



State of Washington

Washington Military Department

Emergency Management Division

Hazard Mitigation Assistance Grant Program

RFP22-005

REQUEST FOR PROPOSAL

for

Benefit Cost Analysis Technical Support

INTRODUCTION

This Request for Proposals (RFP) is a competitive procurement issued by the Washington Military Department (WMD) pursuant to RCW chapter 39.26. The Washington Military Department intends to establish and award a contract for benefit cost analysis technical support for its Hazard Mitigation Assistance (HMA) grant programs with an anticipated contract term through April 30, 2025.

This RFP is divided into 5 Sections:

- Section 1 - Deadlines and Questions
- Section 2 - Information about the Procurement
- Section 3 - How to Prepare and Submit a Proposal for this RFP
- Section 4 - Proposal Evaluation
- Section 5 - Contract Award

This RFP in no way obligates or otherwise commits the WMD to awarding a contract, and the WMD reserves the right to cancel this RFP if it is considered to be in the best interests of the WMD.

This RFP is contingent on available funding, and although the WMD anticipates immediate execution of the contract, there may be some delays in obtaining the necessary funds. This contingency on available funding may cause the WMD to postpone, alter, or cancel the project.

In addition, this RFP includes the following Attachments and Figures:

- **Attachment A1 – Bidder’s Responsiveness Checklist.** This attachment notates WMD’s review of each proposal to determine if the proposal is complete.
- **Attachment A2- Bidder’s Certification:** This attachment includes the Bidder’s acknowledgement of their compliance with the conditions of this RFP.
- **Attachment A3 – Bidder’s Profile:** This attachment identifies the information that the Bidder must provide to the WMD.
- **Attachment A4 – Contractor Certification Wage Theft Prevention:** This attachment includes the Bidder’s acknowledgement of their compliance with Washington State wage laws.
- **Attachment A5 – Contractor Certification for Executive Order 18-03 - Workers’ Rights:** This attachment includes the Bidder’s certification acknowledging if their firm requires employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.
- **Attachment A6 – Contractor Certification for Proclamation 21-14 – COVID-19 Vaccination Certification:**
This attachment includes the Bidder’s acknowledgment of their compliance with the COVID-19 vaccination requirement for contractor personnel.
- **Attachment B1 – Proposed Contract:** This attachment is the proposed form of the contract to be awarded as a result of this RFP.
- **Attachment B2 – Contract Issues List:** This attachment outlines the Bidder’s issues, if any, and proposed resolution if they have any business concerns with the form of the contract to be awarded. Note, however, that the WMD reserves the right not to modify the contract and to award the contract on the basis of a Bidder’s willingness to agree to the contract.
- **Attachment C – Complaint, Debrief, & Protest Requirements:** This attachment details the applicable requirements to file a complaint, request a debriefing conference, or file a protest regarding this RFP.
- **Attachment D – Doing Business with the State of Washington:** This attachment provides information regarding contracting with the State of Washington.

SECTION 1 – DEADLINES AND QUESTIONS

This section identifies important deadlines for this RFP and where to direct questions regarding the RFP.

Important dates: The following table identifies important dates for this RFP:

Item	Date
RFP Posting Date:	Friday, March 11, 2022
Pre-Bid Conference:	NA
RFP Questions Deadline:	Friday, March 18, 2022, by 3:00 PM PST
RFP Questions' Responses Posted:	Wednesday, March 23, 2022
Deadline for Submitting Proposals:	Monday, March 28, 2022, by 3:00 PM PST
Anticipated Announcement of Apparent Successful Bidder:	April 04, 2022
Contract ends:	April 30, 2025

The RFP (and award of the contract) is subject to complaints, debriefs, and protests as explained in **Attachment C – Complaint, Debrief & Protest Requirements**, which may impact the dates set forth above.

The WMD reserves the right to amend and modify this RFP. Only bidders who have properly registered and downloaded the original RFP directly via WEBS will receive notifications of amendments to this RFP, which bidders must download, and other correspondence pertinent to this procurement. **To be awarded a contract, bidders must be registered in WEBS.** Visit <https://fortress.wa.gov/ga/webs> to register.

Questions: Questions or concerns regarding this RFP must be directed to the following Procurement Coordinator:

RFP Procurement Coordinator	
Name:	Alyssa Pearson, Contracts & Procurement Administrator
Telephone:	253-433-5581
Email:	contracts.office@mil.wa.gov

SECTION 2 – INFORMATION ABOUT THE PROCUREMENT

2.1. PURPOSE OF THE PROCUREMENT. WMD's Emergency Management Division (WA EMD) administers the Federal Emergency Management Agency's (FEMA) Hazard Mitigation Assistance (HMA) grant programs for the State of Washington, which involves preparing and submitting several sub-

applications for federal funding consideration under the Hazard Mitigation Grant Program (HMGP), the HMGP Post-fire Program, the Building Resilient Infrastructure and Communities (BRIC) program, and the Flood Mitigation Assistance (FMA) program. For the 2020 HMA grant rounds, most project sub-applications must include a Benefit-Cost Analysis (BCA) using FEMA's required BCA 6.0 software tool.

WA EMD intends to provide comprehensive technical assistance to its Mitigation staff and selected sub-applicants to ensure the BCAs submitted for FEMA review are complete and credible. Due to the complex nature and prescribed methodology of these BCAs, the State is soliciting the services of a consultant with extensive experience in using the FEMA-required BCA software and compiling the required documentation for the full range of natural hazards affecting Washington State, especially earthquake, flooding, tsunami, wildfire, severe storms, and landslide/erosion. Some typical WA mitigation project proposals requiring BCAs include seismic retrofits for facilities and infrastructure systems; flood control measures, property elevations and acquisitions; hazardous fuels reduction (wildfire); bank and/or shoreline stabilization; and coastal vertical evacuation (tsunami).

According to 44 CFR 206.434(b)(5)(ii) to be eligible for a grant, mitigation projects must "not cost more than the anticipated value of the reduction in both direct damages and subsequent negative impacts to the area if future disasters were to occur. Both costs and benefits will be computed on a net present value basis." The Office of Management and Budget (OMB) directs most Federal agencies on how to determine cost-effectiveness for their programs. FEMA's BCA software include modules and methodologies for a range of major natural hazards and is available for free on FEMA's website. BCA version 6.0 was released in 2019 and is required for the 2020 HMA grant rounds. [FEMA's BCA website](#) has more information on the BCA process and toolkits.

The selected contractor will provide a person(s) knowledgeable by documented past experience in preparing project BCAs using the FEMA-prescribed documentation and software as described above. The selected firm should be capable of utilizing BCA version 6.0 for all proposed work, with the possible exception of landslide and/or channel migration projects involving a one-time complete loss; for those, a FEMA-provided alternate analysis tool may be used, contingent on FEMA pre-approval.

The selected contractor shall also have demonstrated experience with hazard, vulnerability and risk assessments for the major natural hazards affecting Washington State. The selected contractor shall work on this project in close coordination with WA EMD's State Hazard Mitigation Officer (SHMO) and staff, selected sub-applicants (as directed by WA EMD), and FEMA Region 10 Hazard Mitigation Specialists as required.

Mandatory Qualifications:

- Be licensed to do business within the State of Washington.
- Have insurance from an insurance carrier or carriers licensed to conduct business in the state of Washington and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports.
- Have professional experience with and demonstrated knowledge of preparing project benefit-cost analyses using the FEMA-prescribed documentation and software as described in the objectives and deliverable section of this RFP. No less than seven (7) years of professional experience in this field.

- The Bidder, their personnel, and subcontractors working on this project must demonstrate astute and highly developed diplomacy and inter-agency interface skills as well as expert technical skills in benefit-cost analysis.
- Have a verifiable record of successfully providing these services to public and organizations.

Desirable Qualification:

- The Bidder, their personnel or subcontractors should be able to provide examples of past BCA work that was reviewed and approved by FEMA and, as a result, let to FEMA HMA grant awards for the applicants, with similar project scope that demonstrate their experience with the Multi-Agency Coordination.
- Experience/familiarity with HMGP and coordination with FEMA Region 10 Hazard Mitigation personnel
- Working/coordinating with local jurisdictions on federal grant programs in the area of hazard mitigation, especially FEMA HMA grants

2.2. SCOPE OF WORK OF THE PROCUREMENT. The Bidder will describe their plan for assisting WA EMD with the following timeline and performance requirements:

- The selected contractor will commence work upon execution of the awarded contract.
- The contractor needs to be on call, and it is envisioned that the person(s) could work up to thirty (30) hours per week during application development periods, but some weeks much less or none. Workloads and timelines will be discussed and established in advance of specific deliverables.
- While most (if not all) of the work can be done remotely, the Contractor shall include any anticipated travel as part of the total contract price, and travel costs will be invoiced over the course of the contract period as they occur.
- Work activities may involve virtual meetings, conference calls and/or site visits with mitigation staff and/or sub-applicants to collect data, and office work to analyze data, prepare BCA reports and narrative, and conduct the actual BCAs.

The contract will align with multiple overlapping and ongoing HMA grant application rounds being administered by WA EMD, including DR-4481, BRIC 2021/2022, FMA 2021/2022, HMGP Post Fire, DR-4635, and others as new Declarations trigger additional HMGP rounds. Activities will include:

- Initial meeting with WA EMD Mitigation staff to discuss overall plan
- Assist selected sub-applicants with developing, conducting, or revising project BCAs for inclusion in their HMA grant sub-applications
- Assist with/conduct meetings with sub-applicants
- Correspond with WA EMD, sub-applicants, and/or FEMA staff as needed to resolve BCA issues as needed
- Assist with follow-up activities and formal appeals (for FEMA-rejected BCAs) if necessary

The specific deliverable schedule will be finalized once the contract is awarded. The deliverables themselves will be derived from the FEMA BCA Toolkit Version 6.0 and FEMA grant application guidance to include completed data documentation documents for each discrete BCA (analysis), other supporting documentation for frequency analysis and computed future losses, and additional information if so requested by FEMA in their review of the analysis.

