

**STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY**

**REQUEST FOR QUALIFICATIONS AND QUOTATIONS
RFQQ 0914 WCC**

PROJECT TITLE: PROVIDE WILDERNESS FIRST AID AND WILDERNESS FIRST RESPONDER TRAINING

PROPOSAL DUE DATE:

December 5, 2008, 4:00 p.m. local time in Lacey, Washington.

EXPECTED TIME PERIOD FOR CONTRACT:

February 1, 2009 through January 31, 2010. The Department of Ecology reserves the right at its discretion to extend the contract for up to five additional one-year periods.

BIDDER ELIGIBILITY: This procurement is open to those Contractors that satisfy the minimum stated qualifications and that are licensed and insured for work in Washington State.

OBJECTIVE:

The objective of this Request for Qualifications and Quotations (RFQQ) is to establish a personal services contract for the Department of Ecology. ECOLOGY is currently seeking one firm to provide the requested services for Wilderness First Aid and Wilderness First Responder training. The successful firm shall perform the training classes requested in this RFQQ.

CONTENTS OF THE REQUEST FOR QUALIFICATIONS AND QUOTATIONS:

1. Introduction
2. General Information for Contractors
3. Proposal Contents
4. Evaluation and Contract Award
 - Attachments
 - A. Certifications and Assurances
 - B. Sample Personal Services Contract including General Terms and Conditions

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1. INTRODUCTION

1.1 Purpose and Background

The Washington State Department of Ecology hereafter called “ECOLOGY,” is initiating this RFQQ to solicit proposals from qualified Wilderness First Aid (WFA) and Wilderness First Responder (WFR) training firms interested in providing training to the Washington Conservation Corps (WCC) and possibly other Ecology programs.

WCC training will occur annually in March and June at a conference facility with housing and meals provided for trainers and participants. The March session must consist of an expanded Wilderness First Aid Training that acts as the first half of a Wilderness First Responder Certification Training. The second half of the WFR must be completed in the June session. For the June session the WCC will also require a standard Wilderness First Aid Certification Course. Training firms must develop a curriculum that fits into a compressed time schedule as follows. Each session will consist of four days. Training will commence at 9:00 am on the first day and end at 3:00 pm on the final day of each session.

The 2009 training year dates will be March 9-12 and June 8-11, and the location will be Seabeck Christian Conference Center in Seabeck, Washington. Attendance of participants is variable from session to session but is typically from 24-40 for each course. Firms interested in developing a curriculum that meets the time requirements and providing this training are encouraged to bid.

The Washington Conservation Corps is a job training program for 18-25 year old young adults who work in the outdoors for a one year term of service providing resource enhancement to the State of Washington and emergency response nationally. Many of the six person work crews spend extended periods of time in the back-country doing work such as building trails and fighting wildland fires. This training is being provided as part of a formal training program that provides skills for current work activities and for future career enhancement. Members can choose from a number of offerings that will be provided at the same site and time as the WFA/WFR trainings.

1.2 Type of Contract

ECOLOGY anticipates awarding a personal services contract for a specific wilderness training curriculum. Each year ECOLOGY will determine the training needs of its staff. ECOLOGY will decide whether the current curriculum will be updated or modified for the following year before extending the contract for additional years. The contractor must agree to any changes in order to provide training in subsequent years. ECOLOGY seeks to acquire these services that best meet the State’s needs at the lowest cost and best value.

1.3 Minimum Qualifications:

1. Licensed to do business in the State of Washington.
2. Provided this type of training for at least 3 years to other groups of similar size.
3. Capable of working within given time constraints.

1.4 General Scope of Services

Deliverables: The contractor will perform trainings at the dates and locations provided by Ecology, and produce certifications for participants who meet the requirements of the courses.

Form of Deliverable: Training firms will provide sufficient staff, training materials, and expertise at the site of the trainings to meet the objectives of the courses.

Deliverable Due Dates: The contractors and the ECOLOGY training managers will discuss training dates, logistics and times as needed.

1.5 Project Assignment

Training will commence at 9:00 a.m. on the first day and end at 3:00 p.m. on the final day of each session. For the 2009 training year the dates will be March 9-12 and June 8-11, and the location will be Seabeck Christian Conference Center in Seabeck, Washington.

