



## REQUEST FOR PROPOSALS (RFP) RFP # 2019-133

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<https://fortress.wa.gov/ga/webs/>. Bidders are responsible for checking WEBS  
periodically to access RFP amendments or bidder questions/PSP Answers.*

<b>PROJECT TITLE:</b>	Mobilizing Funding for Puget Sound Recovery
<b>RESPONSE DUE DATE</b>	<b>September 10, 2018</b>
<b>RFP DELIVERY ADDRESS</b>	Send Proposals to: <a href="mailto:pspcontracts@psp.wa.gov">pspcontracts@psp.wa.gov</a> . Letter of submittal must be signed then scanned and submitted electronically with Bidder's Response
<b>EXPECTED TIME PERIOD FOR CONTRACT:</b>	Date of Execution through <b>July 31, 2019</b> .
<b>BIDDER ELIGIBILITY</b>	Bidders must be licensed to do business in the state of Washington. Additional eligibility is listed in Section 1.5 Minimum Qualifications.
<b>PROCUREMENT COORDINATOR:</b>	Arjean Travis, Procurement Coordinator <a href="mailto:pspcontracts@psp.wa.gov">pspcontracts@psp.wa.gov</a>

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## 1. INTRODUCTION AND SCOPE OF WORK

### 1.1 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Proposals	July 18, 2018
Bidder questions must be received no later than 3:00 p.m. PST	August 28 2018
Issue Q& A addendum to RFP	August 30, 2018
<b>Proposals due, 3:00 p.m. PST</b>	<b>September 10, 2018</b>
Evaluate proposals	September 17-21, 2018
Conduct oral interviews with finalists, if required	September 26-27, 2018
Announce “Apparent Successful Contractor” and send notification via fax or e-mail to unsuccessful Bidders	October 1, 2018
Request for debrief must be received no later than 3:00 pm PST	October 4, 2018
Hold debriefing conferences (if requested)	October 8-9, 2018
Negotiate contract	October 1-19, 2018
Protest notification must be received no later than 3:00 p.m. PST.	October 16, 2018
Begin contract work approximately	October 30, 2018

The AGENCY reserves the right to revise the above schedule.

The AGENCY reserves the right, at our discretion, to bring in the “top-scored” bidder for follow up questions.

### 1.2 SUMMARY, PURPOSE, AND BACKGROUND

**SUMMARY:** The Puget Sound Partnership (the Partnership) is seeking a development/advancement expert to help conceive and incubate a development program at the Partnership designed to be implemented through the Foundation for Puget Sound, a 501(c)(3) organization formed pursuant to RCW 90.71.240 (5) (the Foundation).

The Partnership is a state agency whose mission is to accelerate and advance the collective effort to recover and sustain Puget Sound, the nation’s largest estuary. A lack of adequate and reliable funding has severely hampered the ability of the Partnership and our partners to meet statutory mandates. As a state agency, the Partnership is restricted in the ways we can legally seek additional funding. To succeed, we need to create new relationships and partnerships that will result in the availability of adequate and reliable funding to recover and preserve Puget Sound.

**PURPOSE AND BACKGROUND:** The Partnership advances the collective recovery effort by serving three primary functions: (1) leading a collaborative effort to create a shared, science-based set of strategies and actions necessary for the recovery and protection of the Puget Sound; (2) managing shared measurement systems to ensure accountability, progress and effectiveness; and (3) supporting partners to implement the actions necessary for recovery. Those actions are submitted by hundreds of partners from various sectors and are incorporated

as “Near Term Actions” (NTAs) in the Puget Sound Action Agenda. Inclusion of these proposed actions in the Action Agenda validates the technical rigor, community vetting, and--most importantly--alignment with priority, science-based needs for Puget Sound recovery. Proposed actions in the Puget Sound Action Agenda are a firm foundation for Puget Sound recovery.

Lack of adequate funding for implementation has been the single biggest barrier faced by our partners for advancement of Puget Sound recovery efforts. Historically, the Partnership and our partners have relied primarily on local, state, and federal governmental funding which, although critical, has proven to be both insufficient and unreliable to meet identified restoration and protection needs. The pattern of significant gaps in funding secured for NTAs has remained constant, ranging from \$188 million to \$646 million. For this reason, we seek to diversify and expand the sources and amounts of funding available for Puget Sound recovery.

As funding needs have increased, so has the interest in participating in the shared recovery system. The 2014 Action Agenda contained approximately 230 proposed actions, the 2016 Action Agenda contained approximately 380 proposed actions, and more than 600 actions were submitted for the 2018 Action Agenda.

Concurrent with the interest in the community to engage in recovery projects, we are experiencing increased ecological urgency. Population growth, toxins in storm water runoff, climate disruption, decreasing salmon habitat and myriad other factors are causing harm faster than our recovery and protection efforts are able to help. Some damage in the system is bordering on irreversible, as we see continuing decline of Chinook salmon and the Southern Resident Orca whales who depend on them for survival.

We are hearing ever more loudly from all of our partners, even non-traditional ones, about their interests in finding mechanisms to support solutions. We need to develop and implement those mechanism. In 2016, the Partnership agreed with the U.S. Environmental Protection Agency about the need to develop a strategy and system that will mobilize the funding needed to implement the Action Agenda.

### **1.3 GOAL AND OBJECTIVES**

**GOAL:** Puget Sound restoration and protection, and ultimately reaching a state of resiliency, requires additional funding for a number of needs. These include funding the implementation of NTAs, but also the support of ongoing programs, scientific research, monitoring, adaptive management, and agency operations, to name a few. The goal of this contract is to implement a strategy that will initially focus on full funding of the NTAs in the Action Agenda by strategically growing the pool of resources, principally from the private and not-for-profit sectors. We wish to create and incubate a development program to be implemented through the Foundation.

**OBJECTIVES:** To achieve this goal, the Partnership is seeking an experienced fundraising consultant to:

- Create and oversee initial implementation of a development program for a feasible and effective path forward for funding the NTAs (options can include a variety of pathways: governmental approaches, such as incentives for public-private partnerships, and non-governmental approaches, such as corporate investments, grants and contributions, foundation grants, and individual contributions);
- Provide leadership to existing boards and partners to leverage their engagement in and support of that work; and

- Begin to implement the plan on an ongoing basis through the existing Foundation and, if appropriate, support the recruitment of a board and staffing for the enterprise. The Contractor would not be precluded from consideration for an ongoing role with the Foundation.

#### 1.4 SCOPE OF WORK

**Create and begin implementation of a development program that will fund, over time and on an ongoing basis, the gap in implementation funding for NTAs in the Action Agenda. The program must include the following elements:**

- **Create and submit a development program.** The program must identify all elements needed for successful fundraising and funding of the NTAs.
  - **Identify prospects.** Develop a prospect list consisting of an optimal funding mix of potential funders, including corporations, foundations, and non-governmental organizations, and individuals.
  - **Identify motivational factors for potential funders.** What messages will motivate participation by potential funders? What incentives are available to motivate participation by potential funders, such as public matching grant sources and possible tax benefits? What activities and other relationship-building contacts are necessary to motivate funder participation?
  - **Test basic planning assumptions with potential funders.** Interview prospects. Would potential funders participate in this program? At what levels? On a recurring basis? Ascertain the likelihood of success of an ongoing program.
  - **Propose optimum annual goals.** Estimate the annual operational costs and the revenue-generating potential of the program.
  - **Determine development strategies.** Identify strengths, weaknesses, and a prognosis for success/inability to reach recommended goal. Develop plan for successful implementation of the development program.
- **Launch implementation of a development program.** Work with the Executive Director and board members to finalize a plan, structure implementation and launch the plan.
  - **Identify volunteer leadership potential.** Interview potential campaign leaders and civic, business, cultural, and other community leaders who may be willing to serve a leadership role in this effort, potentially as members of the board of directors of the Foundation.
  - **Communication tools and method.** Work with the communications team to develop and implement a communication strategy to support implementation of the plan.
  - **Foundation.** Begin implementation of the plan through the Foundation.

**Prepare written report.** Synthesize and record the work performed under this RFP and provide recommendations for future steps.

#### 1.5 MINIMUM QUALIFICATIONS

Bidders must have at least two (2) years of qualified experience for the following:

- Have familiarity and relationships within the Puget Sound development community, including with community-based organizations, non-profits, affinity groups, foundations, and major corporate entities which engage in philanthropic or corporate social responsibility efforts;
- Demonstrate examples of successful development and implementation of plans or programs which resulted in funding by private sector corporations, non-profit

organizations, foundations, and/or philanthropic individuals (together, “funders”), including but not limited to annual fundraising campaigns, capital and/or endowment experience, serving previously as an advancement or development director, or in a similar capacity;

- Demonstrate ability to work highly independently and with intrinsic initiative and motivation to effectively engage colleagues and funders to deliver desired outcomes;
- Have excellent communication skills, including the ability to deliver powerful, compelling written and oral communications;
- Demonstrate knowledge of the range of development functions including donor/funder identification and solicitation, cultivation, stewardship, gift recording and reporting, and planned giving;
- Provide specific examples responsive to the minimum qualifications, including samples of completed work products; and
- Be licensed to do business in the state of Washington.

