.e. arrange timelines, appointments, interview packets, etc.
16. Conduct reference and background checks for final candidates. Expected timeframe: Late winter/early spring 2022.
17. Assist the Board in extending final offer to successful candidate, declines to unsuccessful candidates and complete all final paperwork. Expected timeframe: Early spring 2022.

#### **Section 4. CONTENTS OF PROPOSALS – Open Format**

Proposals must include all of the following information:

- **Table of Contents**
  - Clearly identify material contained in the proposal by section and page number.
- **Background and Qualifications of Consultant**
  - Describe the consultant's expertise, and what skills qualify the consultant to perform this project.

- Provide qualifications that will help support an equitable hiring process that prioritizes the Agency's environmental justice or equity goals as described in section 3.1 of this Request.
- Provide any qualifications as applicable that highlight experience recruiting executive level positions.
- Provide an example of a prior recruitment advertisement or communication from a previous executive recruitment.
- Provide three references for work related to this proposal. Examples of references should be former clients. Include the following:
  - Contact name
  - How is this person and/or their organization relevant to the bidder's experience?
  - Describe the work and when it occurred
  - Contact's address
  - Contact's telephone number
  - Contact's e-mail address
- **Work Statement / Project Approach**
  - Describe how the consultant will meet the objectives of this project. Include a detailed explanation of the consultant's unique approach to recruitment methods.
  - Explain how the consultant will conduct a thorough and comprehensive search beyond a usual and customary recruitment to ensure a skilled and diverse applicant pool.
  - Describe the consultant approach to each task outlined in the Section 3.2 of this Request.
  - Include an expected timeline of how long it will take to accomplish each task to meet completion deadline of Spring 2022.
  - If subcontractors are used, describe what portions of the project they will complete and what portions of the project the bidder will complete.
  - Explain how the consultant approach will support the Agency's environmental justice or equity goals as described in section 3.1 of this Request, if applicable.
- **Budget and Cost Breakdown**
  - Outline how much each task will cost.
  - Include everyone's hourly or daily rate of compensation including subcontractors (if proposed) and the number of hours or days their services will be used for each task.
  - Include sales tax in the cost breakdown, if related.
- **Signed Appendices**
  - Appendix 1: Response Form Title Page

- Appendix 2: Certifications and Assurances
- Appendix 3: Certification Regarding Debarment, Suspension and Other Responsibility Matters

## **Section 5. HOW TO SUBMIT A PROPOSAL**

Proposals may be submitted to the Agency electronically, by hard copy, or fax.

Proposals need to be complete and delivered to the Agency on time – 12:00 p.m., Noon, Pacific Time on July 9, 2021.

Once the Agency receives a proposal, it is considered final. If the bidder needs to resubmit or edit a proposal, the revised proposal still needs to be complete and resubmitted before the deadline. To be fair to all bidders, the Agency cannot accept any late proposals.

Do not send samples of work unless requested by the Agency.

**5.1 Submit a Proposal Electronically.** To submit a proposal electronically, send as an attachment to an e-mail message to Customer Services Specialist at [RFP@pscleanair.gov](mailto:RFP@pscleanair.gov). Proposals need to be received by the Agency by 12 p.m., Noon, Pacific Time on July 9, 2021.

Attachments to an e-mail message must be in Microsoft Word format, Microsoft Excel or Adobe PDF. Do not send zipped files as they may not open properly. The Agency does not assume responsibility for any problems in e-mail transmissions.

Bidders must include the title of the project and the name of the project manager in the subject line of the e-mail. Bidders submitting proposals by e-mail must include with their proposal, signed and scanned copies of Appendix 1 (Request Response Form-Title Page), Appendix 2 (Certification of Assurances), and Appendix 3 (Certification of Debarment).

**5.2 Submit a Proposal by Hard Copy.** Hard copy proposals must use the following format:

- Submitted on white paper, printed double-sided, and stapled (not bound). Recycled paper is encouraged.
- No longer than twenty (20) 8½ x 11 double-sided sheets of paper.

Submit one complete copy in a sealed envelope that includes the name and address of the bidder in the upper, left-hand corner. The complete set of materials should include original signatures. The Agency address must contain the name of the project, the project manager, and the term **CONFIDENTIAL**.

