

REQUEST FOR QUALIFICATIONS RFQ NO. 2012-25

If you download this RFQ 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 RFQ Coordinator in order for your organization to receive any RFQ amendments or bidder questions/PSP answers.

PROJECT TITLE: Puget Sound Starts Here Media and Branding Campaign

PROPOSAL DUE DATE: October 28, 2011 – 3:00 p.m. PST

EXPECTED TIME PERIOD FOR CONTRACT: December 19, 2011 through 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:

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

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1 INTRODUCTION

1.1 PURPOSE AND BACKGROUND

The purpose of this project is to continue and enhance previous media and branding campaign efforts known as ***Puget Sound Starts Here (PSSH)***.

The AGENCY may award one or more contracts to consultants who submit proposals as a result of this RFQ.

1.2 MINIMUM QUALIFICATIONS

The Consultant must be licensed to do business in the state of Washington and have at least **10** years of experience managing multi-media education, outreach and advertising campaigns AND at least **5** years of experience managing such campaigns for public sector clients.

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 or scored.

1.3 FUNDING

The overall budget for this project will be negotiated with the successful applicant that meets the needs of Puget Sound Partnership and demonstrates the qualifications that PSP is seeking to carry out the activities described in this RFQ.

Any contract(s) awarded as a result of this procurement is contingent upon the availability of funding.

1.4 PERIOD OF PERFORMANCE

The period of performance of any contract(s) resulting from this RFQ is tentatively scheduled to begin on or about **12/19/2011** and to end on **6/30/2014**. The AGENCY reserves the option at its sole discretion to extend the contract for two additional one-year periods.

1.5 DEFINITIONS

Definitions for the purposes of this RFQ include:

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

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

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

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

Request for Qualifications (RFQ). 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.

1.6 ADA

The AGENCY complies with the Americans with Disabilities Act (ADA). Consultants may contact the RFQ Coordinator to receive this Request for Qualifications in Braille or on tape.

2 GENERAL INFORMATION FOR CONSULTANTS

2.1 RFQ COORDINATOR

The RFQ 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 RFQ shall be with the RFQ Coordinator, as follows:

| | |
|----------------|--------------------------------------------------------------------------|
| Name | Debbie Ruggles |
| Address | 326 East D Street, Tacoma, WA 98421-1801 |
| 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 AGENCY. Consultants are to rely on written statements issued by the RFQ Coordinator. Communication directed to parties other than the RFQ Coordinator may result in disqualification of the Consultant.

2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

| | |
|------------------------------------------------------------------------------------------------------|-------------------------|
| Issue Request for Qualifications | 10/7/2011 |
| Preproposal Conference (if applicable) | 10/17/2011 |
| Question & answer period | 10/7/2011 – 10/20/2011 |
| Issue addendum to RFQ (if applicable) | 10/21/2011 |
| Proposals due | 10/28/2011 |
| Evaluate proposals | 11/7/2011 – 11/11/2011 |
| Conduct oral interviews with finalists, if required | 11/14/2011 – 11/18/2011 |
| Announce “Apparent Successful Contractor” and send notification via e-mail to unsuccessful proposers | 11/22/2011 |
| Hold debriefing conferences (if requested) | 11/28/2011 – 11/30/2011 |
| Negotiate contract | 11/28/2011 – 12/2/2011 |
| File contract with OFM | 12/5/2011 |
| Begin contract work | 12/19/2011 |

The AGENCY reserves the right to revise the above schedule.

2.3 PREPROPOSAL CONFERENCE

A preproposal conference is scheduled to be held on **Monday, October 17th** at **1:00** p.m. local time. This conference will be conducted via webinar and will be posted on the PSP

website (www.psp.wa.gov) no later than October 12th. 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 or in subsequent communication with the RFQ Coordinator will be documented and answered in written form. A copy of the questions and answers will be posted on the AGENCY's website at the end of the question/answer period.

