



State of Washington

Washington Military Department

CFMO – Environmental Section

RFP23-021

REQUEST FOR PROPOSAL

for

Archeological Construction Monitoring

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 archeological monitoring of construction or ground disturbing projects required by the State of Washington Department of Archaeology & Historic Preservation (DAHP) or deemed prudent by the WMD with an initial contract term of one (1) year with the option to renew annually up to five (5) years.

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 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:	Tuesday, January 31, 2023
RFP Questions Deadline:	Tuesday, February 14, 2023
RFP Questions' Responses Posted:	Tuesday, February 21, 2023
Deadline for Submitting Proposals:	Monday, March 6, 2023, by 4:30 PM PST
Anticipated Announcement of Apparent Successful Bidder:	March 14, 2023
Contract ends:	March 31, 2024, unless extended per the RFP

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. The purpose of this Competitive Solicitation is to receive competitive bids to evaluate and, as appropriate, award a Contract for WMD to procure archeological monitoring specific services as set forth herein. Pursuant to Washington's Procurement Code for Goods and Services, RCW chap. 39.26, state agency purchases of goods

and services must be based on a competitive solicitation process in which the Contract is awarded to the lowest responsive, responsible bidder.

2.2. SCOPE OF WORK OF THE PROCUREMENT.

The Contractor is to provide archeological monitor for Washington Military Department/Washington Army National Guard (WMD/WAARNG) projects involving ground disturbing activities, as required by the DAHP or upon WMD judgement that such monitoring is needed. The sites have not been determined as it is an as needed service, but the locations will be across the state of Washington. This contract is intended to provide WMD/WAARNG with an archeologist on standby that can respond to archeological monitoring needs on various individual projects. The specific needs and costs for each project will be agreed upon by WMD and the Contractor based on project details and using the unit costs the Contractor provides in their RFP proposal. Bidders must clearly state and demonstrate in the proposal that staff working under this contract adhere to the Secretary of the Interior Professional Qualifications Standards. **Your proposal will not be evaluated if this is not in the proposal.**

The contractor must provide in their proposal unit costs per region the contractor is able to provide service (see the below region map) to complete the below listed tasks, including but not limited to:

- Per diem
- Costs per hour for
 - Field Monitoring
 - Report preparation
 - Pre-field research and monitoring plan preparation

Construction archeological monitoring tasks will vary depending on the needs and nature of each project, and could include:

- Coordination with WMD, CFMO Staff, and construction contractors for site locations and work hours (Typically between 0600 - 1700, but can change due to construction crew or facility scheduling).
- Creation of a focused monitoring plan for activities when deemed necessary for a project using best available information, agreed upon by WMD and the Contractor.
- Provide on-call service for when an archeological monitor is not able to be physically present during construction activities deemed lower risk, as agreed upon prior to ground disturbing activities by WMD and the Contractor.
- Scrutinizing ground-disturbing construction activities as they occur.
- Ensure that those ground disturbing activities do not encroach on archaeological remains.
- Verify that ground disturbing activities do not unearth previously unidentified cultural remains.
- Ensures that known sites are not impacted by project activities.
- Ensure that the inadvertent discoveries plan (IDP) is implemented as necessary. The WMD will provide an IDP with updated contacts for each project location.
- Provide Daily Reports when monitoring construction or if activated when on-call.

- Final Project Report
 - Project locations include:
 - GIS locations for the site, monitoring locations, and inadvertent discoveries.
 - Project description
 - Background information
 - Previous Archaeology (if applicable)
 - Focused monitoring plan (if necessary for project)
 - Expectations
 - Monitoring narrative w/ supporting photo documentation.
 - Summary and Recommendations
 - Sited References

If any necessary tasks fall outside the task list above, WMD and the Contractor will agree upon appropriate tasks to complete the work and the associated costs. This will only apply so long as those tasks are within the scope of this RFP and contract to ensure appropriate archeological monitoring of a ground disturbing project, amending the contract as WMD and the Contractor deems necessary.

Important Notes:

- The WMD may contract award multiple contractors to provide archeological construction monitoring due to needing statewide services.
- Please specify which region(s) you can service based off the map below.
- The contractor selected for each job will be based off price and availability. The WMD will contact the lowest bidder per region first and move down the list based off price.



Northwest = Region 1 North Central = Region 2 Olympic = Region 3
 Southwest = Region 4 South Central = Region 5 Eastern = Region 6

2.3 CONTRACT TERM. The contract will last for one (1) year from the date of contract signing with options to renew annually for up to five (5) years. The awarded contract may be extended if necessary, due to funding or time constraints.

2.4 ESTIMATED CONTRACT VALUE. Although WMD does not represent or guarantee any minimum purchase from the Contract(s), WMD anticipates purchasing archeological monitoring services not to exceed a total of \$100,000 per year.