Proposals need to be received by 12:00 noon Pacific Time on July 10, 2021, and must be delivered to:



**Receptionist  
Puget Sound Clean Air Agency  
1904 Third Avenue, Suite 105  
Seattle, WA 98101**

Bidders should allow normal delivery time to ensure their proposal arrives on time. The Agency assumes no responsibility for delays caused by any delivery service, including the U. S. Postal Service.

**5.3 Revisions to the Request.** The Agency reserves the right to revise, cancel, or reissue the Request in whole or in part, prior to the execution of a contract.

If a bidder downloaded this Request from the Agency website located at: <http://www.pscleanair.gov/302/Open-Requests-for-Proposals-RFPRFQ>, the bidder is responsible for sending the bidder's name, e-mail address, and telephone number to the Project Manager in order for the bidder's business/organization to receive any Request Addenda.

In the event it becomes necessary to revise any part of this Request, the Agency will notify by e-mail all potential bidders that have notified the Project Manager of their interest in submitting a proposal of any changes made. Revisions will also be posted on our website: <http://www.pscleanair.gov/302/Open-Requests-for-Proposals-RFPRFQ>.

**5.4 Q&A Related to Request Posting.** Questions from bidders and the Agency's responses will be posted for anyone else to view on the webpage noted above.

**5.5 Proposals Become Property of the Agency.** Once submitted, all proposals become the property of the Agency, and are subject to disclosure under the state public disclosure laws. Any information in a proposal that a bidder desires to claim as proprietary and exempt from disclosure under RCW 42.56 or 70.94.205 must be: clearly labeled and the particular exemption being relied upon must be cited. Each page containing the information claimed to be exempt from disclosure must be clearly identified by the words "Proprietary Information" printed on the lower right hand corner of the page and the specific information claimed to be exempt must be highlighted or circled on each page. Marking the entire proposal exempt from disclosure or as proprietary information will not be honored. The Agency will consider a bidder's request for exemption from disclosure to the extent permitted by law.

## Section 6. EVALUATION AND SELECTION

**6.1 Proposal Evaluation Criteria.** The Agency will evaluate all proposals and award points (100 points maximum) based on the criteria below. See Section 3 for a more detailed explanation of the project and Section 4 for expected proposal contents.

<b>Proposal Evaluation + Scoring</b>	
<b>Background &amp; Qualifications</b> <ul style="list-style-type: none"> <li>• Bidder's expertise and skills for project tasks (10 pts)</li> <li>• Relevant project or work experience (10 pts)</li> <li>• Qualifications of the bidder to support environmental justice or equity goals (5 pts)</li> <li>• Qualifications of project personnel (5 pts)</li> </ul>	<b>30 points</b>
<b>Work Plan/Project Approach</b> <ul style="list-style-type: none"> <li>• How the proposal meets project objectives (10 pts)</li> <li>• How equity goals are considered in the project approach (10 pts)</li> <li>• Timeline and approach of project tasks (10 pts)</li> <li>• Quality of deliverables or project outcomes (5 pts)</li> <li>• Organization and clarity of the proposal (5 pts)</li> </ul>	<b>40 points</b>
<b>Project Costs</b> <ul style="list-style-type: none"> <li>• Cost of project and specific tasks (25 pts)</li> <li>• Hourly rates of personnel (5 pts)</li> </ul>	<b>30 points</b>
<b>Total</b>	<b>100 points</b>

The Agency reserves the right to select a bidder based solely on the submitted proposal, without further discussion. All submitted proposals are considered final. Therefore, bidders should only submit their strongest proposal.

**6.2 Selection of Successful Bidder(s).** The successful bidder(s) will be selected based on the above criteria. Selection is expected to be made no later than July 27, 2021

**Section 7. CONTRACT TERM**

The contract is expected to start on August 8, 2021 and continue through June 30, 2022. Any amendments extending the project timeline or scope will be decided solely by the Agency.

**Section 8. CONTRACT PREPARATION**

A selected bidder will enter into a contract with the Agency as a condition of receiving funds. Contract preparation will begin as soon as a bidder is selected and all bidders are notified of the Agency's decision. Before beginning contract discussions with the Project Manager, the successful bidder should become familiar with the Agency's standard contract language. This contract template is included in the Request as Appendix 4 and Appendix 5, and will be used by the Agency for any contract resulting from this Request.

