

INNOVATE WASHINGTON FOUNDATION

665 N. Riverpoint Boulevard
Spokane, WA 99202-1665

5/22/2014

Request for Proposals

Dear Recipient,

Please find attached a Request for Proposals (RFP) for assistance with the formation of the Smart Buildings Center's (SBC) Validation Advisory Committee (RFP #1880). Proposals must be submitted electronically to the RFP Contracts administrator listed below no later than June 9th, 2014 at 4PM local time in Seattle, WA.

Oral presentations will be required of the top-scoring firm(s) and will be held at SBC offices located at 240 2nd Ave S, Seattle, WA 98104. Interviews times will be scheduled with top-scoring firm(s) and are expected to be held on June 19th-June 23rd, so please reserve those dates.

You can find a copy of this RFP on SBC's website here: <http://www.smartbuildingscenter.org/validation-committee-released/> Questions and answers about this RFP will be publically addressed and posted in Q&A Addendums to the SBC website at this link: <http://www.smartbuildingscenter.org/validation-committee-questions/>

We look forward to your response.

Contact information for the Contracts Administrator

Innovate Washington Foundation
Attn: Contracts & Legal
1001 Fourth Avenue, Safeco Plaza, Suite 3200
Seattle, WA 98154

Should you have any questions regarding the agreement please do not hesitate to contact me at (206) 221-5208, or via e-mail at legal@innovatewashington.org.

Sincerely,
Maria Manzano
Contracts Administration
Enc.

INNOVATE WASHINGTON FOUNDATION

665 N. Riverpoint Boulevard
Spokane, WA 99202-1665

REQUEST FOR PROPOSALS #RFP 1880

PROJECT TITLE: Validation Advisory Committee

PROPOSAL DUE DATE

Monday the 9th of June, 2014 at 4:00 PM local time in Seattle, WA.

EXPECTED TIME PERIOD FOR CONTRACT

From 6/25/2014 to 10/31/2014.

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.

CONTENTS OF THE REQUEST FOR PROPOSALS:

1. Introduction
2. General Information for Consultants
3. Proposal Contents
4. Evaluations and Award
5. Exhibits
 - A. Purpose, Background & Technical Considerations
 - B. Certifications and Assurances
 - C. Personal Service Contract with General Terms and Conditions

1. INTRODUCTION

1.1 PURPOSES AND BACKGROUND

Innovate Washington Foundation, hereafter called "BUYER," is initiating this Request for Proposals (RFP) to solicit proposals from firms interested in participating on the above project, Validation Advisory Committee.

This project is more fully described in Exhibit A, Purpose, Background and Technical Considerations.

1.2. PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about 6/25/2014 and to end on 10/31/2014. Amendments extending the period of performance, if any, shall be at the sole discretion of the BUYER.

1.3. MINIMUM QUALIFICATIONS

The Consultant must be licensed to do business in the state of Washington. The Consultant must have experience in facilitation, process management expertise, strategy setting, roles, and responsibilities with advisory groups, program implementation and review experience.

1.4 DEFINITIONS

Definitions for the purposes of this RFP include:

Buyer – Innovate Washington Foundation (IWF).

Consultant – Individual or company submitting a proposal in order to attain a contract with the BUYER.

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

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

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

1.5 ADA

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

2. GENERAL INFORMATION FOR CONSULTANTS

2.1 RFP COORDINATOR

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

Innovate Washington Foundation
Attn: Contracts & Legal
1001 Fourth Avenue Plaza, Suite 3200
Seattle, WA 98154
e-Mail: legal@innovatewashington.org

Any other communication will be considered unofficial and non-binding on the BUYER. Consultants are to rely on written statements issued by the RFP Coordinator. Communication directed to parties other than the RFP Coordinator may result in disqualification of the Consultant.

2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Proposals:	05/22/2014
Question and Answer Period Begins:	05/24/2014
Proposals Due:	06/09/2014
Evaluate Proposals:	06/12/2014
Announce “Apparent Successful Contractor” - Notification Will Be Sent via Fax or e-mail:	06/30/2014
Hold Debriefing Conferences (if requested):	06/30/2014

Note: The BUYER reserves the right to revise the above schedule.

