STATE OF WASHINGTON

RECREATION AND CONSERVATION OFFICE

OLYMPIA, WASHINGTON

REQUEST FOR QUALIFICATIONS AND QUOTATIONS

RFQQ NO. RCO1701

If you download this RFQQ from the Recreation and Conservation Office (RCO) website located at http://www.rco.wa.gov/about/employment.shtml you are responsible for sending your name, address, e-mail address and telephone number to the RFQQ Coordinator in order for your organization to receive any RFQQ amendments or bidder questions/RCO answers.

PROJECT TITLE: Establishment of the Columbia Basin States Cooperative Weed Management Area

PROPOSAL DUE DATE: March 20, 2017 – 4:00 P.M. Olympia local time

EXPECTED TIME PERIOD FOR CONTRACT: April 12, 2017 through December 15, 2019

CONSULTANT ELIGIBILITY: This procurement is open to those consultants that satisfy the minimum qualifications stated herein and that are available for work in Washington State.

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1. INTRODUCTION

1.1 PURPOSE AND BACKGROUND

The Washington State Recreation and Conservation Office (RCO), hereafter called "AGENCY," is initiating this Request for Qualifications and Quotations (RFQQ) to recruit a CONSULTANT to establish and coordinate a regional collaborative involving states within the Columbia River Basin (WA, OR, ID, MT, NV, UT, WY and BC) in order to bring together partners, share information, hold a regional summit, and develop a long-term regional management plan for managing flowering rush in the Columbia River Basin states.

AGENCY reserves the right to award multiple contracts to provide the services described in this RFQQ.

1.2 OBJECTIVE

The objective of this advertisement for an RFQQ is to obtain general information and cost estimates from individuals with skills and experience in facilitating meetings and developing policy recommendations.

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

1.3 SCOPE OF WORK

The successful candidate will work with the Washington Invasive Species Council and regional partners to establish a Cooperative Weed Management Area (CWMA or collaborative group) to collaboratively address invasive plant issues in the Columbia River Basin, focusing on flowering rush. Project will bring tribal, state, federal, provincial, and governmental organizations together to focus on landscape scale management of invasive plant issues.

The Washington Invasive Species Council will provide technical and operational support to the CONSULTANT. The CONSULTANT will be responsible for the following tasks:

a. Regional stakeholder outreach within the project footprint of the Columbia River Basin states. Contacting potential stakeholders with information about the group, benefits, and invitation to join a collaborative group kick-off.

b. Organize and facilitate a collaborative group kick-off meeting as well as a flowering rush regional summit, to be held in a centrally located city within the Columbia River Basin states. Identify potential speakers, solicit participation, and develop kick-off meeting and summit agenda. Summit topics to include new research, best management practices, policy workgroup discussions, and regional information sharing panels. The kick-off meeting may be held in conjunction with the regional summit.

c. Develop a sustainable framework for the collaborative group to continue past the funded life of the project. Activities to include formation of a leadership committee, funding committee, and other committees as necessary.

d. Develop a regional management plan, following the kick-off meeting and flowering rush regional summit. The management plan will be the basic foundation for permitting, policy, research, funding implementation of containment, control, and eradication activities within the region long-term. The regional management plan must be fully complete by end of the contract period and accepted by the collaborative group leadership committee and AGENCY.

e. Provide AGENCY and collaborative members a digital final report of all project activities, documenting successes and challenges. This documentation will be used to adapt or improve the regional plan as needed. The report will be made available to other regions of the United States, to be used as a model to address landscape scale issues in other regions. Information documented must include items F, G, H, and I.

f. Partnership development and recruitment, building institutional capacity and increasing the number of organizations contributing to project goals. Documentation of number of contributing partners, for reporting to AGENCY.

g. Provide assistance to citizens, project stakeholders, agency staff or others via outreach, training, or technical assistance activities. Document number of people reached, for reporting to AGENCY.

h. Query collaborative group members regarding acres and miles under improved management, in addition to acres and miles receiving invasive species removal. Document number of citizens, project stakeholders, agency staff or others reached, for reporting to AGENCY.

i. Track member participation in the collaborative group meetings, committee meetings, flower rush summit and in any other events. Document the number of citizens, project stakeholders, agency staff or others contributing, in report to AGENCY.