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.

- **Credit Cards (P-Cards):** In the event that bidder is awarded a Contract, the total price for the goods and/or services shall be the same regardless of whether Purchasers make payment by cash, credit card, or electronic payment. Bidder shall bear, in full, any processing or surcharge fees associated with the use of credit cards or electronic payment.

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 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 RFP23-021 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 three (3) 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 RFP23-021</i>

The proposal must be received by the RFP Procurement Coordinator no later than **March 6, 2023 at 4:30PM 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):	
Bid Responsiveness	Pass/Fail
Responsibility	Pass/Fail
Proposed cost & expenditures	30 points
Qualifications of Bidder & personnel assigned to work on this project	25 points
Previous projects of similar or like experience	30 points
State Procurement Priorities	
Executive Order 18-03	5 points
Washington Small Business	5 points
Certified Veteran-Owned Business	5 points

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 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.

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

4.5. WASHINGTON STATE PROCUREMENT PRIORITIES & PREFERENCES. WMD will apply the following Washington State procurement priorities and preferences, as set forth below, to this Competitive Solicitation

- Executive Order 18-03
- Washington Small Business
- Certified Veteran-Owned Business

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.

5.3 ADDITIONAL AWARDS. WMD reserves the right, during the resulting Contract term, to make additional Contract awards to responsive, responsible bidders who provided a bid but who were not awarded a Contract. Such awards would be on the same or substantially similar terms and conditions and would be designed to address a Contractor vacancy (e.g., a contractor is terminated or goes out of business) or be in the best interest of the State of Washington.

BIDDER'S RESPONSIVENESS CHECKLIST

___ Proposal was submitted on or before, 4:30 PM PST, on March 6, 2023

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 B2 – Contract Issues List (if applicable)

___ Bidder's RFP23-021 Technical and Cost Proposals including:

- Qualifications & resumes of key personnel
- Project list of previous projects of similar experience
- Minimum of three (3) 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

Competitive Solicitation:	No. RFP23-021		
Bidder:	Type/print full legal name of Bidder		
Bidder's Address:	Type/print Bidder's Address		
Bidder Organization Type: Check appropriate box	Corporation:	<input type="checkbox"/> Domestic	<input type="checkbox"/> Foreign
	Limited Liability Company (LLC):	<input type="checkbox"/> Domestic	<input type="checkbox"/> Foreign
	Partnership:	<input type="checkbox"/> Domestic	<input type="checkbox"/> Foreign
	Sole Proprietorship:	<input type="checkbox"/>	
State of Formation:	Type/print the state where the corporation, LLC, or partnership is formed – e.g., 'Washington' if domestic and the name of the state if 'Foreign' (i.e., not Washington)		

Bidder, through the duly authorized undersigned, makes this certification as a required element of submitting a responsive bid. Bidder certifies, to the best of its knowledge and belief, that the following are true, complete, correct, and made in good faith:

1. **UNDERSTANDING.** Bidder certifies that Bidder has read, thoroughly examined, and fully understands all of the provisions in the Competitive Solicitation (including all attachments) and the terms and conditions of the Contract and any amendments or clarifications to the Competitive Solicitation, and agrees to abide by the same.
2. **ACCURACY.** Bidder certifies that Bidder has carefully prepared and reviewed its bid and fully supports the accuracy of the same. Bidder further understands and acknowledges that WMD shall not be responsible for any errors or omission on the part of Bidder in preparing its bid. Bidder certifies that the facts declared here are true and accurate. Bidder further understands and acknowledges that the continuing compliance with these statements and all requirements of the Competitive Solicitation are conditions precedent to the award or continuation of the resulting Contract.
3. **NO COLLUSION OR ANTI-COMPETITIVE PRACTICES.** Bidder certifies that Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Competitive Solicitation. Bidder certifies that Bidder's bid prices have been arrived at independently, without engaging in collusion, bid 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 bid, or (c) the methods or factors used to calculate the prices offered. Bidder certifies that Bidder has not been and will not knowingly disclose its bid prices, directly or indirectly, to any other bidder or competitor before award of a Contract, unless otherwise required by law. Bidder certifies that Bidder has made no attempt and shall not make any attempt to induce any other person or

firm to submit or not to submit a bid for the purpose of restricting competition. Bidder, however, freely may join with other persons or organizations for the purpose of presenting a bid.