Bidders who do not meet these minimum qualifications will be rejected as non-responsive and will not receive further consideration. Any Response that is rejected as non-responsive will not be evaluated or scored.

## **1.6 FUNDING**

The overall budget for this project shall not exceed **one hundred and thirty-five thousand dollars (\$135,000)**. Proposals in excess of **\$135,000** will be rejected as non-responsive and will not be evaluated. In the event additional funding becomes available, any contract awarded through this RFP may be renegotiated to provide continued or additional related services to this contract.

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

The AGENCY reserves the right to terminate the awarded contract anytime during the period of performance due to funding, default, and/or convenience as specified under this RFP, Exhibit B of our General Terms and Conditions in our contractual agreement.

## **1.7 PERIOD OF PERFORMANCE**

The period of performance of any contract(s) resulting from this RFP is estimated to be approximately nine (9) months, subject to contract negotiations with the contract awardee, unless terminated by either party in accordance with the contractual termination clause.

The AGENCY reserves the right to extend the contract for two one-year periods.

## **1.8 CONTRACTING WITH CURRENT OR FORMER STATE EMPLOYEES**

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. Bidders should familiarize themselves with the requirements prior to submitting a proposal that includes current or former state employees.

## **1.9 DEFINITIONS**

Definitions for the purposes of this RFP include:

**Agency** – The Puget Sound Partnership is the agency of the state of Washington that is issuing this RFP.

**Apparent Successful Contractor** – The Bidder selected as the entity to perform the anticipated services, subject to completion of contract negotiations and execution of a written contract.

**Bidder** – Individual or company interested in the RFP and that may or does submit a proposal in order to attain a contract with the AGENCY.

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

**Foundation** – The private non-profit organization formed pursuant to RCW 90.71.240 (5).

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

**Request for Proposals (RFP)** – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFP is to permit the Bidder community to suggest various approaches to meet the need at a given price.

### **1.10 ADA**

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



## **2. GENERAL INFORMATION FOR BIDDERS**

### **2.1 PROCUREMENT COORDINATOR**

The Procurement Coordinator is the sole point of contact in the AGENCY for this procurement. All communication between the Bidder and the AGENCY upon release of this RFP shall be with the Procurement Coordinator, as listed on page 1 of this RFP.

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

### **2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES**

Refer to Section 1.1, Estimated Schedule of Procurement Activities, above.

The AGENCY reserves the right to revise the schedule.

### **2.3 PRE-PROPOSAL QUESTIONS**

Bidders must submit all questions in writing to the Procurement Coordinator, no later than the date and time specified in Section 1.1, above.

Agency will be bound only to Agency's written answers to questions. Questions arising in communication with the Procurement Coordinator will be documented and answered in written form. A copy of the questions and answers will be posted in WEBS as an amendment to this RFP

### **2.4 SUBMISSION OF PROPOSALS**

Date: Proposals must be submitted electronically to the Procurement Coordinator at the e-mail address specified on page 1 of this RFP.

Time: Proposals must arrive at the PSP no later than the time specified on page 1 of this RFP.

Format: Proposals must be attached to e-mail in.pdf format. . Zipped files cannot be received by the AGENCY and cannot be used for submission of proposals.

Signatures: The cover submittal letter and the Certifications and Assurances form must have a scanned signature of the individual within the organization authorized to bind the Bidder to the offer.

The AGENCY does not assume responsibility for problems with Bidder's e-mail. If the AGENCY'S email is not working, appropriate allowances will be made.

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

### **2.5 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE**

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

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

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

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

## **2.6 REVISIONS TO THE RFP**

In the event it becomes necessary to revise any part of this RFP, addenda will be published on the state WEBS website: <https://fortress.wa.gov/ga/webs>. The published questions and answers and any other pertinent information shall be provided as an addendum to the RFP and will be placed on the website.

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

## **2.7 MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION**

In accordance with chapter 39.19 RCW, the state of Washington encourages participation in all of its contracts by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation or on a subcontractor basis. However, no preference will be included in the evaluation of proposals, no minimum level of MWBE participation shall be required as a condition for receiving an award, and proposals will not be rejected or considered non-responsive on that basis.

The established annual procurement participation goals for MBE is 10% and for WBE, 4%, for this type of project. These goals are voluntary. For information on certified firms, Bidders may contact OMWBE at 360/753-9693 or <http://www.omwbe.wa.gov>.

## **2.8 ACCEPTANCE PERIOD**

Proposals must provide 180 days for acceptance by AGENCY from the due date for receipt of proposals.

## **2.9 RESPONSIVENESS**

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

non-responsive. Any Response that is rejected as non-responsive will not be evaluated or scored.

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

## **2.10 MOST FAVORABLE TERMS**

The AGENCY reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the Bidder can propose. There will be no best and final offer procedure. The AGENCY does reserve the right to contact a Bidder for clarification of its proposal.

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

## **2.11 CONTRACT AND GENERAL TERMS & CONDITIONS**

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

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

## **2.12 COSTS TO PROPOSE**

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

## **2.13 NO OBLIGATION TO CONTRACT**

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

## **2.14 REJECTION OF PROPOSALS**

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

## **2.15 COMMITMENT OF FUNDS**

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

## **2.16 ELECTRONIC PAYMENT**

The state of Washington prefers to utilize electronic payment in its transactions. The successful contractor will be provided a form to complete with the contract to authorize such payment method.

## **2.17 INSURANCE COVERAGE**

The Contractor is to furnish the Agency with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.

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

### **Liability Insurance**

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

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

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

**Employers Liability ("Stop Gap") Insurance:** In addition, the Contractor shall buy employers liability insurance and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

### **Additional Provisions**

Above insurance policy shall include the following provisions:

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

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

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

### **Workers' Compensation Coverage**

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

### **3. PROPOSAL CONTENTS**

#### **3.1 GENERAL INSTRUCTIONS**

Proposals must be written in English and submitted electronically in.pdf document format, to the Procurement Coordinator in the order noted below:

1. Letter of Submittal, including signed Certifications and Assurances (Exhibit A to this RFP),
2. Technical Proposal,
3. Management Proposal, and
4. Cost Proposal.

Proposals must provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the proposal, but should assist the Bidder in preparing a thorough response.

#### **3.2 MANDATORY AND SCORED REQUIREMENTS**

##### **3.2.1. Mandatory Requirements**

Items marked “mandatory” must be included as part of the proposal for the proposal to be considered responsive, Mandatory requirements are scored as pass or fail. The AGENCY will eliminate from the evaluation process any Bidder not fulfilling all mandatory requirements or not presenting an acceptable alternative.

Failure to meet a mandatory requirement is grounds for disqualification and shall be established by any of the following conditions:

- The Bidder states that a mandatory requirement cannot be met.
- The Bidder fails to include information requested by or necessary to substantiate that a given mandatory requirement has been met. Supplemental material may be referenced, but the answer must be complete in itself. An answer of “will comply” is not sufficient substantiation.
- The Bidder presents the information requested by this solicitation document in a manner inconsistent with the instructions stated by any portion of this solicitation document.
- Customer references or other investigative practices identify the Bidder’s inability to comply with one or more of the mandatory requirements.

##### **3.2.2. Scored Requirements**

Items marked “scored” are those that are awarded points as part of the evaluation conducted by the evaluation team. Bidders are required to respond to all scored requirements. Because scored requirements represent the minimum level the AGENCY will accept; they are evaluated and scored on a scale as defined in the section of this solicitation document entitled Evaluation Points.

Evaluations are based only upon the quality of the proposed solution described in the response to this solicitation document. Evaluators will be instructed to score only upon the content of the response and not upon any knowledge obtained through prior experience with the Bidder or with Bidder presentations and documentation provided prior to the release of this document.

It is in the Bidder’s best interest, therefore, to be thorough and fully responsive in preparing its solutions (answers) to these requirements. Failure of the Bidder to respond to any one scored requirement will result in the Bidder receiving a score of zero (0) or no score for that part of their response.

A scored requirement will receive zero (0) if the Bidder fails to include documents or references requested.