1.4 MINIMUM QUALIFICATIONS

Minimum qualifications include:

- Licensed to do business in the State of Washington or provide a commitment that it will become licensed in Washington within thirty (30) calendar days of being selected as the Apparently Successful Contractor.
- Three years of experience in local, state or regional planning, at least two years of experience with invasive species issues, and at least two years of experience in natural resource policy development.
- Experience with the requirements of the open public meetings act.
- Experience with remote conferencing software, recording systems, social media and facilitation tools.
- Experience writing reports, invasive species management plans, landscape scale regional plans, and in report layout and graphic design.
- Experience planning, organizing, and hosting large meetings, workshops, and conferences.

Bidders who do not meet these minimum qualifications may be rejected as non-responsive and will not receive further consideration. Any proposal that is rejected as non-responsive will not be evaluated and no score will be assigned.

1.5 FUNDING

The AGENCY has budgeted an amount not to exceed Fifty-Six Thousand Dollars (**$56,000**) for this project. Proposals in excess of $56,000 will be considered non-responsive and will not be evaluated.

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

1.6 PERIOD OF PERFORMANCE

The period of performance resulting from this RFQQ is scheduled to begin on or about **April 12, 2017** and to end on **December 15, 2019**. The AGENCY reserves the option at its sole discretion to extend the contract for up to two additional months.

1.7 DEFINITIONS

Definitions for the purposes of this RFQQ include:

Consultant – Individual submitting a proposal in order to attain a contract with the AGENCY.

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

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

Request for Qualifications and Quotations (RFQQ) – Formal procurement document in which services needed are identified and firms are invited to provide their qualifications to provide the services and their hourly rates.

1.8 AMERICANS WITH DISABILITIES ACT

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

2. GENERAL INFORMATION FOR CONSULTANTS

2.1 RFQQ COORDINATOR

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

Name	Justin Bush
Mailing Address Street Address	PO Box 40917, Olympia WA 98504-0917 1111 Washington St. SE, 2nd Floor E, Olympia WA 98501
Phone Number	360-902-3088
E-Mail Address	Justin.bush@rco.wa.gov

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

2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Qualifications and Quotations	February 15, 2017
Pre-proposal Conference (if necessary)	March 8, 2017
Issue addendum to RFQQ (if applicable)	March 10, 2017
Deadline for receiving complaints	March 14, 2017
Proposals due	**March 20, 2017 – 4:00 P.M. local time**
Evaluate proposals	March 21-24, 2017
Conduct oral interviews with finalists, if required	March 28, 2017
Announce “Apparent Successful Contractor” and send notification via fax or e-mail to unsuccessful proposers	March 30, 2017
Hold debriefing conferences (if requested)	April 3-6, 2017
Negotiate contract	April 3-10, 2017
Begin contract work	April 12, 2017

The AGENCY reserves the right to revise the above schedule.

2.3 PREPROPOSAL CONFERENCE

A pre-proposal conference, if needed, is scheduled for **March 8, 2017, at 1:00 p.m.** local time in Olympia, Washington. The location of the pre-proposal conference is the **AGENCY headquarters, 2nd Floor of the Natural Resources Building, 1111 Washington Street SE, Olympia, WA 98501**.

Participants may also join the pre-proposal conference remotely via GoToWebinar. GoToWebinar users must register for the webinar prior to conference by visiting https://attendee.gotowebinar.com/register/2253615488061406723. All webinar users should visit http://help.citrix.com/getready if they have not used this webinar service before.

All prospective CONSULTANTS should call in or attend; however, attendance is not mandatory.

AGENCY shall be bound only to AGENCY's written answers to questions. Questions arising at the pre-proposal conference or in subsequent communication with the RFQQ Coordinator will be documented and answered in written form. A copy of the questions and answers will be sent to each prospective CONSULTANT who has received a copy of the RFQQ through the Washington's Electronic Bidding Solution (WEBS) or made the RFQQ Coordinator aware of its interest in this procurement.

2.4 COMPLAINT PROCEDURE

The complaint process is available to CONSULTANTS interested in this solicitation. The complaint process allows CONSULTANTS to focus on the solicitation requirements and evaluation process and raise issues with these processes early enough in the process to allow an agency to correct a problem before proposals are submitted and time expended on evaluations.

