

**STATE OF WASHINGTON
Puget Sound Partnership
TACOMA, WASHINGTON**

**REQUEST FOR QUALIFICATIONS AND QUOTATIONS
RFQQ NO. 2012-01**

If you download this RFQQ from the PUGET SOUND PARTNERSHIP (PSP) website located at www.psp.wa.gov, 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/PSP answers.

PROJECT TITLE: Consultant Services for Public Opinion Research Project

PROPOSAL DUE DATE: June 24, 2011

EXPECTED TIME PERIOD FOR CONTRACT: August 1, 2011 – June 30, 2014

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 QUALIFICATIONS AND QUOTATIONS:

- 1. Introduction**
- 2. General Information for Consultants**
- 3. Proposal Contents**
- 4. Evaluation and Award**
- 5. Exhibits**
 - A. Certifications and Assurances**
 - B. Personal Service Contract with General Terms and Conditions**

TABLE OF CONTENTS

1. Introduction	2
1.1 Purpose and Background	3
1.2 Objective	3
1.3 Minimum Qualifications	6
1.4 Funding	7
1.5 Period of Performance	7
1.6 Definitions	7
1.7 ADA 2	8
2. General Information for Consultants	9
2.1 RFQQ Coordinator	9
2.2 Estimated Schedule of Procurement Activities	9
2.3 Preproposal Conference	10
2.4 Submission of Proposals	10
2.5 Proprietary Information/Public Disclosure	10
2.6 Revisions to the RFQQ	11
2.7 Minority & Women-Owned Business Participation	11
2.8 Acceptance Period	11
2.9 Responsiveness	11
2.10 Most Favorable Terms	12
2.11 Contract and General Terms & Conditions	12
2.12 Costs to Propose	12
2.13 No Obligation to Contract	12
2.14 Rejection of Proposals	12
2.15 Commitment of Funds	12
2.16 Insurance Coverage	13
3. Proposal Contents	14
3.1 Letter of Submittal (Mandatory)	14
3.2 Qualifications Section	14
3.2.1 Business Information (Mandatory)	14
3.2.2 Qualifications	15
3.3 Quotations Section	17
3.3.1 Identification of Costs	17
3.3.2 Computation	17
4. Evaluation and Contract Award	18
4.1 Evaluation Procedure	19
4.2 Clarification of Proposal	19
4.3 Evaluation Weighting and Scoring	19
4.4 Oral Presentations Required	19
4.5 Notification to Proposers	19
4.6 Debriefing of Unsuccessful Proposers	19
4.7 Protest Procedure	20
5. RFQQ Exhibits	22
Exhibit A Certifications and Assurances	23
Exhibit B Personal Service Contract Format including General Terms and Conditions (GT&Cs)	24

1 INTRODUCTION

1.1 PURPOSE AND BACKGROUND

The Puget Sound Partnership was established as a state agency by the Legislature and the Governor to develop and implement an action agenda to restore the health of Puget Sound. The Partnership is charged with taking a collaborative and accountable approach to accomplishing its mission.

The Partnership's Stewardship Program implements and coordinates regional, citizen-based stewardship initiatives, with an emphasis on the social strategy work described in Action Agenda Section E.4 (available at www.psp.wa.gov/aa_action_agenda.php). The work includes a wide range of public awareness, behavior change, and human and social capital development initiatives. These are implemented through a combination of direct grants to partnering organizations, competitive grants, interagency agreements, contracts, and in-house labor.

The program focuses on three primary areas of influence: 1) Issue Awareness and Understanding, 2) Changing Practices and Behaviors, and 3) Social and Institutional Infrastructure. Its theoretical foundation includes diffusion of innovations, social capital, stages of change (i.e., transtheoretical model), and behavioral economics.

Work conducted under this RFQQ will directly support the implementation of Action Agenda Section E.4.

1.2 OBJECTIVE

The objectives of the work under this Request for Quotes & Qualifications are to:

- 1) Develop and implement a regional Sound Behavior Index. The Sound Behavior Index will be an ongoing measure of 1) public adoption of a suite of indicator practices related to water quality and aquatic habitat, and 2) social capital across the twelve-county Puget Sound Region.
- 2) Provide baseline and tracking data for a variety of measures related to Puget Sound health, and to inform Partnership program development.
- 3) Gauge public resonance of the Partnership's Dashboard Indicators and informs public communications about the Dashboard.
- 4) Better understand the barriers and motivators associated with specific residential and small business best management practices related to shoreline and stormwater management.

The services to be provided during this project are:

1) Sound Behavior Index

The selected firm will work with Partnership staff to develop and field a Sound Behavior Index. The Sound Behavior Index will be an ongoing measure of 1) public adoption of a suite of indicator practices related to water quality and aquatic habitat, and 2) social capital across the twelve-county Puget Sound Region.