### **3.3 LETTER OF SUBMITTAL and CERTIFICATE OF ASSURANCES (MANDATORY)**

The Letter of Submittal and the attached Certifications and Assurances form (Exhibit A to this RFP) must be signed and dated by a person authorized to legally bind the Bidder to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include by attachment the following information about the Bidder and any proposed subcontractors:

1. Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom contract would be written.
2. Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.)
3. Legal status of the Bidder (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.
4. Federal Employer Tax Identification number or Social Security number and the Washington Uniform Business Identification (UBI) number issued by the state of Washington Department of Revenue. If the Bidder does not have a UBI number, the Bidder must state that it will become licensed in Washington within thirty (30) calendar days of being selected as the Apparently Successful Contractor.
5. Location of the facility from which the Bidder would operate.
6. Identify any state employees or former state employees employed or on the firm's governing board as of the date of the proposal. Include their position and responsibilities within the Bidder's organization. If following a review of this information, it is determined by the AGENCY that a conflict of interest exists, the Bidder may be disqualified from further consideration for the award of a contract.
7. Signed Certificate of Assurances, Exhibit A of this RFP document.

### **3.4 TECHNICAL PROPOSAL (SCORED)**

The Technical Proposal must contain a comprehensive description of services including the following elements:

#### **3.4.1 Project Approach/Methodology**

Include a complete description of the Bidder's proposed approach and methodology for each of the project tasks and for conducting the interested party engagements discussed in section 1.4 – Scope of Work. A clear description of the project lead and staff responsibilities for the technical, marketing, and facilitation services must be identified to show the coordination of the project approach/methodology among the proposed staff.

#### **3.4.2 Work Plan**

Include all project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of the project defined in this RFP. This section of the technical proposal must contain sufficient detail to convey to members of the evaluation team the Bidder's knowledge of the subjects and skills necessary to successfully complete the project. Include any required involvement of AGENCY staff. Work Plan must address Contractor Tasks outlined in section 1.3 – Objectives and section 1.4 – Scope of Work above. The Bidder may present any creative approaches and budget adjustments that might be appropriate and may provide any pertinent supporting documentation.

### **3.4.3 Project Schedule**

Include a project schedule indicating when the elements of the work will be completed. Project schedule must ensure that any deliverables requested are met.

The bidder can use section 1.4 table as a template for their schedule. It is preferred that section 1.4 table timeline is used by the bidder for the expected due dates. However, bidders must show the expected timeline for each task/subtask and cannot exceed the end date specified on page 1 of the RFP.

### **3.4.4 Outcomes and Performance Measurement**

Describe the impacts/outcomes the Bidders propose to achieve as a result of the delivery of these services including how these outcomes would be monitored, measured and reported to the state agency as well as on-going efforts and benefits to the targeted organizations.

### **3.4.5 Risks**

The Bidder must identify potential risks that are considered significant to the success of the project. Include how the Bidder would propose to effectively monitor and manage these risks, including reporting of risks to the AGENCY'S contract manager.

### **3.4.6 Deliverables**

Describe in detail the expected deliverables below that will also align and support the requirements set forth in Section 1.3 & 1.4, Objectives and Scope of Work.

## **3.5 MANAGEMENT PROPOSAL (SCORED)**

### **3.5.1 Project Management (SCORED)**

- a) **Project Team Structure/Internal Controls** - Provide a description of the proposed project team structure and internal controls to be used during the course of the project, including any subcontractors. Provide an organizational chart of your firm indicating lines of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level of management. Include who within the firm will have prime responsibility and final authority for the work.
- b) **Staff Qualifications/Experience** - Identify staff, including subcontractors, who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel, and include the amount of time each will be assigned to the project. The proposed staff must have experiences listed as described below in section 3.5.2.a). Provide resumes for the named staff, which include information on the individual's particular skills related to this project, education, experience, significant accomplishments and any other pertinent information. (See experience of Bidder in 3.5.2). The Bidder must commit that staff identified in its proposal will actually perform the assigned work. Any staff substitution must have the prior approval of the AGENCY.

### **3.5.2 Experience of the Bidder (SCORED) - (Bidder must also meet the minimum requirements in Section 1.5)**

- a) Indicate the experience the Bidder and any subcontractors have in the following areas associated with:
  - Puget Sound development community, including with community-based organizations, non-profits, affinity groups, foundations, and major corporate entities which engage in philanthropic or corporate social responsibility efforts;



- Successful development and implementation of plans or programs which resulted in funding by private sector corporations, non-profit organizations, foundations, and/or philanthropic individuals
  - Successful engagement of colleagues and funders to deliver desired outcomes.
- b) Indicate other relevant experience that indicates the qualifications of the Bidder, and any subcontractors, for the performance of the potential contract.
- c) Include a list of contracts the Bidder has had during the last two years that relate to the Bidder's ability to perform the services needed under this RFP. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and fax numbers/e-mail addresses. Denote which of these contracts involved the staff proposed for this project.

### **3.5.3 Related Information (MANDATORY)**

**Note: If none of the following apply to Bidder, Bidder must so state.**

- a) If the Bidder or any subcontractor contracted with the state of Washington during the past 24 months, indicate the name of the agency, the contract number and project description and/or other information available to identify the contract.
- b) If the Bidder's staff or subcontractor's staff was an employee of the state of Washington during the past 24 months, or is currently a Washington State employee, identify the individual by name, the agency previously or currently employed by, job title or position held and separation date.
- c) If the Bidder has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the Bidder's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Bidder, or (b) litigated and such litigation determined that the Bidder was in default.
- d) Submit full details of the terms for default including the other party's name, address, and phone number. Present the Bidder's position on the matter. The AGENCY will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If no such termination for default has been experienced by the Bidder in the past five years, so indicate.

### **3.5.4 References (MANDATORY)**

List names, addresses, telephone numbers, and fax numbers/e-mail addresses of

- Three (3) business references for the Bidder and
- Three (3) business references for the lead staff person for whom work has been accomplished and briefly describe the type of service provided. Do not include current AGENCY staff as references. By submitting a proposal in response to this Work Request, the vendor and team members grant permission to AGENCY to contact these references and others, who from AGENCY's perspective, may have pertinent information. AGENCY may or may not, at AGENCY's discretion, contact references. The AGENCY may evaluate references at the AGENCY'S discretion.

### **3.5.5 OMWBE Certification (OPTIONAL AND NOT SCORED)**

Include proof of certification issued by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) if certified minority-owned firm and/or women-owned firm(s) will be participating on this project. For information: <http://www.omwbe.wa.gov>.

## **3.6 COST PROPOSAL**

The maximum funding for this contract shall not exceed the value stated in Section 1.6 above.

The evaluation process is designed to award this procurement not necessarily to the Bidder of least cost, but rather to the Bidder whose proposal best meets the requirements of this RFP. However, Bidders are encouraged to submit proposals which are consistent with state government efforts to conserve state resources.

### **3.6.1 Identification of Costs (SCORED)**

Bidder shall submit a fixed price bid to accomplish the Purpose and Objectives described in Section 1, Introduction and Scope of Work, above. Bidder must break out proposed costs for subparts of the proposed work plan in section 3.4 and in conjunction with subsections 1.3. & 1.4, including any other tasks/subtasks that would benefit this project. This will help demonstrate Bidder's understanding of the time and complexity of the work involved.

Identify all costs in U.S. dollars including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. The Bidder is to submit a fully detailed budget including staff costs and any expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Bidders are required to collect and pay Washington state sales and use taxes, as applicable.

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

Bidders who do not submit a fixed price bid, work plan by tasks, wages and salary rates, and staff hours dedicated to work will be rejected as non-responsive. Any cost response that is rejected as non-responsive will not be evaluated or scored.

### **3.6.2 Computation**

The score for the cost proposal will be computed by dividing the lowest total fixed price bid received by the Bidder's total cost. Then the resultant number will be multiplied by the maximum possible points for the cost section.

## **4. EVALUATION AND CONTRACT AWARD**

### **4.1 EVALUATION PROCEDURE**

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

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

The Procurement Coordinator may contact the Bidder for clarification of any portion of the Bidder's proposal.

### **4.2 ADMINISTRATIVE REVIEW BY PROCUREMENT COORDINATOR**

Proposals will be evaluated strictly in accordance with the requirements set forth in this solicitation document and any amendments that may be issued. All proposals will be reviewed by the Procurement Coordinator for completeness and compliance with the administrative requirements and instructions specified in this solicitation document. Responsive proposals will advance to the evaluation team. Please use the Administrative Review Checklist provided for your convenience. Proposals that fail to provide specific information to adequately describe their response to any question contained in this solicitation document will be deemed non-responsive and shall be rejected. A response of "will comply" or "meets requirement" is not sufficient and will be deemed non-responsive.