A CONSULTANT may submit a complaint based on any of the following:

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

CONSULTANTS may submit complaints up to five (5) business days prior to the proposal due date noted in the Estimated Schedule of Procurement Activities. However, CONSULTANTS are encouraged to submit complaints as soon as possible so AGENCY can rectify the issue(s) early in the process. Complaints must be submitted to the RFQQ Coordinator. In order to be considered a valid complaint, the complaint must meet the following requirements:

- Must be in writing.
- Must be sent to the procurement coordinator, or designee, in a timely manner.
- Should clearly articulate the basis for the complaint.
- Should include a proposed remedy.

Complaints not received by the deadline noted in the Estimated Schedule of Procurement Activities will not be reviewed by AGENCY.

The AGENCY Contracts Administrator or an employee delegated by the Contracts Administrator will review valid complaints and respond to the submitter in writing. The response, and any changes to the solicitation, will be posted to WEBS prior to the proposal due date. Any complaint addressed during the complaint process cannot be raised during the protest process.

2.5 SUBMISSION OF PROPOSALS

E-Mail Submittal Only
CONSULTANTS are required to submit an electronic copy of their bid proposal to the RFQQ Coordinator, Justin Bush, at justin.bush@rco.wa.gov. The proposal must arrive at the AGENCY no later than **4:00 P.M. Local Time on March 20, 2017.**

CONSULTANTS should allow sufficient time to ensure timely receipt of the proposal by the RFQQ 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.

Proposals may NOT be transmitted in hard copy or by using fax transmission.

2.6 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

Materials submitted in response to this competitive procurement shall become the property of the AGENCY.

All proposals received shall remain confidential until the contract(s), if any, resulting from this RFQQ is signed by the Director of the AGENCY and the apparent successful Contractor; thereafter, the proposals shall be deemed public records as defined in RCW 42.17.250 to.340, "Public Records."

Any information in the proposal that the CONSULTANT desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.17.250 to .340 must be clearly designated. The page must be identified and the particular exception from disclosure upon which the CONSULTANT is making the claim. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on the lower right hand corner of the page.

The AGENCY will consider a CONSULTANT'S request for exemption from disclosure; however, the AGENCY will make a decision predicated upon Chapter 42.17 RCW and Chapter 143-06 of the Washington Administrative Code. Marking the entire proposal exempt from disclosure will not be honored. The CONSULTANTS must be reasonable in designating information as confidential. If any information is marked as proprietary in the proposal, such information will not be made available until the affected proposer has been given an opportunity to seek a court injunction against the requested disclosure.

A charge will be made for copying and shipping, as outlined in RCW 42.17.300. No fee shall be charged for inspection of contract files, but twenty-four (24) hours' notice to the RFQQ Coordinator is required. All requests for information should be directed to the RFQQ Coordinator.

2.7 REVISIONS TO THE RFQQ

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

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

2.8 MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

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

The established annual procurement participation goals for MBE is 10% and for WBE, 4%, for this type of project. These goals are voluntary. Bidders may contact OMWBE at 360/753-9693 to obtain information on certified firms.

2.9 ACCEPTANCE PERIOD

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

2.10 RESPONSIVENESS

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

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

2.11 MOST FAVORABLE TERMS

The AGENCY reserves the right to make its award(s) without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms, which the CONSULTANT can propose. The AGENCY does reserve the right to contact a CONSULTANT for clarification of its proposal.

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

2.12 CONTRACT AND GENERAL TERMS & CONDITIONS

Any apparent successful CONTRACTOR will be expected to enter into a contract, which is substantially the same as the contract and general terms and conditions described in **Exhibit B.** In no event is a CONSULTANT to submit its own standard contract terms and conditions in response to this solicitation. The CONSULTANT may submit exceptions as allowed in the Certifications and Assurances section, Exhibit A to this solicitation. The AGENCY will review requested exceptions and accept or reject the same at its sole discretion.

2.13 COSTS TO PROPOSE

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

2.14 NO OBLIGATION TO CONTRACT

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

2.15 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 RFQQ.