2.4 SUBMISSION OF PROPOSALS

Consultants are required to submit four (4) copies of their proposal. Two copies must have original signatures and two copies can have photocopied signatures. The proposal, whether mailed or hand delivered, must arrive at the AGENCY no later than 4:00 p.m., local time, on **October 28, 2011**.

An electronic version of the proposal must be submitted to the RFQ Coordinator as well. It must be received by the AGENCY no later than the due date for hard copies listed above.

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

Consultants mailing proposals should allow normal mail delivery time to ensure timely receipt of their proposals by the RFQ Coordinator. Consultants assume the risk for the method of delivery chosen. The AGENCY assumes no responsibility for delays caused by any delivery service.

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 AGENCY 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 AGENCY. All proposals received shall remain confidential until the contract, if any, resulting from this RFQ is signed by the Director of the AGENCY, or his Designee, and the apparent successful Contractor; thereafter, the proposals shall be deemed public records as defined in Chapter 42.56 of the Revised Code of Washington (RCW).

Any information in the proposal that the Consultant desires to claim as proprietary and exempt from disclosure under the provisions of Chapter 42.56 RCW, or other state or federal law that provides for the nondisclosure of your document, must be clearly designated. The information must be clearly identified and the particular exemption from disclosure upon which the Consultant is making the claim must be cited. Each page containing the information claimed to be exempt from disclosure must be clearly identified by the words "Proprietary Information" printed on the lower right hand corner of the page. Marking the entire proposal exempt from disclosure or as Proprietary Information will not be honored.

If a public records request is made for the information that the Consultant has marked as "Proprietary Information" the AGENCY will notify the Consultant of the request and of the date that the records will be released to the requester unless the Consultant obtains a court order enjoining that disclosure. If the Consultant fails to obtain the court order enjoining

disclosure, the AGENCY will release the requested information on the date specified. If a Consultant obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to Chapter 42.56 RCW, or other state or federal law that provides for nondisclosure, the AGENCY shall maintain the confidentiality of the Consultant's information per the court order.

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

2.6 REVISIONS TO THE RFQ

In the event it becomes necessary to revise any part of this RFQ, addenda will be provided to all who receive the RFQ and have notified the AGENCY as referenced at the beginning of this RFQ.

The AGENCY also reserves the right to cancel or to reissue the RFQ 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 AGENCY from the due date for receipt of proposals.

2.9 RESPONSIVENESS

All proposals will be reviewed by the RFQ Coordinator to determine compliance with administrative requirements and instructions specified in this RFQ. The Consultant is specifically notified that failure to comply with any part of the RFQ 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.

2.10 MOST FAVORABLE TERMS

The AGENCY reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most

favorable terms which the Consultant can propose. The AGENCY does reserve the right to contact a Consultant for clarification of its proposal.

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

2.11 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 AGENCY will review requested exceptions and accept or reject the same at its sole discretion.

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

2.12 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 RFQ, in conduct of a presentation, or any other activities related to responding to this RFQ.

2.13 NO OBLIGATION TO CONTRACT

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

2.14 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 RFQ.

2.15 COMMITMENT OF FUNDS

The director of the AGENCY or the director's delegate are the only individuals who may legally commit the AGENCY to the expenditures of funds for a contract resulting from this RFQ. 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 AGENCY with a certificate of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.

The Contractor shall, at Contractor's own expense, obtain and keep in force insurance coverage, which shall be maintained in full force and effect during the term of the contract. The Contractor shall furnish evidence in the form of a Certificate of Insurance that insurance

shall be provided, and a copy shall be forwarded to the AGENCY within fifteen (15) days of the contract effective date.

Liability Insurance

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

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

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

Employers Liability (“Stop Gap”) Insurance

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

Additional Provisions

Above insurance policy shall include the following provisions:

- **Additional Insured.** The AGENCY, its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrella and property insurance policies. All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the state.
- **Cancellation.** The AGENCY shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications. Insurers subject to 48.18 RCW (Admitted and Regulation by the Insurance Commissioner): The insurer shall give the state 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the state shall be given 10 days advance notice of cancellation. Insurers subject to 48.15 RCW (Surplus lines): The state shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the state shall be given 10 days advance notice of cancellation.
- **Identification.** Policy must reference the state’s contract number and the agency name.