### **4.3 POINTS OF CLARIFICATION**

The Procurement Coordinator or a designated evaluation team member may contact the Bidder for clarification of any portion of the Bidder's proposal. Only proposals meeting the requirements will advance for further evaluation. If all responding Bidders fail to meet any single mandatory item, PSP reserves the following options:

- Cancel the procurement
- Delete the mandatory item

### **4.4 EVALUATION WEIGHTING AND SCORING**

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

Technical Proposal Project Approach/Methodology - 20 points (max) Work Plan – 15 points (max) Project Schedule – 5 points (max)	40 points
Management Proposal Project Team Structure and Internal Controls 5 points (max) Staff Qualifications/Experience 20 points (max) Experience of the Bidder 25 points (max)	50 points
Cost Proposal	10 points

<b>TOTAL</b>	<b>100 Points</b>
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AGENCY reserves the right to award the contract to the Bidder whose proposal is deemed to be in the best interest of the AGENCY and the state of Washington.

#### **4.5. ORAL PRESENTATIONS MAY BE REQUIRED**

The AGENCY may after evaluating the written proposals elect to schedule oral presentations of the finalists. If necessary, the AGENCY will schedule a date/time to conduct the oral interview. Commitments made by the Bidder at the oral interview, if any, will be considered binding. The oral presentation will result in a total of five (5) additional points to be added to the technical, management and cost proposal total points above in section 4.4.

The scores from the written evaluation and the oral presentation combined together will determine the apparent successful contractor.

#### **4.6 NOTIFICATION TO BIDDERS**

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

#### **4.7 COMPLAINT – PRESUBMISSION**

4.7.1 A formal complaint may be based only on one or more of the following grounds:

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

4.7.2 Initiating a complaint

A complaint must:

- Be submitted to and received by the procurement coordinator within five business days prior to the deadline for bid submission; and
- Be in writing

A complaint should:

- Clearly articulate the basis of the complaint; and
- Include a proposed remedy

4.7.3 Response

When a complaint is received, the procurement coordinator will consider all the facts available and respond in writing prior to the deadline for bid submissions, unless more time is needed. The procurement coordinator is required to promptly post the response to a complaint on WEBS.

4.7.4 Response is final

The procurement coordinator's response to the complaint is final and not subject to administrative appeal, although the procurement coordinator may issue further clarification if needed. Issues raised in a complaint may not be raised again during the protest period.

#### **4.8 DEBRIEFING OF UNSUCCESSFUL BIDDERS**

Any Bidder who has submitted a proposal and been notified that they were not selected for contract award may request a debriefing. The request for a debriefing conference must be received by the Partnership RFP No.2019-133

Procurement Coordinator within three (3) business days after the Unsuccessful Bidder Notification is e-mailed or faxed to the Bidder. Debriefing requests must be received by the Procurement Coordinator no later than 5:00 PM, local time, in Olympia, Washington on the third business day following the transmittal of the Unsuccessful Bidder Notification. The debriefing must be held within three (3) business days of the request.

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

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

Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one hour.

## **4.9 PROTEST PROCEDURE**

Protests may be made only by Bidders who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the Bidder is allowed three (3) business days to file a protest of the acquisition with the Procurement Coordinator.

Protests must be received by the RFP Coordinator no later than the time specified in section 1.1, Estimated Schedule Procurement Activities, in Olympia, Washington on the third business day following the debriefing. Protests may be submitted by e-mail, but must then be followed by the document with an original signature.

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

### **4.9.1 Criteria for protest**

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

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

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

### **4.9.2 Initiating a protest**

All protests must:

1. Be in writing,
2. Be addressed to the Procurement Coordinator, and
3. Be signed by the protesting party or an authorized Agent.
4. State the RFP number,
5. Include the grounds for the protest with specific facts and complete statements of the action(s) being protested.

6. Include a description of the relief or corrective action being requested should also be included.

#### **4.9.3 Protest response**

Upon receipt of a protest, a protest review will be held by the AGENCY. The AGENCY Director or an employee delegated by the Director who was not involved in the procurement will consider the record and all available facts and issue a decision within ten (10) business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may affect the interest of another Bidder that also submitted a proposal, such Bidder will be given an opportunity to submit its views and any relevant information on the protest to the Procurement Coordinator.

#### **The final determination of the protest shall:**

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

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

#### **4.9.4 Protest response**

The protest decision is final and not subject to administrative appeal, although the procurement coordinator may issue further clarifications. If the protesting bidder does not accept the agency protest response, the bidder may seek relief from the Superior Court. Any such action must be brought in the Superior Court of Thurston County, Washington.

### **4.10. RFP EXHIBITS**

Exhibit A	Certifications and Assurances
Exhibit B	Contract Format including General Terms and Conditions (GT&Cs)
Exhibit C	Administrative Review Checklist

## EXHIBIT A: Certifications and Assurances

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

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of 180 days following receipt, and it may be accepted by the AGENCY without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 180-day period.
4. In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. If there are exceptions to these assurances, I/we have described them in full detail on a separate page attached to this document.
5. I/we understand that the AGENCY will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of the AGENCY, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by him/her prior to opening, directly or indirectly, to any other Bidder or to any competitor.
7. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
8. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
9. I/we grant the AGENCY the right to contact references and other, who may have pertinent information regarding the ability of the Bidder and the lead staff person to perform the services contemplated by this RFP.
10. If any staff member(s) who will perform work on this contract has retired from the State of Washington under the provisions of the 2008 Early Retirement Factors legislation, his/her name(s) is noted on a separately attached page.

We (circle one) **are** / **are not** submitting proposed Contract exceptions. (See RFP Section 2.11, Contract and General Terms and Conditions.) If Contract exceptions are being submitted, I/we have attached them to this form.

On behalf of the Bidder submitting this proposal, my name below attests to the accuracy of the above statement. We are submitting a scanned signature of this form and the submittal letter with our proposal.

---

Signature of Bidder

---

Title

---

Date

## EXHIBIT B: Contract Format including General Terms and Conditions (GT&Cs)

### PURPOSE

The purpose of this agreement is

### PERIOD OF PERFORMANCE

The period of performance under this agreement will be from the date of execution (\_\_\_\_\_) through \_\_\_\_\_. **No work shall commence under this agreement until it has been fully executed by both parties.**

### COMPENSATION AND PAYMENT

Total compensation payable to CONTRACTOR for satisfactory performance of the work under this agreement shall not exceed **Spell out dollar amount (\$ )** CONTRACTOR'S compensation for services rendered shall be in accordance with the Budget attached as Exhibit C.

In the event that the CONTRACTOR is a Sub-Recipient, the total amount of the award or sub-award for reimbursable activities shall not exceed the above amount, also in accordance with the Budget attached as Exhibit C.

### FEDERAL FUNDING INFORMATION

This Contract includes federal funding ☐ Yes ☐ No

CONTRACTOR is a Sub-Recipient for purposes of this agreement ☐ Yes ☐ No

CFDA #	CFDA Title	Federal Grant Award Number	Federal Grant Award Name	Federal Agency Name
				Environmental Protection Agency

### TERMS AND CONDITIONS

All rights and obligations of the parties to this contract shall be subject to and governed by the Terms and Conditions contained in the following exhibits, herein incorporated by reference. The contents of this Agreement include:

1. This contract cover sheet
2. Exhibit A – General Terms and Conditions
3. Exhibit B – Statement of Work & Budget
4. Exhibit C – Deliverables & Billing Procedures
5. Exhibit D - Lobbying Certification
6. Exhibit E – Sub-Recipient Federal Requirements (include only if this is Sub-Recipient contract)
  - Attachment 1- Federal Assurances Form 424B (Rev 4-2012)
  - Attachment 2- Federal Funding Accountability and Transparency Act Data Collection (FFATA) form

### ORDER OF PRECEDENCE

In the event of an inconsistency in this agreement, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable Federal and State of Washington Statutes and regulations
2. This Agreement/Contract, including Exhibit A, General Terms and Conditions
3. Exhibit B, Statement of Work & Budget and Exhibit C, Deliverables & Billing Procedures



4. Any other Exhibit or provision, term or material incorporated herein by reference or otherwise incorporated

**ENTIRE AGREEMENT**

This agreement, including referenced exhibits and any other provision, term or material expressly incorporated by reference, represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

**APPROVAL**

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

This agreement is executed by the persons signing below, who warrant they have the authority to execute the agreement.