1.6 Project Funding

Any contract awarded as a result of this procurement is contingent upon the availability of funding. **FUNDING SOURCE**: The Corporation for National and Community Service; Federal AmeriCorps Program (CFDA # 94.006) in the amount not to exceed of Thirty Five Thousand dollars (\$ 35,000)

CERTIFICATION REGARDING SUSPENSION, DEBARMENT, AND OTHER

RESPONSIBILITY MATTERS: Federal Executive Order 12549 provides that Executive departments and agencies shall participate in a government-wide system for monitoring suspended, debarred and excluded parties. These departments and agencies have further passed this requirement onto their recipients and have provided pertinent regulations in the Code of Federal Regulations. The Contractor certifies that it is not suspended, debarred or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the Contractor is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot. The web site for checking suspended, debarred or excluded parties is www.epls.gov.

1.7 Period of Performance

The period of performance of any contract resulting from this RFQQ is tentatively scheduled to begin on or about February 1, 2009, and to end on January 31, 2010. Amendments extending the period of performance, if any, shall be at the sole discretion of ECOLOGY. ECOLOGY will reserve the right to renew the Contracts, in its sole discretion, for up to five 1-year periods.

1.8 Definitions

Definitions for the purposes of this RFQQ include:

ECOLOGY – The Department of Ecology is the Agency of the State of Washington that is issuing this RFQQ.

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

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

Request For Qualifications/Quotation (RFQQ) – A solicitation document in which the agency describes the services needed and invites Contractors to provide their qualifications to perform the services and to specify their costs or fees.

1.9 Americans with Disabilities Act (ADA)

ECOLOG Y complies with the ADA. Contractors may contact the RFQQ Coordinator to receive this RFQQ in Braille or on tape.

2. GENERAL INFORMATION FOR CONTRACTORS

2.1 RFQQ Coordinator

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

Name	Erin Keith
Street Address	Department of Ecology 300 Desmond Drive Lacey, WA 98503
Mailing Address	P.O. Box 47600 Olympia, WA 98504-7600
Phone Number	(360) 407-6706
Fax Number	(360) 407-7162
E-Mail Address	Ercu461@ecy.wa.gov

Any other communication with ECOLOGY staff will be considered unofficial and non-binding on ECOLOGY. Contractors 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 Contractor.

2.2 Estimated Schedule of Procurement Activities

Issue Request for Qualifications and Quotations	November 13, 2008
Submit written questions or clarifications of this RFQQ by e-mail to the RFQQ Coordinator	November 20, 2008
Response to Questions, (if applicable)	November 25, 2008
Issue addendum to RFQQ (if applicable)	December 2, 2008
Submit proposals by 4:00 p.m. local time Lacey, Washington	December 5, 2008
Evaluate proposals	December 8-18, 2008
Announce Apparent Successful Contractor and send notification via e-mail to unsuccessful Bidders	December 19, 2008
Begin contract work	February 1, 2009

ECOLOGY reserves the right to revise this schedule.

2.3 Submission of Proposals

General Instructions

Proposals must be submitted in hard copy or electronically. Proposals may not be transmitted via facsimile.

If submitting the proposal in hard copy, the following information is applicable: Contractors are required to submit three (3) hard copies of their proposal. One (1) copy must have original signatures and two (2) copies can have photocopied signatures. The proposal, whether mailed or hand delivered, must be received by ECOLOGY no later than date and time stated in Section 2.2 of this RFQQ. The proposal is to be sent to the RFQQ Coordinator at the address noted in Section 2.1 of this RFQQ. The envelope must be clearly marked to the attention of the RFQQ Coordinator, who is ECOLOGY's sole point of contact for this RFQQ.

Contractors mailing proposals should allow normal mail delivery time to ensure timely receipt of their proposals by the RFQQ Coordinator. Contractors who hand deliver proposals shall allow time for traffic congestion. Contractors assume the risk for the method of delivery chosen. ECOLOGY assumes no responsibility for delays caused by any delivery service.

If submitting the proposal electronically, the following information is applicable: Proposals being submitted electronically must be submitted as an attachment to an e-mail to the RFQQ Coordinator named in Section 2.1 of this RFQQ. Proposals must arrive by the date and time stated in Section 2.2 of this RFQQ. E-mail attachments shall be on Microsoft Word Software. Zipped files cannot be received by ECOLOGY and cannot be used for submission of proposals. Contractors submitting proposals via e-mail shall also send copies of the cover submittal letter and the certifications and assurances document with original signatures to the RFQQ Coordinator. ECOLOGY does not assume responsibility for any problems in the e-mail.