2.3 SUBMISSION OF PROPOSALS

Proposals may 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. Consultants are required to submit 3 copies of their proposal including the cover submittal letter and the certifications and assurances form. At least one (1) copy must have original signatures. The proposal, whether mailed or hand delivered, must be received by the BUYER no later than 4:00 PM local time in Seattle, Washington, on Monday the 9th of June, 2014.

The proposal is to be sent to the RFP Coordinator at the address noted in Section 2.1. The envelope should be clearly marked to the attention of the RFP Coordinator, who is the BUYER's sole point of contact for this procurement.

Consultants mailing proposals should allow normal mail delivery time to ensure timely receipt of their proposals by the RFP Coordinator. A consultant hand delivering a proposal should allow time for traffic congestion. Consultants assume the risk for the method of delivery chosen. The BUYER 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 the RFP Coordinator at the address noted in Section 2.1. Proposals must arrive by 4:00 PM local time in Seattle, Washington, on Monday the 9th of June, 2014. Attachments to e-mail shall be in Adobe PDF format. Consultants submitting proposals via e-mail shall also send copies of the cover submittal letter and the certifications and assurances form with original signatures to the RFP Coordinator. The BUYER does not assume responsibility for any problems with e-mail or electronic communication.

Late proposals will not be accepted and will be automatically disqualified from further consideration. The proposals must respond to the procurement requirements. Do not respond by referring to material presented elsewhere. The proposal must be complete and must stand on its own merits. Failure to respond to any portion of the procurement document may result in rejection of the proposal as non-responsive. All proposals and any accompanying documentation become the property of the BUYER and will not be returned.

2.4 PROPRIETARY INFORMATION

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

Any information in the proposal that the Consultant desires to claim as proprietary information must be clearly designated. The page or pages must be clearly identified by the word "Confidential" printed on the lower right hand corner of the page.

2.5 REVISIONS TO THE RFP

In the event it becomes necessary to revise any part of this RFP, addenda will be provided via e-mail or in hardcopy to all recipients and respondents of the RFP.

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

2.6 MINORITIES & WOMEN-OWNED BUSINESS PARTICIPATION

BUYER encourages participation in all of its contracts by firms certified by the Washington State 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 a contract 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.

2.7 ACCEPTANCE PERIOD

Proposals must provide 30 to 60 days for acceptance by BUYER from the due date for receipt of proposals.

2.8 RESPONSIVENESS

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

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

2.9 MOST FAVORABLE TERMS

The BUYER 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 Consultant can propose. There will be no best and final offer procedure. The BUYER does reserve the right to contact a Consultant for clarification of its proposal during the evaluation process. In addition, if the Consultant is selected as the apparent successful contractor, the BUYER reserves the right to enter into contract negotiations with the apparent successful contractor, which may include discussion regarding the terms of the proposal. Contract negotiations may result in incorporation of some, or all, of the Consultant's proposal. The Consultant should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. It is also understood that the proposal will become part of the official procurement 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 Exhibit C. 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 B to this solicitation. The BUYER will review requested exceptions and accept or reject the same at its sole discretion.

2.11 COSTS TO PROPOSE

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

2.12 NO OBLIGATION TO CONTRACT

This RFP does not obligate the BUYER to contract for services specified herein.

2.13 REJECTION OF PROPOSALS

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

2.14 COMMITMENT OF FUNDS

• No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

2.15 INSURANCE COVERAGE

The Contractor is to furnish the BUYER with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. The Contractor shall, at its own expense, obtain and keep in force insurance coverage 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 the BUYER within fifteen (15) days of the contract 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. CGL insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of 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." Business auto coverage shall be written on ISO form CA 00 01, 1990 or later edition, or substitute liability form providing equivalent coverage.

Employers Liability ("Stop Gap") Insurance

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

Additional Provisions

Above insurance policy shall include the following provisions:

1. Additional Insured. The Innovate Washington Foundation, its 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 IWF.

2. Cancellation. The Innovate Washington Foundation shall be provided written notice before cancellation or non-renewal of any insurance.