The index will produce three primary metrics, with breakouts by county:

- An indicator practices index: a weighted index tracking public adoption of a suite of household management practices based on polling results.
- A social capital index: an index tracking a suite of social capital indicators developed at Harvard University's Kennedy School of Government. The index will use an abridged version of the school's Social Capital Community Survey, which will enable direct comparison of Puget Sound values with nationwide data.
<http://www.hks.harvard.edu/saguaro/measurement/measurement.htm>
- An aggregate index, which combines the indicator practices index and the social capital index.

Tasks:

- 1) Work with Partnership staff to develop a sound strategy and methodology to implement the index.
- 2) Develop a template and appropriate survey and statistical procedures for future iterations of the index.
- 3) Provide appropriate documentation, reports, manuals, datasets, and metadata to enable ongoing implementation of the index.
- 4) Develop the index in a way that allows, as directly as possible, comparison with other nationwide data.
- 5) Provide breakouts by county.
- 6) Field the index in 2011.
- 7) Contingent on state and federal funding appropriations, field additional iterations of the index in 2012 and 2014.

2) Baseline and Tracking Survey

The selected firm will conduct survey research to provide baseline and tracking data for a variety of social measures related to Puget Sound health, and to inform Partnership program development.

Tasks:

- 1) Work with Partnership staff and the Partnership's evaluation consultants to develop a sound strategy and methodology to identify data needs, audiences, and to gather appropriate data.
- 2) Survey the twelve-county Puget Sound region.
- 3) Provide break-out data for a minimum of five sub-regions.
- 4) Field one survey in 2011.
- 5) Contingent on state and federal funding appropriations, develop and field two additional surveys between 2012 and 2014.

3) Dashboard Indicators Focus Groups

The Partnership has identified 20 key measures of success, or indicators, that will be used to evaluate overall progress in regional efforts to restore, protect and prevent pollution in Puget Sound. These Dashboard Indicators include 12 natural science measures, six social science

indicators, and two program measures. Information on the Dashboard Indicators is located at http://www.psp.wa.gov/pm_dashboard.php.

The selected firm will conduct focus groups to gauge public resonance of the Dashboard Indicators and inform future public communications about the Dashboard.

Tasks:

- 1) Work with Partnership staff to develop a sound strategy and methodology to identify data needs, audiences, and to gather appropriate data.
- 2) Conduct four focus groups, based on the same discussion guide, at different locations around Puget Sound by August 31, 2011.

4) Barriers and Motivators Survey and Focus Group Research

The selected firm will work with Partnership staff and staff of partnering agencies to conduct audience research at the Puget Sound regional and sub-regional scales to fill data gaps, inform social marketing efforts, and provide a regionally uniform foundation of information for behavior change programs.

The selected consultant will work with the Partnership to identify and implement appropriate research methodologies, which may include qualitative studies such as focus groups and rapid ethnographic assessments, quantitative studies such as opinion surveys, and compilations of existing research.

Tasks:

- 1) Work with Partnership staff and partnering agencies and organizations to identify data needs and audiences,
- 2) Once data needs and audiences are identified, work with Partnership staff and partnering agencies and organizations develop a sound strategies and methods to gather appropriate data.
- 3) For planning purposes, the initial scope of work should include:
 - a. Three opinion surveys of the twelve-county Puget Sound region, each with break-out data for a minimum of five sub-regions.
 - b. Six focus groups, based on two different discussion guides, at different locations around Puget Sound.
- 4) Work will begin in 2011 and run through 2014.

Consultant Responsibilities

The consultant is expected to provide the full range of market research services required to complete all activities and meet all objectives outlined above in a timely and professional manner, including:

Telephone surveys

Research will include random sample surveys of the adult population of the twelve-county Puget Sound region (San Juan, Island, Whatcom, Skagit, Snohomish, King, Pierce, Thurston, Mason, Kitsap, Eastern Jefferson and Eastern Clallam counties) to obtain quantitative data.

The consultant will:

- Work with Partnership staff to identify research objectives, survey population(s), and appropriate methodologies to achieve the Partnership's goals.

- The consultant will work with Partnership staff, and partner organizations as directed, to develop well-designed questionnaires.
- The consultant will conduct random-sample CATI telephone surveys from the adult population of the twelve-county region sufficient to yield validity of $\pm 3\%$ maximum error at the 95% confidence level.
- The consultant will work with Partnership staff to identify appropriate sub-regions (between 5 and 12) for breakout data. The consultant will oversample these areas sufficient to yield a mutually acceptable maximum error.
- The consultant will make all arrangements for, and will conduct, the required number of telephone interviews using supervised, professional interviewers with accents and speaking styles consistent with the survey population.
- The consultant will implement quality assurance protocols that meet or exceed industry standards including use of a CATI system, interviewer training, supervision, and telephone monitoring and oversight.
- The consultant will conduct an appropriate number of cell-phone surveys to ensure that the “cell-phone only” demographic sector is appropriately represented relative to the general population.
- The consultant will provide topline results and cross-tabulated results in printed and electronic formats in a timely manner.
- The consultant will prepare a written analysis and report of results in printed and electronic formats in a timely manner.

