

**STATE OF WASHINGTON
RECREATION AND CONSERVATION OFFICE
OLYMPIA, WASHINGTON**

**REQUEST FOR QUALIFICATIONS AND QUOTATIONS (RFQQ)
RFQQ NO. 2102**

If you download this RFQQ from the Recreation and Conservation Office (RCO) web site located at <https://rco.wa.gov/about-us/employment-and-contracts/> you are responsible for sending your name, address, e-mail address and telephone number to the RFQQ Coordinator in order for your organization to receive any RFQQ amendments or bidder questions/RCO answers.

PROJECT TITLE: Meeting Facilitation for Fish Passage Barrier Removal Board

PROPOSAL DUE DATE: April 23, 2021 – 4:00 pm, Local Time, Olympia WA
Only e-mailed bids will be accepted.

EXPECTED TIME PERIOD FOR CONTRACT: June 1, 2021 – June 30, 2023

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

CONTENTS OF THE REQUEST FOR PROPOSALS:

1. Introduction
2. General Information for Consultants
3. Proposal Contents
4. Evaluation and Award
5. Exhibits
 - A. Certification and Assurances
 - B. Workers' Rights Certification
 - C. Sample Personal Service Contract with General Terms and Conditions

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1. INTRODUCTION

1.1 BACKGROUND AND PURPOSE

The Recreation and Conservation Office (RCO) and the Washington Department of Fish and Wildlife (WDFW) are partnering together in an effort to remove fish passage barriers statewide. Part of this effort involves board facilitation.

The RCO is seeking statements of Qualifications and Quotations (RFQQs) from firms and individuals qualified and interested in providing meeting facilitation services for the Fish Passage Barrier Removal Board (FBRB).

The 2014 Washington State Legislature passed 2SHB 2251, an act related to the removal of fish passage barriers. As part of the implementation of the bill, WDFW is charged with chairing a fish barrier removal board. The FBRB has developed a statewide strategy that will expedite the removal of human-made anadromous fish passage barriers in the most efficient manner possible. The board focuses its efforts on implementing a prioritized approach to barrier removals on state and local roads, and on barriers owned by private parties. The board is made up of nine participants from state agencies, local governments and Tribes. They have been meeting since June of 2014.

The RCO will be responsible for administering the funding and individual contracts for the apparently successful bidder. WDFW staff will work directly with the successful bidder to carrying out assigned duties.

1.2 SCOPE OF WORK

RCO and WDFW are interested in meeting facilitation services to guide the FBRB through further development and implementation of a statewide strategy for barrier removal. The CONTRACTOR will perform the following tasks:

1. Prior to meeting facilitation, interview WDFW's board chair to discuss and understand the board's goals and desired outcomes.
2. Facilitate discussions to help the board make key decisions, including but not limited to:
 - a. Implementation of a statewide strategy for correcting barriers
 - b. Methodologies to coordinate barrier removal efforts between state, local, private, and tribal entities
 - c. Implementation of projects funded in the 2017-2019 Biennium and the development of a project list to be funded in the 2019-2021 Biennium
3. Attend 20-24 $\frac{3}{4}$ -day meetings over the course of 24 months. The majority of meetings will be held in Olympia with potentially 2 meetings in Eastern Washington. Currently all meetings are held via Microsoft Teams with the intent to moving to in-person meetings once state-agencies permit such meetings.
4. Represent the FBRB at conferences that the FBRB directs the CONTRACTOR to attend.
5. Take summary notes that will include key decision points and capture the discussion around those key topics.

6. Assist with reports and work plans on an as needed basis.
7. Facilitate discussions to help the board implement the FBRB Communications Plan and Strategy, including but not limited to:
 - a. Continue to develop a compelling story that communicates the value and urgency of fish passage barrier removal
 - b. Support WDFW to make capacity requests of the State Legislature
 - c. Continue to train key messengers and equip them with tools and an outreach strategy to continue to tell the story of fish passage
 - d. Update the FBRB website, online presence, and materials

Deliverables:

1. Effectively facilitate meetings so board members reach agreement on key decisions in order to move forward in a timely manner.
2. Prepare draft meeting notes capturing key decisions as well as the discussion surrounding those key decisions. Distribute meeting notes to board members for comment within one week of the meeting date. Incorporate comments from board members and finalize meeting notes. Submit final meeting notes to WDFW in electronic format for approval at the following board meeting.
3. Effectively facilitate communications and strategy subcommittee meetings so that board members reach agreement on key decisions in order to move forward in a timely manner.
4. Prepare draft communications subcommittee meeting notes capturing key decisions as well as the discussion surrounding those key decisions. Distribute meeting notes to subcommittee members for comment within one week of the meeting date. Incorporate comments from subcommittee members and finalize meeting notes. Submit final meeting notes to WDFW in electronic format.

Breakdown:

1. Time allotted for 22 in-town board meetings: 330 hours
 - a. Prep time: 4 hours/meeting
 - b. Actual meeting time: 6 hours/meeting
 - c. Follow-up including meeting notes: 5 hours
2. Time allotted for 2 out-of-town meetings: 44 hours
 - a. Prep time: 4 hours/meeting
 - b. Actual meeting time: 5 hours/meeting
 - c. Travel time: 8 hours/meeting
 - d. Follow-up including meeting notes: 5 hours
3. Time allotted for 24 in-town communications and strategy subcommittee meetings: 72 hours
 - a. Prep time: 1 hour/meeting
 - b. Actual meeting time: 1 hour/meeting
 - c. Follow-up including meeting notes: 1 hour/meeting

4. Travel costs for out of town board meetings or conference attendance: Up to \$1,400
 - a. Assumes 4-5 nights in a hotel, travel by either POV or plane depending on distance, state per diem rates for meals

See WDFW's website for more information about board activities

<http://wdfw.wa.gov/about/advisory/fbrb/>

1.3 MINIMUM QUALIFICATIONS

Minimum qualifications include:

- Licensed to do business in the State of Washington or provide a commitment that it will become licensed in Washington within 30 calendar days of being selected as the Apparently Successful Contractor.
- At least 5 years' experience facilitating contentious and complex issues and facilitating executive committees.
- A solid understanding of natural resources and environmental issues (including Washington State's salmon recovery strategy, the culvert case injunction, the state's salmon recovery network, water resources, water quality, and land use).
- Experience working with tribal nations, state and local governments
- Experience working with multimillion-dollar grant programs

Bidders who do not meet these minimum qualifications will be rejected as non-responsive and will not receive further consideration. Any proposal that is rejected as non-responsive will not be evaluated and no score will be assigned.