2.16 COMMITMENT OF FUNDS

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

2.17 INSURANCE COVERAGE

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

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

1. Automobile Liability. In the event that services delivered pursuant to this contract involve the use of vehicles, either owned or un-owned by the CONTRACTOR, automobile liability insurance shall be required.

2. The insurance required shall be issued by an insurance company/ies authorized to do business within the State of Washington.

At AGENCY's request, CONTRACTOR shall submit to AGENCY within 15 days of the contract effective date, a certificate of insurance which outlines the coverage and limits defined in the *Insurance* section. CONTRACTOR shall submit renewal certificates as appropriate during the term of the contract.

Worker's Compensation Coverage

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

3. PROPOSAL CONTENTS

Proposals must be submitted by e-mail to the RFQQ Coordinator, Justin Bush, at justin.bush@rco.wa.gov. Proposals are due **March 20, 2017, by 4:00 p.m. local time in Olympia, WA.**

The three major sections of the proposal are to be submitted in the order noted below:

1. Letter of Submittal, including signed Certifications and Assurances (Exhibit A to this RFQQ)
2. Qualifications
3. Quotation

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

Items in this section marked "mandatory" must be included as part of the proposal for the proposal to be considered responsive; however, these items are not scored. Items marked "scored" are those that are awarded points as part of the evaluation conducted by the evaluation team.

3.1 LETTER OF SUBMITTAL (MANDATORY)

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

3.2 QUALIFICATIONS SECTION

The services to be provided under this project are described in Section 1.4.

The Qualifications Section of the proposal must contain information that will demonstrate to the evaluation committee the CONSULTANT'S understanding of the types of services proposed, the CONSULTANT'S ability to accomplish them, and the ability to meet tight timeframes.

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

3.2.1 BUSINESS INFORMATION (MANDATORY)

A. State the name of the CONSULTANT, address, phone number, fax number, e-mail address, legal status of entity (ownership) and year entity was established as it now substantially exists.

B. Provide the CONSULTANT'S Federal Employer Tax Identification number or Social Security number and the Washington Uniform Business Identification (UBI) number issued by the State of Washington Department of Revenue.

C. Identify any State employees or former State employees employed by the CONSULTANT as of the date of the proposal. Include their position and responsibilities with the CONSULTANT. If following a review of this information, it is determined by the AGENCY that a conflict of interest exists; the CONSULTANT may be disqualified from further consideration for the award of a contract.

D. If the CONSULTANT 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.

E. If the CONSULTANT has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the CONSULTANT'S non-performance or poor performance and the issue of performance was either; (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default.

F. Submit full details of the terms for default including the other party's name, address, and phone number. Present the CONSULTANT'S position on the matter.

The AGENCY will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If no such termination for default has been experienced by the CONSULTANT in the past five years, so indicate.

3.2.2. QUALIFICATIONS

1. EDUCATION & TRAINING (SCORED)

A. Describe the degrees attained, areas of specialization, and institutions of higher learning attended.

B. Describe any continuing education or training courses attended within the past five years that are applicable to the services in this RFQQ.

2. EXPERIENCE (SCORED)

A. Describe services in this RFQQ that have been provided to other clients that indicate the CONSULTANT'S ability to provide these services.

B. Describe the CONSULTANT'S recent experience with state, federal, regional, or local entities within the Columbia River Basin states, and/or the Washington Invasive Species Council, or another state or provincial invasive species coordination organization within the Columbia River Basin (WA, OR, ID, MT, UT, WY, AZ and BC).

3. REFERENCES

A. List names, addresses, telephone numbers, fax numbers and e-mail addresses of three business references for which work has been accomplished and briefly describe the type of service provided for them.

B. The CONSULTANT must grant permission to the AGENCY to contact the references and others who may have pertinent information. Do not include current AGENCY staff as references.

4. SCHEDULE (SCORED)

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

5. OMWBE CERTIFICATION (OPTIONAL AND NOT SCORED)

Include proof of certification issued by the Washington State Office of Minority and Women's Business Enterprises if certified minority-owned firm and/or women-owned firm(s) will be participating on this project.

3.3 QUOTATIONS SECTION

3.3.1 Identification of Costs (SCORED)

The quotations section must list all hourly rates for services anticipated under the proposed contract. The hourly rates are to represent fully weighted costs. This includes administrative costs, travel costs, or any other applicable fees that would be charged under this contract.