3. Identification. Policy must reference the IWF contract number and the BUYER name.

4. Insurance Carrier Rating. 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 should issue all insurance and bonds. Any exception shall be reviewed and approved by BUYER before the contract is accepted or work may begin.

5. Excess Coverage. By requiring insurance herein, IWF does not represent that coverage and limits will be adequate to protect Contractor and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to IWF in any 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. IWF 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

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

1. Signed or Certified Letter of Submittal, including signed Certifications and Assurances (Exhibit B to this RFP).
2. Technical Proposal.
3. Management Proposal.
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 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 B to this RFP) 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. Along with introductory remarks, the Letter of Submittal is to include by attachment the following information about the Consultant and any proposed subcontractors:

1. Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with who 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 Consultant (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 Consultant would operate.

3.2 TECHNICAL PROPOSAL (SCORED/MANDATORY)

The Technical Proposal must be responsive to information found within Exhibit A. Purpose, Background & Technical Considerations, and contain a comprehensive description of services including the following elements:

- A. Project Approach/Methodology – Include a complete description of the Consultant’s proposed approach and methodology for the project. This section should convey understanding of the project.
- B. Work Plan – Include all project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of the project defined in this RFP. This section of the technical proposal must contain sufficient detail to convey to members of the evaluation team the Consultant’s knowledge of the subjects and skills necessary to successfully complete the project. Include any required involvement of BUYER staff. The Consultant may also present any creative approaches that might be appropriate and may provide any pertinent supporting documentation.
- C. Project Schedule – Include a project schedule indicating when the elements of the work will be completed and when deliverables, if any, will be provided.
- D. Deliverables – Fully describe deliverables to be submitted under the proposed contract.
- E. Outcomes and Performance Measurement – Describe the impacts/outcomes the consultants propose to achieve as a result of the delivery of these services including how these outcomes would be monitored, measured and reported to the BUYER.

3.3 MANAGEMENT PROPOSAL

A. Project Management (SCORED/MANDATORY)

1. Project Team Structure/Internal Controls - Provide a description of the proposed project team structure and internal controls to be used during the course of the project, including any subcontractors. Provide an organizational chart of your firm indicating lines of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level of management. Include who within the firm will have prime responsibility and final authority for the work.

2. 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, which include information on the individual's particular skills related to this project, education, experience, significant accomplishments and any other pertinent information. The Consultant must commit that staff identified in its proposal will actually perform the assigned work. Any staff substitution must have the prior approval of the BUYER.

B. Experience of the Consultant (SCORED/MANDATORY)

1. Indicate the experience the Consultant and any subcontractors have in the following areas:

Minimum Qualifications

- Extensive facilitation experience in governmental and non-governmental groups
- Process management expertise including hybrid in-person and teleconference meetings
- Experience with setting strategy, roles, and responsibilities with advisory groups
- Program implementation and review experience

2. Indicate other relevant experience that indicates the qualifications of the Consultant, and any subcontractors, for the performance of the potential contract.

3. Include a list of contracts the Consultant has had during the last five years that relate to the Consultant's ability to perform the services needed under this RFP. List: contract reference numbers, contract period of performance, contact persons, telephone numbers, and fax numbers/e-mail addresses.

C. References (MANDATORY)

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 Consultant and staff proposed to provide the services must grant permission to the BUYER to contact references, and others for whom services have been provided. Do not include current BUYER staff as references. References will be contacted for the top-ranking proposal(s) only.

D. Related Information (MANDATORY)

1. 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.

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

E. OMWBE Certification (Optional)

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

3.4 COST PROPOSAL

The maximum fee for this contract must be \$45,000.00 or less to be considered responsive to this RFP. Non-responsive proposals will not be evaluated.

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 RFP.

A. Identification of Costs (SCORED)

Identify all costs including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. The Consultant is to submit a fully detailed budget including staff costs, administrative costs, travel costs, and any other expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Consultants are required to collect and pay Washington State sales tax, if applicable.

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

4. EVALUATIONS AND CONTRACT AWARD

ALL MANDATORY REQUIREMENTS MUST BE MET IN ORDER TO BE EVALUATED.