1.4 FUNDING AND COMPENSATION

The AGENCY has budgeted an amount not to exceed **\$68,500** for this project. Proposals in excess of \$68,500 will be considered non-responsive and will not be evaluated. The CONSULTANT shall be compensated for professional services on an hourly basis per the rate schedule provided in the proposal. The funding available includes travel costs and will be reimbursed at the current government rates in effect at the time of travel.

The cost of printing, postage, copies, room rental, and refreshments will be covered separately by WDFW.

Any contract awarded as a result of this procurement is contingent upon the availability of funding. In the event additional funding becomes available, any contract awarded may be negotiated to provide additional related services.

A final budget will be established during contract negotiation.

1.5 PERIOD OF PERFORMANCE

The period of performance resulting from this RFQQ will begin on or about **June 1, 2021** and to end on **June 30, 2023**. The AGENCY reserves the option at its sole discretion to extend the contract for two additional two-year periods.

1.6 DEFINITIONS

Definitions for the purposes of this RFQQ include:

AGENCY – The Recreation and Conservation Office (RCO) is the AGENCY of the State of Washington that is issuing this RFQQ.

CONSULTANT – Individual submitting a proposal in order to attain a contract with the AGENCY.

CONTRACTOR – Individual whose proposal has been accepted by the AGENCY and is awarded a fully executed, written contract.

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

Request for Qualifications and Quotations (RFQQ) – Formal procurement document in which AGENCY needs are identified and firms are invited to provide their qualifications to deliver such services and their hourly rates.

WDFW – The Department of Fish and Wildlife – is a partner agency of the state of Washington that is leading the Fish Passage Barrier Removal Board through development and implementation of a statewide strategy for barrier removal.

1.7 AMERICANS WITH DISABILITIES ACT

The AGENCY complies with the Americans with Disabilities Act (ADA). Prospective CONSULTANTS may contact the RFQQ Coordinator to receive this Request for Qualifications and Quotations in an alternative format.

2. GENERAL INFORMATION FOR CONSULTANTS

2.1 RFQQ COORDINATOR

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

Name	Julia Marshburn, Contract Specialist
E-mail	julia.marshburn@rco.wa.gov

Any other communication will be considered unofficial and non-binding on the AGENCY. CONSULTANTS are to rely on written statements issued by the RFQQ Coordinator. Communication directed to parties other than the RFQQ Coordinator may result in disqualification of the CONSULTANT.

2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Qualifications and Quotations	April 1, 2021
Question and Answer Period	April 12-15, 2021
Issue addendum to RFQQ (if applicable)	April 19, 2021

Deadline for receiving complaints	April 19, 2021 4:00 p.m.
Proposals due	April 23, 2021 4:00 p.m.
Evaluate proposals	April 29, 2021
Announce “Apparent Successful Contractor” and send notification via fax or e-mail to unsuccessful proposers	April 30, 2021
Hold debriefing conferences (if requested)	May 3-7, 2021
Negotiate contract	April 30 – May 7, 2021
Begin contract work	June 1, 2021

The AGENCY reserves the right to revise the above schedule.

2.4 COMPLAINT PROCEDURE

The complaint process is available to CONSULTANTS interested in this solicitation. The complaint process allows CONSULTANTS to focus on the solicitation requirements and evaluation process and raise issues with these processes early enough in the process to allow the AGENCY to correct a problem before proposals are submitted and time expended on evaluations.

A CONSULTANT may submit a complaint based on any of the following:

- The solicitation unnecessarily restricts competition;
- The solicitation evaluation or score process is unfair or flawed; or
- The solicitation requirements are inadequate or insufficient to prepare a response.

CONSULTANTS may submit complaints up to five business days prior to the proposal due date noted in the Estimated Schedule of Procurement Activities. However, CONSULTANTS are encouraged to submit complaints as soon as possible so the AGENCY can rectify the issue(s) early in the process. Complaints must be submitted to the RFQQ Coordinator. In order to be considered a valid complaint, the complaint must meet the following requirements:

- Must be in writing.
- Must be sent to the procurement coordinator, or designee, in a timely manner.
- Should clearly articulate the basis for the complaint.
- Should include a proposed remedy.

Complaints not received by the deadline noted in the Estimated Schedule of Procurement Activities will not be reviewed by the AGENCY.

The AGENCY Contracts Administrator or an employee delegated by the Contracts Administrator will review valid complaints and respond to the submitter in writing. The response, and any changes to the solicitation, will be posted to WEBS prior to the proposal due date. Any complaint addressed during the complaint process cannot be raised during the protest process.

2.5 SUBMISSION OF PROPOSALS

E-Mail Submittal Only

CONSULTANTS are required to submit an electronic copy in PDF format of their proposal to Julia Marshburn, at julia.marshburn@rco.wa.gov. The proposal must be attached to an email and arrive at the AGENCY no later than **4:00 p.m. PST on Friday, April 23, 2021.**

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

Proposals may NOT be transmitted in hard copy or by using fax transmission.

2.6 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

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

All proposals received shall remain confidential until the contract(s), if any, resulting from this RFQQ is signed by the Director of the AGENCY and the apparent successful Contractor; thereafter, the proposals shall be deemed public records as defined in RCW 42.56, "Public Records."

Any information in the proposal that the CONSULTANT desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.56.270 must be clearly designated. The page must be identified and the particular exception from disclosure upon which the CONSULTANT 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.