In the technical proposal, at least one sample of a BCA of a project that the Bidder performed will be very helpful in scoring and confirming that the expected performance can be met.

- 2.3 CONTRACT TERM.** The estimated Contract Performance period is through April 30, 2025, or three years, whichever comes first. The awarded contract may be extended, if necessary, due to funding or time constraints.

SECTION 3 – HOW TO PREPARE AND SUBMIT A PROPOSAL FOR THIS RFP

This section identifies how to prepare and submit a proposal to the WMD for this RFP. By responding to this RFP and submitting a bid, bidder acknowledges having read and understood the entire RFP and accepts all information contained within this RFP.

- 3.1. BIDDER COMMUNICATIONS AND QUESTIONS.** During the RFP process, all bidder communications regarding this RFP must be directed to the Procurement Coordinator as set forth in **Section 1** of this RFP. Bidders should rely only on this RFP and written amendments to the RFP issued by the Procurement Coordinator. In no event will oral communications regarding the RFP be binding.

- Bidders are encouraged to make any inquiry regarding the RFP as early in the process as possible to allow WMD to consider and, if warranted, respond to the inquiry. If a bidder does not notify WMD of an issue, exception, addition, or omission, WMD may consider the matter waived by the bidder for protest purposes.
- If bidder inquiries result in changes to the RFP, written amendments to the RFP will be issued and posted on WEBS.
- Unauthorized contact regarding this RFP with other state employees involved with the RFP may result in bidder disqualification.

- 3.2. PRICING.** Proposal prices must include all cost components needed for the delivery of the goods and/or services as described in this RFP. A bidder's failure to identify all costs in a manner consistent with the instructions in this RFP is sufficient grounds for disqualification.

Inclusive Pricing: Bidders must identify and include all cost elements in their pricing. In the event that bidder is awarded a contract, the total price for the goods and/or services shall be bidder's price as submitted. Except as provided in the contract, there shall be no additional costs of any kind.

- 3.3. PROPOSAL SUBMITTAL CHECKLIST – REQUIRED PROPOSAL SUBMITTALS.** This section identifies the proposal submittals that must be provided to WMD to constitute a responsive proposal. The checklist provided below includes all of the documentation that must be submitted to be considered a complete proposal. Proposals that do not include the submittals identified below may be rejected as nonresponsive. In addition, a bidder's failure to complete any submittal as instructed may result in the proposal being rejected. The submittals must be delivered electronically as set forth below.

Bidders must identify each of the submittals and any supplemental materials with Bidder's name and the following naming convention:

☐ **ATTACHMENT A2 – BIDDER'S CERTIFICATION**

Complete the certification (insert name of bidder, date, and sign), attach to the proposal and submit to the Washington Military Department.

☐ **ATTACHMENT A3 – BIDDER'S PROFILE**

This document is required information for contract administration purposes. Complete as instructed and submit with the proposal to the Washington Military Department.

☐ **ATTACHMENT A4– CONTRACTOR CERTIFICATION WAGE THEFT PREVENTION**

Complete the certification (insert name of bidder, date, and sign), attach to the proposal and submit to the Washington Military Department.

☐ **ATTACHMENT A5– CONTRACTOR CERTIFICATION FOR EXECUTIVE ORDER 18-03 – WORKER'S RIGHTS**

Complete the certification (insert name of bidder, date, and sign), attach to the proposal and submit to the Washington Military Department.

☐ **ATTACHMENT A6– CONTRACTOR CERTIFICATION FOR PROCLAMATION 21-14 – COVID-19 VACCINATION CERTIFICATION**

Complete the certification (insert name of bidder, date, and sign), attach to the proposal and submit to the Washington Military Department.

☐ **ATTACHMENT B2 – CONTRACT ISSUES LIST (IF APPLICABLE)**

If Bidder has any business concerns related to **Attachment B1 – Proposed Contract**, Bidder will need to complete **Attachment B2 – Contract Issues List** template and include with the proposal to the Washington Military Department.

☐ **BIDDER'S RPF22-005 TECHNICAL AND COST PROPOSALS**

Technical proposals shall address the Scope of Work, include qualifications and resumes of key personnel, a project list of previous projects of similar or like experience, and at least two (2) professional references.

3.4. PROPOSAL FORMAT. Proposals must be complete, legible, and, as applicable, signed. Unless otherwise specified in writing by WMD, documents included must be prepared in MS Word, MS Excel, or Adobe PDF. The proposal must be signed by a person authorized to contract for the Bidder.

3.5. SUBMITTING PROPOSALS. Your proposal must be delivered as follows:

SUBMITTING PROPOSALS	
Email Proposal To:	contracts.office@mil.wa.gov <i>Subject Line:</i> <i>(Bidder Name) Response to RPF22-005</i>

The proposal must be received by the RFP Procurement Coordinator no later than **March 28, 2022, at 3:00 PM PST**. Late proposals will not be accepted and will be automatically disqualified from further consideration. All proposals and any accompanying documentation become the property of WMD and will not be returned.

Note: WMD email boxes only can accept emails that total less than 30MB in size. Bidders are cautioned to keep email sizes to less than 25MB to ease delivery. ***Zippered files cannot be accepted.***

SECTION 4 – PROPOSAL EVALUATION

This section identifies how the WMD will evaluate RFP proposals. The evaluation of the RFP response will be based only upon information provided, or associated, with the Bidder's response to this document, including references. In light of this requirement, Bidders should take every precaution to assure that references can answer all pertinent questions posed of them and that answers to RFP items are complete.

4.1. OVERVIEW. The WMD will evaluate proposals for this RFP as described below.

- The WMD reserves the right to determine a Bidder's compliance with the requirements specified in this RFP, request clarification, and to waive informalities in a proposal. An informality is an immaterial variation from the exact requirements of the competitive RFP, having no effect or merely a minor or negligible effect on quality, quantity, or performance of the services being procured, and the correction or waiver of which would not affect the relative standing of, or be otherwise prejudicial, to bidders.
- The WMD reserves the right to: (1) Waive any informality; (2) Reject any or all proposals, or portions thereof; (3) Accept any portion of the items proposed unless the bidder stipulates all or nothing in their proposal; (4) Cancel an RFP and re-solicit proposals; and/or (5) Negotiate with the highest scored responsive and responsible bidder to determine if that proposal can be improved.

- The WMD will use the following evaluation criteria for an award of a contract:

EVALUATION SCORING AND CRITERIA	
The following points/awards will be assigned to the proposal for evaluation purposes (maximums):	
Complete proposal submitted on time	Pass/Fail
Expressed understanding of the RFP goals & objectives	25 points
Familiarization & understanding of federal, state, & local laws & permits	10 points
Proposed work plan & schedule	10 points
Proposed cost & expenditures	15 points
Qualifications of Bidder & personnel assigned to work on this project	20 points
Previous projects of similar or like experience	20 points
Executive Order 18-03 certification	5 points
Total possible points:	105 points*

***Proposals not receiving a minimum score of 75 points will be disqualified**

4.2. RESPONSIVENESS. The WMD will review proposals – on a pass/fail basis to determine whether the proposal is ‘responsive’ to this RFP. This means that WMD will review each proposal to determine whether the proposal is complete (i.e., does the proposal include each of the required proposal submittals, are the submittals complete, signed, legible?). WMD reserves the right – in its sole discretion – to determine whether a proposal is responsive. Bidders whose proposals are determined to be non-responsive will be rejected and will be notified of the reasons for this rejection. See **Attachment A1** for a checklist of responsiveness.

4.3. RESPONSIBILITY ANALYSIS. The WMD will review Bidder’s responses to **Attachment A3** – Bidder’s Profile and make reasonable inquiry to determine the Bidder’s responsibility. The WMD’s assigned Evaluation Team will determine Bidder responsibility on a pass/fail basis. In determining whether the Bidder is a responsible bidder, WMD will consider the following elements:

- The ability, capacity, and skill of the Bidder to perform the contract or provide the service required;

- The character, integrity, reputation, judgment, experience, and efficiency of the Bidder;
- Whether the Bidder can perform the contract within the time specified;
- The quality of performance of previous contracts or services;
- The previous and existing compliance by the Bidder with laws relating to the contract or services; and
- Whether, within the three-year period immediately preceding the date of the proposal solicitation, the Bidder has been determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW; and
- Such other information as may be secured having a bearing on the decision to award the contract.

The WMD may request record of past performance, clarification of a Bidder's offer, on-site inspection of a Bidder's or subcontractor's facilities, or other information as necessary. WMD may use references to confirm satisfactory customer service, performance, satisfaction with service/product, knowledge of products/service/industry and timeliness. The WMD reserves the right to be its own reference. Any negative or unsatisfactory reference can be reason for rejecting a bidder as non-responsible.

4.4. REQUIREMENTS AND PRICE EVALUATION. The WMD's assigned Evaluation Team will evaluate and score Bidder's responses to this RFP.