4.1 EVALUATION PROCEDURE

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this solicitation and any addenda issued. Evaluation of proposals will be accomplished by an evaluation team, designated by the BUYER, to determine the ranking of the proposals. BUYER, at its sole discretion, may elect to select the top-scoring firms as finalists for an oral presentation.

4.2 CLARIFICATION OF PROPOSAL

The RFP Coordinator may contact the Consultant for clarification of any portion of the Consultant's proposal.

4.3 EVALUATION WEIGHTING AND SCORING

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

Technical Proposal – 70 points

Project Approach/Methodology 15 points (maximum)
Quality of Work Plan 35 points (maximum)
Project Schedule 10 points (maximum)
Project Deliverables 10 points (maximum)

Management Proposal – 60 points

Project Team Structure/ Internal Controls 15 points (maximum)
Staff Qualifications/Experience 15 points (maximum)
Experience of the Consultant 30 points (maximum)

Cost Proposal –	70 points
Sub-Total	200 points
Experience with energy and energy efficiency programs at state, regional, and national scales	20 points
GRAND TOTAL FOR WRITTEN PROPOSAL	220 points

References will be contacted for the top-scoring proposer(s) only.

4.4 ORAL PRESENTATIONS MAY BE REQUIRED

Written submittals and oral presentations, if considered necessary, will be utilized in selecting the winning proposal. The BUYER, 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 the BUYER elect to hold oral presentations, it will contact the top-scoring firm(s) to schedule a date, time and location. Commitments made by the Consultant at the oral 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 FAX or by e-mail.

4.6 DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. The RFP Coordinator must receive the request for a debriefing conference within three (3) business days after the Notification of Unsuccessful Consultant letter is faxed/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.

5. RFP EXHIBITS

A. Purpose, Background & Technical Considerations

B. Certifications and Assurances

C. Personal Service Contract with General Terms and Conditions

Outline for Validation Advisory Committee RFP

1 OVERVIEW

The Smart Buildings Center (SBC) is creating a unique regional demonstration hub where innovative products and services can be deployed and evaluated under real-world conditions in operating buildings. Under this program, the Smart Buildings Center will provide third-party data collection and analysis, allowing companies to obtain independent evaluations of their solutions while gaining reference customer deployments. To launch the initiative, the Smart Buildings Center is bringing together a dynamic mix of institutions and funding to create the Smart Buildings Center Demonstration & Validation Partnership.

As a part of the Demonstration & Validation Partnership, SBC has identified a need for a Validation Advisory Committee (VAC), a group of industry experts that will assist SBC in decision making and technical vetting. SBC currently has a group of technical partner organizations with individuals who would sit on the VAC; SBC is seeking a consultant's assistance forming the group, facilitating work sessions, and developing a well-documented, auditable selection and review process.

In the coming weeks, SBC will issue a solicitation to catalyze deployment of highly innovative energy efficiency projects. The SBC will support, evaluate, and develop case studies for the projects. Projects will be evaluated based on likelihood of impact, energy savings potential, market readiness, innovation, and ability to be installed prior to October 2014. The VAC will assist SBC in vetting and selecting projects that can place market-ready emerging technologies into buildings. SBC will require assistance in creating a documented process that will include how the VAC is set up, how it makes decisions, and how SBC selects projects.

2 PROFESSIONAL SERVICES

SBC is seeking a team to assist with establishing, convening, and facilitating the Validation Advisory Committee (VAC) and the auditable selection and review process.

The successful consulting team will:

- Lead definition of strategy for VAC formation including identification of appropriate candidates
- Create an auditable evaluation process that ensures compliance with Federal, State, and Innovate Washington Foundation's procurement guidelines
- Support the formation and coordination of the VAC including outreach, systems of communication and records, and prepare documents for public release
- Coordinate and facilitate both formal and ad-hoc meetings with the VAC by convening meetings, producing meeting minutes, tracking tasks, and creating documentation of decisions
- Assist SBC with additional program support as needed

To support the project outlined above, SBC will:

- Provide management, oversight, and input for the creation of the VAC
- Provide input on potential VAC participants
- Make the initial recruiting contact to selected VAC participants
- Provide schedule and details of the procurement process to bring projects to the VAC
- Release external press documents associated with the VAC
- Provide telecommunication system information for use by the consultant team for VAC meetings

2.1 QUICK LAUNCH STRATEGY

Over a 3-week period, based on input from the SBC team and additional research, define a strategy for forming and facilitating the SBC Demonstration & Validation Advisory Committee (VAC). The strategy should include the number and representation of members, member roles, and basic governance and reporting. The basic governance and reporting should include a defensible project selection process that can be used to evaluate projects being brought to SBC. The process should include how the VAC is set up, how it makes decisions, and how we select projects.