The AGENCY will consider a CONSULTANT's request for exemption from disclosure; however, the AGENCY will decide predicated upon Chapter 42.56 RCW and Chapter 143-06 of the Washington Administrative Code. Marking the entire proposal exempt from disclosure will not be honored. The CONSULTANT 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 42.56.120. No fee shall be charged for inspection of contract files, but 24 hours' notice to the RFQQ Coordinator is required. All requests for information should be directed to the RFQQ Coordinator.

2.7 REVISIONS TO THE RFQQ

In the event it becomes necessary to revise any part of this RFQQ, addenda will be provided via e-mail to all individuals who made the RFQQ Coordinator aware of their

interest. Addenda will also be published on Washington's Electronic Business Solution (WEBS) for all who downloaded the RFQQ from that site.

If you downloaded this RFQQ from the AGENCY Website located at <https://rco.wa.gov/about-us/employment-and-contracts/>, you are responsible for sending your name, e-mail address, and telephone number to the RFQQ Coordinator in order for your organization to receive any RFQQ addenda.

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

2.8 MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

In accordance with the legislative findings and policies set forth in chapter 39.19 RCW, the state of Washington encourages participation in all of its contracts by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation or on a subcontractor basis. 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.

The established annual procurement participation goals for MBE is 10% and for WBE, 4%, for this type of project. These goals are voluntary. Bidders may contact OMWBE at omwbe.wa.gov or by phone at (360) 664-9750 to obtain information on certified firms.

2.9 ACCEPTANCE PERIOD

Proposals must provide 60 days for acceptance by the AGENCY from the due date for receipt of proposals.

2.10 RESPONSIVENESS

All proposals will be reviewed by the RFQQ Coordinator to determine compliance with administrative requirements and instructions specified in this RFQQ. The CONSULTANT is specifically notified that failure to comply with any part of the RFQQ may result in rejection of the proposal as non-responsive.

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

2.11 MOST FAVORABLE TERMS

The AGENCY reserves the right to make its award(s) without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms, which the CONSULTANT can propose. The AGENCY does reserve the right to contact a CONSULTANT for clarification of its proposal.

The CONSULTANT should be prepared to accept this RFQQ for incorporation into a contract resulting from this RFQQ. Contract negotiations may incorporate some or the CONSULTANT'S entire proposal. It is understood that the proposal will become a part of the official procurement file on this matter without obligation to the AGENCY.

2.12 CONTRACT AND GENERAL TERMS & CONDITIONS

Any apparent successful contractor will be expected to enter into a contract, which is substantially the same as the contract and general terms and conditions described in **Exhibit C**. In no event is a CONSULTANT to submit its own standard contract terms and conditions in response to this solicitation. The CONSULTANT may submit exceptions as allowed in the Certifications and Assurances section, **Exhibit A** to this solicitation. The AGENCY will review requested exceptions and accept or reject the same at its sole discretion.

2.13 COSTS TO PROPOSE

The AGENCY will not be liable for any costs incurred by the CONSULTANT in preparation of a proposal submitted in response to this RFQQ, in conduct of a presentation, or any other activities related to responding to this RFQQ.

2.14 NO OBLIGATION TO CONTRACT

This RFQQ does not obligate the State of Washington or the AGENCY to contract for services specified herein.

2.15 REJECTION OF PROPOSALS

The AGENCY reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this RFQQ.

2.16 COMMITMENT OF FUNDS

The Director of the AGENCY or her delegate is the only individual who may legally commit the AGENCY to the expenditures of funds for a contract resulting from this RFQQ. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

2.17 INSURANCE COVERAGE

The CONTRACTOR shall provide insurance coverage as set out in this section. The intent of the 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 the CONTRACTOR or subcontractor, or agents of either, while performing under the terms of this Contract.

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

1. Insurance Required

Prior to commencement of any activity under this Contract, the CONTRACTOR, at the CONTRACTOR's sole expense, shall obtain and maintain in full force and effect during the term of this Contract and during any other period during which the CONTRACTOR is acting pursuant to this Contract, the insurance coverages set forth herein on CONTRACTOR's operations and activities.

Failures to purchase, maintain, and provide evidence of the required insurance shall constitute material default.

- a. **Insurer.** The CONTRACTOR shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the State of Washington and having a rating of A- Class VII or better, in the most recently published edition of Best's Reports.
- b. **Evidence of Coverage.** The CONTRACTOR shall furnish to AGENCY copies of certificates and endorsements of all required insurance within thirty calendar days of this Contract's effective date, and copies of renewal certificates and endorsements of all required insurance within thirty calendar days after the renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this exhibit. Such policies also shall reference this Contract number.
- c. **Advance Notice of Revocation.** Such policies shall have a condition that they not be revoked by the insurer until thirty calendar days after notice of intended revocation thereof shall have been given to the AGENCY by the insurer.
- d. **Cancellation.** In the event of cancellation, non-renewal, revocation, or other termination of any insurance coverage required by this Contract, the CONTRACTOR shall provide written notice of such to the AGENCY within one business day of the CONTRACTOR's receipt of such notice.
- e. **Additional Insured.** With the exception of the Professional Liability, Automobile Liability, and Workers Compensation coverages, the AGENCY shall be named as an Additional Insured and the CONTRACTOR shall provide a copy of the policy endorsement(s) designating the AGENCY as an additional named insured.
- f. **Primary Insurance.** All insurance provided by the CONTRACTOR shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the AGENCY and shall include a severability of interests (cross-liability) provision.
- g. **Subcontractors.** The CONTRACTOR shall include all subcontractors as insureds under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each subcontractor. Subcontractor(s) shall comply fully with all insurance requirements stated herein. Failure of subcontractor(s) to comply with insurance requirements does not limit the CONTRACTOR's liability or responsibility.
- h. **Contractor's Liability.** By requiring insurance herein, the AGENCY does not represent that coverage and limits will be adequate to protect CONTRACTOR. Such coverage and limits shall not limit CONTRACTOR's liability under this Contract.