4.5. PROCUREMENT EVALUATION FOR EXECUTIVE ORDER 18-03 (FIRMS WITHOUT MANDATORY INDIVIDUAL ARBITRATION FOR EMPLOYEES). Pursuant to RCW 39.26.160(3) (best value criteria) and consistent with Executive Order 18-03 – Supporting Workers' Rights to Effectively Address Workplace Violations (dated June 12, 2018), the WMD will evaluate bids for best value and provide a bid preference in the amount of 5 points to any bidder who certifies, pursuant to the certification in **Attachment A5** – Contractor Certification for Executive Order 18-03 – Workers' Rights, that their firm does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waiver.

4.6. CONTRACT NEGOTIATIONS. The WMD will negotiate with the Top Bidder(s) to finalize contract terms and to determine if the proposal may be improved. If, after a reasonable period of time, WMD, in its judgement, cannot reach agreement on acceptable contract terms with the Top Bidder(s), WMD may suspend negotiations and undertake negotiations with the next Bidder as determined by the evaluations.

SECTION 5 – CONTRACT AWARD

5.1 ANNOUNCEMENT OF APPARENT SUCCESSFUL BIDDER. The WMD will determine the Apparent Successful Bidder(s) (ASB). The ASB will be the responsive and responsible Bidder(s), whose proposal, in the sole opinion of the WMD, best meets the requirements of this RFP and presents the best total value to the WMD.

- Designation as an ASB does not imply that the WMD will issue an award for a contract to your firm. Rather, this designation allows the WMD to perform further analysis and ask for additional documentation. A Bidder's failure to provide requested information to WMD within ten (10) business days may result in disqualification. The Bidder must not construe this as an award, impending award, attempt to negotiate, etc. If a Bidder acts or fails to act as a result of this notification, it does so at its own risk and expense.
- Upon announcement of the ASB, bidders may request a debriefing conference as specified in **Attachment C** – Complaint, Debrief & Protest Requirements.

5.2 CONTRACT EXECUTION. Subject to protests, if any, the WMD and the ASB will enter into a contract as set forth in **Attachment B1** – Proposed Contract.

- An award, in part or full, is made and a contract formed by signature of the WMD and awarded Bidder on the contract. The WMD reserves the right to award on an all-or-nothing consolidated basis.
- Following the award of the contract, all Bidders will receive a Notice of Award, usually through an email to the Bidder's email address provided in the bidder's proposal.

BIDDER'S RESPONSIVENESS CHECKLIST

___ Proposal was submitted on or before, 3:00PM/PST, on March 28, 2022

If NO, stop here as the Proposal is immediately non-responsive.

___ Bidder provided all required attachments:

___ Attachment A2 – Bidder's Certification

___ Attachment A3 – Bidder Profile

___ Attachment A4 – Bidder's Wage Theft Certification

___ Attachment A5 – Bidder's Certification for Executive Order 18-03 - Workers' Rights

___ Attachment A6 – Bidder's Certification for Proclamation 21-14 – COVID-19 Vaccination Certification

___ Attachment B2 – Contract Issues List (if applicable)

___ Bidder's RPF22-005 Technical and Cost Proposals including:

- Qualifications & resumes of key personnel
- Project list of previous projects of similar experience
- Minimum of two (2) professional references
- Cost Proposal

___ Proposal demonstrates that the Bidder is capable/responsible to provide the services.

___ Bidder's Certification and Proposal were signed by an individual authorized to bind the Bidder to a contractual relationship.

Notes:

BIDDER'S CERTIFICATION

Bidder makes this certification as a required element of submitting this proposal, affirming the truthfulness of the facts declared here and acknowledging that the continuing compliance with these statements and all requirements of the RFP are conditions precedent to the award or continuation of the resulting Contract.

1. Bidder has read, understands, and agrees to abide by the RFP.
2. Bidder's proposal prices have been arrived at independently, without engaging in collusion, proposal rigging, or any other illegal activity, and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (a) those prices, (b) the intention to submit a proposal, or (c) the methods or factors used to calculate the prices offered. Bidder has not been and will not knowingly disclose its proposal prices, directly or indirectly, to any other bidder or competitor before award of a contract, unless otherwise required by law. No attempt has been made or will be made by the Bidder to induce any other person to submit or not to submit a proposal for the purpose of restricting competition. Bidder, however, freely may join with other persons or organizations for the purpose of presenting a proposal.
3. Bidder's attached proposal is a firm offer for a period of one hundred eighty (180) days following the proposal due date specified in the RFP. In the event of a protest, the Bidder's proposal will remain valid for an additional ninety (90) days or until the protest and any related court action is resolved, whichever is later.
4. In preparing this proposal, Bidder has not been assisted by any current or former employee of the State of Washington whose duties relate (or did relate) to this RFP, or prospective contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this proposal.
5. Bidder understands that the Washington Military Department will not reimburse Bidder for any costs incurred in the preparation of this proposal. All proposals become the property of the WMD, and Bidder claims no proprietary right to the ideas, writings, items, or samples unless so stated in the proposal.
6. Bidder is a lawful licensee or owner of the proposed solution and has all the necessary rights in the solution to grant the use to the Washington Military Department. The proposed solution and any other work performed by the Bidder hereunder does not and shall not infringe upon any United States or foreign copyright, patent, trade secret, or other proprietary right, or misappropriate any trade secret of any third-party, and Bidder has neither assigned nor otherwise entered into an agreement by which it purports to assign or transfer any right, title, or interest to any technology or intellectual property right that would conflict with its obligations under this proposal.
7. Bidder understands that its submittal of a proposal and execution of this Bidder's Certification certifies Bidder's willingness to comply with the contract if awarded such. By submitting this proposal, Bidder hereby offers to furnish materials, supplies, services and/or equipment in compliance with terms, conditions, and requirements contained in the contract.
8. Bidders are required to collect and pay Washington State sales tax, if applicable. Any such tax must be addressed and included in their proposed price quotes.
9. If working on-site, the Contractor will be required to abide by the Camp Murray Spill Response procedures to be provided to the winning bidder during the contract signing in the event of hazardous materials/substances spill during the performance of work at Camp Murray.

Name of Bidder: _____ Title: _____

Signature of Bidder: _____ Date: _____

Bidder's Profile

Company Information		
Legal Company name and address	Indicate entity type (LLC, Inc, Corp., etc.):	
	Indicate state of registration/incorporation:	
RFP Point of Contact	Name: Address: <i>(if different from above)</i> Email: Phone:	
Company's Principal Officer (President, Director, etc.).	Name/Title: Email:	
Wash. Dept. of Revenue Registration No.		
Federal Tax ID No. (TIN) If TIN is a Social Security number, provide only the last four digits. Washington Uniform Business Identification (UBI) CAGE Code		
Is your firm certified as a minority or woman owned business with OMWBE?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, provide MWBE certification no.	
Is your firm certified as Veteran Owned with Washington State Department of Veteran Affairs?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, provide WSDVA certification no.	
Gross Revenues for FY 2020 and FY 2021:	and	
Number of employees:		
Number of employees who have experience implementing the proposed solution:		

Number of years in business:	
Number of years providing the proposed solution:	
Quantity and type of customers (e.g. public sector) currently using the proposed solution:	
Has your company contracted with the state of Washington during the past 24 months?	Yes <input type="checkbox"/> No <input type="checkbox"/> Contract number and Description:
Has anyone from this company been an employee of the state of Washington during the past 24 months, or is now an employee?	Yes <input type="checkbox"/> No <input type="checkbox"/> Name: Title: Agency: Separation Date:
Has there been any material litigation against your firm within last five (5) years that your firm should reasonably believe could adversely affect its ability to meet requirements pursuant to this RFP or have a material adverse effect on your financial condition? If YES, provide a statement listing each litigation separately and explaining the relevant details:	
Provide a statement and any relevant details addressing whether your firm: <ul style="list-style-type: none"> a) is presently debarred, suspended or proposed for debarment by any federal or state department or agency. b) has within the past three (3) years been convicted of, or had a civil judgement rendered against for commission of fraud, theft, forgery or falsification. c) has within a three (3) year period preceding the RFP had one or more public transactions (federal, state, or local) terminated for cause or default. 	
IMPORTANT NOTE: Top Bidder(s) may be asked to provide Statements of Net Position and Statements of Revenues, Expenses and Changes in Net Positions for the last two (2) fiscal years, as well as any other credit and audit information to help validate Bidder's Responsibility and financial viability.	

REFERENCES

Provide a minimum of two (2) professional references for which the Bidder has delivered goods and/or services similar in scope as described in the RFP.

Reference 1	
Entity Name:	_____
Contact:	_____
Phone:	_____
Email:	_____
Reference 2	
Entity Name:	_____
Contact:	_____
Phone:	_____
Email:	_____
Reference 3	
Entity Name:	_____
Contact:	_____
Phone:	_____
Email:	_____

SUBCONTRACTORS

If applicable, identify any subcontractors who will perform services in fulfillment of contract requirements. State the nature of services to be performed and include a federal tax identification number (TIN) for each subcontractor. If TIN is a SSN, only provide the last four (4) digits. If a subcontractor is a certified minority or woman-owned business, small business or Veteran owned indicate that socio-economic status in the table below. Expand the table below as needed.

The bidder, by including subcontractor(s) as part of your signed proposal, agrees to assume responsibility for contract obligations and any liability for all actions of such subcontractors. The Washington Military Department reserves the right to approve or disapprove any subcontractor.

Subcontractor	TIN	Socio-economic Status	Services covered by Subcontractor

CONTRACTOR CERTIFICATION
WAGE THEFT PREVENTION – RESPONSIBLE BIDDER CRITERIA
WASHINGTON STATE GOODS & SERVICES CONTRACTS

Prior to awarding a contract, the Washington Military Department is required to determine that a bidder is a 'responsible bidder.' See RCW 39.26.160(2) & (4). Pursuant to RCW 39.26.160(4), the responsible bidder criteria include a contractor certification that the contractor has not willfully violated Washington's wage laws.