4. **FIRM OFFER.** Bidder certifies that its bid, attached hereto, is a firm offer which cannot be withdrawn for a period of one hundred eighty (180) days from and after the bid due date specified in the Competitive Solicitation. WMD may accept such bid, with or without further negotiation, at any time within such period. In the event of a protest, Bidder's bid shall remain valid for such period or until the protest and any related court action is resolved, whichever is later.
5. **CONFLICT OF INTEREST.** Bidder certifies that, in preparing this bid, Bidder has not been assisted by any current or former employee of the State of Washington whose duties relate (or did relate) to this Competitive Solicitation, 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 bid.
6. **NO REIMBURSEMENT.** Bidder certifies that Bidder understands that the State of Washington will not reimburse Bidder for any costs incurred in the preparation of this bid. All bids become the property of the State of Washington, and Bidder claims no proprietary right to the ideas, writings, items, or samples unless so stated in the bid.
7. **PERFORMANCE.** Bidder certifies that Bidder understands that its submittal of a bid and execution of this Bidder's Certification certifies bidder's willingness to comply with the Contract, if awarded such. By submitting this bid, Bidder hereby offers to furnish the goods and/or services solicited pursuant to this Competitive Solicitation in compliance with all terms, conditions, and performance requirements contained in this Competitive Solicitation and the resulting Contract or, if applicable, as detailed on a Contract Issues List, if permitted, in this Competitive Solicitation.
8. **INSURANCE.** Bidder certifies as follows (*must check one*):
 - BIDDER HAS REQUIRED INSURANCE.** Bidder has attached a current, valid Certificate of Insurance for each and all of the required insurance coverages as specified in the Contract (note: Bidder must attach the Insurance Certificate).

OR

 - BIDDER WILL OBTAIN REQUIRED INSURANCE.** Bidder does not have a current, valid Certificate of Insurance for each and all of the required insurance coverages as specified in the Contract but, if designated as the Apparent Successful Bidder, Bidder will provide such a Certificate of Insurance, without exception of any kind, to WMD within twenty-four (24) hours of such designation or notification by WMD or be deemed a nonresponsive bid.

OR

 - BIDDER DOES NOT HAVE REQUIRED INSURANCE.** As detailed on the attached explanation (Bidder to provide), Bidder does not have a current, valid Certificate of Insurance for each and all of the required insurance coverages as specified in the Contract and, if designated as the Apparent Successful Bidder would not be able to provide such a Certificate of Insurance to WMD within twenty-four (24) hours of such designation.
9. **DEBARMENT.** Bidder certifies as follows (*must check one*):
 - NO DEBARMENT.** Bidder and/or its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with any federal, state, or local governmental entity.

OR

- DEBARRED.* As detailed on the attached explanation (Bidder to provide), Bidder and/or its principals presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with a federal, state, or local governmental entity.

10. CRIMINAL OFFENSE. Bidder certifies as follows (*must check one*):

- NO CRIMINAL OFFENSE.* Bidder and its officers, directors, and managers have not, within the three (3) year period preceding the date of this Competitive Solicitation, been convicted or had a civil judgment rendered against Bidder or such officers, directors, and managers for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a governmental contract; violation of any federal or state antitrust statute; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. Bidder further certifies that Bidder and its officers, directors, and managers are not presently indicted or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in this paragraph.

OR

- CRIMINAL OFFENSE.* As detailed on the attached explanation (Bidder to provide), within the three (3) year period preceding the date of this Competitive Solicitation, Bidder or its officers, directors, or managers have been convicted or had a civil judgment rendered against Bidder or such officers, directors, or managers for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a governmental contract; violation of any federal or state antitrust statute; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

11. WAGE THEFT PREVENTION. Bidder certifies as follows (*must check one*):

- NO WAGE VIOLATIONS.* Bidder 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 49.46](#), [RCW 9.48](#), or [RCW 49.52](#) within three (3) years prior to the date of the above-referenced Competitive Solicitation date.

OR

- VIOLATIONS OF WAGE LAWS.* Bidder 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 49.46](#), [RCW 49.48](#), or [RCW 49.52](#) within three (3) years prior to the date of the above-referenced Competitive Solicitation date.

12. WORKERS' RIGHTS ([EXECUTIVE ORDER 18-03](#)). Bidder certifies as follows (*must check one*):

- NO MANDATORY INDIVIDUAL ARBITRATION CLAUSES AND CLASS OR COLLECTIVE ACTION WAIVERS FOR EMPLOYEES.* Bidder 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.

OR

- MANDATORY INDIVIDUAL ARBITRATION CLAUSES AND CLASS OR COLLECTIVE ACTION WAIVERS FOR EMPLOYEES.* Bidder requires its employees, as a condition of employment, to sign or agree to

mandatory individual arbitration clauses or class or collective action waivers.

13. TERMINATION FOR DEFAULT OR CAUSE. Bidder certifies as follows (*must check one*):

- NO TERMINATION FOR DEFAULT OR CAUSE.* Bidder has not, within the three (3) year period preceding the date of this Competitive Solicitation, had one (1) or more federal, state, or local governmental contracts terminated for cause or default.