2. Insurance Coverage: Minimum Acceptable Insurance Policy Limits

The minimum acceptable limits shall be as stated below, with no deductible for each of the following categories:

- a. **Commercial General Liability Insurance (including Employers Liability Coverage).** Coverage form shall be equivalent to form CG00001. GL limits of liability shall be least \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Employers Liability limits shall be Bodily Injury by Accident: \$1,000,000 each accident/Bodily Injury by Disease: \$1,000,000 policy limit/Bodily Injury by Disease: \$1,000,000 each employee.
- b. **Automobile Liability Insurance.** This Insurance shall apply to all owned, non-owned, and hired vehicles. Limits of liability shall not be less than \$1,000,000 combined single limit per accident.
- c. **Property Insurance.** The CONTRACTOR shall provide evidence of “All-Risk” property insurance including coverage for Earthquake and Flood for all locations where State of Washington data is held. This coverage shall include all Computer Property. This insurance shall also include coverage for Business Interruption and Extra Expense that extends to the loss of Computer Property. Limits shall be declared and subject to review and approval by the state of Washington.
- d. **Umbrella Policy.** Providing excess limits over the primary policies in an amount not less than \$3 million.
- e. **Workers’ Compensation or Industrial Accident Insurance.** Statutory Workers Compensation insurance for all employees.
- f. **Cyber Liability Insurance.** Limits of liability shall not be less than \$5,000,000 per claim for First- and Third-Party coverage. CONTRACTORS who offer a Software-as-a-Service type solution will be required to provide Cyber Liability Insurance sufficient to cover the costs of a potential data security breach involving all SaaS customer’s data at any CONTRACTOR location or downstream CONTRACTOR location.
- g. **Professional Liability (Errors and Omissions) Insurance.** Limits of liability shall not be less than \$400,000 per claim and \$400,000 annual aggregate.
- h. **Crime Insurance.** To cover computer fraud and/or misuse of Purchaser’s data by the CONTRACTOR’s personnel or agents. Limits of liability shall not be less than \$1,000,000 per claim.

3. PROPOSAL CONTENTS

Proposals must be submitted by e-mail to the RFQQ Coordinator, at the e-mail address in Section 2.1. Proposals are due **Friday, April 23, 2021 by 4:00 p.m. PST.**

The three major sections of the proposal are to be submitted in the order noted below:

1. Letter of Submittal, including signed Certifications and Assurances (Exhibit A) and Vendor Certification of Workers’ Rights (Exhibit B)

2. Qualifications
3. Quotations

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 CONSULTANT in preparing a thorough response.

Items in this section marked “mandatory” must be included as part of the proposal for the proposal to be considered responsive; however, these items are not scored. Items marked “scored” are those that are awarded points as part of the evaluation conducted by the evaluation team.

3.1 LETTER OF SUBMITTAL (SCORED)

The Letter of Submittal and the attached forms, Certifications and Assurances form (Exhibit A) and Vendor Certification of Workers’ Rights (Exhibit B), must be signed and dated by a person authorized to legally bind the CONSULTANT to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Include these forms with the Letter of Submittal. The Vendor Certification of Workers’ Rights form is a newly required document as of September 2019 and will be scored on a basis of the answer given.

3.2 QUALIFICATIONS SECTION

The services to be provided resulting in a contract from this RFQQ are outlined in Section 1.1 Background and Purpose and Section 1.2 Scope of Work.

The Qualifications Section of the proposal must contain information that will demonstrate to the evaluation committee the CONSULTANT’S understanding of the types of services proposed, the CONSULTANT’S ability to accomplish them, and the ability to meet tight timeframes.

The Qualifications response is to be submitted in three sections as follows:

1. Business Information
2. Experience
3. Schedule.

The optional fourth section includes proof of certification for minority- or women-owned businesses participating on the project, if applicable.

3.2.1. BUSINESS INFORMATION (MANDATORY)

- A. State the name of the CONSULTANT, address, phone number, fax number, e-mail address, legal status of entity (ownership) and year entity was established as it now substantially exists.
- B. Provide the CONSULTANT’S Federal Employer Tax Identification number or Social Security number and the Washington Uniform Business Identification (UBI) number issued by the State of Washington Department of Revenue.
- C. Identify any State employees or former State employees employed by the CONSULTANT as of the date of the proposal. Include their position and responsibilities with the CONSULTANT. If following a review of this information, it is determined by the AGENCY that a conflict of interest exists; the

CONSULTANT may be disqualified from further consideration for the award of a contract.

- D. If the CONSULTANT was an employee of the State of Washington during the past 24 months, or is currently a Washington State employee, identify the individual by name, the agency previously or currently employed by, job title or position held and separation date.
- E. If the CONSULTANT has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the CONSULTANT's non-performance or poor performance and the issue of performance was either; (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default.
- F. Submit full details of the terms for default including the other party's name, address, and phone number. Present the CONSULTANT'S position on the matter.

The AGENCY will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If no such termination for default has been experienced by the CONSULTANT in the past five years, so indicate.

3.2.2. QUALIFICATIONS

A. EXPERIENCE (SCORED)

- 1. Describe services in this RFQQ that have been provided to other clients that indicate the CONSULTANT's ability to provide these services.
- 2. Describe the CONSULTANT's recent experience, as well as total number of years of experience gained, with salmon recovery, lead entities and regions, and/or the Salmon Recovery Funding Board.

B. STAFFING (SCORED)

- 1. Provide a description of the proposed project team structure and internal controls to be used during the course of the project, including any subcontractors.
- 2. Provide the name and a resume of the person who will be the lead contact for the project. Provide names and resumes for other staff, which includes information on the individual's particular skills related to this project, education, experience, significant accomplishments and any other pertinent information.
- 3. List any sub-consultants you may want to include to complete your roster of services. Describe what services each would provide. Provide the information in Section 3.2.1 (Business Information) about each.