CONSULTANTS are required to collect and pay Washington state sales tax, if applicable. The evaluation process is designed to award this procurement not necessarily to the CONSULTANT of least cost, but rather to the CONSULTANT whose proposal best meets the requirements of this RFQQ. CONSULTANTS are encouraged, however, to submit proposals, which are consistent with State government efforts to conserve state resources.

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. References will be reviewed and considered when making final selections of proposals. The evaluation of proposals shall be accomplished by an evaluation team, 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 a verbal presentation in person, or via webinar.

4.2 CLARIFICATION OF PROPOSAL

The RFQQ Coordinator may contact the CONSULTANT for clarification of any portion of the CONSULTANT'S proposal.

4.3 EVALUATION SCORING

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

Qualifications Section:	
Education & Training	15 points
Experience	50 points
Schedule	20 points
Quotation	15 points
TOTAL	100 POINTS

4.4 VERBAL PRESENTATIONS MAY BE REQUIRED

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

4.5 NOTIFICATION TO PROPOSERS

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

4.6 DEBRIEFING OF UNSUCCESSFUL PROPOSERS

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

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

4.7 PROTEST PROCEDURE

This procedure is available to CONSULTANTS who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the CONSULTANT is allowed three (3) business days to file a protest of the acquisition with the RFQQ Coordinator. Protests may be submitted by facsimile, but should be followed by the original document.

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

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

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

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

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

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

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

The final determination of the protest shall:

- Find the protest lacking in merit and uphold the 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.

5. RFQQ EXHIBITS

Exhibit A Certifications and Assurances

Exhibit B Sample AGENCY Contract with General Terms and Conditions (GT&Cs)

Exhibit C Columbia River Basin States Cooperative Weed Management Area Project Map

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 60 days following receipt, and it may be accepted by the AGENCY without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
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 Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly, to any other Proposer 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 Proposer 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 CONSULTANT and the lead staff person to perform the services contemplated by this RFQQ.
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 Section 2.12, Contract and General Terms and Conditions.) If Contract exceptions are being submitted, I/we have attached them to this form.

On behalf of the CONSULTANT submitting this proposal, my name below attests to the accuracy of the above statement.

_____
Signature of Proposer

_____
Title Date

EXHIBIT B

CONTRACT FOR PERSONAL SERVICES
BETWEEN
THE STATE OF WASHINGTON
RECREATION AND CONSERVATION OFFICE
AND
(Contractor)

This Contract is made and entered into by and between the state of Washington, Recreation and Conservation Office hereinafter referred to as the "AGENCY", and the below named firm, hereinafter referred to as "CONTRACTOR,"

(contractor name)

(address)

(city, state zip)

Phone:

FAX:

Email:

WA State UBI Number:

PURPOSE

To establish and coordinate a regional collaborative involving states within the Columbia River Basin (WA, OR, ID, MT, NV, UT, WY and BC) in order to bring together partners, share information, hold a regional summit, and develop a long-term regional management plan for managing flowering rush in the Columbia River Basin states.

SCOPE OF WORK

The CONTRACTOR will work with the Washington Invasive Species Council and regional partners to establish a Cooperative Weed Management Area (CWMA or collaborative group) to collaboratively address invasive plant issues in the Columbia River Basin, focusing on flowering rush. Project will bring tribal, state, federal, provincial, and governmental organizations together to focus on landscape scale management of invasive plant issues.

The Washington Invasive Species Council will provide technical and operational support to the CONSULTANT. The CONSULTANT will be responsible for the following tasks:

a. Regional stakeholder outreach within the project footprint of the Columbia River Basin states. Contacting potential stakeholders with information about the group, benefits, and invitation to join a collaborative group kick-off.

b. Organize and facilitate a collaborative group kick-off meeting as well as a flowering rush regional summit, to be held in a centrally located city within the Columbia River Basin states. Identify potential speakers, solicit participation, and develop kick-off meeting and summit agenda. Summit topics to include new research, best management practices, policy workgroup discussions, and regional information sharing panels. The kick-off meeting may be held in conjunction with the regional summit.

c. Develop a sustainable framework for the collaborative group to continue past the funded life of the

project. Activities to include formation of a leadership committee, funding committee, and other committees as necessary.