Procurement No.: RPF22-005

Procurement Solicitation Dated: March 11, 2022

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

☐ **NO WAGE VIOLATIONS.** This firm has NOT been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW chapters 49.46, 49.48, or 49.52 within three (3) years prior to the date of the above-referenced procurement solicitation date.

OR

☐ **VIOLATIONS OF WAGE LAWS.** This firm has been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, a provision of RCW chapters 49.46, 49.48, or 49.52 within three (3) years prior to the date of the above-referenced procurement solicitation date.

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

FIRM NAME: _____
 Name of Contractor/Bidder – Print full legal entity name of firm

By: _____
 Signature of authorized person Print Name of person making certifications for firm

Title: _____
 Title of person signing certificate Place: _____
 Print city and state where signed

Date: _____

Solicitation No.: RPF22-005

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

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

FIRM NAME: _____
Name of Contractor/Bidder – Print full legal entity name of firm

By: _____
 Signature of authorized person

Print Name of person making certifications for
 firm

Title: _____
 Title of person signing certificate

Place: _____
 Print city and state where signed

Date: _____

Bidder is to return Workers' Rights Certification with bid submittals

Contractor Certification
Proclamation 21-14 - COVID-19 Vaccination Certification

To reduce the spread of COVID-19, Washington state Governor Jay Inslee, pursuant to emergency powers authorized in RCW 43.06.220, issued Proclamation 21-14 – COVID-19 Vaccination Requirement (dated August 9, 2021), as amended by Proclamation 21-14.1 – COVID-19 Vaccination Requirement (dated August 20, 2021) and as may be amended thereafter. The Proclamation requires contractors who have goods, services, or public works contracts with a Washington state agency to ensure that their personnel (including subcontractors) who perform contract activities on-site comply with the COVID-19 vaccination requirements, unless exempted as prescribed by the Proclamation.

Solicitation No: RPF22-005

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

- ☐ *BIDDER/CONTRACTOR HAS A COVID-19 CONTRACTOR VACCINATION VERIFICATION PLAN THAT COMPLIES WITH THE VACCINATION PROCLAMATION. Bidder/Contractor:*
- ☐ *Has reviewed and understands Contractor's obligations as set forth in Proclamation 21-14 – COVID-19 Vaccination Requirement (dated August 9, 2021), as amended by Proclamation 21-14.1 – COVID-19 Vaccination Requirement (dated August 20, 2021);*
 - ☐ *Has developed a COVID-19 Vaccination Verification Plan for Contractor's personnel (including subcontractors) that complies with the above-referenced Proclamation;*
 - ☐ *Has obtained a copy or visually observed proof of full vaccination against COVID-19 for Contractor personnel (including subcontractors) who are subject to the vaccination requirement in the above-referenced Proclamation;*
 - ☐ *Complies with the requirements for granting disability and religious accommodations for Contractor personnel (including subcontractors) who are subject to the vaccination requirement in the above-referenced Proclamation;*
 - ☐ *Has operational procedures in place to ensure that any contract activities that occur in person and on-site at Agency premises (other than only for a short period of time during a given day and where any moments of close proximity to others on-site will be fleeting – e.g., a few minutes for deliveries) that are performed by Contractor personnel (including subcontractors) will be performed by personnel who are fully vaccinated or properly exempted as required by the above-referenced Proclamation;*
 - ☐ *Has operational procedures in place to enable Contractor personnel (including subcontractors) who perform contract activities on-site and at Agency premises to provide compliance documentation that such personnel are in compliance with the above-referenced Proclamation;*
 - ☐ *Will provide to Agency, upon request, Contractor's COVID-19 Vaccination Verification Plan and related records, except as prohibited by law, and will cooperate with any investigation or inquiry pertaining to the same.*

OR

- ☐ *BIDDER DOES NOT HAVE A COVID-19 CONTRACTOR VACCINATION VERIFICATION PLAN.* Bidder does not have a current COVID-19 Contractor Vaccination Verification Plan and, if designated as the Apparent Successful Bidder, Bidder would not be able to develop and provide a COVID-19 Contractor Vaccination Verification Plan to ensure that Bidder's personnel meet the COVID-19 vaccination requirements as set forth in the above-referenced Proclamation and provide the same to Agency within twenty-four (24) hours of such designation. [Note: Compliance with the Proclamation is mandatory. Bidders/Contractors who are not able to perform in compliance with the Vaccination Proclamation will not be evaluated.]

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

Firm Name: _____
Name of Contractor/Bidder – Print full legal entity name of firm

By: _____
Signature of authorized person Print Name of person making certifications for firm

Title: _____
Title of person signing certificate Place: _____
Print city and state where signed

Date: _____

**Return to Procurement Coordinator with bid response.
Failure to submit will result in disqualification.**

Proposed Contract

Washington State Military Department

CONTRACT FACE SHEET

1. Contractor Name and Address:		2. Total Contract Amount: Federal: State: Other:		3. Contract Number:	
4. Contractor's Contact Person, phone number:		5. Contract Start Date:		6. Contract End Date:	
7. MD Program Manager/phone number:		8. Data Universal Numbering System (DUNS #):		9. UBI # (state revenue):	
10. Funding Authority:					
11. Funding Source Agreement #:		12. Program Index # & OBJ/SUB-OJ		13. CFDA # & Title:	
14. Service Districts: (BY LEGISLATIVE DISTRICT): (BY CONGRESSIONAL DISTRICT):		15. Service Area by County(ies):		16. Women/Minority-Owned, State <input type="checkbox"/> Certified?: <input type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE # _____	
17. Contract Classification: <input type="checkbox"/> Purchased Services <input type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Collaborative Research <input type="checkbox"/> A/E <input type="checkbox"/> Other			18. Contract Type (check all that apply): <input type="checkbox"/> Contract <input type="checkbox"/> Grant <input type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency		
19. Contractor Selection Process: <input type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A Emergency Contract Advertised? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			20. Contractor Type (check all that apply) <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> Non-Profit <input type="checkbox"/> VENDOR <input type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> OTHER		
21. BRIEF DESCRIPTION:					
<p>IN WITNESS WHEREOF, the Department and Contractor acknowledge and accept the terms of this contract and attachments hereto and have executed this contract as of the date and year written below. This Contract Face Sheet, Special Terms and Conditions, General Terms and Conditions (Attachment A), Statement of Work (Attachment B), govern the rights and obligations of both parties to this contract.</p> <p>In the event of an inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:</p> <ul style="list-style-type: none"> (a) Applicable Federal and State Statutes and Regulations (b) Statement of Work (c) Special Terms and Conditions (d) General Terms and Conditions (e) Any other provisions of the contract incorporated by reference. <p>This contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.</p>					

WHEREAS, the parties hereto have executed this contract on the day and year last specified below.

FOR THE DEPARTMENT:

FOR THE CONTRACTOR:

Signature

Date

Regan Anne Hesse
Chief Financial Officer

Washington Military Department

APPROVED AS TO FORM:

Dierk Meierbachtol (signature on file) 11/16/2021

Assistant Attorney General

Signature

Date

for

Form 10/27/00

SPECIAL TERMS AND CONDITIONS

ARTICLE I -- COMPENSATION SCHEDULE:

This is a fixed price, reimbursement contract. Within the total Contract Amount, authorized travel, subcontracts, salaries and wages, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis unless otherwise provided in this contract. Any travel or subsistence reimbursement allowed under the contract shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or hereafter amended and in agreement with federal rates. Receipts and/or backup documentation for any approved Budget line items, including travel related expenses, that are authorized under this contract must be maintained by the Contractor and be made available upon request of the Department.

Reimbursement under the contract will only be made consistent with the contract Budget and authorized changes to the Budget.

ARTICLE II -- REPORTS:

In addition to the reports as may be required elsewhere in this contract, the Contractor shall prepare and submit the following documents and reports to the Department's Key Personnel:

Financial	# of Copies	Submission Date
Submit signed, approved invoice vouchers (state form A-19)	1	Monthly
Final Invoice (shall not exceed overall contract amount)	1	Within 30 days of the satisfactory completion of work in accordance with all terms of this Contract.

ARTICLE III -- KEY PERSONNEL:

The individuals listed below shall be considered Key Personnel. The Key Personnel for each of the parties shall be the contact person for all communications and billings regarding the performance of this Contract.

Any substitution of Contractor's Key Personnel must be made by written notification to the Military Department.

CONTRACTOR:

MILITARY DEPARTMENT:

Name		Name	
Title		Title	
E-Mail		E-Mail	
Phone		Phone	

ARTICLE IV -- ADMINISTRATIVE REQUIREMENTS:

1. The Contractor shall comply with the State Office of Financial Management (OFM) Regulations-State Administrative and Accounting Manual (SAAM).

ARTICLE V -- ADDITIONAL SPECIAL CONDITIONS AND MODIFICATION TO GENERAL CONDITIONS:

1. This contract is contingent upon the receipt of federal funds awarded for this purpose. The Contractor shall only use the funds to perform tasks as described in the Statement of Work (Attachment B) as approved by the Department.
2. **BUSINESS AUTO POLICY (BAP)**
 - a. Contractor shall maintain during the term of this contract business auto liability coverage with policy limits of no less than **\$1,000,000** combined single limit of liability per accident. The **\$1,000,000** policy limit can be achieved through a combination of primary and excess coverage, and if necessary, commercial umbrella liability insurance,

with the required policy limit applying to any "auto" as indicated on the "Description of Covered Auto Designation Symbols" on the policy form. "Any Auto" includes any type of land motor vehicle, such as private passenger autos, large trucks and delivery vans.