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

Workers' Compensation Coverage

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

3 PROPOSAL CONTENTS

Proposals must be submitted on eight and one-half by eleven-inch (8 ½" x 11") paper with tabs separating the major sections of the proposal. 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 RFQ)
2. Qualifications/Representative Work
3. Three references

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 RFQ) 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 signed 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. Services for this project are guided by the **content characteristics**, as noted below.

PSSH Content Characteristics:

The successful applicant will ensure the 'look and feel' of the ad materials and other products or mediums of delivery will have the following attributes:

- Will be geographically targeted to the twelve-county Puget Sound region.
- Will emphasize what makes Puget Sound special and/or unique;
- Will emphasize why people choose to live here (as opposed to other places);
- Will emphasize what makes Puget Sound *residents* special and/or unique;
- Will link people with outdoor resources, especially water (fresh water, salt water, snow, streams, rivers, wetlands, and especially Puget Sound);
- Will address rural audiences in a relevant manner;
- Will be activity- centered (sports, outdoor activities, recreation, community events);
- Will interlace content relevant to people's day-to-day lived with best management practices (BMPs) for habitat and water quality.
- Will emphasize activities in three distinct areas – upland/up-basin, lowland, and aquatic areas;
- Will be high energy in appearance; and
- Will have a non-public service announcement feel/appearance.

The **services** to be provided under this project are:

1. ADMINISTRATION:

- *Conduct general project management duties*
- *Facilitate twice monthly project team meetings*
- *Provide centrally located meeting room with conference call capabilities*
- *Develop and deliver project reports*
- *Fiscal accountability and billing*

2. RADIO AND TELEVISION MEDIA:

- *Revise and use existing television ads – as determined by project team*
- *Develop new television ads*
- *Deliver Flight 1 of television ads – Spring 2012 (tentative)**
- *Deliver Flight 2 of television ads – Fall 2012 (tentative)**
**Using broadcast and cable television in the 12-County Puget Sound Region*
- *Develop new radio ads*
- *Use existing radio ads*
- *Coordinate radio ad flights with television ad flights*
- *Target ad flights to top priority audiences – determined in conjunction with the project team*

3. WEB/SOCIAL MEDIA:

- *Produce and disseminate viral video/You-Tube style videos*
- *Update PSSH website informed by previous usability tests to (a) improve navigation, (b) provide additional user content, (c) link to Puget Sound Partnership's MyPugetSound interactive site, and (d) build a base of return/repeat users*
- *Develop and place internet ads*

4. CONTENT MANAGEMENT:

- *Conduct focus groups to inform content development, and test products and messaging*
- *Develop materials for use by local organizations and municipalities, including electronic media, messages, art, television and radio ads, and style/usage guides*
- *Develop a licensing strategy, criteria and protocols for PSSH brand and associated material that might be requested for use by the private, public and non-profit sectors.*

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

3.2.1 BUSINESS INFORMATION (MANDATORY)

- A. State the name of the company, address, phone number, fax number, e-mail address, legal status of entity (ownership) and year entity was established as it now substantially exists.
- B. Provide the firm's Federal Employer Tax Identification number or Social Security number and the Washington Uniform Business Identification (UBI) number issued by the state of Washington Department of Revenue.
- C. Indicate how many employees are with the firm. Name the firm principles and their roles.
- D. Identify any state employees or former state employees employed by the Consultant or on the Consultant's governing board as of the date of the proposal. Include their position and responsibilities within the Consultant's organization. If following a review of this information, it is determined by the AGENCY that a conflict of interest exists, the Consultant may be disqualified from further consideration for the award of a contract.
- E. If the Consultant's staff or subcontractor's staff was an employee of the state of Washington during the past 24 months, or is currently a Washington State employee, identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date.
- F. If the Consultant has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the Consultant's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default.
- G. Submit full details of the terms for default, including the other party's name, address, and phone number. Present the Consultant's position on the matter. The AGENCY will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If no such termination for default has been experienced by the Consultant in the past five years, so indicate.