OR

- TERMINATION FOR DEFAULT OR CAUSE.* As detailed on the attached explanation (Bidder to provide), within the three (3) year period preceding the date of this Competitive Solicitation, Bidder has had one (1) or more federal, state, or local governmental contracts terminated for cause or default.

14. TAXES. Bidder certifies as follows (*must check one*):

- TAXES PAID.* Except as validly contested, Bidder is not delinquent and has paid or has arranged for payment of all taxes due to the State of Washington and has filed all required returns and reports as applicable.

OR

- DELINQUENT TAXES.* As detailed on the attached explanation (Bidder to provide), Bidder has not paid or arranged for payment of all taxes due to the State of Washington and/or has not timely filed all required returns and reports as applicable.

15. LAWFUL REGISTRATION. Bidder, if conducting business other than as a sole proprietorship (e.g., Bidder is a corporation, limited liability company, partnership) certifies as follows (*must check one*):

- CURRENT LAWFUL REGISTRATION.* Bidder is in good standing in the State of Washington and the jurisdiction where Bidder is organized, including having timely filed all required annual reports.

OR

- DELINQUENT REGISTRATION.* As detailed on the attached explanation (Bidder to provide), Bidder currently is not in good standing in the State of Washington and/or the jurisdiction where Bidder is organized.

16. REGISTRATION WITH WASHINGTON SECRETARY OF STATE. Bidder certifies as follows (*must check one*):

- BIDDER IS REGISTERED WITH WASHINGTON SECRETARY OF STATE.* Bidder is registered with the Washington Secretary of State, is in good standing, and has the following Unified Business Identifier (UBI) number: ____ ____ ____.

OR

- BIDDER WILL REGISTER WITH WASHINGTON SECRETARY OF STATE.* Bidder is not registered with the Washington Secretary of State but, if designated as the Apparent Successful Bidder, Bidder will register with the Washington Secretary of State and obtain a UBI number within twenty-four (24) hours of such designation or notification by WMD or be deemed a nonresponsive bid.

OR

- BIDDER IS NOT REGISTERED WITH WASHINGTON SECRETARY OF STATE.* Bidder is not registered with the Washington Secretary of State and Bidder declines to register with the Washington Secretary of State. *Note:* WMD requires all awarded bidders (including Washington firms

and out of state firms) to be registered with the Washington Secretary of State. Bidders who are not registered will not be awarded a Contract.

17. REGISTRATION WITH WASHINGTON STATE DEPARTMENT OF REVENUE. Bidder certifies as follows (*must check one*):

- BIDDER IS REGISTERED WITH WASHINGTON STATE DEPARTMENT OF REVENUE.* Bidder is registered with the Washington State Department of Revenue, has a business license to do business in Washington, and has the following Unified Business Identifier (UBI) number: ____ ____ ____.

OR

- BIDDER WILL REGISTER WITH WASHINGTON STATE DEPARTMENT OF REVENUE.* Bidder is not registered with the Washington State Department of Revenue but, if designated as the Apparent Successful Bidder, Bidder will register with the Washington State Department of Revenue and obtain a business license within twenty-four (24) hours of such designation or notification by WMD or be deemed a nonresponsive bid.

OR

- BIDDER IS NOT REGISTERED WITH WASHINGTON STATE DEPARTMENT OF REVENUE.* Bidder is not registered with the Washington State Department of Revenue and Bidder declines to register with the Washington State Department of Revenue. *Note:* WMD requires all awarded bidders (including Washington firms and out of state firms) to be registered with the Washington State Department of Revenue. Bidders who are not registered will not be awarded a Contract.

18. SUBCONTRACTORS. Bidder certifies as follows (*must check one*):

- NO SUBCONTRACTORS.* If awarded a Contract, Bidder will not utilize subcontractors to provide the goods and/or services subject to this Competitive Solicitation.

OR

- SUBCONTRACTORS.* As detailed on the attached explanation (Bidder to provide), If awarded a Contract, Bidder will utilize subcontractors to provide the goods and/or services subject to this Competitive Solicitation. In such event, Bidder certifies that, as to WMD, Bidder shall retain responsibility for its subcontractors, including, without limitation, liability for any subcontractor's acts or omissions. *Note:* Bidder must provide the precise legal name (including state of organization), business address, and federal tax identification number (TIN) for each subcontractor. *Note:* Do not provide any SSN.

19. WASHINGTON SMALL BUSINESS. Bidder certifies as follows (*must check one*):

- WASHINGTON SMALL BUSINESS.* Bidder is a Washington Small Business as defined in RCW 39.26.010. To qualify as a Washington Small Business, Bidder must meet three (3) requirements:

- *Location.* Bidder's principal office/place of business must be located in and identified as being in the State of Washington. A principal office or principal place of business is a firm's headquarters where business decisions are made and the location for the firm's books and records as well as the firm's senior management personnel.
- *Size.* Bidder must be owned and operated independently from all other businesses and have either: (a) fifty (50) or fewer employees; or (b) gross revenue of less than seven million dollars (\$7,000,000) annually as reported on Bidder's federal income tax return or its return filed with the Washington State Department of Revenue over the previous three consecutive years.