Late proposals will not be accepted and will be automatically disqualified from further consideration. The proposal must be complete and must stand on its own merits. Contractors should not respond by referring to material presented elsewhere. All proposals and accompanying documentation become the property of ECOLOGY and will not be returned.

Administrative Instructions

Submit all inquiries regarding clarification of this RFQQ, by e-mail, to the RFQQ Coordinator by the date and time stated in Section 2.2 of this RFQQ. ECOLOGY will not respond to telephone inquiries or visits by proposers or their representatives. The RFQQ Coordinator is the sole point of contact in ECOLOGY for this RFQQ.

Changes in Proposals Modification of proposals already received by ECOLOGY may be made. They must be received by ECOLOGY prior to due date for proposals. All modifications must be

made in writing with the signature of the proposer.

2.4 Proprietary Information/Public Disclosure

Proposals submitted in response to this competitive procurement shall become the property of ECOLOGY.

All proposals received shall remain confidential until the contract, if any, resulting from this RFQQ is signed by the Director of ECOLOGY and the apparent successful Contractor; thereafter, the proposals shall be deemed public records as defined in RCW 42.56.

Any information in the proposal that the Consultant desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.56 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.

ECOLOGY will consider a Consultant's request for exemption from disclosure; however, ECOLOGY will make a decision predicated upon RCW 42.56. Marking the entire proposal exempt from disclosure will not be honored. The Consultant 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 42.56. 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.

2.5 Revisions to the RFQQ

In the event it becomes necessary to revise any part of this RFQQ, addenda will be placed on the ECOLOGY website at the same location as this RFQQ (www.ecy.wa.gov select "Contracting and appropriate solicitation") and at the Department of General Administration WEBS website <https://fortress.wa.gov/ga/webscust/>.

ECOLOGY also reserves the right to cancel or to reissue the RFQQ in whole or in part, prior to contract signature.

2.6 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 OMWBE participation shall be required as a condition for receiving an award and proposals will not be rejected or considered non-responsive on that basis. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply.

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

2.7 Acceptance Period

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

2.8 Responsiveness

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

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

2.9 Most Favorable Terms

ECOLOGY 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 that the Contractor can propose. There will be no best and final offer procedure. ECOLOGY does reserve the right to contact a Contractor for clarification of its proposal during the evaluation process. In addition, if the Contractor is selected as an apparent successful Contractor, ECOLOGY reserves the right to enter into contract negotiations with an apparent successful Contractor, which may include discussion regarding the terms of the proposal. Contract negotiations may result in incorporation of some or the Contractor's entire proposal. The Contractor should be prepared to accept this RFQQ for incorporation into a contract resulting from this RFQQ. It is also understood that the proposal will become part of the contract and the official file.

2.10 Contract and General Terms & Conditions

The apparent successful Contractor will be expected to enter into a contract that is substantially the same as the sample contract and its general terms and conditions attached as Attachment B. In no event is a Contractor to submit its own standard contract terms and conditions in response to this solicitation. The Contractor may submit exceptions as allowed in the Certifications and Assurances section, Attachment A to this solicitation. ECOLOGY will review the requested exceptions and accept or reject those at its sole discretion.

2.11 Costs to Propose

ECOLOGY will not be liable for any costs incurred by the Contractor 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.

2.12 No Obligation to Contract

This RFQQ does not obligate the State of Washington or ECOLOGY to contract for any services.

2.13 Rejection of Proposals

ECOLOGY 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.

2.14 Commitment of Funds

The Director of ECOLOGY or his/her delegate is the only individuals who may legally commit ECOLOGY to the expenditure of funds for a contract resulting from this RFQQ. No costs or charges to this contract may be incurred before receipt of a fully signed contract.

2.15 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.

2.16 Insurance Coverage

The Contractor is to furnish ECOLOGY 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 insurance coverage that 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 ECOLOGY within fifteen (15) days of the contract's effective date.

Liability Insurance

1. **Commercial General Liability Insurance:** Contractor shall maintain 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. 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 insured's (cross liability) condition.

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

2. **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."