3.2.2 QUALIFICATIONS

1. EXPERIENCE (SCORED)

Describe the firm's:

- A. Experience working with clients such as Washington State to manage a multi-media education, outreach and advertising campaign;
- B. Demonstrated ability to work with public and private sector clients, to maintain good communications, a productive on-going working relationship, and complete tasks on time and within budget;
- C. Experience using research data (e.g., focus groups, polls) to develop or refine messages, and to develop public education and outreach programs;
- D. Experience negotiating the purchase and placement of ads on network and cable television.
- E. Experience producing and placing television, radio, online, print advertisements;
- F. Experience developing and implementing plans to use social media to expand a campaign;
- G. Experience producing short YouTube-style videos;
- H. Experience developing and implementing plans to use earned media to maximize coverage of an issue;
- I. Experience working with coalitions of multiple organizations, coordinating creative and strategic input and translating that into practical work plans;
- J. General knowledge and insight into the Puget Sound twelve county region, its history, the nature of its residents, and a general sense of the community's values.

2. STAFFING (SCORED)

- 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. REPRESENTATIVE WORK (SCORED)

- A. Provide examples of recent work, which are similar in scope and scale to the proposed services and content characteristics described above.
- B. Include in the description of each example:
 - a. Summary of project scope
 - b. Client(s), and client contact(s)

- c. Overall budget
- d. Measurable results of the project, such as market penetration, brand recognition, campaign awareness, and actions stimulated by the campaign
- e. Key project staff, including consultant and sub-consultant staff
- f. Those project staff from the examples that will be assigned to the work proposed in this RFQ, including their previous and proposed roles
- g. Key lessons learned
- h. Other information relevant to the execution of the proposed work

4. REFERENCE (MANDATORY)

List names, addresses, telephone 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 AGENCY to contact the references and others who may have pertinent information. Do not include current AGENCY staff as references. The AGENCY may evaluate references at the AGENCY's discretion.

5. OMWBE CERTIFICATION (OPTIONAL AND NOT SCORED)

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.

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. An evaluation team to be designated by the AGENCY, which will determine the ranking of the proposals, shall accomplish the evaluation of proposals.

AGENCY, 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 RFQ 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:

| | |
|-------------------------------|--------------------------|
| Qualifications Section – 100% | 100 points |
| Firm Experience..... | 40 points (maximum) |
| Staff Qualifications..... | 20 points (maximum) |
| Representative Work..... | 40 points (maximum) |
| Grand Total | <u>100 Points</u> |

4.4 ORAL PRESENTATIONS MAY BE REQUIRED

Oral presentations, if considered necessary by the AGENCY, may be utilized in selecting the winning proposal. The AGENCY, at its sole discretion, may elect to select the top-scoring firm(s) from the written evaluation for an oral presentation and contact the top-scoring firm(s) to schedule a date, time and location for an oral presentation. Commitments made by the Consultant at the oral interview, if any, will be considered binding.

The oral presentation shall determine the apparently successful bidder.

4.5 NOTIFICATION TO PROPOSERS

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

4.6 DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. The request for a debriefing conference must be received by the RFQ Coordinator within

three (3) business days after the Notification of Unsuccessful Consultant letter is e-mailed to the Consultant. The debriefing must be held within three (3) business days of the request.

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

4.7 PROTEST PROCEDURE

This procedure is available to Consultants who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the Consultant is allowed three (3) business days to file a protest of the acquisition with the RFQ 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 RFQ Coordinator.

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

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

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

Upon receipt of a protest, a protest review will be held by the AGENCY. The AGENCY director or an employee delegated by the director who was not involved in the procurement, will consider the record and all available facts and issue a 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 RFQ Coordinator.