- *WEBS Certification.* Bidder must have certified its Washington Small Business status in Washington’s Electronic Business Solution ([WEBS](#)).

OR

- NOT WASHINGTON SMALL BUSINESS.* Bidder is not a Washington Small Business as defined in RCW 39.26.010.

20. VETERAN-OWNED BUSINESS. Bidder certifies as follows (*must check one*):

- CERTIFIED VETERAN-OWNED BUSINESS.* Bidder is a Certified Veteran-Owned Business under RCW 43.60A.190. To qualify as a Certified Veteran-Owned Business, Bidder must meet four (4) requirements:

- *51% Ownership.* Bidder must be at least fifty-one percent (51%) owned and controlled by:
 - A veteran as defined as every person who at the time he or she seeks certification has received a discharge with an honorable characterization or received a discharge for medical reasons with an honorable record, where applicable, and who has served in at least one of the capacities listed in RCW 41.04.007;
 - A person who is in receipt of disability compensation or pension from the department of veterans affairs; or
 - An active or reserve member in any branch of the armed forces of the United States, including the national guard, coast guard, and armed forces reserves.
- *Washington Incorporation/Location.* Bidder must be either an entity that is incorporated in the state of Washington as a Washington domestic corporation or, if not incorporated, an entity whose principal place of business is located within the State of Washington.
- *WEBS Certification.* Bidder must have certified its Veteran-Owned business status in Washington’s Electronic Business Solution ([WEBS](#)).
- *WDVA Certification.* Bidder must have provided certification documentation to the Washington Department of Veterans’ Affairs (WDVA) and be certified by WDVA and listed as such on WDVA’s website ([WDVA – Veteran-Owned Businesses](#)).

OR

- NOT A CERTIFIED VETERAN-OWNED BUSINESS.* Bidder is not a Certified Veteran-Owned Business under RCW 43.60A.190.

21. WASHINGTON STATE ENTERPRISE LEADERSHIP COMPETENCIES – DIVERSITY, EQUITY, & INCLUSION. Bidder certifies as follows (*must check one*):

- UNDERSTANDS & WILL FOLLOW WASHINGTON STATE ENTERPRISE LEADERSHIP COMPETENCIES.* Bidder has reviewed, understands, and if awarded a Contract, will follow the [Washington State Enterprise Leadership Competencies](#) in performing such Contract and, if utilizing subcontractors, will ensure that such subcontractors also follow the *Washington State Enterprise Leadership Competencies* in performing such Contract.

OR

- DOES NOT FOLLOW WASHINGTON STATE ENTERPRISE LEADERSHIP COMPETENCIES.* Bidder does not

follow the [Washington State Enterprise Leadership Competencies](#).

22. SOFTWARE, EQUIPMENT, PERSONNEL, & SUPPLIES. Bidder certifies as follows (must check one):

HAS SOFTWARE, EQUIPMENT, PERSONNEL, & SUPPLIES. Bidder currently possess all necessary software, equipment, qualified personnel, and supplies to provide the services as defined in the solicitation.

OR

WILL OBTAIN SOFTWARE, EQUIPMENT, PERSONNEL, & SUPPLIES. Bidder does not currently possess all necessary software, equipment, qualified personnel, and supplies to provide the services as defined in the solicitation, but, if designated as the Apparent Successful Bidder, Bidder will provide evidence satisfactory to WMD that it has obtained and possess all necessary software, equipment, qualified personnel, and supplies to provide the services as defined in the solicitation, without exception of any kind, to WMD within twenty-four (24) hours of such designation or notification by WMD or be deemed a nonresponsive bid.

OR

DOES NOT HAVE SOFTWARE, EQUIPMENT, PERSONNEL, & SUPPLIES. Bidder currently does not possess all necessary software, equipment, qualified personnel, and supplies to provide the services as defined in the solicitation.

23. REFERENCES. Bidder certifies that the references provided to WMD have worked with Bidder and that such individuals and firms have full permission, without any additional requirement or release, to provide such references and information to WMD, Bidder hereby authorizes WMD (or its agent) to contact Bidder's references and others who may have pertinent information regarding Bidder's prior experience and ability to perform the Contract, if awarded. Bidder hereby authorizes such individuals and firms to provide such references and release to WMD information pertaining to the same.