**Section 9. GENERAL INFORMATION FOR ALL BIDDERS**

**9.1 Appendices.** The attachments to the Request, identified as Appendices 1, 2, 3, 4, and 5 are an integral part of the Request and set forth policy and compliance requirements.

**9.2 Rejection of Proposals.** The Agency reserves the right to reject any and all proposals received without penalty and to not issue a contract as a result of this Request.

The Agency will reject a proposal for any one of the following reasons:

- A proposal does not include all the information listed in Section 4 of this Request, Contents of Proposals.
- A proposal is received any time after this Request's deadline.
- A proposal is not signed by the bidder or any submitted signature is illegible.
- A proposal does not contain signed Appendices 1, 2, and 3.

**9.3 Discrepancies.** If discrepancies between sections or other errors are found in a proposal, the Agency may reject the proposal. However, the Agency may correct any mathematical errors at its discretion. Bidders are responsible for all errors or omissions in their proposals and any errors will not diminish a bidder's obligations to the Agency.

**9.4 Clarifications.** The Agency reserves the right to obtain clarification of any information in a bidder's proposal or to obtain additional information necessary to properly evaluate a proposal.

**9.5 Agency Not Obligated by This Request.** The Agency is not obligated to contract or fund the scope of work outlined in this Request. Funds shall only be approved or expended by the Agency subsequent to execution of a contract between the Agency and a successful bidder.

The Agency will not be liable for any costs incurred by any bidder in preparation of a proposal submitted in response to this Request, in conduct of a presentation, or any other activities related to responding to this Request. No reimbursement of time, material or travel expenses will be made by the Agency, regardless of the results of the selection process.

Bidders should be prepared that contract negotiations may incorporate some or all of this Request or a bidder's proposal. Submitted proposals will become part of the Agency's records as related to this Request. For more information on public disclosure, see section 5.5.

## **Section 10. PROTEST PROCEDURE**

**10.1 Who May Protest.** Any bidder who submits a proposal in response to this Request may protest the Agency's selection of a successful bidder. Protests must be submitted in writing to the Agency within seven (7) calendar days of receiving written notification from the Agency of the selection of the successful bidder. (A protest is considered submitted to the Agency on the date the Agency actually receives the protest, not the date the protest is mailed.)

**10.2 Protest Procedures Must Be Followed.** Bidders protesting the Agency's selection of a successful bidder must follow the procedures in this section. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available under this Request.

**10.3 Protest Procedures.** All protests must be in writing and signed by the protesting party or an authorized agent of the protesting party. Protests must include the name and address of the protesting party, a detailed description of the specific reasons for the protest and all supporting documentation for the stated reasons, and the specific relief requested by the protesting party. Protests must be addressed to the Agency Project Manager. Protests may be submitted by e-mail or hard copy.

The only protests the Agency will consider must be based upon one or more of the following:

- A matter of bias, discrimination or conflict of interest by the evaluator, or
- Errors in calculating evaluation scores, or
- Noncompliance with procedures described in the Request.

Protests will be rejected as without merit if they address issues such as an evaluator's judgment on the quality of a proposal, or the Agency's assessment of its own needs or the needs or requirements of other agencies.

**10.4 Protest Review.** The Agency will review a protest once it is received by the Agency. The Agency Executive Director or designee who was not involved in evaluating the Request's bids will consider all available information and issue a written decision. Decisions are usually issued within ten business days of receipt of the protest.

If a protest may affect the interest of other bidders that submitted proposals, the Agency will provide such bidders an opportunity to submit their views and any relevant information on the protest to the Agency. All relevant information will be considered during the protest review.

**Agency Determinations.** After reviewing a protest, the Agency will make one of the following determinations:

- The protest lacks merit and uphold the original action, or
- There were technical or harmless errors in the Request process, but the Agency is in substantial compliance, and the protest is rejected, or
- The protest has merit and the Agency will take appropriate action, which may include:
  - Correct the errors and reevaluate all proposals, or
  - Reissue the Request and begin a new process, or
  - Other courses of action as appropriate.

If the Agency determines the protest is without merit or rejects the protest, the Agency may proceed with contracting with the originally successful bidder. If the Agency determines the protest has merit, the Agency will take one of the alternatives described above.