Focus groups

The consultant will:

- Work with Partnership staff to identify research objectives, target audience(s), and appropriate methodologies to achieve the Partnership’s goals.
- Schedule and complete focus group sessions with 10-12 different citizen participants in each.
- Work with Partnership staff to develop well-prepared screeners for recruitment purposes.
- Work with Partnership staff to develop a well-prepared discussion guides for use in the focus group discussions.
- The consultant will recruit participants, provide appropriate honoraria, guide the research process, and facilitate discussion.
- The consultant will provide an appropriate room for focus group sessions that offers a private observation area for Partnership staff and guest observers.
- The consultant will furnish digital video of the focus group sessions.
- The consultant will evaluate the focus group sessions and prepare a written report of results in printed and electronic formats in a timely manner.

1.3 MINIMUM QUALIFICATIONS

The Consultant firm must be licensed to do business in the state of Washington and have contiguously engaged in the types of market research work described herein for at least ten (10) years.

The firm's principal(s) in charge must have at least fifteen (15) years experience in the types of market research work described herein.

The firm's project manager, the person that would be assigned to manage day-to day activities under this contract, must have at least ten (10) years experience in the types of market research work described herein.

The firm's focus group facilitator assigned to this contract must have at least five (5) years experience in the types of focus group work described herein.

In some firms, these roles may overlap or may be assumed entirely by one person. This is acceptable provided the minimum qualifications for each role are met.

The Consultant firm shall identify all subcontractors proposed for the work described herein. Statements of qualifications shall clearly delineate the relationship and division of work between the Consultant form and any subcontractors.

1.4 FUNDING

The budget will be negotiated based on reasonable costs and availability of funds. All applicants are to submit a sealed budget, separate from the rest of the proposal and listing of qualifications. The budget submitted should identify unit costs per activity, including an hourly or unit rate for the type of activity.

The sealed budgets will be opened after full review and scoring of the Qualification submissions.

Any contract(s) awarded as a result of this procurement is contingent upon the availability of state and federal appropriated funds.

1.5 PERIOD OF PERFORMANCE

The period of performance of any contract(s) resulting from this RFP is tentatively scheduled to begin on or about August 1, 2011 and to end on June 30, 2014. The Partnership reserves the option at its sole discretion to extend the contract for one additional year.

1.6 MULTIPLE CONTRACTS

The Partnership reserves the option at its sole discretion to award work under this RFQQ through one contract or through multiple contracts.

The Partnership reserves the option at its sole discretion to award work under this RFQQ to one firm or to divide the work among multiple firms.

1.7 DEFINITIONS

Definitions for the purposes of this RFQQ include:

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

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

Contractor. Individual or company whose proposal has been accepted by the Puget Sound Partnership 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 services needed are identified and firms are invited to provide their qualifications to provide the services and their hourly rates.

1.8 ADA

The Puget Sound Partnership complies with the Americans with Disabilities Act (ADA). Consultants may contact the RFQQ Coordinator to receive this Request for Qualifications and Quotations in Braille or on tape.

2 GENERAL INFORMATION FOR CONSULTANTS

2.1 RFQQ COORDINATOR

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

Name	Debbie Ruggles
Street Address	326 East D Street, Tacoma, WA 98421
Phone Number	(360) 464-1224
E-Mail Address	debbie.ruggles@psp.wa.gov

Any other communication will be considered unofficial and non-binding on the Puget Sound Partnership. 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	May 23, 2011
Preproposal Conference (if applicable)	June 3, 2011 2 – 3 p.m.
Question & answer period	June 6-9, 2011
Issue addendum to RFQQ (if applicable)	June 15, 2011 as necessary
Proposals due	June 24, 2011 @ 4:00 PM PST
Evaluate proposals	June 27-July 5, 2011
Announce “Apparent Successful Contractor” and send notification via e-mail to unsuccessful proposers	By July 18, 2011
Hold debriefing conferences (if requested)	Week of July 18, 2011
Negotiate contract	July 18-22, 2011
File contract with OFM	July 22, 2011
Begin contract work	August 1, 2011

The Puget Sound Partnership reserves the right to revise the above schedule.

2.3 PREPROPOSAL CONFERENCE

A preproposal conference call/webinar is scheduled to be held on June 3, 2011 at 2 p.m. local time. Call-in/log-in information will be posted on the Partnership's website by May 31, 2011. All prospective Consultants should attend; however, attendance is not mandatory.