- b. Business auto coverage shall be written on ISO form CA 00 01 *or substitute liability form providing equivalent coverage*, published by the Insurance Services Office, Inc. (ISO). Contractor shall have the policy endorsed to provide contractual liability coverage, and provide for "covered pollution cost or expense" as provided in the 1990 or later editions of the CA 00 01 policy form.
- c. Contractor waives all rights against State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.
- d. The coverage required by this section shall be obtained through insurance carriers licensed to do business in the State of Washington.
- e. The insurance coverage required by this section shall not be subject to any self-insured retained limit of liability, liability deductible or self-insurance program.
- f. The coverage required by this section shall be written on "occurrence" based policy forms, not "claims made" policy forms.
- g. The State of Washington shall be named as an additional insured on the policy. The Contractor shall deliver to the Department certificates of insurance reflecting that the Contractor has obtained all the insurance coverage required herein.

3. **COMMERCIAL GENERAL LIABILITY (CGL)**

- a. During the term of this contract, Contractor shall maintain Commercial General Liability insurance coverage (CGL) covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than **\$1 million** per occurrence/**\$2 million** general aggregate. The **\$1,000,000** limit can be achieved through a combination of primary and, if necessary, commercial umbrella insurance.
- b. Contractor shall acquire such insurance from an insurance carrier or carriers authorized to conduct business in the state of Washington and having a rating of A-, Class VII or better, in the most recently published edition of *Best's Reports*. In the event of cancellation, non-renewal, revocation or other termination of any insurance coverage required by this contract, Contractor shall provide written notice of such to the Department within one (1) Business Day of Contractor's receipt of such notice. Failure to buy and maintain the required insurance may, at the Department's sole option, result in this Contract's termination.
- c. Contractor shall pay premiums on all insurance policies. Such insurance policies shall name the Department as an additional insured on all general liability, automobile liability, and umbrella policies. Such policies shall also reference this Contract number and shall have a condition that they not be revoked by the insurer until forty-five (45) calendar days after notice of intended revocation thereof shall have been given to the Department by the insurer.
- d. Contractor shall furnish to the Department copies of certificates of all required insurance within thirty (30) calendar days of this contract's Effective Date, and copies of renewal certificates of all required insurance

within thirty (30) days after the renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at the Department's sole option, result in this contract's termination.

- e. All insurance provided by Contractor shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State and shall include a severability of interests (cross-liability) provision.
- f. The General Aggregate limit of the CGL shall be at least twice the "each occurrence" limit, and the required CGL insurance policy shall also have a products-completed operations hazard aggregate limit of at least two times the "each occurrence" limit.
- g. The CGL insurance coverage shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability arising out of premises, operations, independent contractors, products-completed operations hazard, personal injury and advertising injury, and 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.
- h. The coverage required by this section shall not be subject to any self-insured retained limit of liability, liability deductible, or program of self-insurance.
- i. The coverage required by this section shall be written on "occurrence" based policy forms, not "claims made" policy forms.
- j. By requiring insurance herein, the Department does not represent that coverage and limits will be adequate to protect Contractor. Such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to the Department in this contract.

Attachment A

GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS**--As used throughout this contract, the following terms shall have the meaning set forth below:
 - a. **"Department"** shall mean the Washington Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department.
 - b. **"The Adjutant General"** as it is used herein shall mean the Director of the Washington Military Department. The term **"Authorized Department Representative"** shall mean those persons who have written authorization to sign Department contracts and represent Department as signed and directed by The Adjutant General.
 - c. **"Contractor"** shall mean that firm, organization, group, individual, or other entity performing services under this contract, and shall include all employees of the Contractor. It shall include any subcontractor retained by the prime Contractor as permitted under the terms of this agreement.
 - d. **"Subcontractor"** shall mean one, not in the employment of the Contractor, who is performing all or part of those services under this contract through a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.
 - e. **"WAC"** is defined and used herein to mean the Washington Administrative Code.
 - f. **"RCW"** is defined and used herein to mean the Revised Code of Washington.

2. **CONTRACTOR NOT EMPLOYEE OF AGENCY** -- The Contractor, and/or employees or agents performing under this agreement are not employees or agents of the Department in any manner whatsoever. The Contractor will not be presented as nor claim to be an officer or employee of the Department or of the State of Washington by reason hereof, nor will the Contractor make any claim, demand, or application to or for any right, privilege or benefit applicable to an officer or employee of the Department or of the State of Washington, including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW; OFM Reg. 4.3.1.1.8.

It is understood that if the Contractor is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the State of Washington in their own right.

If the Contractor is an individual currently employed by a Washington State agency, the Department shall obtain proper approval from the employing agency or institution before entering into this contract. A statement of "no conflict of interest" shall be submitted to the Department.

3. COMPLIANCE WITH APPLICABLE LAW

The Contractor and all subcontractors shall comply with, and the Department is not responsible for determining compliance with, any and all applicable federal, state, tribal government, and local laws, regulations, and/or policies. This obligation includes, but is not limited to, Ethics in Public Service (RCW 42.52); Covenant Against Contingent Fees (48 C.F.R. Sec. 52.203-5); Public Records Act (RCW 42.56); and safety and health regulations.

In the event of the Contractor's or a subcontractor's noncompliance or refusal to comply with any law or policy, the Department may rescind, cancel, or terminate the contract in whole or in part. The Contractor is responsible for any and all costs or liability arising from the Contractor's failure to comply with applicable law.

4. **NONDISCRIMINATION** -- During the performance of this agreement, the Contractor shall comply with all federal and state nondiscrimination statutes and regulations. These requirements include, but are not limited to:
 - a. **Nondiscrimination in Employment:** The Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory, mental, or physical handicap. This requirement does not apply, however, to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion to

perform work connected with the carrying on by such corporation, association, educational institution or society of its activities.

- b. The Contractor shall take action to ensure that employees are employed and treated during employment without discrimination because of their race, color, sex, sexual orientation religion, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory, mental, or physical handicap.

Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment selection for training, including apprenticeships and volunteers.

- 5. **NONCOMPLIANCE WITH NONDISCRIMINATION LAWS** -- In the event of the Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the Department. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.
- 6. **MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES** -- In accordance with the legislative findings and policies set forth in Chapter 39.19 RCW, the State of Washington encourages participation in all its contracts by MWBE firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). To the extent possible, the Contractor will solicit and encourage minority-owned and women-owned business enterprises who are certified by the OMWBE under the state of Washington certification program to apply and compete for work under this contract. Voluntary numerical MWBE participation goals have been established, and are indicated herein: Minority Business Enterprises: (MBE's): 10% and Woman's Business Enterprises (WBE's): 8%.
- 7. **SUBCONTRACTING** -- All subcontracts entered into pursuant to this contract shall incorporate this contract in full by reference. Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this contract and after original contract award, without obtaining prior written approval of the Department. Contractor shall use a competitive process in award of any contracts with subcontractors that are entered into after original contract award. The Military Department may request a copy of any and/or all subcontracts that exist for work being completed under this contract. In no event shall the existence of the subcontract operate to release or reduce the liability of the Contractor to the Department for any breach in the performance of the Contractor's duties.

This clause does not include Contracts of employment between the Contractor and personnel assigned to work under this Contract.

- 8. **INDEMNIFICATION** -- To the fullest extent permitted by the law, the Contractor expressly agrees to and shall indemnify, defend and hold harmless the State and its agencies, officials, agents and employees from and against all claims, actions, costs, damages, or expenses of any nature arising out of or incident to the Contractor's or any subcontractor's performance or failure to perform the contract. The Contractor's obligation to indemnify, defend and hold harmless also includes any claim by the Contractor's agents, employees, representatives or any subcontractor or its employees. The Contractor's obligation to defend includes payment of any costs or attorneys' fees.

The Contractor's obligation shall not include such claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents or employees and (b) the Contractor, its subcontractors, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Contractor or its subcontractors, agents, or employees.

The Contractor expressly agrees to waive its immunity under Title 51 RCW (Industrial Insurance) to the extent required to indemnify, defend, and hold harmless the State and its agencies, officials, agents or employees.

- 9. **COVENANT AGAINST CONTINGENT FEES** -- The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agency maintained by the Contractor for the purpose of securing business.

The Department shall have the right, in the event of breach of this clause by the Contractor, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

10. **NONASSIGNABILITY** -- Neither this contract, nor any claim arising under this contract, nor the work to be provided under this contract, and any claim arising thereunder, shall be assigned or delegated by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.
11. **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336**, 42 U.S.C. 12101 et seq. and its implementing regulations, 28 CFR Part 35. The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.

1. **12. RECORDS, MONITORING AND AUDIT ACCESS**

- a. The Contractor shall perform under the terms of the contract, and the Department has responsibility for reasonable and necessary monitoring of the Contractor's performance. The Department shall conduct contract monitoring activities on a regular basis. Monitoring means any planned, ongoing, or periodic activity that measures and ensures contractor compliance with the terms, conditions, and requirements of a contract. Monitoring involves prudent collection of information about Contractor operations and is not limited to site visits or the completion of formal reviews. Monitoring may include periodic contractor reporting to the Department, Department review of audit reports, invoice reviews, onsite reviews and observations, and surveys. Adequate documentation is essential for effective contract monitoring and will include copies of letters, meeting notes, and records of phone conversations as evidence that conscientious monitoring has occurred during the period of the contract.
- b. The Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the Department, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or contract. The Contractor will retain all books, records, documents, and other materials relevant to this contract for six (6) years from the date contract final payment is made hereunder, and make them available for inspection by persons authorized under this provision.
- c. The Department or the State Auditor or any of their representatives and federal officials so authorized by law, rule, regulation, or contract shall have full access to and the right to examine during normal business hours and as often as the Department or the State Auditor may deem necessary, all of the Contractor's records with respect to all matters covered in this contract. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and records of matters covered by this contract. Such rights last for six (6) years from the date final payment is made hereunder.
- d. The Contractor shall cooperate with and freely participate in any other monitoring or evaluation activities conducted by the Department that are pertinent to the intent of this contract.