**PUGET SOUND  
Clean Air Agency**

**RFP APPENDIX 1**

**RESPONSE FORM – TITLE PAGE**

The individual who signs this agrees to provide the services and items at the price stated, subject to the conditions and requirements of this proposal. The proposal must be signed by someone with the authority to legally bind the bidder.

This proposal will remain in effect for \_\_\_\_\_ days (*minimum 120*) from date submitted.

Upon award, the prices will remain in effect for \_\_\_\_\_ months (*minimum 12*) from the date of the contract.

**Bidder Identification and Authorized Signature:**

Firm Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Please state below who the Puget Sound Clean Air Agency should contact if we have questions regarding this proposal:

Title: \_\_\_\_\_  
Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
E-Mail: \_\_\_\_\_



**RFP APPENDIX 2**  
**CERTIFICATIONS AND ASSURANCES**

The following certifications and assurances are a required element of a proposal and required for an award or continuation of a contract. The bidder who signs below certifies that all statements are true.

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consulting, communicating, or agreeing 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 a minimum of 120 days following receipt. The agency may accept the proposal without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 120 day period.
4. In preparing this proposal, I/we have not been assisted by any current or former employee of the agency whose duties related (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. Any exceptions to this assurance is described in full on a separate page and attached to this document.
5. I/we understand that the agency will not reimburse me/us for any costs incurred in preparing this proposal. All proposals become the property of the agency and I/the company claim no proprietary right to the ideas, writings, items, or samples, unless so stated in the proposal.
6. Unless otherwise required by law, the prices and/or costs data which I/we submitted have not been knowingly disclosed and will not knowingly be disclosed prior to opening, directly or indirectly to any other bidder or to any competitor.
7. I/we agree that submitting the attached proposal constitutes acceptance of the agency's solicitation contents and the attached sample contract and general terms and conditions. If I/we have any exceptions to these terms, they are described in detail on a page attached to this document.
8. I/we have not induced any other person or firm to submit, or not submit a proposal for the purpose of restricting competition.

If submitted electronically, signer agrees:

On behalf of the firm submitting this proposal, my name below attests to the accuracy of the above statements:

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Printed Name of Bidder

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



### RFP APPENDIX 3

#### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

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Print Name & Title of Authorized Representative

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Signature of Authorized Representative

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Date

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☐ I am unable to certify to the above statements. My explanation is attached.





## RFP APPENDIX 4

### Standard Portion of Puget Sound Clean Air Agency Contract

7. **Changes.** The Agency may, from time to time, require changes to this contract. Only the Agency's Project Manager shall have the authority to negotiate changes on behalf of the Agency. The parties shall mutually agree to all changes by written amendment to the contract.

8. **Termination.** The Agency may terminate this contract at any time with or without cause by giving a thirty day (30) written notice to the Contractor of such termination and by specifying the effective date of the termination. Upon termination of this contract, the Agency, in addition to any other rights provided in this contract, may require the Contractor to deliver to the Agency any property specifically produced or acquired for the performance of such part of this contract as has been terminated.

The Agency shall pay to the Contractor the amount agreed upon by the Contractor and the Agency for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, and (iii) other property or services which are accepted by the Agency, unless the termination is for default, in which case the Agency shall determine the extent of the liability of the Agency. The Agency may withhold from any amounts due the Contractor such sums as the Agency determines to be necessary to protect the Agency against potential loss or liability.

9. **Agency Access to Data and Records.** (a) The Contractor shall provide the Agency, at no additional charge, access to all data generated under this contract. "Data" includes, but is not limited to, all information that supports the findings, conclusions and recommendations of the Contractor's reports and deliverables, including computer models and the methodology for those models. (b) The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by the Agency, personnel duly authorized by the Agency, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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

11. **Funding Contingency.** In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to completion of the work in this contract, the Agency may at its sole option:

- (a) terminate this contract with 30 (thirty) days advance written notice. If this contract is terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this contract prior to the effective date of termination;
- (b) renegotiate the terms of the contract under new funding limitations and conditions;
- (c) suspend work performed under this contract for a temporary period upon written notification of the suspension and the suspension period; or
- (d) after a review of the status of expenditures and deliverables, extend the end date of this contract and postpone deliverables or portions of deliverables.

The Agency may also suggest such other alternative as the parties mutually agree to in writing.