PSP will be bound only to PSP's written answers to questions. Questions arising at the preproposal conference call or in subsequent communication with the RFQQ Coordinator will be documented and answered in written form. A copy of the questions and answers will be posted on PSP's website by June 15, 2011, after the open Question & Answer period.

2.4 SUBMISSION OF PROPOSALS

Consultants are required to submit two (2) hard copies of their proposal. These must have original signatures. Quotes are to be submitted in a separate, sealed envelope. Additionally, a copy of the proposal must be sent electronically via e-mail to the RFQQ Coordinator by the date and time listed below. Quotes should not be submitted electronically. This electronic version must be a signed copy of the original. The proposal, whether mailed or hand delivered, must arrive at the Puget Sound Partnership no later than 4:00 p.m., local time, on **June 24, 2011.**

The proposal is to be sent to the RFQQ Coordinator at the address noted in Section 2.1. The envelope should be clearly marked to the attention of the RFQQ Coordinator.

Consultants mailing proposals should allow normal mail delivery time to ensure timely receipt of their proposals by the RFQQ Coordinator. Consultants assume the risk for the method of delivery chosen. Puget Sound Partnership assumes no responsibility for delays caused by any delivery service. Proposals may not be transmitted using facsimile transmission.

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

2.5 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

Proposals submitted in response to this competitive procurement shall become the property of the Puget Sound Partnership. All proposals received shall remain confidential until the contract, if any, resulting from this RFQQ is signed by the Director of the Puget Sound Partnership, or his Designee, and the apparent successful Contractor; thereafter, the proposals shall be deemed public records as defined in Chapter 42.56 of the Revised Code of Washington (RCW).

Any information in the proposal that the Consultant desires to claim as proprietary and exempt from disclosure under the provisions of Chapter 42.56 RCW, or other state or federal law that provides for the nondisclosure of your document, must be clearly designated. The information must be clearly identified and the particular exemption from disclosure upon which the Consultant is making the claim must be cited. Each page containing the information claimed to be exempt from disclosure must be clearly identified by the words "Proprietary Information" printed on the lower right hand corner of the

page. Marking the entire proposal exempt from disclosure or as Proprietary Information will not be honored.

If a public records request is made for the information that the Consultant has marked as "Proprietary Information" the Puget Sound Partnership will notify the Consultant of the request and of the date that the records will be released to the requester unless the Consultant obtains a court order enjoining that disclosure. If the Consultant fails to obtain the court order enjoining disclosure, the Puget Sound Partnership will release the requested information on the date specified. If a Consultant obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to Chapter 42.56 RCW, or other state or federal law that provides for nondisclosure, the Puget Sound Partnership shall maintain the confidentiality of the Consultant's information per the court order.

A charge will be made for copying and shipping, as outlined in RCW 42.56. No fee shall be charged for inspection of contract files, but twenty-four (24) hours' notice to the RFQQ Coordinator is required. All requests for information should be directed to the RFQQ Coordinator.

2.6 REVISIONS TO THE RFQQ

In the event it becomes necessary to revise any part of this RFQQ, addenda will be provided to all who receive the RFQQ.

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

2.7 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 360/753-9693 to obtain information on certified firms.

2.8 ACCEPTANCE PERIOD

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

2.9 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 Puget Sound Partnership also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

2.10 MOST FAVORABLE TERMS

The Puget Sound Partnership reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms that the Consultant can propose. The Puget Sound Partnership does reserve the right to contact a Consultant for clarification of its proposal.

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

2.11 CONTRACT AND GENERAL TERMS & CONDITIONS

The apparent successful contractor will be expected to enter into a contract, which is substantially the same as the sample contract and its general terms and conditions attached as Exhibit B. In no event is a Consultant to submit its own standard contract terms and conditions in response to this solicitation. The Consultant may submit exceptions as allowed in the Certifications and Assurances section, Exhibit A to this solicitation. The Puget Sound Partnership will review requested exceptions and accept or reject the same at its sole discretion.

It is anticipated the first deliverable under the contract will be a scoping plan, which will define the specific services to be provided by the CONTRACTOR based upon agreement between the Puget Sound Partnership and the CONTRACTOR.

2.12 COSTS TO PROPOSE

The Puget Sound Partnership 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.

2.13 NO OBLIGATION TO CONTRACT

This RFQQ does not obligate the state of Washington or the Puget Sound Partnership to contract for services specified herein.

2.14 REJECTION OF PROPOSALS

The Puget Sound Partnership 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.

2.15 COMMITMENT OF FUNDS

The director of the Puget Sound Partnership or the director's delegate are the only individuals who may legally commit the Puget Sound Partnership 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.

2.16 INSURANCE COVERAGE

The Contractor is to furnish the Puget Sound Partnership with a certificate of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.