d. Develop a regional management plan, following the kick-off meeting and flowering rush regional summit. The management plan will be the basic foundation for permitting, policy, research, funding implementation of containment, control, and eradication activities within the region long-term. The regional management plan must be fully complete by end of the contract period and accepted by the collaborative group leadership committee and AGENCY.

e. Provide AGENCY and collaborative members a digital final report of all project activities, documenting successes and challenges. This documentation will be used to adapt or improve the regional plan as needed. The report will be made available to other regions of the United States, to be used as a model to address landscape scale issues in other regions. Information documented must include items F, G, H, and I.

f. Partnership development and recruitment, building institutional capacity and increasing the number of organizations contributing to project goals. Documentation of number of contributing partners, for reporting to AGENCY.

g. Provide assistance to citizens, project stakeholders, agency staff or others via outreach, training, or technical assistance activities. Document number of people reached, for reporting to AGENCY.

h. Query collaborative group members regarding acres and miles under improved management, in addition to acres and miles receiving invasive species removal. Document number of citizens, project stakeholders, agency staff or others reached, for reporting to AGENCY.

i. Track member participation in the collaborative group meetings, committee meetings, flower rush summit and in any other events. Document the number of citizens, project stakeholders, agency staff or others contributing, in report to AGENCY.

PERIOD OF PERFORMANCE

The period of performance resulting from this RFQQ is scheduled to begin on or about **April 12, 2017** and to end on **December 15, 2019**. The AGENCY reserves the option at its sole discretion to extend the contract for up to two additional months.

COMPENSATION AND PAYMENT

Total compensation payable to CONTRACTOR for satisfactory performance of the work under this contract shall not exceed Fifty-Six Thousand Dollars (**$56,000**) for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

Deliverables are subject to review and approval by AGENCY prior to payment.

CONTRACTOR'S compensation for services rendered shall be based on the following rates:

Contractor	**Hourly Rate**
	$

Budget

This program budget is based on the actual number of hours to prepare for and facilitate meetings and provide for final documentation and recommendations.

Travel

CONTRACTOR shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by the AGENCY as reimbursable, which is included in the contract total above.

Such expenses may include transportation expenses, lodging and subsistence necessary during periods of required travel. CONTRACTOR shall receive compensation for travel expenses at current state travel reimbursement rates.

BILLING PROCEDURES AND PAYMENT

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

The invoices shall describe and document, to the AGENCY'S satisfaction, a description of the work performed, the progress of the project, and fees. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must be retained by the CONTRACTOR for any single expense in the amount of $50.00 or more.

Invoices shall include the individual performing the work, the number of hours and the hourly rate.

Invoices must be submitted electronically using PRISM online. Information is available on RCO's website located at http://www.rco.wa.gov/doc_pages/reimbursement.shtml . Contact the agency at ebilling@rco.wa.gov with any questions.

Payment shall be considered timely if made by the AGENCY within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the CONTRACTOR.

The AGENCY may, in its sole discretion, terminate the contract or withhold payments claimed by the CONTRACTOR for services rendered if the CONTRACTOR fails to satisfactorily comply with any term or condition of this contract. No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the AGENCY.

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

The AGENCY shall withhold ten percent (10%) from the final payment until acceptance by the AGENCY of the final report.

PERFORMANCE REPORTING

The CONTRACTOR will complete Progress Reports and Final Reports using PRISM Online. A training video is available at http://www.rco.wa.gov/prism_app/Prism-Training.shtml.

CONTRACT MANAGEMENT

The Contract Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this Contract.

CONTRACTOR Contract Manager	**AGENCY Contract Manager**
Contract Manager's Name Contractor's Org Address City, State & Zip *Phone :* *Fax:* *Email address:*	Contract Manager's Name Recreation and Conservation Office PO Box 40917 Olympia, WA 98504-0917 *Phone:* *Fax:* (360) 902-3026 *Email address:*

INSURANCE

The CONTRACTOR shall provide insurance coverage as set out in this section (or as set forth in the Request for Qualifications and Quotations No. RCO1701). 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 subcontract, or agents of either, while performing under the terms of this contract.