**Puget Sound Partnership**

_____	_____
Date	Brent Barnes
	Chief Operating Officer
	_____
	Date

APPROVED AS TO FORM:

/s Jonathan Thompson  
Assistant Attorney General

December 5, 2013  
Date

**SAMPLE CONTRACT EXHIBIT A -  
GENERAL TERMS AND CONDITIONS**

**Title:**

**DEFINITIONS**

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

- a. "AGENCY" means the Puget Sound Partnership (PSP) of the State of Washington, any division, section, office, unit or other entity of the AGENCY, or any of the officers or other officials lawfully representing that AGENCY.
- b. "AGENT" means the Director, and/or the delegate authorized in writing to act on the Director's behalf.
- c. "AGREEMENT" is interchangeable with contract in meaning.
- d. "CONTRACTOR" means that firm, provider, organization, individual or other entity performing service(s) under this contract or engaging in reimbursable activities as a Sub-Recipient, and shall include all employees of the CONTRACTOR.
- e. "DEBARMENT" means an action taken by a Federal agency or official to exclude a person or business entity from participating in transactions involving certain federal funds.
- f. "EPA" means U.S. Environmental Protection Agency.
- g. "SUBCONTRACTOR" means one not in the employment of the CONTRACTOR, who is performing all or part of those services under this contract under a separate contract with the CONTRACTOR. The terms "SUBCONTRACTOR" and "SUBCONTRACTORS" means SUBCONTRACTOR(s) in any tier.
- h. "SUB-RECIPIENT" means a non-federal entity that expends Federal subawards received from a pass-through entity to carry out a Federal program and is accountable to AGENCY for the use of the Federal funds provided by subaward. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency. Guidance on distinguishing between a subrecipient and a vendor is provided in Circular A-133 Subpart B §\_\_\_\_.210, Subrecipient and vendor Determination. The subrecipient determination is documented on this agreement cover sheet.

**ADVANCE PAYMENTS PROHIBITED**

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

**AMENDMENTS**

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

**AMERICANS WITH DISABILITIES ACT (ADA)**

If the contract includes federal funding, the CONTRACTOR must comply with Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities by entities receiving Federal financial assistance. The CONTRACTOR may also be required to comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

**ASSIGNMENT**

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

**ASSURANCES**

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

### **ATTORNEYS' FEES**

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

### **CONFIDENTIALITY**

Confidential information: The CONTRACTOR shall not use or disclose any information concerning the AGENCY, or information that may be classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of the AGENCY, or as may be required by law.

Personal Information (one form of confidential information): Personal information including, but not limited to, "Protected Health Information," collected, used, or acquired in connection with this contract shall be protected against unauthorized use, disclosure, modification or loss. CONTRACTOR shall ensure its directors, officers, employees, subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein. CONTRACTOR and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as otherwise required by law. Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The CONTRACTOR agrees to indemnify and hold harmless the AGENCY for any damages related to the CONTRACTOR'S unauthorized use of personal information.

### **CONFORMANCE**

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

### **COVENANT AGAINST CONTINGENT FEES**

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

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

### **CREDIT AND ACKNOWLEDGEMENT**

Reports, documents, signage, videos, or other media, developed as part of projects funded by EPA funded Agreements shall display both the EPA and Puget Sound Partnership logos and the following credit line: "This project has been funded wholly or in part by the United States Environmental Protection Agency under Assistance Agreement [insert federal grant award number located on page 1 of this Agreement].. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use." This requirement is for the life of the product, whether during or after the Agreement period.

### **DEBARMENT AND SUSPENSION**

CONTRACTOR, by signature to this Contract, certifies that CONTRACTOR is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (Debarred). CONTRACTOR shall comply with applicable federal agency debarment and suspension rules adopted pursuant to Office of Management and Budget guidance at 2 CFR Part 180, such as 2 CFR Part 1532 for the Environmental Protection Agency, which implement Executive Order 12549. CONTRACTOR acknowledges that failing to disclose the information required at 2 CFR 180.335 may result in the delay or negation of this contract, or pursuance of legal remedies, including suspension and debarment.

CONTRACTOR shall not award subcontracts or subawards to persons (individuals or organizations) listed on the Excluded Parties List located at [www.sam.gov/](http://www.sam.gov/). CONTRACTOR agrees to include the above requirements in all subcontracts into which it enters. The CONTRACTOR shall immediately notify AGENCY if, during the term of this Contract, CONTRACTOR becomes debarred. AGENCY may immediately terminate this Contract by providing CONTRACTOR written notice if CONTRACTOR becomes Debarred during the term hereof.

### **DISALLOWED COSTS**

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

### **DISPUTES**

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

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

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

### **DUPLICATE PAYMENT**

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

### **GOVERNING LAW**

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

### **HOLD HARMLESS AND INDEMNIFICATION**

- a. To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend, and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim," as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom.
- b. CONTRACTOR'S obligations to indemnify, defend, and hold harmless includes any claim by CONTRACTORS' agents, employees, representatives, or any subcontractor or its employees.
- c. CONTRACTOR expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to CONTRACTOR'S or any subcontractor's performance or failure to perform the contract. CONTRACTOR'S obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

- d. CONTRACTOR waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.
- e. Nothing in this term shall be construed as a modification or limitation on the Contractor's obligation to procure insurance in accordance with this Contract or the scope of said insurance

## **HOTEL MOTEL FIRE SAFETY ACT**

The Hotel and Motel Fire Safety Act of 1990 (Public Law 101-391) establishes a number of fire safety standards which must be met for hotels and motels. Pursuant to 40 CFR 30.18, if applicable, and 15 USC 2225a if any portion of this contract will be paid with federal funds, CONTRACTOR agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). CONTRACTOR may search the Hotel-Motel National Master List at: <http://www.usfa.dhs.gov/applications/hotel> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.

If necessary, the head of the Federal agency may waive this prohibition in the public interest.

## **INDEPENDENT CAPACITY OF THE CONTRACTOR**

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

## **INDUSTRIAL INSURANCE COVERAGE**

The CONTRACTOR shall comply with the provisions of Title 51 RCW, Industrial Insurance. This provision does not waive any of the Department of Labor & Industries' rights to collect from the CONTRACTOR.

## **INSURANCE**

The CONTRACTOR shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the CONTRACTOR or subcontractor, or agents of either, while performing under the terms of this contract.

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

- a. Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence.
- b. Additionally, the CONTRACTOR is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.
- c. Automobile Liability. In the event that services delivered pursuant to this contract involve the use of vehicles, either owned or unowned by the CONTRACTOR, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.
- d. The insurance required shall be issued by an insurance company/ies authorized to do business within the state of Washington, and shall name the State of Washington, its agents and employees as additional insured under the insurance policy/ies. All policies shall be primary to any other valid and collectable insurance. CONTRACTOR shall instruct the insurers to give the AGENCY thirty (30) calendar days advance notice of any insurance cancellation.

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

## **INTELLECTUAL PROPERTY RIGHTS**

Unless otherwise provided, all materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act, 17 U.S.C. § 101, et seq., and shall be owned by the AGENCY. Where federal funding is involved, the awarding federal agency may have a proprietary interest in patent rights to any inventions that are developed by the CONTRACTOR as provided in 35 U.S.C. §§200-212 and 37 CFR part 401 and retains a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

CONTRACTOR acknowledges that in accordance with 40 CFR 30.36 and 31.34, EPA has the rights to reproduce, publish, use, and authorize others to use copyrighted works or other data developed under this assistance agreement for Federal purposes.

Examples of a Federal purpose include but are not limited to: (1) Use by EPA and other Federal employees for official Government purposes; (2) Use by Federal contractors performing specific tasks for the Government; (3) Publication in EPA documents provided the document does not disclose trade secrets (e.g. software codes) and the work is properly attributed to the recipient through citation or otherwise; (4) Reproduction of documents for inclusion in Federal depositories; (5) Use by State, tribal and local governments that carry out delegated Federal environmental programs as "co-regulators" or act as official partners with EPA to carry out a national environmental program within their jurisdiction and; (6) Limited use by other grantees to carry out Federal grants provided the use is consistent with the terms of EPA's authorization to the other grantee to use the copyrighted works or other data.

Under Item 6, the grantee acknowledges that EPA may authorize another grantee(s) to use the copyrighted works or other data developed under this grant as a result of:

- the selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or:
- termination or expiration of this agreement.

In addition, EPA may authorize another grantee to use copyrighted works or other data developed with Agency funds provided under this grant to perform another grant when such use promotes efficient and effective use of Federal grant funds.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

In the event the materials are not considered "works for hire" under the U.S. Copyright laws CONTRACTOR shall grant AGENCY, and any federal entity which provided federal funds used in this contract, a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover or otherwise use the material(s) or property and to authorize others to use the same for federal, state or local government purposes.

Material which CONTRACTOR uses to perform the contract but is not created for or paid for by AGENCY is not "work made for hire"; however, CONTRACTOR shall grant the AGENCY a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display, provided that such license shall be limited to the extent which CONTRACTOR has a right to grant such a license to use this material for AGENCY internal purposes at no charge to AGENCY. The CONTRACTOR warrants and represents that CONTRACTOR has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the AGENCY. The AGENCY shall receive prompt written notice of each notice or claim of infringement

received by the CONTRACTOR with respect to any material delivered under this contract. The AGENCY shall have the right to modify or remove any restrictive markings placed upon the material by the CONTRACTOR.

### **LICENSING, ACCREDITATION AND REGISTRATION**

The CONTRACTOR shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this contract.