The Contractor shall, at Contractor's own expense, obtain and keep in force insurance coverage, which shall be maintained in full force and effect during the term of the contract. The Contractor shall furnish evidence in the form of a Certificate of Insurance that insurance shall be provided, and a copy shall be forwarded to the Puget Sound Partnership within fifteen (15) days of the contract effective date.

Liability Insurance

Commercial General Liability Insurance (CGL): Contractor shall maintain general liability insurance and, if necessary, commercial umbrella insurance, with a limit of not less than \$1,000,000 per each occurrence. If CGL insurance contains aggregate limits, the general aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit. CGL insurance shall be written on ISO occurrence from CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insureds (cross liability) condition.

Additionally, the Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

Business Auto Policy: As applicable, the Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto." Business auto coverage shall be written on ISO form CA 00 01, 1990 or later edition, or substitute liability form providing equivalent coverage.

Employers Liability ("Stop Gap") Insurance

In addition, the Contractor shall buy employers liability insurance and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

Additional Provisions

Above insurance policy shall include the following provisions:

- **Additional Insured.** The Puget Sound Partnership, its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrella and property insurance policies. All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the state.
- **Cancellation.** The Puget Sound Partnership shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications. Insurers subject to 48.18 RCW (Admitted and Regulation by the Insurance Commissioner): The insurer shall give the state 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-

payment of premium, the state shall be given 10 days advance notice of cancellation. Insurers subject to 48.15 RCW (Surplus lines): The state shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the state shall be given 10 days advance notice of cancellation.

- **Identification.** Policy must reference the state's contract number and the agency name.
- **Insurance Carrier Rating.** All insurance and bonds should be issued by companies admitted to do business within the state of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by the Puget Sound Partnership, the risk manager for the state of Washington, before the contract is accepted or work may begin. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.
- **Excess Coverage.** By requiring insurance herein, the state does not represent that coverage and limits will be adequate to protect Contractor, and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to the state in this contract.

Workers' Compensation Coverage

The Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The state will not be held responsive in any way for claims filed by the Contractor or their employees for services performed under the terms of this contract.

3 PROPOSAL CONTENTS

Proposals must be submitted on eight and one-half by eleven inch (8 ½" x 11") paper with tabs separating the major sections of the proposal. The three major sections of the proposal are to be submitted in the order noted below:

1. Letter of Submittal, including signed Certifications and Assurances (Exhibit A to this RFQQ)
2. Qualifications
3. Quotation – to be submitted in a separate, sealed envelope

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 (MANDATORY)

The Letter of Submittal and the attached Certifications and Assurances form (Exhibit A to this RFQQ) must be signed and dated by a person authorized to legally bind the Consultant to a contractual relationship, e.g., the president or executive director of a corporation, the managing partner of a partnership, or the proprietor of a sole proprietorship. Attach the Certifications and Assurances form to the Letter of Submittal.

3.2 QUALIFICATIONS SECTION

The qualifications section of the proposal must contain information that will demonstrate to the evaluation committee the Consultant’s understanding of the types of services proposed, the firm’s ability to accomplish them, and the ability to meet tight timeframes.

The qualifications response is to be submitted in three sections as follows: 1) Business Information, 2) Experience and Staffing, and 3) Schedule. The optional fourth section would include proof of certification for minority and women-owned businesses participating on the project.

3.2.1 BUSINESS INFORMATION (MANDATORY)

- A. State the name of the company, address, phone number, fax number, e-mail address, legal status of entity (ownership) and year entity was established as it now substantially exists.
- B. Provide the firm’s Federal Employer Tax Identification number or Social Security number and the Washington Uniform Business Identification (UBI) number issued by the state of Washington Department of Revenue.
- C. Indicate how many employees are with the firm. Name the firm principles and their roles.

- D. Identify any state employees or former state employees employed by the Consultant or on the Consultant's governing board as of the date of the proposal. Include their position and responsibilities within the Consultant's organization. If following a review of this information, it is determined by the Puget Sound Partnership that a conflict of interest exists, the Consultant may be disqualified from further consideration for the award of a contract.
- E. If the Consultant's staff or subcontractor's staff was an employee of the state of Washington during the past 24 months, or is currently a Washington State employee, identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date.
- F. If the Consultant has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the Consultant's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default.
- G. Submit full details of the terms for default, including the other party's name, address, and phone number. Present the Consultant's position on the matter. The Puget Sound Partnership 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

1. EXPERIENCE

- A. Describe services provided by the Consultant that indicate the firm's ability to provide the services described in this RFQQ.
- B. Describe the firm's recent experience performing similar duties as those outlined in Section 3.2 - Qualification Section of this request.

2. STAFFING

- A. Provide a description of the proposed project team structure and internal controls to be used during the course of the project, including any subcontractors.
- B. 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.
- C. 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 about each.