Deliverables:

- 1) 2-hour strategy elicitation with SBC staff
- 2) 1-page strategy memo with VAC member identification and 1-hour presentation to SBC staff of strategy
- 3) 1-2-page document defining a project selection process that complies with all necessary procurement rules and audit requirements (Internal: SBC audience)
- 4) Cover letter and 1-2-page document with VAC Overview and member responsibilities which will be used in recruiting VAC members—SBC to send (External: VAC Audience)

- 5) 1-2-page document describing SBC's project solicitation and selection processes, VAC overview, VAC membership details and responsibilities (External: Public Audience)

2.2 SUPPORT FORMATION

Working in conjunction with SBC Project Manager and staff, support formation of VAC, including maintaining contact information, establishing communications pathways, collecting biographies, and supporting draft of press release announcing VAC formation.

Deliverables:

- 1) List of VAC members with contact and standardized biographical information for publication on SBC website
- 2) Functional system for document sharing, discussion, and comment retention (e.g. Google Group with all permissions established)
- 3) Draft press release for SBC publication on VAC charter and formation

2.3 EVALUATION PROCESS AND FACILITATION

Working with the SBC Demonstration & Validation project team, support all elements of scheduling, convening, coordinating, communicating with, documenting, and tracking minutes for the VAC. Based upon the strategy and structure developed in Task 1, work with SBC and VAC to successfully guide project. The expected coordination points for the project are an introductory meeting, approximately 3 meetings to review building and solution projects, and additional formal or ad hoc advisory sessions between May and October 2014. The goal is to have the highest quality advisory committee with the most efficient use of the members' time.

Deliverables:

- 1) Meeting schedule coordinated with key committee members to ensure quorum
- 2) Logistics and facilitation for 3-5 meetings of the committee – meetings will be held live at the Smart Buildings Center with remote connectivity provided by SBC
- 3) Agendas, task tracking, and meeting minutes for VAC meetings
- 4) Manage ad hoc interactions with VAC subcommittees to get technical assistance and direction between set meetings; this includes teleconference logistics and summary emails with action items

2.4 ADDITIONAL PROGRAM SUPPORT

As directed by the SBC project manager, the consultant will provide additional program support on an as-needed basis. Tasks will be scoped by the consultant and approved, in writing, by the SBC PM. Potential tasks include:

- Assistance with program analysis and reporting
- Additional meeting facilitation with VAC or other SBC stakeholders
- Program review activities with VAC members, participants and stakeholders
- Staff support for Demonstration & Validation program activities to be determined
- We estimate that 100 hours of program support should be reserved in the contract

Deliverables:

- Delivery of scoped tasks approved by the SBC PM

3 SCHEDULE

3.1 SCHEDULE OF CONTRACTED WORK

Begin Contracted Work:	June 2014
Complete workplan developed and presented:	Within 7 days of start
Presentation of quick launch strategy:	Within 21 days of start
Contracted Work End:	10/31/2014

4 SCORING CONSIDERATIONS

In addition to the evaluation score sheet listed in section 4.3, this additional criteria will be added to the Management section.

- Experience with energy and energy efficiency programs at state, regional, and national scales - 20 pts

EXHIBIT B

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 the BUYER without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
4. I/we understand that the BUYER will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of the BUYER, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
5. 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.
6. 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.
7. 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.
8. I/we grant the BUYER 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.