12. **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 Agency. The Agency shall be considered the author of such materials. In the event the materials are not considered “works for hire” under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in materials, including all intellectual property rights, to the Agency, effective from the moment of creation of such materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, communications, 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.

For materials that are delivered under the contract, but that incorporate pre-existing materials not produced under the contract, the Contractor hereby grants to the Agency a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights, and rights of publicity, necessary to grant such a license to the Agency.

The Contractor shall exert all reasonable effort to advise the Agency, 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 Agency 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 Agency shall have the right to modify or remove any restrictive markings placed upon the data by the Contractor.

13. **Contractor Not An Employee of the Agency.** The Contractor and the Agency intend that an independent contractor relationship will be created under this contract. The Contractor and its employees or agents are not employees of the Agency and shall not be entitled to compensation or benefits of any kind other than as specifically provided herein. The Contractor will not hold itself out as nor claim to be an officer or an employee of the Agency or of the State of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to an employee under the law. Conduct and control of the work will be solely with the Contractor.

14. **Indemnification.** The Contractor shall release, indemnify, defend and hold harmless the Agency, its Board of Directors, officers, employees and agents from and against any and all liability, loss, damage, expense, actions, or claims, including costs and attorney's fees which the Agency, its Board of Directors, officers, employees and agents may hereafter sustain, incur, or be required to pay asserting or

arising directly or indirectly due to any act or omission of the Contractor, its agents, employees or subcontractors, in the execution, performance or failure to adequately perform the Contractor's obligations pursuant to this contract; provided, however, this paragraph does not purport to indemnify the Agency against liability for damages arising out of bodily injuries to persons or damages caused by or resulting from the sole negligence of the Agency, its Board of Directors, its officers, employees and agents in the execution, performance or failure to adequately perform its obligations pursuant to this contract.

15. **Subcontracting.** The Contractor shall not enter into subcontracts for any of the services or work contemplated under this contract without obtaining prior written approval of the Project Manager. In no event shall the existence of any subcontract operate to release or reduce the liability of the Contractor to the Agency for any breach in the performance of the Contractor's duties.

16. **Assignment.** The work provided under this contract, and any claim arising thereunder, is not assignable or delegable by either party, in whole or in part, without the express prior written consent of the other party.

17. **Payroll and Taxes.** The Contractor assumes full and sole responsibility for the payment of all wages, unemployment contributions, payroll taxes, use, sales, income or other form of taxes, fees and licenses.

18. **Licensing, Accreditation, and Registration.** The Contractor shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements/standards, necessary for the performance of this contract.

19. **Industrial Insurance Coverage.** The Contractor shall provide or purchase industrial insurance coverage prior to performing work under this contract and shall maintain full compliance with Chapter 51.12 RCW during the term of this contract. If a Contractor is exempt from the requirements of Chapter 51.12 RCW, he/she must carry appropriate liability insurance equivalent to the coverage provided under that chapter. The Agency will not be responsible for the payment of industrial or liability insurance premiums or for any other claim or benefit for this Contractor, or any subcontractor or employee of the Contractor, which might arise under the industrial insurance laws during the performance of duties and services under this contract. If the Department of Labor and Industries, upon audit, determines that industrial insurance payments are due and owing as a result of work performed under this contract, those payments shall be made by the Contractor; the Contractor shall indemnify the Agency and guarantee payment of such amounts.

20. **Other Insurance.**

21. **Waiver.** A failure by either party to exercise its rights under this contract shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this contract. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this contract unless stated to be such in writing and signed by personnel authorized to bind each of the parties.

22. **Governing Law.** This contract shall be governed by the laws of the state of Washington. The Contractor, by execution of the contract, acknowledges the jurisdiction of the courts of the state of Washington in this matter. The venue of any action brought under this contract shall be the superior Court of King County, Washington.

23. **Certification regarding Debarment.** The Contractor, by signature to this contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The Contractor also agrees to include the above requirements regarding debarment in all subcontracts into which it enters. The Contractor shall immediately notify the Agency if, during the term of this contract, the Contractor becomes debarred. If Contractor becomes debarred during the term of this contract, the Agency may, at its sole option, immediately terminate this contract by providing written notice to the Contractor.