3. SCHEDULE

Describe the firm's ability to meet deadlines, especially on a short-time frame, and give examples of how past tight deadlines have been successfully met.

4. REFERENCE (MANDATORY)

List names, addresses, telephone numbers, fax numbers and e-mail addresses of three business references for whom work has been accomplished and briefly describe the type of service provided for them. The Consultant must grant permission to the Puget Sound Partnership to contact the references and others who may have pertinent information. Do not include current Puget Sound Partnership staff as references. The Puget Sound Partnership may evaluate references at the Puget Sound Partnership's discretion.

5. OMWBE CERTIFICATION (OPTIONAL)

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

3.3.1 IDENTIFICATION OF COSTS

The Quotations section must list all hourly rates and total cost PER TASK, with a total for all services anticipated under the proposed contract. The hourly rates are to represent fully weighted costs. This includes the hourly rates of staff that would be assigned to the project, administrative costs, local travel costs, or any other applicable fees that would be charged under this contract.

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

Consultants are required to collect and pay Washington State taxes as 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.

3.3.2 COMPUTATION

The score for the cost proposal will be computed by dividing the lowest average hourly rate received by the Consultant's average hourly rate. Then the resultant number will be multiplied by the maximum possible points for the cost section.

4 EVALUATION AND CONTRACT AWARD

4.1 EVALUATION PROCEDURE

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

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

4.2 CLARIFICATION OF PROPOSAL

The RFQQ Coordinator may contact the Consultant for clarification of any portion of the Consultant's proposal.

4.3 EVALUATION WEIGHTING AND SCORING

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

A two-step selection process will be used:

Step One:

After submittals are received by the Partnership, a selection committee will rank each submittal. The scoring criteria are shown below.

RFQQ Scoring Criteria	Maximum Score
1. Experience conducting market research for public agencies, including all phases of qualitative and quantitative studies <i>and</i> Qualifications appear to meet the needs of the State	25 points
2. Demonstrated ability to work with clients to define research goals, select appropriate methodologies <i>and</i> Consistent record of completing all research activities on time and within budget <i>and</i> Demonstrated capability to maintain good communications, productive ongoing working relationships, and efficient task progress	20 points
3. Specific experience interpreting research data for the purposes of public communications, message development, demographic analysis, and evaluating behavior patterns and motivators.	10 points
4. Specific experience conducting focus groups, including screener design, discussion guide development, recruitment, facilitation, staging, analysis, and preparation of written reports.	10 points

5. Specific experience conducting random sample surveys, including design of survey instruments, performing telephone interviews, tabulating results, statistical analysis, and preparation of written reports.	10 points
6. General knowledge and insight into the twelve-county Puget Sound region, its demography, history, the nature of its citizens, community values, and response to environmental issues.	5 points
7. Cost basis is clear and reasonable.	20 points
MAXIMUM SCORE	100 points

Step Two:

When step one scoring is completed, the highest scoring consultant firm or firms will be invited to interview with the Partnership. Each invited firm will be allotted a maximum of 30 minutes of presentation time plus 30 minutes to answer questions from the selection committee.

Whereas the initial RFQQ submittal packages should be primarily about the firm itself, presentations from an invited firm should delve further into what the firm could do to meet the specific needs of the Partnership.

At minimum, the firm's project manager (the person that would be assigned to manage day-to-day activities under this contract) and the firm's focus group facilitator assigned to this project will be expected to attend the interview.

The selection committee will evaluate each presentation as to the firm's ability to fulfill those needs.

The firm given the best evaluation will be invited to negotiate with the Partnership for the research project contract. If negotiations are unsuccessful, the Partnership reserves the right to negotiate with the next highest ranked firm after proper notification.

4.4 NOTIFICATION TO PROPOSERS

Firms whose proposals have not been selected for further negotiation or award will be notified by e-mail.

4.5 DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. The request for a debriefing conference must be received by the RFQQ Coordinator within three (3) business days after the Notification of Unsuccessful Consultant letter is faxed/e-mailed to the Consultant. The debriefing must be held within three (3) business days of the request.

Discussion will be limited to a critique of the requesting Consultant's proposal. Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one hour.

4.6 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 (3) business days to file a protest of the acquisition with the RFQQ Coordinator. Protests may be submitted by email, but should be followed by the original document.

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

All protests must be in writing and signed by the protesting party or an authorized Agent. The protest must state the grounds for the protest with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included. All protests shall be addressed to the RFQQ Coordinator.

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

- A matter of bias, discrimination or conflict of interest on the part of the evaluator
- Errors in computing the score
- Non-compliance with procedures described in the procurement document or Puget Sound Partnership 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) Puget Sound Partnership's assessment of its own and/or other agencies' needs or requirements.