The final determination of the protest shall:

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

If the AGENCY determines that the protest is without merit, the AGENCY will enter into a contract with the apparently successful contractor. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

5 RFQ ATTACHMENTS

- Attachment A Certifications and Assurances
- Attachment B Personal Service Contract Format including General Terms and Conditions (GT&Cs)

ATTACHMENT A
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 AGENCY 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 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.
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 AGENCY 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



Contract Number:
Title:

ATTACHMENT B SAMPLE PERSONAL SERVICES CONTRACT

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

| CONTRACTOR INFORMATION | Project Manager | Tax Status Information: |
|-----------------------------------------------------------------------|---------------------------|-------------------------|
| | | UBI: |
| | | TIN: |
| | | Type: |
| PSP INFORMATION | Project Manager | |
| PUGET SOUND PARTNERSHIP 326 EAST D STREET TACOMA, WA 98421-1801 | @psp.wa.gov (360) 464- | |

PURPOSE

The purpose of this contract is to

PERIOD OF PERFORMANCE

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

COMPENSATION AND PAYMENT

Total compensation payable to CONTRACTOR for satisfactory performance of the work under this Agreement shall not exceed (\$ _____). CONTRACTOR'S compensation for services rendered shall be in accordance with the budget attached as Exhibit C:

FEDERAL FUNDING INFORMATION

RECIPIENT is is NOT a subrecipient for purposes of this agreement.

Name of the Federal agency where funding originates:

Award name and number:

Award year:

CFDA#:

TERMS AND CONDITIONS

All rights and obligations of the parties to this Agreement shall be subject to and governed by the Terms and Conditions contained in the following exhibits, herein incorporated by reference. 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. This Agreement cover sheet
3. Special terms and conditions as contained in this basic Agreement instrument
4. Exhibit A – General Terms and Conditions
5. Exhibit B – Scope of Work
6. Exhibit C – Budget
7. Any other provision, term or material incorporated herein by reference or otherwise incorporated

**EXHIBIT A -
GENERAL TERMS AND CONDITIONS**

OFM FILING REQUIREMENT

The provisions of Chapter 39.29 RCW require PSP 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.

DEFINITIONS

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

- A. "AGENCY" shall mean the Puget Sound Partnership of the State of Washington, any division, section, office, unit or other entity of the Puget Sound Partnership, or any of the officers or other officials lawfully representing that AGENCY.
- B. "AGENT" shall mean the Director of the Puget Sound Partnership, 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.

ACCESS TO DATA

In compliance with RCW 39.29.080, the RECIPIENT shall provide access to data generated under this Agreement to PSP, 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 RECIPIENT'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 Agreement shall be made by the PSP.

AMENDMENTS

This Agreement 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 RECIPIENT 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 RECIPIENT without prior written consent of the PSP.

ASSURANCES

PSP and the RECIPIENT agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

ATTORNEYS' FEES

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

BILLING PROCEDURES AND PAYMENT

PSP will pay RECIPIENT upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Agreement Manager, *not more often than monthly, to:*

*Puget Sound Partnership
Fiscal Unit
326 East D Street
Tacoma, WA 98421-1801*

Payment shall be based upon satisfactory acceptance of each deliverable or progress report submitted by the RECIPIENT. PSP 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 PSP'S satisfaction, the following:

1. a description of the work performed,
2. the progress of the project and milestones met
3. fees charged by the RECIPIENT.

Each invoice will include:

1. A progress Report or description of deliverables rendered during the period being invoiced
2. The amount being billed
3. Cumulative spent, along with a remaining balance on the contract
4. Time period during which the services were performed

The invoice shall include the Agreement reference number. 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 PSP within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the RECIPIENT.

PSP may, in its sole discretion, terminate the Agreement or withhold payments claimed by the RECIPIENT for services rendered if the RECIPIENT 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 Agreement shall be made by the PSP.

Expenses

RECIPIENT shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by PSP as reimbursable. Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. RECIPIENT shall receive compensation for travel expenses at current state travel reimbursement rates.