Bidder further certifies that it shall provide immediate written notice to WMD if, at any time prior to a contract award, Bidder learns that any of its certifications set forth herein were erroneous when submitted or has become erroneous by reason of changed circumstances.

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 duly authorized to make these certifications on behalf of the Bidder listed herein.

BIDDER NAME:

Print Name of Bidder – Print full legal entity name of the firm submitting the Bid

By:

Signature of Bidder’s authorized person

Print Name of person making certifications for Bidder

Title:

Title of person signing certificate

Place:

Print city and state where signed

Date:

Return this Bidder’s Certification to Procurement Coordinator at:

contracts.office@mil.wa.gov

Bidder's Profile

Competitive Solicitation:	No.
Bidder:	Type/print full legal name of Bidder

BIDDER INFORMATION	
<p>Legal name of Bidder:</p> <p>Address of Bidder:</p> <p><i>Note:</i> This must match information from Bidder's Washington Business License.</p>	<p>Business Name</p> <p>Address</p> <p>City, State, Zip Code</p>
<p>Bidder's Washington State Department of Revenue Registration Number/Unified Business Identifier (UBI) Number:</p> <p><i>Note:</i> A nine digit UBI number is assigned to each registered businesses in Washington.</p>	
<p>Taxpayer Identification No. (TIN):</p> <p><i>Note:</i> Your TIN will be either a number issued by the IRS (e.g., Employer Identification Number, Federal Tax Identification Number) or a number issued by the Social Security Administration (i.e., your Social Security Number). If your TIN is a SSN, state that fact, but do NOT provide the SSN.</p>	
<p>Is your firm certified as a minority or woman owned business with the Washington State Office of Minority & Women's Business Enterprises (OMWBE)?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, provide Bidder's MWBE certification no.:</p>

BIDDER INFORMATION	
<p>Is your firm a self-certified Washington Small Business?</p> <p><i>Note: See Attachment A2 – Bidder’s Certification for criteria to qualify as a Washington Small Business</i></p> <p><i>Note: Regardless of size, a qualifying business must be owned and operated independently from all other businesses. In regard to size, the gross revenue thresholds, as reported on Bidder’s tax returns, are as follows:</i></p> <ul style="list-style-type: none"> ▪ Microbusiness: Annual gross revenue of less than one million dollars. ▪ Minibusines: Annual gross revenue of more than one million dollars, but less than three million dollars. ▪ Small Business: Annual gross revenue of less than seven million dollars over each of the three prior consecutive years. 	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, provide the location for Bidder’s principal place of business:</p> <p>If yes, what is your business size (based on annual gross revenue)?</p> <p>Microbusiness <input type="checkbox"/></p> <p>Minibusines <input type="checkbox"/></p> <p>Small Business <input type="checkbox"/></p>
<p>Is your firm certified as a Veteran-Owned Business with the Washington State Department of Veteran Affairs?</p> <p><i>Note: See Attachment A2 – Bidder’s Certification for criteria to qualify as a Certified Veteran-Owned Business.</i></p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, provide Bidder’s WDVA certification no.</p> <p>_____.</p>

CONTRACT MANAGEMENT POINTS OF CONTACT	
<p>Authorized Representative</p> <p>Name: _____</p> <p>Email: _____</p> <p>Phone: _____</p>	<p>Contract Administrator</p> <p>Name: _____</p> <p>Email: _____</p> <p>Phone: _____</p>

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.

SUB CONTACTOR (IF NECESSARY)			
Legal Name and TIN#	Address	Phone and E-mail	Services/Role

REFERENCES

Provide a minimum of three (3) commercial or government references for which bidder has delivered goods and/or services similar in scope as described in the Competitive Solicitation.

REFERENCE 1	
Company Name:	_____
Contact:	_____
Phone:	_____
Email:	_____
REFERENCE 2	
Company Name:	_____
Contact:	_____
Phone:	_____
Email:	_____
REFERENCE 3	
Company Name:	_____
Contact:	_____
Phone:	_____
Email:	_____

Return this Bidder's Profile to Procurement Coordinator at:
 contracts.office@mil.wa.gov

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. Unique Entity Identifier (UEI) #		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> <p>(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>					
<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.

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): 6%.
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, 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.

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 the employment, and also to all works specially ordered or commissioned for use as a contribution to a collective work, as 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. **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.

41. **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.

42. **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 the Department of Defense (DOD), Department of the Army (DA), National Guard Bureau (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 WMD may require changes in contractor security matters or processes.

43. **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.