Employer's Liability ("Stop Gap") Insurance

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

Additional Provisions

The above insurance policy shall include the following provisions:

1. **Additional Insured.** ECOLOGY 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.** ECOLOGY 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 Department of Ecology 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 ECOLOGY'S 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, the State does not represent that coverage and limits will be adequate to protect the Contractor and such coverage and limits shall not limit the 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 responsible in any way for claims filed by the Contractor or its employees for services performed under the terms of this contract.

3. Proposal Contents

Proposals must be submitted on standard 8 1/2-inch by 11-inch paper and limited to 30 one-sided pages or 15 two-sided pages, exclusive of resumes and the cost portion of the proposal. Charts and spreadsheets may be larger. Standard brochures are not to be included in the proposal. There should be no unnecessary attachments, enclosures, or exhibits. Each section of the proposal must be clearly identified with appropriate headings. ECOLOGY must be able to print and copy proposals. The four major sections of the proposal are to be submitted in the order noted below:

1. Signed, Certified Letter of Submittal, including signed Certificates and Assurances (Attachment A to this RFQQ);
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 Contractor in preparing a thorough response.

Items in this section marked “mandatory” or “mandatory/scored” must be included as part of the proposal for the proposal to be considered responsive. Sections marked “mandatory” are not scored. Items marked “mandatory/scored” are those that are awarded points as part of the evaluation conducted by the evaluation team.

Failure to follow these instructions will result in disqualification.

3.1 Letter of Submittal (MANDATORY)

The Letter of Submittal and the attached Certifications and Assurances form (Attachment A to this RFQQ) must be signed and dated by a person authorized to legally bind the Contractor 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 Contractor and any proposed subcontractors:

1. Name, address, principal place of business, telephone number, and fax number/email address of legal entity or individual with whom a 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 Contractor (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.
5. Location of the facility from which the Contractor would operate.

6. Identity of 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 Contractor's organization. If following a review of this information it is determined by ECOLOGY that a conflict of interest exists, the Contractor may be disqualified from further consideration for the award of a contract.

3.2 Technical Proposal (MANDATORY/SCORED)

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

1. Project Approach/Methodology – Include a description of the Contractor's proposed approach and methodology for providing the services both inside the classroom and in an outdoor setting.
2. Work Plan – Include project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the work described this RFQQ. This section must contain sufficient detail to convey to the members of the evaluation team the Contractor's knowledge of the subjects and skills necessary to successfully complete the work.

3.3 Management Proposal

(1) Project Management (MANDATORY/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 contract, including any subcontractors. Only instructors will be allowed to attend the training sessions.
- 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. Provide résumés for the named staff that include information on the individual's particular skills related to this project; their education, experience, and significant accomplishments; and any other pertinent information. The Contractor must commit the same level of staff expertise throughout the duration of the contract.

(2) Experience of the Contractor (MANDATORY/SCORED)

Indicate the experience of the Contractor and any subcontractor. Indicate other relevant experience that indicates the qualifications of the Contractor, and any subcontractors, for the performance of the potential contract. Include a list of the most recent contracts the Contractor has had that relate to the Contractor's ability to perform the services needed under this RFQQ. Previous Wilderness First Responder instructor experience will be calculated in the scoring.

(3) References (MANDATORY/SCORED)

List names, addresses, telephone numbers, and fax numbers/e-mail addresses of three business references for which work has been accomplished, and briefly describe the type of service provided. The Contractor and staff proposed to provide the services must grant permission to ECOLOGY to contact references and others for whom services have been provided. Do not include current ECOLOGY staff as references. References will be contacted and scored for the top-ranking proposal(s) only.

(4) Related Information (MANDATORY)

- a. If the Contractor 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 a member of the Contractor'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 where previously or currently employed, job title or position held, and separation date.
- c. If the Contractor has had a contract terminated for default in the last five (5) years, describe such incident. Termination for default is defined as notice to stop performance due to the Contractor'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.
- d. Submit full details of the terms for default including the other party's name, address, and phone number. Present the Contractor's position on the matter. ECOLOGY 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 Contractor in the past five years, so indicate.