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 RECIPIENT certifies that the RECIPIENT is not presently debarred,

EXHIBIT A
To Attachment B Sample Contract
General Terms and Conditions

suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any Federal department or PSP. If the RECIPIENT further subawards federal resources, the RECIPIENT must ensure the same suspension/debarment requirements are followed.

COMPLIANCE WITH LAWS

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

CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

The RECIPIENT shall not use or disclose any information concerning the PSP, 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 PSP, or as may be required by law.

CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, PSP may, in its sole discretion, by written notice to the RECIPIENT terminate this Agreement 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 RECIPIENT in the procurement of, or performance under this contract.

In the event this Agreement is terminated as provided above, PSP shall be entitled to pursue the same remedies against the RECIPIENT as it could pursue in the event of a breach of the Agreement by the RECIPIENT. The rights and remedies of PSP 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.

CONFORMANCE

If any provision of this Agreement 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.

COPYRIGHT PROVISIONS

Unless otherwise provided, all materials produced under this Agreement shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the PSP. PSP 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, RECIPIENT hereby irrevocably assigns all right, title, and interest in materials, including all intellectual property rights, to PSP 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, RECIPIENT hereby grants to PSP 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 RECIPIENT warrants and represents that RECIPIENT has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the PSP.

The RECIPIENT shall exert all reasonable effort to advise the PSP, 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.

EXHIBIT A
To Attachment B Sample Contract
General Terms and Conditions

PSP shall receive prompt written notice of each notice or claim of infringement received by the RECIPIENT with respect to any data delivered under this contract. PSP shall have the right to modify or remove any restrictive markings placed upon the data by the RECIPIENT.

COVENANT AGAINST CONTINGENT FEES

The RECIPIENT warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement 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 RECIPIENT for securing business.

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

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 Agreement period.

DISALLOWED COSTS

The RECIPIENT 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 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 RECIPIENT'S name, address, and Agreement number; and
 - Be mailed to the AGENT and the other party's (respondent's) Agreement manager within 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 5 working calendar days.
3. The AGENT shall review the written statements and reply in writing to both parties within 10 working days. The AGENT may extend this period if necessary by notifying the parties.
4. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Agreement 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.

DRUG FREE WORKPLACE

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

DUPLICATE PAYMENT

EXHIBIT A
To Attachment B Sample Contract
General Terms and Conditions

PSP shall not pay the RECIPIENT, if the RECIPIENT has charged or will charge the State of Washington or any other party under any other Agreement or agreement, for the same services or expenses.

GOVERNING LAW

This Agreement 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.

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.

HOTEL AND MOTEL FIRE SAFETY ACT

RECIPIENT 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.

INDEMNIFICATION

To the fullest extent permitted by law, RECIPIENT shall indemnify, defend, and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim," as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom.

RECIPIENT'S obligations to indemnify, defend, and hold harmless includes any claim by RECIPIENT'S agents, employees, representatives, or any subcontractor or its employees.

RECIPIENT expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to RECIPIENT'S or any subcontractor's performance or failure to perform the contract. RECIPIENT'S obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

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

INDEPENDENT CAPACITY OF THE RECIPIENT

The parties intend that an independent RECIPIENT relationship will be created by this contract. The RECIPIENT and his or her employees or agents performing under this Agreement are not employees or agents of the PSP. The RECIPIENT will not hold himself/herself out as or claim to be an officer or employee of PSP or the State of Washington by reason hereof, nor will the RECIPIENT 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 RECIPIENT.

INDUSTRIAL INSURANCE COVERAGE

The RECIPIENT shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the RECIPIENT fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, PSP may collect from the RECIPIENT the full amount payable to the Industrial Insurance accident fund. PSP may deduct the amount owed by the RECIPIENT to the accident fund from the amount payable to the RECIPIENT by PSP 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 RECIPIENT.

INSURANCE

EXHIBIT A
To Attachment B Sample Contract
General Terms and Conditions

The RECIPIENT 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 RECIPIENT or subcontractor, or agents of either, while performing under the terms of this contract.