Upon receipt of a protest, the Puget Sound Partnership will hold a protest review. The Puget Sound Partnership 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 that submitted a proposal, such Consultant will be given an opportunity to submit its views and any relevant information on the protest to the RFQQ Coordinator.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold the Puget Sound Partnership's action.
- Find only technical or harmless errors in the Puget Sound Partnership's acquisition process and determine the Puget Sound Partnership to be in substantial compliance and reject the protest.
- Find merit in the protest and provide the Puget Sound Partnership options which may include:

- Correct the errors and re-evaluate all proposals
- Reissue the solicitation document and begin a new process
- Make other findings and determine other courses of action as appropriate

If the Puget Sound Partnership determines that the protest is without merit, the Puget Sound Partnership 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 Personal Service Contract Format including General Terms and Conditions (GT&Cs)

CERTIFICATIONS AND ASSURANCES

1. I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):
2. I/we declare that all answers and statements made in the proposal are true and correct.
3. 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.
4. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by the Puget Sound Partnership without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
5. 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. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
6. I/we understand that the Puget Sound Partnership will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of the Puget Sound Partnership, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
7. Unless otherwise required by law, the prices and/or cost data that 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.
8. 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.
9. 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.
10. I/we grant the Puget Sound Partnership the right to contact references and others, who may have pertinent information regarding the Proposer's prior experience and ability to perform the services contemplated in this procurement.
11. 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.

Signature of Proposer

Title

Date

**Contract for Personal Services
between the
State of Washington
Puget Sound Partnership
and
(Contractor)**

This Contract is made and entered into by and between the state of Washington, Puget Sound Partnership, hereinafter referred to as the "**AGENCY**", and the below named firm, hereinafter referred to as "**CONTRACTOR**."

(contractor name)

(address)

(city, state zip)

Phone:

FAX:

Email:

WA State UBI Number:

PURPOSE

The purpose of this contract is to provide Consultant Services for the Public Opinion Research Project.

SCOPE OF WORK

A. Exhibit A, attached hereto and incorporated by reference, contains the *General Terms and Conditions* governing work to be performed under this contract, the nature of the working relationship between the AGENCY and the CONTRACTOR, and specific obligations of both parties.

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

As included in the AGENCY'S Request for Proposals No. _____, attached as Exhibit B, and the CONTRACTOR'S proposal dated _____, attached as Exhibit C.

C. The CONTRACTOR shall produce the following written reports or other written documents (deliverables) by the dates indicated below.

All written reports required under this contract must be delivered to _____, the Contract Manager, in accordance with the schedule above.

PERIOD OF PERFORMANCE

The period of performance under this contract will be from _____, or date of execution, whichever is later, through _____.

OFM FILING REQUIREMENT

10-Day Filing

The provisions of Chapter 39.29 RCW require the AGENCY to file this personal service contract with the Office of Financial Management (OFM) for approval. No contract so filed is effective nor shall work commence under it until the tenth (10th) working day following the date of filing, subject to OFM approval.

COMPENSATION

Total compensation payable to CONTRACTOR for satisfactory performance of the work under this contract shall not exceed (\$ _____). CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Expenses

CONTRACTOR shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by the AGENCY as reimbursable. The maximum amount to be paid to the CONTRACTOR for authorized expenses shall not exceed \$ _____, which amount 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. CONTRACTOR shall receive compensation for travel expenses at current state travel reimbursement rates.

BILLING PROCEDURES AND PAYMENT

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

Payment shall be based upon satisfactory acceptance of each deliverable, or progress report submitted by the contractor. AGENCY reserves the right to withhold 10% of the payment under each invoice until satisfactory completion of the project.

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 2012-01. If expenses are invoiced, provide a detailed

breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

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.

CREDIT AND ACKNOWLEDGEMENT

Materials produced under this Agreement must display the Partnership logo and the following credit line: "This project has been funded wholly or in part by the United States Environmental Protection Agency. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use." This requirement is for the life of the product, whether during or after the contract period.

CERTIFICATION REGARDING SUSPENSION, DEBARMENT, and Other RESPONSIBILITY MATTERS

Federal Executive Order 12549 provides that Executive departments and agencies shall participate in a government-wide system for suspension and debarment. These departments and agencies have further passed this requirement onto their recipients and have provided pertinent regulations in the Codes of Federal Regulations. The CONTRACTOR certifies that the CONTRACTOR is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any Federal department or agency. If the CONTRACTOR further subawards federal resources, the CONTRACTOR must ensure the same suspension/debarment requirements are followed.

5.2 MINORITY AND WOMEN'S BUSINESS PARTICIPATION

CONTRACTOR agrees to solicit and recruit, to the maximum extent possible, certified minority owned (MBE) and women owned (WBE) businesses in purchases and contracts initiated after the effective date of this Agreement.