C. REFERENCES (MANDATORY)

- 1. List names, addresses, telephone numbers, fax numbers and e-mail addresses of three business references for which work has been

- accomplished and briefly describe the type of service provided for them.
2. The CONSULTANT must grant permission to the AGENCY to contact the references and others who may have pertinent information. Do not include current AGENCY staff as references.

D. OMWBE CERTIFICATION (Optional And Not Scored)

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

3.3 QUOTATIONS SECTION

The quotations section must list all hourly rates for services anticipated under the proposed contract. The hourly rates are to represent fully weighted costs. This includes administrative costs, local travel costs, or any other applicable fees that would be charged under this contract.

CONSULTANTS are required to collect and pay Washington state sales tax, if applicable. The evaluation process is designed to award this procurement not necessarily to the CONSULTANT of least cost, but rather to the CONSULTANT whose proposal best meets the requirements of this RFQQ. CONSULTANTS are encouraged, however, to submit proposals, which are consistent with state government efforts to conserve state resources.

4. EVALUATION AND CONTRACT AWARD

4.1 EVALUATION PROCEDURE

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this solicitation and any addenda issued. The evaluation of proposals shall be accomplished by an evaluation team(s), to be designated by the AGENCY, which will determine the ranking of the proposals.

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

The RFQQ Coordinator may contact the CONSULTANT for clarification of any portion of the CONSULTANT’s proposal.

4.2 EVALUATION WEIGHTING AND SCORING

The following weighting and points will be assigned to the proposal for evaluation purposes:

Evaluation Category	Maximum Point Value
Completeness of Submittal	5
Experience with Meeting Facilitation	5

Experience with Statewide Environmental Issues	5
Prior Experience Applicable to This Project	5
Estimate of Cost	5
Overall Quality of Proposal	5
Workers' Rights Certification – 5%	1
TOTAL	31

The AGENCY reserves the right to award the contract to the CONSULTANT whose proposal is deemed to be in the best interest of the AGENCY and the state of Washington.

4.3 ORAL PRESENTATIONS MAY BE REQUIRED

The AGENCY may after evaluating the written proposals elect to schedule oral presentations of the finalists. Should oral presentations become necessary, the AGENCY will contact the top-scoring firm(s) from the written evaluation to schedule a date, time and location. Commitments made by the CONSULTANT at the oral interview, if any, will be considered binding.

4.4 NOTIFICATION TO PROPOSERS

The AGENCY will notify the Apparently Successful Contractor of their selection by phone or e-mail upon completion of the evaluation process. Individuals or firms whose proposals were not selected for further negotiation or award will be notified separately by e-mail.

4.5 DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Any CONSULTANT who has submitted a proposal and been notified that they were not selected for contract award may request a debriefing. The request for a debriefing conference must be received by the RFQQ Coordinator within three business days after the Unsuccessful Consultant Notification is e-mailed to the CONSULTANT. Debriefing requests must be received by the RFQQ Coordinator no later than 4:00 PM, local time, in Olympia, Washington on the third business day following the transmittal of the Unsuccessful Consultant Notification. The debriefing must be held within three business days of the request.

Discussion at the debriefing conference will be limited to the following:

- Evaluation and scoring of the CONSULTANT's proposal;
- Critique of the proposal based on the evaluation;
- Review of CONSULTANT's final score in comparison with other final scores without identifying the other firms.

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.

4.6 PROTEST PROCEDURE

This procedure is available to CONSULTANTS who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the CONSULTANT is allowed three business days to file a protest of the acquisition with the RFQQ Coordinator. Protests must be received by the RFQQ Coordinator no later than 4:00 PM, local time, in Olympia, Washington on the third business day following the debriefing. Protests may be submitted by e-mail, but must then be followed by the document with an original signature.

CONSULTANTS protesting this procurement shall follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to CONSULTANTS under this procurement.

All protests must be in writing, addressed to the RFQQ Coordinator, and signed by the protesting party or an authorized Agent. The protest must state the RFQQ number, 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.

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination or conflict of interest on the part of the evaluator;
- Errors in computing the score;
- Non-compliance with procedures described in the procurement document or agency policy.

Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as: 1) an evaluator's professional judgment on the quality of a proposal, or 2) the AGENCY's assessment of its own and/or other agencies needs or requirements.

Upon receipt of a protest, a protest review will be held by the AGENCY and WDFW. The AGENCY Director or an employee delegated by the Director who was not involved in the procurement will consider the record and all available facts and issue a decision within five 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 CONSULTANT, which submitted a proposal, such CONSULTANT will be given an opportunity to submit its views and any relevant information on the protest to the RFQQ Coordinator.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold the AGENCY's/WDFW's action; or
- Find only technical or harmless errors in the AGENCY's/WDFW's acquisition process and determine the AGENCY/WDFW to be in substantial compliance and reject the protest; or
- Find merit in the protest and provide the AGENCY//WDFW 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 the AGENCY determines that the protest is without merit, the AGENCY will enter into a contract with the Apparently Successful Contractor. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

5. RFQQ EXHIBITS

Exhibit A – Certifications and Assurances

Exhibit B – Workers' Rights Certification

Exhibit C – Sample RCO Contract with General Terms and Conditions

EXHIBIT A

CERTIFICATIONS AND ASSURANCES

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract:

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by the AGENCY without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 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. If there are exceptions to these assurances, I/we have described them in full detail on a separate page attached to this document.
5. I/we understand that the AGENCY will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of the AGENCY, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her 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.
9. I/we grant the AGENCY the right to contact references and other, who may have pertinent information regarding the ability of the CONSULTANT and the lead staff person to perform the services contemplated by this RFQQ.
10. If any staff member(s) who will perform work on this contract has retired from the State of Washington under the provisions of the 2008 Early Retirement Factors legislation, his/her name(s) is noted on a separately attached page.

We (circle one) **are / are not** submitting proposed Contract exceptions. (See Section 2.12, Contract and General Terms and Conditions.) If Contract exceptions are being submitted, I/we have attached them to this form.

On behalf of the CONSULTANT submitting this proposal, my name below attests to the accuracy of the above statement.