3.4 Cost Proposal (MANDATORY/SCORED)

A cost proposal for each training session must be included in the response as a separate component of the proposal. Cost proposals should be based on the number of participants per training session and reflect minimum/maximum numbers of students for a given per student cost. Travel and material expenses may be included in the overall cost per student but not separated out as line items. Below is an example of a cost breakdown:

- March Training Session
 - Wilderness First Aid (Wilderness First Responder, Part 1) \$XX/student
- June Training Session
 - Wilderness First Responder, Part 2 \$XX/student
 - Wilderness First Aid (stand alone) \$XX/student

4. EVALUATION AND CONTRACT AWARD

ALL MANDATORY REQUIREMENTS MUST BE SUBMITTED IN ORDER TO BE EVALUATED. *CONTRACTOR WILL BE HELD TO THE PRICE IN THEIR COST PROPOSAL OR ECOLOGY WILL MOVE TO THE NEXT BIDDER.*

4.1 Evaluation Procedure

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

4.2 Clarification of Proposal

The RFQQ Coordinator may contact the Contractor for clarification of any portion of the Contractor's proposal.

4.3 Evaluation and Scoring

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

Technical Proposal – 25% Development of curriculum for stated time constraints 25 points (maximum) Proposer's approach to planning, organization, and management on past projects with respect to such factors as budget control, ability to meet schedules, and quality of work. 10 points (maximum)	25 points 10 points
Management Proposal – 50% Project team's structure/internal controls 10 points (maximum) Staff qualifications/experience teaching Wilderness First Responder 20 points (maximum) Contractor's past experience with similar contracts 20 points (maximum) Large group training experience 20 points (maximum)	10 points 20 points 20 points 20 points
Cost Proposal	25 points
Sub-Total	130 points
References [top-scoring proposer(s) only]	10 points
GRAND TOTAL FOR WRITTEN PROPOSAL	140 points

References will be contacted for the top-scoring proposer(s) only and the points will then be scored and added to the total score.

4.4 Oral Presentations May be Required

Written submittals and oral presentations, if considered necessary, may be utilized in selecting the winning proposal. ECOLOGY, at its sole discretion, may elect to select the top-scoring finalists from the written evaluation for an oral presentation and final determination of contract award. Should ECOLOGY elect to hold oral presentations, it will contact the top-scoring Contractor(s) to schedule a date, time, and location. Commitments made by the Contractor at the oral interview, if any, will be considered binding.

The score from the oral presentation will determine the apparently successful proposer.

4.5 Notification to Proposers

Firms whose proposals have not been selected for further negotiation or award will be notified 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 Contractor is e-mailed. The debriefing must be held within two weeks of the request.

Discussion will be limited to a critique of the requesting bidder'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 Contractors who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the Contractor is allowed three (3) business days to file a protest of the acquisition with the RFQQ Coordinator. Protests may be submitted by facsimile, but must be followed by the original document.

Contractors protesting this procurement must follow the procedures described below. Protests that do not follow these procedures will not be considered. This protest procedure constitutes the sole administrative remedy available to Contractors 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 must also be included. All protests must be addressed to the RFQQ Coordinator.

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

- A matter of bias, discrimination or conflict of interest on the part of the evaluator;

- Errors in computing the score; or
- Non-compliance with procedures described in the procurement document or ECOLOGY 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) ECOLOGY's assessment of its own and/or other agencies' needs or requirements.

Upon receipt of a protest, a protest review will be held by ECOLOGY. The ECOLOGY 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 (5) 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 Contractor that submitted a proposal, such Contractor 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 will:

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

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

Attachment 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(s):

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 ECOLOGY 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. (Any exceptions to these assurances are described in full detail on a separate page and are attached to this document.)
5. I/we understand that ECOLOGY will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of ECOLOGY, 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 that have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him or 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 ECOLOGY the right to contact references and others who may have pertinent information regarding the Proposer's prior experience and ability to perform the services contemplated in this procurement.

Signature of Proposer

Title

Date

Attachment B
SAMPLE CONTRACT FOR PERSONAL SERVICES

CONTRACT NO. C09_____

BETWEEN THE
STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY
AND
CONTRACTOR

This Contract is made and entered into by and between the state of Washington, Department of Ecology, referred to as "Ecology", and the below named firm, referred to as "Contractor."

Contractor Name

Address

City, State, Zip-Code

Phone

Fax

E-mail

Washington State UBI Number

Federal ID Number

PURPOSE

The purpose of this contract is to: Provide Wilderness First Aid and Wilderness First Responder Training to the Department of Ecology, as described in RFQQ ____ ECY incorporated by reference.

COMPENSATION

Total compensation payable to Contractor for satisfactory performance of the work under this contract shall not exceed (\$ _____), as stated in the rates included below, inclusive of all costs.. [Then list the rates].