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

1. Commercial General Liability Insurance Policy – Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than $1,000,000 per occurrence. Additionally, the CONTRACTOR is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

2. Automobile Liability – In the event that services delivered pursuant to this contract involve the use of vehicles, either owned or un-owned by the CONTRACTOR, automobile liability insurance shall be required. The minimum limit for automobile liability is:

   $1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

3. The insurance required shall be issued by an insurance company/ies authorized to do business within the state of Washington, and shall name the state of Washington, its agents and employees as additional insureds under the insurance policy/ies. All policies shall be primary to any other valid and collectable insurance. CONTRACTOR shall instruct the insurers to give AGENCY 30 days advance notice of any insurance cancellation.

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

ASSURANCES

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

ORDER OF PRECEDENCE

Each of the exhibits listed below is by this reference hereby incorporated into this contract. In the event of an inconsistency in this contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions as contained in this basic contract instrument
- General Terms and Conditions
- Request for Qualifications and Quotations No. RCO1701
- Contractor's Proposal dated on or before March 20, 2017.
- Any other provision, term or material incorporated herein by reference or otherwise incorporated.

ENTIRE AGREEMENT

This contract including referenced exhibits represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

CONFORMANCE

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

APPROVAL

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

THIS CONTRACT, consisting of pages, is executed by the persons signing below who warrant that they have the authority to execute the contract.

(contractor name)		**RECREATION AND CONSERVATION OFFICE**	
Signature		Signature	
Title	Date	Title	Date

GENERAL TERMS AND CONDITIONS

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

A. "AGENCY" shall mean the Recreation and Conservation Office 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" shall mean the Director, and/or the delegate authorized in writing to act on the Director's behalf.

C. "CONTRACTOR" shall mean that firm, provider, organization, individual or other entity performing service(s) under this contract, and shall include all employees of the CONTRACTOR.

D. "SUBCONTRACTOR" shall mean one not in the employment of the CONTRACTOR, who is performing all or part of those services under this contract under a separate contract with the CONTRACTOR. The terms "SUBCONTRACTOR" and "SUBCONTRACTORS" means SUBCONTRACTOR(s) in any tier.

ACCESS TO DATA
In compliance with RCW 39.29.080, the CONTRACTOR shall provide access to data generated under this contract to AGENCY, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the CONTRACTOR'S reports, including computer models and methodology for those models.

ADVANCE PAYMENTS PROHIBITED
No payments in advance of or in anticipation of goods or services to be provided under this 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) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35
The CONTRACTOR must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and 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.

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/SAFEGUARDING OF 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.

CONFLICT OF INTEREST
Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONTRACTOR terminate this contract if it is found after due notice and examination by the AGENT that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONTRACTOR in the procurement of, or performance under this contract.

In the event this contract is terminated as provided above, the AGENCY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of the contract by the CONTRACTOR. The rights and remedies of the AGENCY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the AGENT makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

COPYRIGHT PROVISIONS

Unless otherwise provided, all materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the AGENCY. The AGENCY shall be considered the author of such materials. In the event the materials are not considered "works for hire" under the U.S. Copyright laws, CONTRACTOR hereby irrevocably assigns all right, title, and interest in materials, including all intellectual property rights, to the AGENCY effective from the moment of creation of such materials.

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

For materials that are delivered under the contract, but that incorporate pre-existing materials not produced under the contract, CONTRACTOR hereby grants to 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. 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 CONTRACTOR shall exert all reasonable effort to advise the AGENCY, at the time of delivery of materials furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document that was not produced in the performance of this contract.

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

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.

DISALLOWED COSTS

The 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 AGENT.

1. The request for a dispute hearing must:
   - Be in writing;
   - State the disputed issue(s);
   - State the relative positions of the parties;
   - State the CONTRACTOR'S name, address, and contract number; and

- Be mailed to the AGENT and the other party's (respondent's) contract manager within 3 working calendar days after the parties agree that they cannot resolve the dispute.

2. The respondent shall send a written answer to the requester's statement to both the agent and the requester within 5 working calendar days.
3. The AGENT shall review the written statements and reply in writing to both parties within 10 working days. The AGENT may extend this period if necessary by notifying the parties.
4. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this 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.