The RECIPIENT 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 Agreement activity but no less than \$1,000,000 per occurrence.

Additionally, the RECIPIENT 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 Agreement involve the use of vehicles, either owned or unowned by the RECIPIENT, 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. RECIPIENT shall instruct the insurers to give PSP thirty (30) calendar days advance notice of any insurance cancellation.

RECIPIENT shall submit to PSP within fifteen (15) calendar days of the Agreement effective date, a certificate of insurance that outlines the coverage and limits defined in the *Insurance* section. RECIPIENT shall submit renewal certificates as appropriate during the term of the contract.

LICENSING, ACCREDITATION AND REGISTRATION

The RECIPIENT 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 Agreement is not effective or binding unless made in writing and signed by the AGENT.

LOBBYING AND LITIGATION CERTIFICATION

By signing this agreement, RECIPIENT 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.

MINORITY AND WOMEN'S BUSINESS PARTICIPATION

RECIPIENT 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 Agreement and are as follows:

EXHIBIT A
To Attachment B Sample Contract
General Terms and Conditions

| | | |
|-----------------------|---------|--------|
| 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 Agreement award or rejection shall be made based on achievement or non-achievement of the goals. Achievement of the goals is encouraged, however, and RECIPIENT 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.

NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

In the event of the RECIPIENT'S non-compliance or refusal to comply with any nondiscrimination law, regulation, or policy, this Agreement may be rescinded, canceled or terminated in whole or in part, and the RECIPIENT may be declared ineligible for further contracts with the PSP. The RECIPIENT 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.

NONDISCRIMINATION

During the performance of this contract, the RECIPIENT 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 Agreement shall be protected against unauthorized use, disclosure, modification or loss. RECIPIENT shall ensure its directors, officers, employees, subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein. RECIPIENT 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 PSP or as otherwise required by law.

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

PUBLICITY

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

RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting

EXHIBIT A
To Attachment B Sample Contract
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procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by the PSP, personnel duly authorized by the PSP, 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 six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

RECYCLED PAPER

In accordance with 40 CFR 30.16, the RECIPIENT agrees to use recycled paper and double sided printing for all reports with 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.

REGISTRATION WITH DEPARTMENT OF REVENUE

The RECIPIENT 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 RECIPIENT shall provide right of access to its facilities to the PSP, 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 Agreement and prior to normal completion, PSP may terminate the Agreement under the "Termination for Convenience" clause, without the ten-day notice requirement, subject to renegotiation at the PSP'S discretion under those new funding limitations and conditions.

SEVERABILITY

The provisions of this Agreement 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.

SINGLE AUDIT ACT REQUIREMENTS

If the RECIPIENT is a Subrecipient of Federal awards as defined by the Office of Management and Budget Circular A-133, the RECIPIENT shall maintain records that identify all federal funds received and expended. Such funds shall be identified by the appropriate OMB Catalog of Federal Domestic Assistance Numbers. The RECIPIENT shall make the RECIPIENT'S records available for review or audit by officials of the Federal awarding PSP, the General Accounting Office, PSP, and the Washington State Auditor's Office. The RECIPIENT shall incorporate OMB Circular A-133 audit requirements into all contracts between the RECIPIENT and Subcontractors who are Subrecipients. The RECIPIENT shall comply with future amendments to OMB Circular A-133 and any successor or replacement Circular or regulation.

If the RECIPIENT expends \$500,000 or more in Federal awards from any and or all sources in any fiscal year, the RECIPIENT shall procure and pay for a single or program specific audit for that year. Upon completion of each audit, the RECIPIENT shall submit to the contracting officer names in this Agreement the data collection form and reporting package specified in OMB Circular A-133, reports required by the program specific guide (if applicable).

SITE SECURITY

EXHIBIT A
To Attachment B Sample Contract
General Terms and Conditions

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

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 RECIPIENTS 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 an Agreement 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 PSP of the Department of Commerce.
- (f) If the prime RECIPIENT awards subcontracts, require the prime RECIPIENT to take the steps in paragraphs (a) through (e) of this section.