### **LOBBYING PROHIBITED**

- a. By signing this contract, CONTRACTOR agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying, 31 U.S.C. 1352, and 40 CFR Part 30 if applicable. CONTRACTOR shall include the language of this provision in subcontracts that exceed \$100,000 of federal funds and require all subcontractors to certify and disclose accordingly.
- b. No Federal appropriated funds shall be paid by or on behalf of the CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- c. If this contract includes federal funds exceeding \$100,000, CONTRACTOR shall sign and submit to AGENCY Exhibit D, Attachment 2, PSP Certification Regarding Lobbying (based on EPA Form 6600-06 (Rev. 06/2008)). If CONTRACTOR signed and submitted the PSP Certification Regarding Lobbying form during the procurement process for this contract it is not necessary to resubmit the certification.
- d. If CONTRACTOR expends non-federal funds in any amount to lobby as detailed in a., above, CONTRACTOR shall complete and submit to Standard Form LLL (Rev. 4/2012), Disclosure of Lobbying Activity. The form can be found at: [http://www.epa.gov/ogd/AppKit/form/sfillin\\_sec.pdf](http://www.epa.gov/ogd/AppKit/form/sfillin_sec.pdf).

### **LOBBYING AND LITIGATION**

The chief executive officer of CONTRACTOR shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The recipient shall abide by its respective OMB Circular (A-21, A-87, or A-122), which prohibits the use of Federal grant funds for litigation against the United States or for lobbying or other political activities.

### **NONDISCRIMINATION and DISADVANTAGED BUSINESS ENTERPRISES**

In accordance with 40 CFR 33.106 and its Appendix A, the CONTRACTOR shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

### **PAYMENT TO CONSULTANTS**

EPA will limit its participation in salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipients' contractors or subcontractors shall be limited to the maximum daily rate for Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices).

Subagreements with firms for services which are awarded using the procurement requirements in 40 CFR Parts 30 or 31, are not affected by this limitation unless the terms of the contract provide the recipient with responsibility for the selection, direction and control of the individual who will be providing services under the contract at an

hourly or daily rate of compensation. See 40 CFR 30.27(b) or 40 CFR 31.369j), as applicable, for additional information.

As of January 1, 2018, the limit is \$629.36 per day \$78.67 per hour.

(Calculations: 2018 Level IV Executive Schedule annual pay = \$164,200 / 2087 = \$78.67 per hour or \$629.36 per day).

## **PROJECT APPROVAL**

The quality, extent and character of any and all work, deliverables and/or services to be performed under this agreement by the CONTRACTOR shall be subject to the review and approval of the AGENCY through the Project Manager or other designated official. In the event that the AGENCY determines, that any work, deliverable, and/or service performed by the CONTRACTOR is unsatisfactory, the AGENCY may withhold reimbursement for the unsatisfactory work performed by the CONTRACTOR or require that the CONTRACTOR remediate their work product to the satisfaction of the AGENCY. The Parties may agree in the Statement of Work to specific approval, acceptance, and/or remediation terms. If the Statement of Work is silent on this topic, the Disputes provision, above, will govern the resolution process.

## **PUBLICITY**

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

## **RECORDS MAINTENANCE**

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

CONTRACTOR shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by the AGENCY, personnel duly authorized by the AGENCY, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. If this contract exceeds \$100,000 and any portion of the funding source is federal, the federal funding agency, the Comptroller General of the United States, or any duly authorized representatives shall have access to books documents, papers, and records of CONTRACTOR directly pertinent to this contract for purpose of making audits, examination, excerpts and transcriptions (40 CFR 30.48(d)).

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

## **RECOVERY OF PAYMENTS TO CONTRACTOR**

The right of the CONTRACTOR to retain monies paid to it as reimbursement payments is contingent upon satisfactory performance of this agreement including the satisfactory completion of the project described in the Statement of Work, as determined by the AGENCY in its sole discretion. In the event the CONTRACTOR fails, for any reason, to perform obligations required of it by this agreement, the CONTRACTOR may, at AGENCY's sole discretion, be required to repay to AGENCY all funds disbursed to the CONTRACTOR for those parts of the project that are unsatisfactory in the opinion of the AGENCY by such failure to perform. Interest shall accrue at the rate of twelve percent (12%) per annum from the time the AGENCY demands repayment of funds.

## **RECYCLED PAPER**

In accordance with Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962) any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth. Regulations issued under RCRA Section 6002 apply to any acquisition of



an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchases of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.

In accordance with the policies set forth in EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007), CONTRACTOR agrees to use recycled paper and double sided printing for all reports which are prepared as part of this Agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

## **REGISTRATION WITH DEPARTMENT OF REVENUE**

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

## **RIGHT OF INSPECTION**

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

## **SEVERABILITY**

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

## **SITE SECURITY**

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

## **SUBCONTRACTING**

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

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

## **TAXES**

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

## **TERMINATION DUE TO 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 AGENCY may terminate the contract under the "Termination for Convenience" clause, without the ten-day notice requirement, subject to renegotiation at the AGENCY'S discretion under those new funding limitations and conditions.

## **TERMINATION FOR CAUSE**

In the event the AGENCY determines the CONTRACTOR has failed to comply with the conditions of this contract in a timely manner, the AGENCY has the right to suspend or terminate this contract. Before suspending or

terminating the contract, the AGENCY shall notify the CONTRACTOR in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

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

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

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

### **TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this contract, the AGENCY may, by ten (10) calendar days written notice, beginning on the second day after the mailing, terminate this contract, in whole or in part. If this contract is so terminated, the AGENCY shall be liable only for payment required under the terms of this contract for services rendered or goods delivered prior to the effective date of termination.

### **TERMINATION PROCEDURES**

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

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

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

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

- 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 that is not terminated;
- c. Assign to the AGENCY, in the manner, at the times, and to the extent directed by the AGENT, all of the rights, title, and interest of the CONTRACTOR under the orders and subcontracts so terminated, in which case the AGENCY has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the AGENT to the extent AGENT may require, which approval or ratification shall be final for all the purposes of this clause;

- e. Transfer title to the AGENCY and deliver in the manner, at the times, and to the extent directed by the AGENT any property which, if the contract had been completed, would have been required to be furnished to the AGENCY;
- f. Complete performance of such part of the work as shall not have been terminated by the AGENT; and
- g. Take such action as may be necessary, or as the AGENT may direct, for the protection and preservation of the property related to this contract, which is in the possession of the CONTRACTOR and in which the AGENCY has or may acquire an interest.

## **TREATMENT OF ASSETS**

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

## **WAIVER**

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

**SAMPLE CONTRACT EXHIBIT B -  
STATEMENT OF WORK**

**Title:**

PROGRAM SPECIFIC REQUIREMENTS/NARRATIVE

**Staffing Requirements:** The PSP Executive Director or designee must approve project personnel changes.

**SAMPLE CONTRACT - EXHIBIT C -  
Budget & Billing Procedures**

**Title:**

## BILLING PROCEDURES

The AGENCY shall reimburse the CONTRACTOR upon review and approval of work performed under the scope of this agreement and receipt of properly completed reimbursement requests.

THE AGENCY will pay for work and expenses that occurred within the period of performance. The AGENCY reserves the right to withhold 10% of the payment under each reimbursement request until satisfactory completion of the project.

Payment may be withheld if required work, services, progress reports and/or deliverables are not submitted to the satisfaction of the AGENCY.

The AGENCY may terminate the agreement or withhold payments claimed by the CONTRACTOR for services rendered if the CONTRACTOR fails to comply with any term or condition of this contract.

The AGENCY will pay indirect costs as approved in the budget. The CONTRACTOR may be required to submit a copy of their current federally approved indirect cost rate.

The CONTRACTOR shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by the AGENCY as reimbursable. Such expenses may include airfare (economy or coach class only), other transportation expenses, lodging and subsistence necessary during periods of required travel at the current state reimbursement rates (<http://www.ofm.wa.gov/resources/travel.asp>).

If the CONTRACTOR expends more than the amount of the AGENCY funding in this agreement in anticipation of receiving additional funds from the AGENCY, it does so at its own risk. The AGENCY is not legally obligated to reimburse the CONTRACTOR for costs incurred in excess of the AGENCY's approved budget.

The CONTRACTOR shall submit a monthly invoice voucher or equivalent document to the AGENCY **unless** the agreement has been identified as a "deliverable-based" contract with specific due date or special conditions that has been approved by the PSP Project Manager. Payment for approved goods and/or services will be made by check, warrant or electronic fund transfer (EFT) within 30 days of receipt of the invoice. The CONTRACTOR must submit invoices for all work done within a fiscal year 30 days after the end of the fiscal year. Invoices shall be paid within 30 days after the final invoice has been submitted.

### **BILLING CONDITIONS:**

All Contractors/LIOs must submit any budget changes to PSP for sufficient processing time of any amendment execution between PSP and the Contractor/LIO. If information provided does not allow for sufficient processing time, PSP will not adjust or pay for any invoices or billing over the 10% of the total amount listed for each task or subtask even if the added total amounts for those tasks/subtasks does not exceed the total budget.