INDEMNIFICATION
The CONTRACTOR shall defend, indemnify, and hold the STATE and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the actual or alleged acts, errors, omissions or negligence of, or the breach of any obligation under this AGREEMENT by, the CONTRACTOR or the CONTRACTOR'S agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONTRACTOR may be legally liable.

Provided that nothing herein shall require a CONTRACTOR to defend or indemnify the STATE against and hold harmless the STATE from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE, its agents, officers, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE may be legally liable.

Provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONTRACTOR or the CONTRACTOR'S agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONTRACTOR is legally liable, and (b) the STATE, its agents, officers, employees, sub consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE may be legally liable, the indemnity obligation shall be valid and enforceable only to the extent of the CONTRACTOR'S negligence or the negligence of the CONTRACTOR'S agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONTRACTOR may be legally liable.

This provision shall be included in any agreement between CONTRACTOR and any sub consultant, subcontractor and vendor, of any tier.

The CONTRACTOR shall also defend, indemnify, and hold the STATE and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONTRACTOR or the CONTRACTOR'S agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONTRACTOR may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE, its agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE's, its agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE, its agents, officers and employees by the CONTRACTOR, its agents, employees, sub consultants,

subcontractors or vendors, of any tier, or any other persons for whom the CONTRACTOR may be legally liable.

The CONTRACTOR specifically assumes potential liability for actions brought by the CONTRACTOR'S own employees or its agents against the STATE and, solely for the purpose of this indemnification and defense, the CONTRACTOR specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

The AGENCY is included within the term STATE, as are all other agencies, departments, boards, or other entities of state government.

This provision was the result of mutual negotiation between the parties.

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. If the CONTRACTOR fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, AGENCY may collect from the CONTRACTOR the full amount payable to the Industrial Insurance accident fund. The AGENCY may deduct the amount owed by the CONTRACTOR to the accident fund from the amount payable to the CONTRACTOR by the AGENCY under this contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the 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.

LIMITATION OF AUTHORITY

Only the AGENT or AGENT'S delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the AGENT.

NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

In the event of the CONTRACTOR'S non-compliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the CONTRACTOR may be declared ineligible for further contracts with the AGENCY. The CONTRACTOR shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

NONDISCRIMINATION

During the performance of this contract, the CONTRACTOR shall comply with all federal and state nondiscrimination laws, regulations and policies.

PRIVACY

Personal information including, but not limited to, "Protected Health Information," collected, used, or acquired in connection with this 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.

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 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.

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.

SAVINGS
In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this 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.

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 Department for any breach in the performance of the contractor's duties. This clause does not include contracts of employment between the contractor and personnel assigned to work under this contract.

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 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 10 calendar days written notice, terminate this contract, in whole or in part beginning on the second day after the mailing. 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:

1. Stop work under the contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
3. 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;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the AGENT to the extent AGENT may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to 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;
6. Complete performance of such part of the work as shall not have been terminated by the AGENT; and
7. Take such action as may be necessary, or as the AGENT may direct, for the protection and preservation of the property related to this contract, which is in the possession of the 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.

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

The agency complies with U.S. Department of the Treasury, Office of Foreign Assets Control (OFAC) payment rules. OFAC prohibits financial transactions with individuals or organizations, which have been placed on the OFAC Specially Designated Nationals (SDN) and Blocked Persons sanctions list located at http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx. Compliance with OFAC payment rules ensures that the agency does not conduct business with individuals or organizations that have been determined to be supporters of terrorism and international drug dealing or that pose other dangers to the United States.

Prior to making payment to individuals or organizations, the agency will download the current OFAC SDN file and compare it to agency and statewide vendor files. In the event of a positive match, the agency reserves the right to: (1) make a determination of “reasonability” before taking the positive match to a higher authority,

(2) seek assistance from the Washington State Office of the State Treasurer (OST) for advanced assistance in resolving the positive match, (3) comply with an OFAC investigation, if required, and/or (4) if the positive match is substantiated, notify the CONTRACTOR in writing and terminate the contract according to the Termination for Convenience provision without making payment. The agency will not be liable for any late payment fees or missed discounts that are the result of time required to address the issue of an OFAC match.

WAIVER

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

Columbia River Basin States
Cooperative Weed Management Area

Project Map