SMALL BUSINESS IN RURAL AREAS (SBRAS)

If RECIPIENT awards a subcontract under this agreement, RECIPIENT 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 PSP of the U.S. Department of commerce, as appropriate.
6. Require the RECIPIENT 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 RECIPIENT keep records of SBRA's participation.

SUBCONTRACTING

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

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

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

TAXES

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

TERMINATION FOR CAUSE

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

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

PSP reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the RECIPIENT from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the RECIPIENT or a decision by PSP to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the RECIPIENT: (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 PSP provided in this Agreement 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, PSP may, by 10 calendar days written notice, beginning on the second day after the mailing, terminate this contract, in whole or in part. If this Agreement is so terminated, PSP shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

TERMINATION PROCEDURES

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

PSP shall pay to the RECIPIENT the agreed upon price, if separately stated, for completed work and services accepted by the PSP, and the amount agreed upon by the RECIPIENT and PSP 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 PSP, 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 PSP. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. PSP may withhold from any amounts due the RECIPIENT such sum as the AGENT determines to be necessary to protect PSP against potential loss or liability.

The rights and remedies of PSP 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 RECIPIENT shall:

1. Stop work under the Agreement 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 Agreement that is not terminated;

EXHIBIT A
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General Terms and Conditions

3. Assign to the PSP, in the manner, at the times, and to the extent directed by the AGENT, all of the rights, title, and interest of the RECIPIENT under the orders and subcontracts so terminated, in which case PSP 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 PSP and deliver in the manner, at the times, and to the extent directed by the AGENT any property which, if the Agreement had been completed, would have been required to be furnished to the PSP;
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 RECIPIENT and in which PSP has or may acquire an interest.

TRAFFICKING VICTIM PROTECTION ACT OF 2000 (TVPA) AS AMENDED

RECIPIENT, 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 of subawards under the award.

TREATMENT OF ASSETS

- A. Title to all property furnished by PSP shall remain in the PSP. Title to all property furnished by the RECIPIENT, for the cost of which the RECIPIENT is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in PSP upon delivery of such property by the RECIPIENT. Title to other property, the cost of which is reimbursable to the RECIPIENT under this contract, shall pass to and vest in PSP 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 PSP in whole or in part, whichever first occurs.
- B. Any property of PSP furnished to the RECIPIENT shall, unless otherwise provided herein or approved by the PSP, be used only for the performance of this contract.
- C. The RECIPIENT shall be responsible for any loss or damage to property of PSP that results from the negligence of the RECIPIENT or which results from the failure on the part of the RECIPIENT to maintain and administer that property in accordance with sound management practices.
- D. If any PSP property is lost, destroyed or damaged, the RECIPIENT shall immediately notify PSP and shall take all reasonable steps to protect the property from further damage.
- E. The RECIPIENT shall surrender to PSP all property of PSP prior to settlement upon completion, termination or cancellation of this contract
- F. All reference to the RECIPIENT under this clause shall also include RECIPIENT'S employees, agents or SUBCONTRACTORS.

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

PSP 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 <http://www.treas.gov/offices/enforcement/ofac/index.html>. Compliance with OFAC payment rules ensures that PSP 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.

EXHIBIT A
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Prior to making payment to individuals or organizations, PSP will download the current OFAC SDN file and compare it to PSP and statewide vendor files. In the event of a positive match, PSP reserves the right to: (1) make a determination of "reasonability" before taking the positive match to a higher authority, (2) seek assistance from the Washington State Office of the State Treasurer (OST) for advanced assistance in resolving the positive match, (3) comply with an OFAC investigation, if required, and/or (4) if the positive match is substantiated, notify the RECIPIENT in writing and terminate the Agreement according to the Termination for Convenience provision without making payment. PSP 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 Agreement unless stated to be such in writing and signed by authorized representative of the PSP.