13. **ACCESS TO PUBLIC RECORDS**

- a. The parties acknowledge that the Department is subject to the Public Records Act, Chapter 42.56 RCW, and that records prepared, owned, used or retained by the Department relating to the conduct of government or the performance of any governmental or proprietary function are available for public inspection or copying, except as exempt under RCW 42.56 or other statute which exempts or prohibits disclosure of specific information or records.
- b. The Contractor shall provide access to data generated under this contract to the Department and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Contractor's reports, including computer models and methodology for those models.

- c. Access to Data. The contractor shall provide access to all data generated under the contract to the Department, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. For the purposes of this requirement, "data" includes all information that supports the findings, conclusions and recommendations of the contractor's reports, including computer models and methodology for those models.

- 14. **DISCLOSURE** -- The use or disclosure by any party of any information concerning the Department for any purpose not directly connected with the administration of the Department's or the Contractor's responsibilities with respect to services provided under this contract is prohibited except by prior written consent of the Department or as required to comply with the Public Records Act or court order.

Contractor acknowledges that the Department is subject to Chapter 42.56 RCW, the Public Records Act, and that this Contract shall be a public record as defined in RCW 42.56.0.10. Any specific information that is claimed by the Contractor to be confidential or proprietary must be clearly identified as such by the Contractor. To the extent consistent with Chapter 42.56 RCW, the Department shall maintain the confidentiality of all such information marked confidential or proprietary. If a request is made to view the Contractor's information, the Department will notify the Contractor of the request and the date that such records will be released to the requester unless Contractor obtains a court order enjoining that disclosure. If the Contractor fails to obtain the court order enjoining disclosure, the Department will release the requested information on the date specified.

- 15. **RIGHTS IN DATA** -- The parties hereto agree that all works originating from this contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the Department and/or the State of Washington. Unless otherwise provided, this contractual term applies to all works including, but not limited to, reports, graphic design and logos, documents, files, pamphlets, advertisements, publications, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions prepared by an employee within the scope of employment, and also to all works specially ordered or commissioned for use as a contribution to a collective work, as a part of a motion picture or other audiovisual work, as a translation, as a supplementary work, as a compilation, as an instructional text, as a test, as answer material for a test, or as an atlas.

Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. Work delivered under the contract, but which does not originate therefrom, shall be transferred to the Department with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; provided, that such license shall be limited to the extent which the Contractor has a right to grant such a license. The Contractor shall exert all reasonable effort to advise the Department, at the time of delivery of works furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this contract. The Department shall receive prompt written notice of each notice or claim or copyright infringement received by the Contractor with respect to any works created under this contract.

The Contractor shall not affix any restrictive markings upon any works, and if such markings are affixed, the Department shall have the right at any time to modify, remove, obliterate, or ignore such markings.

- 16. **PUBLICITY** -- The Contractor agrees to submit to the Department all advertising and publicity matters relating to this contract wherein the Department's name is mentioned or language used from which the connection of the Department's name may, in the Department's judgment, be inferred or implied. The Contractor agrees not to publish or use such advertising and publicity matters without the prior written consent of the Department.

- 17. **PRIVACY** -- Personal information collected, used or acquired in connection with this contract shall be used solely for the purposes of this contract. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the Department or as provided by law. Contractor agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

The Department reserves the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the Contractor through this contract. The monitoring, auditing or investigating may include but is not limited to "salting" by the Department. Contractor shall certify return or destruction of all personal information upon expiration of this contract. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The Contractor agrees to indemnify and hold harmless the Department for any damages related to the Contractor's unauthorized use of personal information.

For purposes of this provision, personal information includes, but is not limited to, information identifiable to an individual that relates to a natural person's health, finances, education, business, use or receipt of governmental services, or other activities, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and other identifying numbers.

18. **TREATMENT OF ASSETS**

- a. Title to all property furnished by the Department shall remain with the Department. Title to all property purchased by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the Department upon delivery of such property by the vendor. Title to other property, the cost of which is reimbursable to the Contractor under the contract, shall pass to and vest in the Department upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the Department in whole or in part, whichever first occurs.
- b. Any property of the Department furnished to the Contractor shall, unless otherwise provided herein, or approved by the Department, be used only for the performance of this contract.
- c. The Contractor shall be responsible for any loss or damage to property of the Department that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- d. Upon the happening of loss or destruction of, or damage to, any Department property, the Contractor shall notify the Department thereof and shall take all reasonable steps to protect that property from further damage.
- e. The Contractor shall surrender to the Department all property of the Department prior to settlement upon completion, termination, or cancellation of this agreement.
- f. All reference to the Contractor under this clause shall include any of the Contractor's employees or agents or subcontractors.

19. **SITE SECURITY** – While on Department premises, Contractor, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security regulations.

20. **ATTORNEY'S FEES** – In the event of litigation or other action brought to enforce contract terms or alternate dispute resolution process, each party agrees to bear its own attorney's fees and costs.

21. **TAXES** – All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

22. **TRAVEL AND SUBSISTENCE REIMBURSEMENT** -- Unless the contract specifically provides for different rates, any travel or subsistence reimbursement expressly authorized under the contract shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 and the State Administrative and Accounting Manual (SAAM) Chapter 10.90 – Travel Rates, <http://www.ofm.wa.gov/policy/10.90.htm> as now existing or amended. Receipts and documentation for travel or subsistence expenses that are authorized under this contract must be maintained by the Contractor and be made available to the Department upon request.

23. **LICENSING AND ACCREDITATION STANDARDS** -- Unless exempt from registration by law, the Contractor shall complete registration with the Department of Revenue, and be responsible for payment of all taxes due on payments made under this Contract. WAC 458-20-101.

The Contractor shall comply with all applicable local, state, and federal licensing and accrediting requirements/standards, necessary in the performance of this contract. (See RCW 19.02 for state licensing

requirements/definitions.) The Contractor shall provide to the Department all identification codes/numbers that apply to the business as required in the state and federal revenue laws and regulations.

Identifications such as the State Department of Revenue number, federal employee identification number, state certification number of a minority/women-owned business enterprise, and any other applicable registration identification that may exist should be provided. The Contractor shall be responsible for payment of all related licensing, accreditation and other related fees and charges.

24. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY** -- If federal funds are the basis for this contract, 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 requested by Washington Military Department, the Contractor shall complete and sign a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for this Contract shall be incorporated into this Contract by reference.

Further, the Contractor agrees not to enter into any arrangements or contracts related to this contract with any party that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this contract by any federal department or agency.

In addition, the state debarment laws shall apply: RCW 39.19.090; RCW 39.12.065 (3).

25. **ADVANCE PAYMENTS PROHIBITED** – The Department shall make no payments in advance or in anticipation of services or supplies to be provided under this contract. Contractor shall not invoice the Department in advance of delivery of such goods or services. RCW 43.88.160; Washington State Constitution, Article VIII, § 5
26. **LOSS OR REDUCTION OF FUNDING** -- In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the Department may immediately terminate the contract in its sole discretion under the "Termination for Convenience" clause, without the ten (10) day notice requirement. Alternatively, the parties may renegotiate the terms of this contract under the "CONTRACT MODIFICATIONS" provision to comply with new funding limitations and conditions, although the Department has no obligation to do so.
27. **WAIVER OF DEFAULT** -- Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of the contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the contract unless stated to be such in writing, signed by the Director and attached to the original contract.
28. **CONTRACT MODIFICATIONS** – This contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or bind the parties hereto unless made in writing and signed by the parties. The Department and the Contractor may, from time to time, request changes to the contract. Any such changes that are *mutually agreed upon* by the parties to this contract shall be incorporated herein by written amendment to this contract. It is mutually agreed and understood that no alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and that any other understanding or agreements, oral or otherwise, are not incorporated herein and shall not be binding unless made in writing and signed by the parties hereto.
29. **LIMITATION OF AUTHORITY** -- "**Authorized Signature**" Only the assigned Authorized Signature for the Department or the assigned 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 of any clause or condition of this contract is not effective or binding unless made in writing and signed by the authorized person.
30. **DISPUTES** -- Except as otherwise provided in this contract, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution board to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The board shall consist of a representative appointed by the Department, a representative appointed by the Contractor and a third party mutually agreed upon by both

parties. The determination of the dispute resolution board shall be final and binding on the parties hereto. Each party shall bear the cost for its member of the dispute resolution board and its attorney fees and costs, and share equally the cost of the third board member.

31. **RECAPTURE OF FUNDS** -- In the event that the Contractor fails to expend funds under this Contract in accordance with state laws and/or the provisions of this Contract, the Agency reserves the right to recapture state funds in an amount equivalent to the extent of the noncompliance in addition to any other remedies available at law or in equity.

Such right of recapture shall exist for a period not to exceed six (6) years following Contract termination. Repayment by the Contractor of funds under this recapture provision shall occur within 30 days of demand. In the event that the Agency is required to institute legal proceedings to enforce the recapture provision, the Agency shall be entitled to its costs thereof, including reasonable attorneys' fees.