FUNDING SOURCE:

The Corporation for National and Community Service; Federal Americorps Program (CFDA # 94.006) in the amount of Thirty Five Thousand dollars (\$ 35,000)

BILLING PROCEDURES AND PAYMENT

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

The invoices shall describe and document, to Ecology's satisfaction, a description of the work performed per site, the progress of the project, and fees. The invoice shall include reference to Contract No. _____. If expenses are invoiced, provide a detailed breakdown of each type and the associated site. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive payment.

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

Ecology 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 Ecology.

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.

Contract Manager for Contractor is:	Contract Manager for Ecology is:
Contract Mgr Name	Contract Mgr Name
Contractor Name	Ecology Name
Address	Address
City, State Zip Code	City, State Zip Code
Phone: () Fax: ()	Phone: () Fax: ()
E-mail address:	E-mail address:

INSURANCE

The Contractor shall, at its own expense, obtain insurance coverage that 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 ECOLOGY within fifteen (15) days of the contract's effective date.

Liability Insurance

2. **Commercial General Liability Insurance:** Contractor shall maintain 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. 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 insured’s (cross liability) condition.

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

3. 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.”

Employer’s Liability (“Stop Gap”) Insurance

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

Additional Provisions

The above insurance policy shall include the following provisions:

4. Additional Insured. ECOLOGY 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.
5. Cancellation. ECOLOGY 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.
6. Identification. Policy must reference the State’s contract number and the Department of Ecology name.
5. 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 ECOLOGY’S 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.
6. Excess Coverage. By requiring insurance, the State does not represent that coverage and limits will be adequate to protect the Contractor and such coverage and limits shall not limit the 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 responsible in any way for claims filed by the Contractor or its employees for services performed under the terms of this contract.

ASSURANCES

Ecology 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.

ENTIRE AGREEMENT

This contract, including all references, forthcoming amendments, 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. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

CERTIFICATION REGARDING SUSPENSION, DEBARMENT, AND OTHER RESPONSIBILITY MATTERS: Federal Executive Order 12549 provides that Executive departments and agencies shall participate in a government-wide system for monitoring suspended, debarred and excluded parties. These departments and agencies have further passed this requirement onto their recipients and have provided pertinent regulations in the Code of Federal Regulations. The CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot. The web site for checking suspended, debarred or excluded parties is www.epls.gov.

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 Ecology's authorized representative and shall not be binding until so approved.

THIS CONTRACT is executed by the persons signing below, who warrant they have the authority to sign the contract.

CONTRACTOR'S NAME

DEPARTMENT OF ECOLOGY

Signature

Signature

Title

Date

Title

Date

Approved as to form only – Assistant Attorney General.

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 Department of Ecology 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, Department of Ecology, 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" mean 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 the 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 the amendments 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 attorneys' fees and costs.

CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

The CONTRACTOR shall not use or disclose any information concerning the AGENCY, or information which 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, the 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 the purpose of 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.

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 the 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 three (3) working 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 five (5) working days.
3. The Agent shall review the written statements and reply in writing to both parties within ten (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 ADR method in addition to the dispute resolution procedure outlined above.

DUPLICATE PAYMENT

The AGENCY will 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

To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend, and hold harmless the 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. The CONTRACTOR'S obligation to indemnify, defend, and hold harmless includes any claim by the CONTRACTOR'S agents, employees, representatives, or any subcontractor or its employees.

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

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.

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 or 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, the 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 in this document.

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. The CONTRACTOR shall ensure its directors, officers, employees, subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth in this contract. The 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 within, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. The 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 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 10-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, the 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. The 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 on account of payroll taxes, unemployment contributions, any other taxes, insurance, or other expenses for the CONTRACTOR or its staff shall be the sole responsibility of the CONTRACTOR.

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 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 to be a "Termination for Convenience" if it is determined that the CONTRACTOR: (1) was not in default; or (2) failure to perform was outside of 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 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 which 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 the 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 that 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

1. 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.
2. Any property of the AGENCY furnished to the CONTRACTOR shall, unless otherwise approved by the AGENCY, be used only for the performance of this contract.
3. The CONTRACTOR shall be responsible for any loss or damage to property of the AGENCY which 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.
4. 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.
5. The CONTRACTOR shall surrender to the AGENCY all property of the AGENCY prior to settlement upon completion, termination, or cancellation of this contract.
6. 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 to be 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.