These goals are expressed as a percentage of the total dollars available for the purchase or contract and are as follows:

Purchased Goods	8% MBE	4% WBE
Purchased Services	10% MBE	4% WBE
Professional Services	10% MBE	4% WBE

Meeting these goals is voluntary and no contract award or rejection shall be made based on achievement or non-achievement of the goals. Achievement of the goals is encouraged, however, and CONTRACTOR and ALL prospective bidders or persons submitting qualifications shall take the following affirmative steps in any procurement initiated after the effective date of this Agreement:

1. Include qualified minority and women's businesses on solicitation lists.
2. Assure that qualified minority and women's business are solicited whenever they are potential sources of services or supplies.
3. Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
4. Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.

5. Use the services and assistance of the State Office of Minority and Women's Business Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to ensure that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
- (f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

RECORDS RETENTION

CONTRACTOR agrees to retain records and allow access to those records as required under 40 CFR 31.42 - Retention and access requirements for records

HOTEL AND MOTEL FIRE SAFETY ACT

CONTRACTOR agrees to ensure that all conference, meeting, convention, or training space funded in whole or part with federal funds, complies with the federal Hotel and Motel Fire Safety Act of 1990.

SMALL BUSINESS IN RURAL AREAS (SBRAS)

If CONTRACTOR awards a subcontract under this agreement, CONTRACTOR is also required to utilize the following affirmative steps:

1. PLACE SBRAs on solicitation lists.
2. Make sure the SBRAs are solicited whenever there are potential sources.
3. Divide total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by SBRAs.
4. Establish delivery schedules, where requirements of work will permit, which could encourage participation by SBRAs.
5. Use the services of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of commerce, as appropriate.
6. Require the contractor to comply with the affirmative steps outlined above.

The negotiated "Fair Share Percentage" for SBRAs is 0.5 percent. There is not formal reporting requirement for SBRAs at this time; it is recommended that CONTRACTOR keep records of SBRAs' participation.

LOBBYING AND LITIGATION CERTIFICATION

By signing this agreement, CONTRACTOR certifies that none of the funds received from this agreement shall be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

DRUG FREE WORKPLACE

For the duration of this agreement, the CONTRACTOR agrees to comply with the drug free provisions set forth in Title 40 CFR 36.200.

TRAFFICKING VICTIM PROTECTION ACT OF 2000 (TVPA) AS AMENDED

CONTRACTOR, as the recipient, your employees, subcontractors under this award, and subcontractor's employees may not engage in severe forms of trafficking in persons during the period of time that this award is in effect; procure a commercial sex act during the time that the award is in effect; or use forced labor in the performance of the award or subawards under the award.

RECYCLED PAPER

In accordance with 40 CFR 30.16, the CONTRACTOR agrees to use recycled paper and double sided printing for all reports which are prepared as a part of this agreement and delivered to the PARTNERSHIP. This requirement does not apply to reports prepared on forms supplied by the EPA or standard forms, which are printed on recycled paper and are available through the General Services Administration.

COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all applicable laws, policies and regulations of the state, and the federal government in the performance of duties under this agreement.

HOLD HARMLESS

Each party shall defend, protect and hold harmless the other party from and against all claims, suits or actions arising from any intentional or negligent act or omission of that party's employees, agents and/or authorized subcontractor(s) while performing under the terms of this agreement.

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 agreement and prior to project completion, the Partnership may terminate the agreement under the Termination Clause in this agreement, subject to renegotiation under those new funding limitations and conditions.

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.

CONTRACTOR Contract Manager Information	AGENCY Contract Manager Information
Enter Contract Manager's Name	Debbie Ruggles
Enter Name of CONTRACTOR	Puget Sound PARTnership
Enter CONTRACTOR Address	326 East D Street
Enter City, State & Zip Code	Tacoma, WA 98421-1801
Phone : ()	Phone: (360) 464-1224

<i>Fax:</i> () <i>Email address:</i>	<i>Fax:</i> (253) 830-2353 <i>Email address:</i> Debbie.ruggles@psp.wa.gov
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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. Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence.

Additionally, the CONTRACTOR is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

2. 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.

3. 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. CONTRACTOR shall instruct the insurers to give AGENCY thirty (30) calendar days advance notice of any insurance cancellation.

CONTRACTOR shall submit to 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. CONTRACTOR shall submit renewal certificates as appropriate during the term of the contract.

ASSURANCES

AGENCY and the CONTRACTOR agree that all activity pursuant to this contract will be in accordance with all the 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. Exhibit B – Request for Proposals No.
5. Exhibit C – Contractor’s Proposal dated
6. 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, consisting of _____ pages and _____ attachment(s), is executed by the persons signing below, who warrant they have the authority to execute the contract.

[CONTRACTOR’S NAME]

Puget Sound Partnership

Signature

Signature

Title

Date

Title

Date