32. **CONFLICT OF INTEREST** -- The Department may, by written notice to the Contractor, terminate this contract if it is found after due notice and examination by The Adjutant General or the Authorized Department Representative that there is a violation of Chapter 42.52 RCW, Ethics in Public Service, or any similar statute involving the Contractor in the procurement of, or performance under, this contract.

33. **TERMINATION FOR CONVENIENCE** -- Notwithstanding any provisions of this contract, the Contractor may terminate this contract by providing written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date.

Notwithstanding any other provisions of this contract, the Department may, by ten (10) days written notice, beginning on the second day after the mailing of the written notice, terminate this contract, in whole or in part. If this contract is so terminated, the Department shall be liable only for payment required under the terms of this contract for services rendered or goods delivered prior to the effective date of termination. Upon notice of termination for convenience, the Department reserves the right to suspend all or part of the contract, withhold further payments, and prohibit the Contractor from incurring additional obligations of funds.

34. **TERMINATION OR SUSPENSION FOR CAUSE** -- In the event the Department determines the Contractor has failed to comply with the conditions of this contract in an acceptable and timely manner, the Department has the right to suspend or terminate this contract. The Department shall notify the Contractor in writing of the need to take corrective action.

If the default or violation is not corrected after ten (10) days or within a reasonable timeframe as determined by the Department, the contract shall be deemed terminated. The Department reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by the Department to terminate the contract.

In the event this contract is terminated as provided above, the Department shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. The rights and remedies of the Department 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 Adjutant General or the Authorized Department Representative makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

The termination shall be deemed to be a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default, or (2) failure to perform was outside of the Contractor's control, fault or negligence. The rights and remedies of the Department provided in this contract are not exclusive and are in addition to any other rights and remedies provided by law.

35. **TERMINATION PROCEDURE** -- Upon termination of this contract, the Department, in addition to any other rights provided in this contract, may require the Contractor to deliver to the Department any property specifically produced or acquired for the performance of such part of this contract as has been terminated.

The Department shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by the Department, and the amount agreed upon by the Contractor and the Department for (i)

completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services which are accepted by the Department, and (iv) the protection and preservation of property; provided, that if the termination is due to default, The Adjutant General or the Authorized Department Representative shall determine the extent of the liability of the Department. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. The Department may withhold from any amounts due the Contractor such sum as The Adjutant General or the Authorized Department Representative determines to be necessary to protect the Department against potential loss or liability.

The rights and remedies of the Department 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 Department, the Contractor shall:

- a. Stop work under the contract on the date, and to the extent specified, in the notice;
- b. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract as is not terminated;
- c. Assign to the Department, in the manner, at the times, and to the extent directed by The Adjutant General or the Authorized Department Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Department has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Department to the extent The Adjutant General or the Authorized Department Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the Department and deliver in the manner, at the times, and to the extent directed by the Department any property which, if the contract had been completed, would have been required to be furnished to the Department;
- f. Complete performance of such part of the work as shall not have been terminated by the Department; and
- g. Take such action as may be necessary, or as the Department may require, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the Department has or may acquire an interest.

36. **GOVERNING LAW AND VENUE** -- This contract shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the state of Washington. In the event of a lawsuit involving this contract, venue shall be proper only in Thurston County. The Contractor, by execution of this contract, acknowledges the jurisdiction of the courts of the state of Washington in this matter.
37. **SEVERABILITY** -- If any provision of this contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this contract which can be given effect without the invalid provision, and to this end the provisions of this contract are declared to be severable.
38. **DATE COMPLIANCE** -- If applicable to this contract, the Contractor is responsible for ensuring that all materials and equipment installed as part of this contract shall accurately process date/time data between year calculations, to the extent that other information technology, used in combination with the information technology being acquired, properly exchanges date/time data with it.
39. **HISTORICAL AND CULTURAL ARTIFACTS** -- The Contractor agrees that if historical, archaeological data, or cultural artifacts, relics or specimens are discovered during and as the result of contract activities such as construction, the Contractor shall immediately stop those specific activities and notify the local historical preservation officer, the state's historical preservation officer at the Washington State Department of Archeology and Historic Preservation, and the Department's contact person for this contract.
40. **INDUSTRIAL INSURANCE** -- If Vendor has operations in Washington, this section shall apply. If Vendor has no operations in Washington, this section shall NOT apply.

- a. Contractor employments excluded from mandatory coverage are listed in RCW 51.12.020 and include sole proprietors, partners, corporate officers and certain others. The Contractor may elect optional coverage for these employments.
- b. Prior to performing work under this contract, the Contractor shall provide or purchase industrial insurance coverage for the Contractor's employees, as may be required of an "employer" as defined in Title 51 RCW (Industrial Insurance), and shall maintain full compliance with Title 51 RCW during the course of this contract.

To protect the State's interest, if either the Contractor or someone employed by the Contractor is injured while performing work under the contract, the Contractor's employees should be covered by industrial insurance. The Contractor shall comply with the provisions of Title 51 RCW (Industrial Insurance). If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, the Department may collect from the Contractor the full amount payable to the Industrial Insurance accident fund. The Department may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by the Department under this contract, and transmit the deducted amount to the Department of Labor and Industries (L&I). This provision does not waive any of L&I's rights to collect from the Contractor. RCW 51.04.060. No employer or worker shall exempt himself or herself from the burden or waive the benefits of this title.

- c. The Contractor shall be prepared, upon request, to provide documentation of industrial insurance coverage for any workers employed by the Contractor. The Department will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for this Contractor, or any subcontractor or employee of the Contractor, which might arise under the industrial insurance laws during performance of duties and services under this contract.

41. **RESPONSIBILITIES OF THE PARTIES --**

Each party to this contract hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any negligent act or omissions on the part of itself, its employees, its officers, and its agents. Neither party assumes any responsibility to the other party for the consequences of any negligent claim, act, or omission of any person, agency, firm, or corporation not a part to this contract.

42. **COVID-19 CONTRACTOR VACCINATION VERIFICATION PLAN**

The Contractor represents and warrants that the Contractor has a current COVID-19 Contractor Vaccination Verification Plan to ensure that the Contractor's personnel (including subcontractors) who perform this contract on-site at Department premises, unless properly excepted or exempted by the Proclamation, are fully vaccinated for COVID-19 as of October 18, 2021 as set forth in the Governor's [Proclamation 21-14 – COVID-19 Vaccination Requirement](#) (dated August 9, 2021), as amended by [Proclamation 21-14.1 – COVID-19 Vaccination Requirement](#) (dated August 20, 2021). The Contractor further represents and warrants that the Contractor:

- a. Has reviewed and understands Contractor's obligations as set forth in [Proclamation 21-14 – COVID-19 Vaccination Requirement](#) (dated August 9, 2021), as amended by [Proclamation 21-14.1 – COVID-19 Vaccination Requirement](#) (dated August 20, 2021);
- b. Has developed a COVID-19 Vaccination Verification Plan for the Contractor's personnel (including subcontractors) that complies with the above-referenced Proclamation;
- c. Has obtained a copy or visually observed proof of full vaccination against COVID-19 for Contractor personnel (including subcontractors) who are subject to the vaccination requirement in the above-referenced Proclamation;
- d. Complies with the requirements for granting disability and religious accommodations for Contractor personnel (including subcontractors) who are subject to the vaccination requirement in the above-referenced Proclamation;
- e. Has operational procedures in place to ensure that any contract activities that occur on-site at Department premises (other than only for a short period of time during a given day and where any

moments of close proximity to others on-site will be fleeting – e.g., a few minutes for deliveries) that are performed by Contractor personnel (including subcontractors) will be performed by personnel who are fully vaccinated or properly excepted or exempted as required by the above-referenced Proclamation;

- f. Has operational procedures in place to enable Contractor personnel (including subcontractors) who perform contract activities on-site and at Department premises to provide compliance documentation that such personnel are in compliance with the above-referenced Proclamation;
- g. Will provide to Department, upon request, the Contractor's COVID-19 Vaccination Verification Plan and related records, except as prohibited by law, and will cooperate with any investigation or inquiry pertaining to the same.

43. EXECUTIVE ORDER 18-03 -WORKERS' RIGHTS

The Contractor represents and warrants that the Contractor does not require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. The Contractor further represents and warrants that, during the term of this contract, the Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

44. ACCESS TO CAMP MURRAY

Contractor and all associated sub-contractor's employees shall provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office. Contractor workforce must comply with all personal identity verification requirements as directed by DOD, DA, NGB and/or local policy.

In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes.

45. CONTRACTOR TO PAY PREVAILING WAGES OR APPLICABLE FEDERAL WAGES

Contractor shall pay the prevailing rate of wages to all workers, laborers, or mechanics employed in the performance of any part of the Work in accordance with RCW 39.12 and the rules and regulations of the Department of Labor and Industries (L&I). The schedule of prevailing wage rates for the locality or localities of the Work, is determined by the Industrial Statistician of the Department of Labor and Industries. It is the Contractor's responsibility to verify the applicable prevailing wage rate. If applicable, the Contractor shall comply with all Federal Funding requirements of the Davis Bacon Act.

Attachment B

STATEMENT OF WORK

To be completed before contract execution

Contract Issues List

INSTRUCTIONS. Issues, concerns, exceptions or objections to any of the terms or conditions contained in **Attachment B1 – Proposed Contract**, must be documented by bidders in the Contract Issues List provided below. Contract Issues List frames discussions between the Washington Military Department and bidders regarding the terms and conditions contained in the contract. In completing the Contract Issues List, bidders must describe, in business terms, a concern, exception or objection and then propose a compromise that is reasonable in light of the commitment being sought by the Washington Military Department. The Contract Issues List must provide the reason or rationale supporting the issue.