24. **Nondiscrimination.** During the performance of this contract, the Contractor shall comply with all federal and state nondiscrimination laws, regulations and policies. In the event of the Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the Agency. The Contractor shall, however, be given a reasonable time in which to remedy this noncompliance.

25. **Title VI.** During the performance of this contract, the Contractor, for itself, its assignees and successors in interest agrees as follows:

1. Compliance with Regulations

The Contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination

The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the Contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports

The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Agency, the Washington State Department of Transportation (WSDOT) or the United States Department of Transportation (USDOT) as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance

In the event of the Contractor's non-compliance with the non-discrimination provisions of this contract, the Agency shall impose such sanctions as it or the USDOT may determine to be appropriate, including, but not limited to: (a) withholding of payments to the Contractor under the contract until the Contractor complies, and/or (b) cancelling, terminating, or suspending of the contract, in whole or in part.

6. Incorporation of Provisions

The Contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any sub-contractor or procurement as the Agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request WSDOT enter into such litigation to protect the interests of the state and, in addition, the Contractor may request the USDOT enter into such litigation to protect the interests of the United States.

26. **Utilization of Minority and Women-Owned Business Enterprises (MWBE).** To the extent practicable, when performing the services agreed to under this contract, the Contractor should utilize MWBEs certified by the Office of Minority and Women's Business Enterprises under the State of Washington certification program.

27. **Third Party Beneficiary.** The State of Washington is named as an express third party beneficiary of this contract with full rights as such.

28. **Attorneys' Fees.** In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorneys' fees and costs.

29. **Severability.** The provisions of this contract are severable. If any provision is illegal or invalid for any reason whatsoever, that illegality or invalidity shall not affect the validity of the rest of the contract.

30. **Content and Understanding.** This contract contains a complete and integrated understanding and contract between the parties. No other statements or representations, written or oral, shall be deemed a part hereof.



**RFP APPENDIX 5**  
**TITLE VI OF THE CIVIL RIGHTS ACT &**  
**DISADVANTAGED BUSINESS ENTERPRISE (DBE) QUESTIONNAIRE**

The Puget Sound Clean Air Agency (Agency) is committed to ensuring that no person is excluded from participation in or denied the benefits of its services on the basis of race, color, national origin or sex, as provided by the Title VI of the Civil Rights Act of 1964. Any person who believes they—or with a specific class of persons—were subjected to discrimination on the basis of race, color, national origin, or sex in Agency programs and activities may file a Title VI complaint. Contract No. \_\_\_\_\_ is subject to Title VI and its implementing regulations. As such, please complete this questionnaire and return to the Agency with all requested records prior to the end of the contract term.

Contact Name		Phone Number	
Business Name <i>(if applicable)</i>		Contact Email	
Street Address			
City		State	Zip Code

1. Contract No. \_\_\_\_\_, section \_\_\_\_\_ requires that with regards to the work done pursuant to the contract, you will not discriminate on the grounds of race, color, sex or national origin in the selection or retention of sub-contractors, including procurement of materials and leases of equipment. In the past year, have you received any complaints alleging discrimination on the grounds of race, color, sex or national origin? If yes, provide copies of all complaints to the Agency. If you have received any complaints, please tell the Agency in writing what you have done to address each complaint.

2. Pursuant to Title VI of the Civil Rights Act, the Agency is required to collect demographic (race, color, sex, national origin) statistics regarding participation in programs or activities receiving federal assistance. Please provide the above demographic data regarding the owner(s) of \_\_\_\_\_ *[name of contractee]*. Providing this information to the Agency is voluntary and disclosure is not required to participate in Agency programs and activities.

3. Please identify the person(s) or employee(s) dedicated to ensuring compliance with anti-discrimination laws and regulations on behalf of your organization. Providing this information to the Agency is voluntary and disclosure is not required to participate in Agency programs and activities.

4. The Agency encourages participation by entities certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) in all of its contracts, which is a subset of Disadvantaged Business Enterprises (DBE). 1) Please describe the activities undertaken to meet OMWBE requirements for or pursuant to Contract No. \_\_\_\_\_, including which, if any, MWBEs have been awarded work under this Contract. 2) Additionally, include what outreach and notification of contracting opportunities was conducted to MWBEs under Contract No. \_\_\_\_\_. Please provide documents regarding these activities to the Agency.