44. **INSURANCE REQUIREMENTS**

INSURANCE OBLIGATION. During the Term of this Contract, Contractor shall obtain and maintain in full force and effect, at Contractor’s sole expense, the following insurance coverages:

- a. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial General Liability Insurance (and, if necessary, commercial umbrella liability insurance) covering Bodily Injury and Property Damage on an ‘occurrence form’ in the amount of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. This coverage shall include Contractual Liability insurance for the indemnity provided under this Contract.
- b. **WORKERS’ COMPENSATION INSURANCE.** Contractor shall comply with applicable Workers’ Compensation or Industrial Accident insurance providing benefits as required by law.
- c. **EMPLOYER’S LIABILITY (STOP GAP) INSURANCE.** Employer’s liability insurance (and, if necessary, commercial umbrella liability insurance) with limits not less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 bodily injury by disease policy limit.

- d. **COMMERCIAL AUTOMOBILE LIABILITY INSURANCE.** Commercial automobile liability insurance covering the ownership, maintenance, and/or use of all owned/leased, non-owned, and hired vehicles used in the performance of the Contract, with limits of not less than \$1,000,000 per accident, combined single limit for bodily injury and property damage liability. Coverage shall be provided on Insurance Services Office (ISO) form number CA 0001 or an equivalent. The required limits can be satisfied by any combination of primary, umbrella, or excess policy.

The insurance coverage limits set forth herein are the minimum. Contractor's insurance coverage shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits. Contractor waives all rights against the State of Washington for the recovery of damages to the extent such damages are covered by any insurance required herein.

INSURANCE CARRIER RATING. Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. WMD reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

ADDITIONAL INSURED. Commercial General Liability, Commercial Automobile Liability, and Pollution Liability Insurance shall include the State of Washington and all authorized Purchasers (and their agents, officers, and employees) as Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.

CERTIFICATE OF INSURANCE. Prior to execution of the Contract, Contractor shall furnish to WMD as evidence of the insurance coverage required by this Contract, a certificate of insurance satisfactory to WMD that insurance, in the above-stated kinds and minimum amounts, has been secured. In addition, no less than ten (10) days prior to coverage expiration, Contractor shall furnish to WMD an updated or renewed certificate of insurance, satisfactory to WMD, that insurance, in the above-stated kinds and minimum amounts, has been secured. Failure to maintain or provide proof of insurance, as required, will result in contract cancellation. **All policies and certificates of insurance shall include the Contract number stated on the cover of this Contract.** All certificates of Insurance and any related insurance documents shall be delivered to WMD by U.S. mail, postage prepaid, or sent via email, and shall be sent to the address or email address set forth below or to such other address or email address as WMD may specify in writing:

US Mail: Contracts Office
Attn: Alyssa Pearson
Washington Military Department
1 Militia Drive / MS: TA-20
Camp Murray, WA 98430-5092

Email: Contracts.Office@mil.wa.gov
Note: For Email notice, the Email Subject line must state:
Contract Insurance Certificate – Contract No. __-____

PRIMARY COVERAGE. Contractor's insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Purchaser. All insurance or self-insurance of the State of Washington and/or Purchasers shall be excess of any insurance provided by Contractor or subcontractors.

SUBCONTRACTORS. Contractor shall include all subcontractors as insureds under all required insurance policies. Alternatively, prior to utilizing any subcontractor, Contractor shall cause any such subcontractor to provide insurance that complies with all applicable requirements of the insurance set forth herein and shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.

WAIVER OF SUBROGATION. Contractor waives all rights of subrogation against the State of Washington and any Purchaser for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.

NOTICE OF CHANGE OR CANCELLATION. There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least sixty (60) days prior written Legal Notice by Contractor to WMD. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Contract number stated on the cover of this Contract.

EXTENDED REPORTING PERIOD. If any required insurance coverage is on a claims-made basis (rather than occurrence), Contractor shall maintain such coverage for a period of no less than three (3) years following expiration or termination of the Contract.

Attachment B

CONTRACT 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”

Attachment D

DOING BUSINESS WITH THE STATE OF WASHINGTON

Washington's Public Records Disclosure Act

This section provides additional information regarding Washington's Public Records Act and doing business with the State of Washington, including WMD's efforts to enable Washington's small, diverse, and veteran-owned businesses to compete for and participate in state procurements for goods/services.