Signature

Title

Date

EXHIBIT B

**VENDOR CERTIFICATION
EXECUTIVE ORDER 18-03 – WORKERS’ RIGHTS
WASHINGTON STATE RECREATION AND CONSERVATION OFFICE**

Pursuant to the Washington State Governor’s Executive Order 18-03 (dated June 12, 2018), the Washington State Recreation and Conservation Office is seeking to purchase from or 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 Number: **RFQQ RCO 2102**

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 CONSULTANT 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.
- MANDATORY INDIVIDUAL ARBITRATION CLAUSES AND CLASS OR COLLECTIVE ACTION WAIVERS FOR EMPLOYEES.** This CONSULTANT 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.

PRINT FULL LEGAL ENTITY NAME OF FIRM

SIGNATURE OF AUTHORIZED PERSON

PRINTED NAME

TITLE

CITY AND STATE WHERE SIGNED

DATE

EXHIBIT C

**CONTRACT FOR SERVICES
BETWEEN
STATE OF WASHINGTON
RECREATION AND CONSERVATION OFFICE
AND
CONTRACTOR**

Project # : 21-XXXX

Contract Amount: \$

Project: Meeting Facilitator for FBRB

Contract Type: RFQQ 2102

Period of Performance: July 1, 2021 – June 30, 2023

Funding Source: ...

This Contract is made and entered into by and between the State of Washington, Recreation and Conservation Office, hereinafter referred to as the "AGENCY", and the below named firm, hereinafter referred to as the "CONTRACTOR,"

Contractor name

Address

Phone

Email

WA State UBI Number

PURPOSE

The purpose of this contract is to...

SCOPE OF WORK

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

1. ...
2. ...

Tasks

1. ...
2. ...

PERIOD OF PERFORMANCE

Subject to other contract provisions, the period of performance under this contract will be from **July 1, 2021** through **June 30, 2023**, with the option of an additional extension period at the AGENCY'S discretion and subject to funding.

COMPENSATION

The AGENCY shall reimburse the CONTRACTOR an amount not to exceed **\$68,500** including any applicable tax and indirect costs, for the performance of all things necessary for, or incidental to, the work as set forth in this Contract. The CONTRACTOR's compensation for services rendered shall be based on the following rates.

Hourly Billing Rates:

Individual	Hourly Rate
<i>Name, title</i>	\$
<i>Name, title</i>	\$

Expenses:

The CONTRACTOR shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by the AGENCY as reimbursable, which is included in the contract total above.

Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. The CONTRACTOR shall receive compensation for travel expenses at current state travel reimbursement rates.

BILLING PROCEDURES AND PAYMENT

The AGENCY will pay the CONTRACTOR upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the AGENCY not more often than monthly.

The invoices shall describe and document, to the AGENCY's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the contract reference number. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must be retained by the CONTRACTOR for any single expense in the amount of \$50.00 or more in order to receive reimbursement.

Invoices shall include the individual performing the work, the number of hours and the hourly rate.

Invoices must be submitted electronically using PRISM online. Information is available on the AGENCY's website located at <https://www.rco.wa.gov/grants/post-award-info/billing/>. Contact the agency at ebilling@rco.wa.gov with any questions.

Payment shall be considered timely if made by the AGENCY within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the CONTRACTOR.

The AGENCY may, in its sole discretion, terminate the contract or withhold payments claimed by the CONTRACTOR for services rendered if the CONTRACTOR fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Contract shall be made by the AGENCY.

PERFORMANCE REPORTING

The CONTRACTOR must complete Progress Reports and Final Reports using PRISM Online. A training video is available at <https://rco.wa.gov/grants/apply-for-a-grant/prism/>.

CONTRACT MANAGEMENT

The Contract Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this Contract.

Contract Manager for the CONTRACTOR:	Contract Manager for the AGENCY:
<i>Name</i> <i>Contractor's Org</i> <i>Address</i> <i>City, State & Zip</i> <i>Phone:</i> <i>Email address:</i>	<i>Name</i> <i>Contractor's Org</i> <i>Address</i> <i>City, State & Zip</i> <i>Phone:</i> <i>Email address:</i>

INSURANCE

The CONTRACTOR shall provide insurance coverage as set out in this section. The intent of the 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 the CONTRACTOR or subcontractor, or agents of either, while performing under the terms of this Contract.

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

1. Automobile Liability. In the event that services delivered pursuant to this Contract involve the use of vehicles, either owned or unowned by the CONTRACTOR, automobile liability insurance shall be required. The minimum limit for automobile liability is:

\$1,000,000 per occurrence; using a Combined Single Limit for bodily injury and property damage.

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

All policies shall be primary to any other valid and collectable insurance. The CONTRACTOR shall instruct the insurers to give the AGENCY thirty (30) calendar days advance notice of any insurance cancellation.

The CONTRACTOR may be required to submit to the AGENCY within fifteen (15) calendar days of the Contract effective date, a certificate of insurance that outlines the coverage and limits defined in the *Insurance* section. The CONTRACTOR shall submit renewal certificates as appropriate during the term of this Contract.

SUSPENSION

The obligation of the AGENCY to manage contract terms and make payments is contingent upon the state appropriating state and federal funding each biennium. In the event the state is unable to appropriate such funds by the first day of each new biennium, the AGENCY reserves the right to suspend the Contract, with ten (10) days written notice, until such time funds are appropriated. Suspension will mean all work related to the contract must cease until such time funds are obligated to the AGENCY and the AGENCY provides notice to continue work.

ASSURANCES

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

ORDER OF PRECEDENCE

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

1. Applicable Federal and State of Washington statutes and regulations
2. Special Terms and Conditions as contained in this basic contract instrument
3. Exhibit A - General Terms and Conditions
4. RFQQ 2102 and the CONTRACTOR's Proposal
5. Any other provision, term or material incorporated herein by reference or otherwise incorporated.