- **REDLINED DOCUMENTS WILL NOT BE REVIEWED.** Do not provide a redlined contract, paragraph or clauses. Redlined text may result in the Washington Military Department making potentially inaccurate assumptions about what bidders' specific issues or concerns might be.
- **STANDARD BIDDER CONTRACT WILL NOT BE REVIEWED.** Do not provide a copy of a bidder's or a third party's standard contract or proposed language in the proposal.
- **NO SUBSTANTIAL CHANGES.** Bidders are reminded that this is a competitive solicitation for a public contract and that the Washington Military Department cannot accept a proposal or enter into a contract that substantially changes the material terms and specifications published in this RFP. Proposals that are contingent upon WMD making substantial changes to material terms and specifications published in the RFP may be determined to be non-responsible. WMD will consider the number and nature of the items on the bidders' Contract Issues List in determining the likelihood of completing a contract with a bidder.

CONTRACT ISSUES LIST

ITEM	REFERENCE CONTRACT SECTION #	ISSUE	BIDDER PROPOSED SOLUTION/RATIONALE
1.			
2.			
3.			
4.			
5.			

COMPLAINT, DEBRIEF, & PROTEST REQUIREMENTS

This attachment details the applicable requirements for complaints, debriefs, and protests.

Complaints

This RFP offers a complaint period for bidders wishing to voice objections to this solicitation. The complaint period ends five (5) business days before the proposal due date. The complaint period is an opportunity to voice objections, raise concerns, or suggest changes that were not addressed during the Question & Answer Period or at the Pre-Bid Conference. Failure by the bidder to raise a complaint at this stage may waive its right for later consideration. The Washington Military Department will consider all complaints but is not required to adopt a complaint, in part or full. If bidder complaints result in changes to the RFP, written amendments will be issued and posted on WEBS.

- *Criteria for Complaint:* A formal complaint may be based only on one or more of the following grounds: (a) The solicitation unnecessarily restricts competition; (b) The solicitation evaluation or scoring process is unfair or flawed; or (c) The solicitation requirements are inadequate or insufficient to prepare a response.
- *Initiating A Complaint:* A complaint must: (a) Be submitted to and received by the Procurement Coordinator no less than five (5) business days prior to the deadline for proposal submittal; and (b) Be in writing (see *Form and Substance, and Other* below). A complaint clearly should articulate the basis of the complaint and include a proposed remedy.
- *Response:* When a complaint is received, the Procurement Coordinator (or designee) will consider all the facts available and respond in writing prior to the deadline for proposal submittals, unless more time is needed. The Washington Military Department is required to promptly post the response to a complaint on WEBS.
- *Response is Final:* The Procurement Coordinator's response to the complaint is final and not subject to administrative appeal. Issues raised in a complaint may not be raised again during the protest period. Furthermore, any issue, exception, addition, or omission not brought to the attention of the Procurement Coordinator prior to proposal submittal may be deemed waived for protest purposes.

Debrief Conferences

A Debrief Conference is an opportunity for a bidder and the Procurement Coordinator to meet and discuss the bidder's bid. A debrief is a required prerequisite for a bidder wishing to file a protest. Following the evaluation of the bids, the Washington Military Department will issue an announcement of the Apparent Successful Bidder (ASB). That announcement may be made by any means, but the WMD likely will use email to the Bidder's email address provided in the Bidder's Profile and all other bidders will be notified via WEBS. Bidders will have three (3) business days to request a Debrief Conference. Once a Debrief Conference is requested, WMD will offer the requesting bidder one (1) meeting opportunity and notify the Bidder of the Debrief Conference place, date, and time. The WMD will not allow the debrief process to delay the award. Therefore, bidders should plan for contingencies and alternate representatives; bidders who are unwilling or unable to attend the Debrief Conference will lose the opportunity to protest.

- *Timing:* A Debrief Conference may be requested by a bidder following announcement of the Apparent Successful Bidder.

- *Purpose of Debrief Conference:* Any bidder who has submitted a timely proposal response may request a Debrief Conference (see *Form and Substance, and Other* below). A Debrief Conference provides an opportunity for the Bidder to meet with WMD to discuss its proposal and evaluation.
- *Requesting a Debrief Conference:* The request for a Debrief Conference must be made in writing via email to the Procurement Coordinator and received within three (3) business days after the announcement of the Apparent Successful Bidder. Debrief conferences shall be conducted by telephone and may be limited by the WMD to a specified period of time. The failure of a bidder to request a debrief within the specified time and attend a debrief conference constitutes a waiver of the right to submit a protest. Any issue, exception, addition, or omission not brought to the attention of the procurement coordinator before or during the debrief conference may be deemed waived for protest purposes.

Protests

Following a Debrief Conference, a bidder may protest the award of the contract.

- *Criteria for a Protest:* A protest may be based only on one or more of the following: (a) Bias, discrimination, or conflict of interest on the part of an evaluator; (b) Error in computing evaluation scores; or (c) Non-compliance with any procedures described in the RFP.
- *Initiating a Protest:* Any bidder may protest an award to the Apparent Successful Bidder. A protest must: (a) Be submitted to and received by the Procurement Coordinator, within five (5) business days after the Bidder's Debriefing Conference (see *Form and Substance, and Other* below); (b) Be in writing; (c) Include a specific and complete statement of facts forming the basis of the protest; and (d) Include a description of the relief or corrective action requested.
- *Protest Response:* After reviewing the protest and available facts, WMD will issue a written response within ten (10) business days from receipt of the protest, unless additional time is needed.
- *Decision is Final:* The protest decision is final and not subject to administrative appeal. If the protesting bidder does not accept WMD's protest response, the bidder may seek relief in Thurston County Superior Court.

Communication During Complaints, Debriefs, and Protests

All communications about this RFP, including complaints, debriefs, and protests, must be addressed to the Procurement Coordinator unless otherwise directed.

- *Form, Substance, & Other:* All complaints, requests for debrief, and protests must (a) Be in writing; (b) Be signed by the complaining or protesting bidder or an authorized agent, unless sent by email; (c) Be delivered within the time frame(s) outlined herein; (d) Identify the solicitation by WMD number; (e) Conspicuously state "Complaint," "Debrief" or "Protest" in any subject line of any correspondence or email; and (f) Be sent to the address identified in the table below.

- *Complaints & Protests:* All complaints and protests must (a) State all facts and arguments on which the complaining or protesting bidder is relying as the basis for its action; and (b) Include any relevant documentation or other supporting evidence.

Format to submit a Complaint, Debrief, or Protest

Complaint Email

To: Send to the Procurement Coordinator listed in this RFP.

Subject line must include "Complaint"

Debrief Conference Email

To: Send to the Procurement Coordinator listed in this RFP.

Subject line must include "Debrief"

Protest Email

To: Send to the procurement coordinator listed in this RFP.

Subject line must include "Protest"

DOING BUSINESS WITH THE STATE OF WASHINGTON

Washington's Public Records Disclosure Act

All documents submitted by bidders to The Washington Military Department as part of this procurement will become public records. Such records are subject to public disclosure unless specifically exempt under [RCW chap. 42.56](#). The Washington Military Department strongly discourages submittal of confidential material – i.e. any portion of your submittal clearly marked “Confidential,” “Proprietary,” or “Trade Secret” (or the equivalent). In the event The Washington Military Department receives a public records request, for such documents, WMD will notify such bidder of the date of disclosure, and it is that bidder's responsibility to take legal action to block disclosure if it chooses to do so. The Washington Military Department will not withhold or redact your documents without a court order requiring such action.

Economic Goals

In support of the state's economic goals, although not an award factor (unless otherwise specified herein), bidders are encouraged to consider the following in responding to this RFP:

- Support for a diverse supplier pool, including small, veteran-owned, minority-owned and women-owned business enterprises. The Washington Military Department has established for this RFP voluntary numerical goals of:
 - 10 percent women-owned businesses (WBE);
 - 6 percent minority-owned businesses (MBE);
 - 5 percent small businesses (SB);
 - 5 percent veteran-owned businesses (VB).

Achievement of these goals is encouraged whether directly or through subcontractors. Bidders may contact the [Office of Minority and Women's Business Enterprises](#) for information on certified firms or to become certified.

- The Washington Military Department is directed, by the Washington State Legislature, to “develop procurement policies, procedures, and materials that encourage and facilitate state agency purchase of goods and services from Washington small businesses.” See RCW 39.26.005.
- Veterans and U.S. active duty, reserve or National Guard service-members are eligible for the registry. The veteran or service-member must control and own at least 51 percent of the business and the business must be legally operating in the State of Washington. Control means the authority or ability to direct, regulate or influence day-to-day operations.

Environmental Goals

In support of the state's environmental goals, although not an award factor (unless otherwise specified herein), bidders are encouraged to consider the following in responding to this RFP:

- Use of environmentally preferable goods and services, including post-consumer waste and recycled content.
- Products made or grown in Washington.

Resources

- Register for free for solicitation notices at the Washington Electronic Business Solution (WEBS) www.des.wa.gov/services/ContractingPurchasing/Business/Pages/WEBSRegistration.aspx
- If you qualify as a Washington small business, identify yourself in WEBS. Call WEBS Customer Service at 360-902-7400.
- Contact the Washington State Office of Minority and Women's Business Enterprises about state and federal certification programs at Phone 866-208-1064 or www.omwbe.wa.gov
- Contact the Washington State Department of Veterans' Affairs about certification at (360) 725-2169 or www.dva.wa.gov.
- Kim Sauer, Business Diversity and Outreach Manager at the Washington State Department of Enterprise Services: (360) 407-7926 or Kim.sauer@des.wa.gov