6.1. WASHINGTON'S PUBLIC RECORDS ACT – PUBLIC RECORDS DISCLOSURE REQUESTS.

- All documents (written and electronic) submitted to WMD as part of this procurement are public records. Unless statutorily exempt from disclosure, such records are subject to disclosure *if* requested. See [RCW 42.56](#), Public Records Act. WMD strongly discourages bidders from unnecessarily submitting sensitive information (e.g., information that bidder might categorize as 'confidential,' 'proprietary,' 'sensitive,' 'trade secret,' etc.).
 - If, in bidder's judgment, Washington's Public Records Act provides an applicable statutory exemption from disclosure for certain portions of bidder's bid, please mark the precise portion(s) of the relevant page(s) of the bid that bidder believes are statutorily exempt from disclosure and identify the precise statutory basis for exemption from disclosure.
 - In addition, if, in bidder's judgment, certain portions of bidder's bid are not statutorily exempt from disclosure but are sensitive because these particular portions of bidder's bid (NOT including pricing) include highly confidential, proprietary, or trade secret information (or the equivalent) that bidder protects through the regular use of confidentiality or similar agreements and routine enforcements through court enforcement actions, please mark the precise portion(s) of the relevant page(s) of bidder's bid that include such sensitive information.
- In the event that WMD receives a public records disclosure request pertaining to information that bidder has submitted and marked either as (a) statutorily exempt from disclosure; or (b) sensitive, WMD, prior to disclosure, will do the following:
 - WMD's Public Records Officer will review any records marked by bidder as statutorily exempt from disclosure. In those situations, where the designation comports with the stated statutory exemption from disclosure, WMD will redact or withhold the document(s) as appropriate.
 - For documents marked 'sensitive' or for documents where WMD either determines that no statutory exemption to disclosure applies or is unable to determine whether the stated statutory exemption to disclosure properly applies, WMD will notify bidder, at the address provided in the bid submittal, of the public records disclosure request and identify the date that WMD intends to release the document(s) (including documents marked 'sensitive' or exempt from disclosure) to the requester unless the bidder, at bidder's sole expense, timely obtains a court order enjoining WMD from such disclosure. In the event bidder fails to timely file a motion for a court order enjoining such disclosure, WMD will release the requested document(s) on the date specified. Bidder's failure properly to identify exempted or sensitive information and timely respond after notice of request for public disclosure has been given shall be deemed a waiver by bidder of any claim that such materials are exempt or protected from disclosure.

- 6.2. **SMALL & DIVERSE BUSINESSES.** WMD in accordance with Washington law, encourages small and diverse businesses to compete for and participate in state procurements as contractors and as subcontractors to awarded bidders. See, e.g., [RCW 39.19](#) (OMWBE certified businesses); [RCW 43.60A.200](#) (WDVA certified

veteran-owned businesses); and [RCW 39.26.005](#) (Washington small businesses). In support of the state's economic goals and to support a diverse supplier pool, WMD has established the following voluntary numerical goals for WMD's Competitive Solicitations:

- Ten percent (10%) Minority-Owned Businesses certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE);
- Six percent (6%) Women-Owned Businesses certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE);
- Five percent (5%) Veteran-Owned Businesses certified by the Washington State Department of Veterans Affairs (WDVA); and
- Twenty-Five percent (25%) Washington Small Businesses, five percent (5%) of which are microbusinesses or minibusinesses as defined in RCW 39.26.010(16) and (17).

Achievement of these goals is encouraged whether directly or through subcontractors.

- **OMWBE CERTIFICATION.** Bidders may contact the Washington State [Office of Minority and Women's Business Enterprises](#) (OMWBE) regarding information on Minority-Owned and Women-Owned certified firms, state and federal certification programs, or to become certified. OMWBE can be reached by telephone, 866-208-1064, or through their website at [OMWBE](#). OMWBE-Certified firms may provide their certification information on **Attachment A3 – Bidder's Profile**.
- **WDVA CERTIFICATION.** Bidders may contact the [Washington State Department of Veterans' Affairs](#) (WDVA) for information regarding Certified Veteran-Owned businesses or to become a Certified Veteran-Owned Business. The WDVA can be reached by telephone, (360) 725-2169, or through their website at [WDVA](#). The qualification requirements to be a Certified Veteran-Owned Business are set forth in **Attachment A2 – Bidder's Certification**.
- **WASHINGTON SMALL BUSINESSES.** Bidders may contact the WMD about small and diverse business inclusion and qualification as a Washington Small Business. If you qualify as a Washington Small Business, identify yourself as such in WEBS. Call WEBS Customer Service at 360-902-7400. The qualification requirements to self-certify as a Washington Small Business are set forth in **Attachment A2 – Bidder's Certification**.

6.3. **WEBS REGISTRATION.** Individuals and firms interested in state contracting opportunities with WMD or any state agency should register for competitive solicitation notices at the Washington Electronic Business Solution (WEBS) [WEBS Registration](#). *Note:* There is no cost to register on WEBS.

6.4. **POLYCHLORINATED BIPHENYLS (PCBs) NOTICE.** Polychlorinated biphenyls, commonly known as PCBs, have adverse effects on human health and the environment. Accordingly, the State of Washington, through its procurements of goods, is trying to minimize the purchase of products with PCBs and to incentivize its contractual vendors to sell products and products-in-packaging without PCBs.

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.
- Erin Lopez, Business Diversity and Outreach Manager at the Washington State Department of Enterprise Services: (360) 407-8010 or erin.lopez@des.wa.gov.