ENTIRE AGREEMENT

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

CONFORMANCE

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

APPROVAL

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

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

**WASHINGTON STATE RECREATION AND
CONSERVATION OFFICE**

CONTRACTOR

SIGNATURE

PRINT NAME

TITLE

DATE

SIGNATURE

PRINT NAME

TITLE

DATE

GENERAL TERMS AND CONDITIONS

DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "AGENCY" shall mean the Recreation and Conservation Office of the State of Washington, any division, section, office, unit or other entity of the AGENCY, or any of the officers or other officials lawfully representing that Agency.
- B. "AGENT" shall mean the Director, and/or the delegate authorized in writing to act on the Director's behalf.
- C. "CONTRACTOR" shall mean that firm, provider, organization, individual or other entity performing service(s) under this Contract, and shall include all employees of the CONTRACTOR.
- D. "SUBCONTRACTOR" shall mean one not in the employment of the CONTRACTOR, who is performing all or part of those services under this Contract under a separate contract with the CONTRACTOR. The terms "SUBCONTRACTOR" and "SUBCONTRACTORS" means SUBCONTRACTOR(s) in any tier.
- E. "STATE" shall mean the state of Washington. The AGENCY is included within the term STATE, as are all other agencies, departments, boards, or other entities of state government.

ACCESS TO DATA

The CONTRACTOR shall provide access to data generated under this Contract to the AGENCY, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the CONTRACTOR'S reports, including computer models and methodology for those models.

ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Contract shall be made by the AGENCY.

AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The CONTRACTOR must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

ASSIGNMENT

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

ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

The CONTRACTOR shall not use or disclose any information concerning the AGENCY, or information that may be classified as confidential, for any purpose not directly connected with the

administration of this Contract, except with prior written consent of the AGENCY, or as may be required by law.

CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONTRACTOR, terminate this Contract if it is found after due notice and examination by the AGENT 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 performance under this Contract.

In the event this Contract is terminated as provided above, the AGENCY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of the contract by the CONTRACTOR. The rights and remedies of the AGENCY 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 AGENT makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Contract.

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, 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 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 that was not produced in the performance of this Contract.

The AGENCY shall receive prompt written notice of each notice or claim of 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.

COVENANT AGAINST CONTINGENT FEES

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

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

DEBARMENT AND CERTIFICATION

By signing the Contract with the AGENCY, the CONTRACTOR certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the CONTRACTOR agrees not to enter into any arrangements or contracts related to this Contract with any party that is on the "Contractors not Allowed to Bid on Public Works Projects" list.

DISALLOWED COSTS

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

DISPUTES

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

1. The request for a dispute hearing must:
 - Be in writing;
 - State the disputed issue(s);
 - State the relative positions of the parties;
 - State the CONTRACTOR'S name, address, and Contract number; and
 - Be mailed to the AGENT and the other party's (respondent's) contract manager within three (3) working calendar days after the parties agree that they cannot resolve the dispute.
2. The respondent shall send a written answer to the requester's statement to both the AGENT and the requester within five (5) working calendar days.
3. The AGENT shall review the written statements and reply in writing to both parties within ten (10) working days. The AGENT may extend this period if necessary by notifying the parties.
4. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

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

DUPLICATE PAYMENT

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

GOVERNING LAW

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

INDEMNIFICATION

The CONTRACTOR shall defend, indemnify, and hold the STATE and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the actual or alleged acts, errors, omissions or negligence of, or the breach of any obligation under this Contract by the CONTRACTOR or the CONTRACTOR'S agents, employees, sub

consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONTRACTOR may be legally liable.

Provided that nothing herein shall require the CONTRACTOR to defend or indemnify the STATE against and hold harmless the STATE from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this Contract by the STATE, its agents, officers, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE may be legally liable.

Provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONTRACTOR or the CONTRACTOR'S agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONTRACTOR is legally liable, and (b) the STATE, its agents, officers, employees, sub consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE may be legally liable, the indemnity obligation shall be valid and enforceable only to the extent of the CONTRACTOR'S negligence or the negligence of the CONTRACTOR'S agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONTRACTOR may be legally liable.

This provision shall be included in any agreement between CONTRACTOR and any sub consultant, subcontractor and vendor, of any tier.

The CONTRACTOR shall also defend, indemnify, and hold the STATE and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONTRACTOR or the CONTRACTOR'S agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONTRACTOR may be legally liable, in performance of the Work under this Contract or arising out of any use in connection with the agreement of methods, processes, designs, information or other items furnished or communicated to STATE, its agents, officers and employees pursuant to the Contract; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE'S, its agents', officers' and employees' failure to comply with specific written instructions regarding use provided to the STATE, its agents, officers and employees by the CONTRACTOR, its agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONTRACTOR may be legally liable.

The CONTRACTOR specifically assumes potential liability for actions brought by the CONTRACTOR'S own employees or its agents against the STATE and, solely for the purpose of this indemnification and defense, the CONTRACTOR specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

This provision was the result of mutual negotiation between the parties.

INDEPENDENT CAPACITY OF THE CONTRACTOR

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

INDUSTRIAL INSURANCE COVERAGE

The CONTRACTOR shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the CONTRACTOR fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, the AGENCY may collect from the CONTRACTOR the full amount payable to the Industrial Insurance accident fund. The AGENCY may deduct the amount owed by the CONTRACTOR to the accident fund from the amount payable to the CONTRACTOR by the AGENCY under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the CONTRACTOR.

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.

LIMITATION OF AUTHORITY

Only the AGENT or AGENT'S delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this Contract is not effective or binding unless made in writing and signed by the AGENT.

NON-AVAILABILITY OF FUNDS

The obligation of the AGENCY to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Contract are not appropriated to the AGENCY for expenditure for this Contract in any biennial fiscal period, the AGENCY shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If the AGENCY'S participation is suspended under this section for a continuous period of one year, the AGENCY'S obligation to provide any future funding under this Contract shall terminate. Termination of the Contract under this section is not subject to appeal by the CONTRACTOR.