### **BILLING DETAIL**

Each invoice voucher or equivalent document submitted to the AGENCY by the CONTRACTOR must include all necessary information for the AGENCY to verify all expenditures. At a minimum, the CONTRACTOR shall specify the following:

1. The PSP contract/agreement number.
2. The time-period during which the services were performed.
3. A description of purchases, work and services performed.
4. Total invoice amount.
5. Expenditure detail based on the approved budget. Supporting documentation must include the same level of detail as the approved budget, such as:

- a. Task Number
  - b. Budget category (personnel, goods/services, subcontractors)
  - c. Number of hours billed, if applicable and
  - d. Hourly rate, if applicable.
6. A receipt must accompany any single expense in the amount of \$50.00 or more.
7. If match is required:
  - a. match requirement met during the billing period, and
  - b. cumulative match requirement met
8. A progress report describing the deliverables completed during the reimbursement request period.

The AGENCY shall not process payments if the CONTRACTOR fails to submit the required documentation.

Submit reimbursement requests to:  
*Puget Sound Partnership*  
*Fiscal Unit*  
*326 East D Street*  
*Tacoma, WA 98421-1801*

*Requests may be submitted electronically to [pspfiscal@psp.wa.gov](mailto:pspfiscal@psp.wa.gov)*

Payment shall be considered timely if made by the AGENCY within thirty (30) calendar days after receipt of properly completed reimbursement request.

SAMPLE CONTRACT Exhibit D



**Exhibit D**

PSP Agreement # \_\_\_\_\_

**CERTIFICATION REGARDING LOBBYING**

**CERTIFICATION FOR CONTRACTS, GRANTS,  
LOANS AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Typed Name & Title of Authorized Representative

\_\_\_\_\_  
Signature and Date of Authorized Representative

PSP form (rev 8/2013) based on EPA form 5500-06 (Rev. 06/2008) Previous editions are obsolete



## SAMPLE CONTRACT EXHIBIT E

### **Puget Sound Partnership SUB-RECIPIENT FEDERAL REQUIREMENTS**

#### **1. INTRODUCTION**

This Exhibit E contains provisions that are not listed on OMB Standard Form 424B (Rev 4-2012). These provisions apply only to Sub-recipients.

#### **2. AUDIT REQUIREMENTS**

Sub-recipient CONTRACTOR shall meet the provisions in Office of Management and Budget (OMB) Circular A-133 (Audits of States, Local Governments & Non Profit Organizations), including the compliance Supplement to OMB Circular A-133, if the CONTRACTOR expends \$500,000 or more in total Federal funds in a fiscal year. The \$500,000 threshold for each year is a cumulative total of all federal funding from all sources. The CONTRACTOR shall forward a copy of the audit along with the RECIPIENT'S response and the final corrective action plan to AGENCY within ninety (90) days of the date of the audit report. For complete information on how to accomplish the single audit submissions, visit the Federal Audit Clearinghouse Web site: <http://harvester.census.gov/fac/>

#### **3. COST PRINCIPLES/INDIRECT COSTS FOR STATE AGENCIES**

GRANT RECIPIENT agrees to comply with the cost principles of the below listed federal regulations, to the extent they apply to the RECIPIENT.

- 2 CFR 225 (A-87) for State, Local, and Indian Tribal Governments
- 2 CFR 220 (A-21) for Educational Institutions
- 2 CFR Part 230 (A-122) for Non-Profit Organizations

An electronic copy of all the circulars and applicable CFR's may be obtained via the OMB Home Web page at: <http://www.gpoaccess.gov/cfr/>.

Unless otherwise indicated, the cost principles apply to the use of funds provided under this agreement and in-kind matching donations. The applicability of the cost principles depends on the type of organization incurring the costs.

#### **4. CIVIL RIGHTS OBLIGATIONS**

This term and condition incorporates by reference the signed assurance provided by the recipient's authorized representative on Standard Form 424B. These assurances and this term and condition obligate the recipient to comply fully with applicable civil rights statutes and implementing EPA regulations.

#### **5. NON DISCRIMINATION AND DISADVANTAGED, MBE, WBE BUSINESS ENTERPRISES**

CONTRACTOR agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority, and Women's Business Enterprises in procurement, contained in 40 CFR, Part 33. CONTRACTOR shall include the following provision in all subcontracts involving use of federal funds:

In accordance with 40 CFR 33.106 and its Appendix A, the CONTRACTOR shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

#### **6. DRUG FREE WORKPLACE**

CONTRACTOR (Sub-Recipient) shall make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 CFR Part 1536 Subpart B. Additionally,

in accordance with these regulations, the recipient organization shall identify all known workplaces under its federal award and keep this information on file during the performance of the award.

CONTRACTORS who are individuals must comply with the drug-free provisions set forth in Title 2 CFR Part 1536 Subpart C.

The consequences for violating this condition are detailed under Title 2 CFR Part 1536 Subpart E.

Recipient can access the Code of Federal Regulations (CFR) Title 2 Part 1536 at:

<http://ecfr.gpoaccess.gov>.

## **7. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS**

a. In order to comply with the FFATA, the Sub-Recipient shall complete the FFATA Data Collection Form (FFATA Data Collection Form, Exhibit E, and Attachment 2) and return it to the AGENCY. The AGENCY will report basic agreement information, including the required DUNS number, for all federally-funded agreements at [www.fsrs.gov](http://www.fsrs.gov). This information will be made available to the public at [www.usaspending.gov](http://www.usaspending.gov). Sub-Recipients who do not have a DUNS number can find guidance at [www.grants.gov](http://www.grants.gov). Please note that AGENCY will not pay any invoices until it has received the completed FFATA Data Collection Form.

b. To comply with the act and be eligible to enter into this contract, your organization must have a Data Universal Numbering System (DUNS®) number. A DUNS® number provides a method to verify data about your organization. If you do not already have one, you may receive a DUNS® number free of charge by contacting Dun and Bradstreet at [www.dnb.com](http://www.dnb.com).

c. Any sub-recipient that meets each of the below criteria must also report compensation for its five top executives, using AGENCY's Federal Funding Accountability and Transparency Act (FFATA) Data Collection Form if the sub-recipient meets the following criteria:

- Receives more than \$25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.
- The public does not have access to this information about the compensation of the senior executives of your organization through periodic reports filed under section 13(A) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. 78m(a), 78(d) or section 6104 of the Internal Revenue Code of 1986.

See [www.fsrs.gov](http://www.fsrs.gov) for details of this requirement. If your organization falls into this above category, you must report the required information to AGENCY.

## **8. LEP (Limited English Proficiency) Title VI**

As a recipient of EPA financial assistance, you are required by Title VI of the Civil Rights Act to provide meaningful access to LEP individuals. In implementing that requirement, the Sub-recipient agrees to use as a guide the Office of Civil Rights (OCR) document entitled "Guidance to Environmental Protection Agency Financial Assistance Recipients Regarding Title VI Prohibition against National Origin Discrimination Affecting Limited English Proficient Persons." The guidance can be found at

[http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=2004\\_register&docid=fr25jn04-79.pdf](http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=2004_register&docid=fr25jn04-79.pdf)

In accepting this contract, the recipient acknowledges it has an affirmative obligation to implement effective Title VI compliance programs and ensure that its actions do not involve discriminatory treatment and do not have discriminatory effects even when facially neutral. The recipient must be prepared to demonstrate to EPA/PSP that such compliance programs exist and are being implemented or to otherwise demonstrate how it is meeting its Title VI obligations. For example, if CONTRACTOR's responsibilities under this contract include gathering public input on an environmental issue, CONTRACTOR's communication with the public should attempt to minimize barriers that interfere with the ability of LEP persons to meaningfully participate.

## **9. MANAGEMENT FEES**

Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term “management fees or similar charges” refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this CONTRACT. Management fees or similar charges may not be used to improve or expand the project funded under this Agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

#### **10. PEER REVIEW**

The results of this project may affect management decisions relating to Puget Sound. Prior to finalizing any significant technical products the Principal Investigator (PI) of this project must solicit advice, review, and feedback from a technical review or advisory group consisting of relevant subject matter specialists. A record of comments and a brief description of how respective comments are addressed by the PI will be provided to the Project Monitor prior to releasing any final reports or products resulting from the funded study.

#### **11. REIMBURSEMENT LIMITATION**

If CONTRACTOR expends more than the amount of the Environmental Protection Agency (EPA) funding in this agreement in anticipation of receiving additional funds from EPA, it does so at its own risk. EPA is not legally obligated to reimburse PSP, nor its sub-recipients, for costs incurred in excess of the EPA approved budget.