NON-COMPLIANCE WITH NONDISCRIMINATION LAWS

In the event of the CONTRACTOR'S non-compliance 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 cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

NON-DISCRIMINATION

During the performance of this Contract, the CONTRACTOR shall comply with all federal and state nondiscrimination laws, regulations and policies.

PRIVACY

Personal information including, but not limited to, "Protected Health Information," collected, used, or acquired in connection with this Contract shall be protected against unauthorized use, disclosure, modification or loss. The CONTRACTOR shall ensure its directors, officers, employees, subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein. The CONTRACTOR and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the AGENCY or as otherwise required by law.

Any breach of this provision may result in termination of the Contract and the demand for return of all personal information. The CONTRACTOR agrees to indemnify and hold harmless the AGENCY for any damages related to the CONTRACTOR'S unauthorized use of personal information.

PUBLICITY

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

RECORDS MAINTENANCE

The CONTRACTOR shall maintain books, records, documents, data and other evidence relating to this Contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract.

The CONTRACTOR shall retain such records for a period of nine (9) years following the date of final payment. At no additional cost, these records, including materials generated under the Contract, shall be subject at all reasonable times to inspection, review or audit by the AGENCY, personnel duly authorized by the AGENCY, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the nine (9) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

REGISTRATION WITH DEPARTMENT OF REVENUE

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

RIGHT OF INSPECTION

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

SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, the AGENCY may terminate the Contract under the "Termination for Convenience" clause, without the ten (10) day notice requirement, subject to renegotiation at the AGENCY'S discretion under those new funding limitations and conditions.

SEVERABILITY

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

SITE SECURITY

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

SUBCONTRACTING

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

Additionally, the CONTRACTOR is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Contract are carried forward to any subcontracts. The CONTRACTOR and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the AGENCY or as provided by law.

SUSPENSION

The obligation of the AGENCY to manage contract terms and make payments is contingent upon the state appropriating state and federal funding each biennium. In the event the state is unable to appropriate such funds by the first day of each new biennium, the AGENCY reserves the right to suspend the Contract, with ten (10) days written notice, until such time funds are appropriated. Suspension will mean all work related to the Contract must cease until such time funds are obligated to the AGENCY and the AGENCY provides notice to continue work.

TAXES

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

TERMINATION FOR CAUSE

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

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

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

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

TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, the AGENCY may, by ten (10) calendar days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, the AGENCY shall be liable only for payment required

under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

TERMINATION PROCEDURES

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

The AGENCY shall pay to the CONTRACTOR the agreed upon price, if separately stated, for completed work and services accepted by the AGENCY, and the amount agreed upon by the CONTRACTOR and the AGENCY for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by the AGENCY, and (iv) the protection and preservation of property, unless the termination is for default, in which case the AGENT shall determine the extent of the liability of the AGENCY. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Contract. The AGENCY may withhold from any amounts due the CONTRACTOR such sum as the AGENT determines to be necessary to protect the AGENCY against potential loss or liability.

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

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

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

TREATMENT OF ASSETS

- A. Title to all property furnished by the AGENCY shall remain in the AGENCY. Title to all property furnished by the CONTRACTOR, for the cost of which the CONTRACTOR is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vest in the AGENCY upon delivery of such property by the CONTRACTOR. Title to other property, the cost of which is reimbursable to the CONTRACTOR under this Contract, shall pass to and vest in the AGENCY upon (i) issuance for use of such property in the performance of this Contract, or (ii) commencement of use of such property in the performance of this Contract, or (iii) reimbursement of the cost thereof by the AGENCY in whole or in part, whichever first occurs.

- B. Any property of the AGENCY furnished to the CONTRACTOR shall, unless otherwise provided herein or approved by the AGENCY, be used only for the performance of this Contract.
- C. The CONTRACTOR shall be responsible for any loss or damage to property of the AGENCY that results from the negligence of the CONTRACTOR or which results from the failure on the part of the CONTRACTOR to maintain and administer that property in accordance with sound management practices.
- D. If any AGENCY property is lost, destroyed or damaged, the CONTRACTOR shall immediately notify the AGENCY and shall take all reasonable steps to protect the property from further damage.
- E. The CONTRACTOR shall surrender to the AGENCY all property of the AGENCY prior to settlement upon completion, termination or cancellation of this Contract.
- F. All reference to the CONTRACTOR under this clause shall also include CONTRACTOR'S employees, agents or subcontractors.

U.S. DEPARTMENT OF TREASURY, OFFICE OF FOREIGN ASSETS CONTROL

The AGENCY complies with U.S. Department of the Treasury, Office of Foreign Assets Control (OFAC) payment rules. OFAC prohibits financial transactions with individuals or organizations, which have been placed on the OFAC Specially Designated Nationals (SDN) and Blocked Persons sanctions list located at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx> . Compliance with OFAC payment rules ensures that the AGENCY does not conduct business with individuals or organizations that have been determined to be supporters of terrorism and international drug dealing or that pose other dangers to the United States.

Prior to making payment to individuals or organizations, the AGENCY will download the current OFAC SDN file and compare it to the AGENCY and statewide vendor files. In the event of a positive match, the AGENCY reserves the right to: (i) make a determination of "reasonability" before taking the positive match to a higher authority, (ii) seek assistance from the Washington State Office of the State Treasurer (OST) for advanced assistance in resolving the positive match, (iii) comply with an OFAC investigation, if required, and/or (iv) if the positive match is substantiated, notify the CONTRACTOR in writing and terminate the Contract according to the Termination for Convenience provision without making payment. The AGENCY will not be liable for any late payment fees or missed discounts that are the result of time required to address the issue of an OFAC match.

WAIVER

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

WORKERS' RIGHTS (MANDATORY INDIVIDUAL ARBITRATION) The CONTRACTOR represents and warrants, as previously certified in the CONTRACTOR's bid submission, that the CONTRACTOR 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. The CONTRACTOR further represents and warrants that, during the term of this Contract, the CONTRACTOR shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.