#### **12. SEMI-ANNUAL AND ANNUAL PERFORMANCE REPORTS**

The Sub-recipient shall submit performance reports during the life of the project, as specified in the statement of work or work plan developed under this contract.

In addition to the periodic performance reports, the recipient shall submit a final performance report, which is due 90 calendar days after the expiration or termination of the award, or as specified in the work plan or statement of work. The report shall be submitted to the PSP Project Officer and may be provided electronically. The report shall generally contain the same information as in the periodic reports, but should cover the entire project period. After completion of the project, the PSP Project Officer may waive the requirement for a final performance report if the PSP Project Officer deems such a report is inappropriate or unnecessary.

#### **13. SUB-AWARDS**

If CONTRACTOR (Sub-Recipient) makes sub-awards under this contract, CONTRACTOR is responsible for selecting its sub-awardees and, if applicable, for conducting sub-award competitions. CONTRACTOR agrees to:

- a. Establish all sub-award agreements in writing;
- b. Maintain primary responsibility for ensuring successful completion of the approved project (Sub-Recipient cannot delegate or transfer this responsibility to a sub-awardee);
- c. Ensure that any sub-awards comply with the standards in Section 210(a)-(d) of OMB Circular A-133, and are not used to acquire commercial goods or services for the sub-awardee;
- d. Ensure that any sub-awards to 501(c) (4) organizations do not involve lobbying activities;
- e. Monitor the performance of sub-awardees, and ensure sub-awardees comply with all applicable regulations, statutes, and terms and conditions which flow down in the sub-award;
- f. Obtain AGENCY's consent before making a sub-award to a foreign or international organization, or a sub-award to be performed in a foreign country; and
- g. Obtain approval from AGENCY for any new sub-award work that is not outlined in the approved work plan in accordance with 40 CFR Parts 30.25 and 31.30, as applicable.

#### **14. TRAFFICKING IN PERSONS AND TRAFFICKING VICTIM PROTECTION ACT OF 2000 (TVPA) as amended in 22 U.S.C. 7104(g)**

This provision applies only to a Sub-Recipient, and all sub-awardees of Sub-Recipient, if any. See page one (1) of this contract for determination of whether CONTRACTOR is a sub-recipient. Sub-Recipient shall include the following statement in all sub-awards made to any private entity under this Agreement.

“You as the Sub-Recipient, your employees, sub-awardees under this award, and sub-awardees’ employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under this Award.”

Sub-Recipient, and all sub-awardees of Sub-Recipient must inform AGENCY immediately of any information you receive from any source alleging a violation of this prohibition during the award term.

Federal agency funding this agreement may unilaterally terminate, without penalty, the funding award if this prohibition is violated, Section 106 of the Trafficking Victims Protection Act of 2000, as amended.

SAMPLE CONTRACT EXHIBIT B, ATTACHEMENT 1 ASSURANCES

## ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET.  
SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY**

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

- |   |  |
|---|--|
| <ol style="list-style-type: none"> <li>1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.</li> <li>2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.</li> <li>3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.</li> <li>4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.</li> <li>5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).</li> <li>6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686),</li> </ol> | <ol style="list-style-type: none"> <li>basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.</li> <li>7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally- assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.</li> <li>8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.</li> </ol> |
|---|--|

<p>9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for federally-assisted construction subagreement.</p> <p>10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.</p> <p>11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).</p>	<p>12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) Related to protecting components or potential components of the national wild and scenic rivers system.</p> <p>13. Will assist the awarding agency in assuring compliance will Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).</p> <p>14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.</p> <p>15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) Pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.</p> <p>16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) Which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.</p> <p>17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations. @</p> <p>18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.</p>
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## SAMPLE CONTRACT EXHIBIT E, ATTACHMENT 2 FFATA

### 424B (Rev 4-2012) Federal Funding Accountability and Transparency Act Data Collection Form

This award is supported by Federal Funds that require compliance with the Federal Funding Accountability and Transparency Act. The purpose of the Transparency Act is to make information available online so the public can see how Federal Funds are spent. To comply with the act and be eligible to receive this award, your organization must have a Data Universal Numbering System (DUNS®) number. If you do not already have one, you may receive a DUNS® number free of charge by contacting Dun and Bradstreet at [www.dnb.com](http://www.dnb.com). The Puget Sound Partnership (PSP) also encourages registration with the System for Award Management (SAM) to reduce data entry by both PSP and your organization. You may register with SAM Free of Charge at [www.sam.gov](http://www.sam.gov). Information about your organization and this grant will be reported by PSP to the Federal government as required by P.L 109-282. This information will then be made available to the public by the Federal Government on [www.USASpending.gov](http://www.USASpending.gov).

#### Subrecipient

1. Legal Name	2. Duns Number												
3. Principle Place of Performance													
3a. City	3b. State												
3c. Zip +4	3d. Country												
4. Are you registered in SAM? <input type="checkbox"/> Yes <input type="checkbox"/> No													
If yes, skip to signature block. Sign, Date & Return													
5. In the preceding fiscal year, did your organization:													
a. Receive 80% or more of annual gross revenue from Federal contracts, subcontracts, grants, loans, subgrants, loans and/or cooperative agreements, AND													
b. \$25,000 or more in annual gross revenues from Federal contracts, subcontracts, grants, loans, subgrants, loans and/or cooperative agreements, AND													
c. Receives more than \$25,000,000 in annual federal funds.													
d. The public does not have access to this information about the compensation of the senior executives of your organization through periodic reports filed under section 13(A) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. 78m(a), 78(d) or section 6104 of the Internal Revenue Code of 1986.													
<input type="checkbox"/> No – skip to signature block. Sign, Date, & Return													
<input type="checkbox"/> Yes – you must report the names and total compensation of the top 5 highly compensated officials of your organization													
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Name of Official</th> <th style="width: 50%;">Total Compensation</th> </tr> </thead> <tbody> <tr> <td style="padding: 2px 5px;">1.</td> <td style="padding: 2px 5px;">\$ Annually</td> </tr> <tr> <td style="padding: 2px 5px;">2.</td> <td style="padding: 2px 5px;">\$ Annually</td> </tr> <tr> <td style="padding: 2px 5px;">3.</td> <td style="padding: 2px 5px;">\$ Annually</td> </tr> <tr> <td style="padding: 2px 5px;">4.</td> <td style="padding: 2px 5px;">\$ Annually</td> </tr> <tr> <td style="padding: 2px 5px;">5.</td> <td style="padding: 2px 5px;">\$ Annually</td> </tr> </tbody> </table>		Name of Official	Total Compensation	1.	\$ Annually	2.	\$ Annually	3.	\$ Annually	4.	\$ Annually	5.	\$ Annually
Name of Official	Total Compensation												
1.	\$ Annually												
2.	\$ Annually												
3.	\$ Annually												
4.	\$ Annually												
5.	\$ Annually												
<p>NOTE: Total compensation for the purposes of this requirement generally means the cash and non-cash value earned by the executive during the past fiscal year and includes salary and bonus; awards of stock; stock options and stock appreciation rights; and other compensation such as severance and termination payments, and value of life insurance paid on behalf of the employee, and as otherwise provided by FFATA and applicable OMB guidance.</p> <p>By signing this document, the Authorized Representative attests to this information</p>													

## Exhibit C – Administrative Review Checklist (RFP 2019-133)

Bidder Name \_\_\_\_\_

Admin Screen Date: \_\_\_\_\_ Admin Screener initial: \_\_\_\_\_

☐ **2.4 Proposal on time and in proper format**

- ☐ Proposal submitted by deadline
- ☐ Proposal submitted electronically to the Procurement Coordinator
- ☐ Document order follows the outline below
- ☐ Proposal submitted in .pdf format

☐ **3.0 Proposal Content**

- ☐ Letter of submittal
- ☐ Signed and dated by a person authorized to legally bind the Bidder
- ☐ Exhibit A - Certification of Assurances, signed by person with authority to bind

☐ **3.4 Technical Proposal**

- ☐ Project Approach/Methodology (section 3.4.1)
- ☐ Work Plan (section 3.4.2)
- ☐ Project Schedule (section 3.4.3)

☐ **3.5 Management Proposals**

- ☐ Business information (address, phone, email, legal status of entity, year the firm was established, Federal Employer Tax ID number or SSN, UBI)
- ☐ Firm and Staff experience
- ☐ Project Teams experience (minimum of 2 years) described in section 1.5 – Minimum Requirements and section 3.5.2.a)
- ☐ Staffing must have experiences listed under section 3.5.2 a) and meet section 1.5 – Minimum qualifications
- ☐ Reference (provided 3 references)
- ☐ OMWBE Certification

☐ **3.6 Cost Proposal**

- ☐ Identification of all costs (travel, subcontractors, administrative cost, staff cost, other costs for project)
- ☐ The total bid is within the maximum funding amount in section 1.6.

Comments: \_\_\_\_\_