By: _____

Printed Name

Title

Date: _____

EXHIBIT C

PERSONAL SERVICE CONTRACT WITH GENERAL TERMS AND CONDITIONS

This Agreement is effective on the date of the party last to sign the Agreement ("Effective Date"), by and between the Innovate Washington Foundation (hereinafter "IWF") and XXXXXXXXXX (hereinafter "CONTRACTOR").

I. STATEMENT OF WORK

CONTRACTOR will provide professional services to IWF in the areas described in Appendix B "Statement of Work" (hereinafter "Project").

II. TERM

Subject to its other provisions, the period of performance of this Agreement shall commence on XX/XX/XX or the date of the last party to sign, whichever comes later, and be completed on XX/XX/XX, unless terminated sooner as provided herein.

III. TERMINATION

IWF or CONTRACTOR, by written notice, may terminate this Agreement, in whole or in part if:

- a. IWF or CONTRACTOR determines that a termination is for the convenience of IWF or CONTRACTOR; or
- b. IWF or CONTRACTOR defaults in any performances required under this Agreement and fail to cure the default within 30 days (unless extended by IWF or CONTRACTOR) after receiving a written notice specifying the default. Default includes failure to make progress in the work so as to endanger performance.

Each party shall notify the other by delivering a written Notice of Termination specifying whether termination is for default or for convenience, the extent of termination, and the effective date.

If terminated by IWF upon termination CONTRACTOR shall, if required by IWF:

- a. Place no further subcontracts or orders, except as necessary to complete the scope of the Agreement not terminated.
- b. Cancel all subcontracts to the extent they relate to work terminated and, with prior approval of IWF, settle all related liabilities.
- c. Assign to IWF, if directed by IWF, all right, title and interest of the CONTRACTOR for parts, work in progress, and materials acquired for the work terminated; and all plans, drawings, reports, and other information or property relative to the work terminated which would have been required to be furnished to IWF.

If this Agreement is terminated for convenience, an equitable adjustment shall be made pursuant to the following provisions:

- a. IWF shall pay that portion of the Agreement price corresponding to completed work or services delivered and accepted.
- b. Costs associated with uncompleted work or services performed up to the date of termination will be paid, provided that no payments will exceed the amount that would have been paid had the work or services been completed.
- c. With the prior approval of, or as directed by, IWF, any costs that may continue for a reasonable time to effect an orderly termination will be paid.

If this Agreement is terminated for default, each party and its sureties shall be liable to the other for any damages incurred provided by law, subject to the limitation of liability provided by this Agreement.

If, after termination for default, it is determined that the a party was not in default, or that the default was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience.

IV. SURVIVAL OF OBLIGATIONS

Notwithstanding anything contained herein to the contrary, all covenants and agreements set forth in this Agreement shall survive and continue to bind the Parties after the termination of this Agreement to the extent and for as long as may be necessary to give effect to the rights, duties and obligations of the Parties pursuant to this Agreement. The parties further acknowledge and agree that no material or other breach of any contractual or legal duty by either party shall be held sufficient to excuse or terminate their obligations under this Agreement.

V. FEES

IWF shall pay an amount not to exceed \$XXXXXX.XX for the performance of all things necessary for, or incidental to, the performance of work associated with the Project. This Project is, in whole or in part, funded by Federal funding provided to IWF, Reference Number: XXXXXXXXXX.

VI. RELATIONSHIP OF PARTIES

Nothing in this Agreement shall be construed as giving rise to a relationship between IWF and CONTRACTOR of employer and employee, partners, agency or the creation of a joint venture. Neither Party shall have the authority or power to bind the other or to contract in the name of, or create a liability against, the other in any way or for any purpose, regardless of legal theory or basis. Nothing contained in this Agreement shall be construed as:

- a. Granting or conferring any right to use any information or know how which a party shall elect to furnish hereunder except as expressly authorized in this Agreement; or
- b. Conferring any license or right with respect to any trademark, trade or brand name, the corporate name of either party hereto or the corporate name of a subsidiary of either party hereto or of any other name or mark or any contraction, abbreviation or simulation thereof; or
- c. Granting or conferring any right to assign or delegate this agreement or any rights, duties or obligations herein without the express written consent of the other.

CONTRACTOR is retained by IWF for the sole purpose and to the extent set forth in this Agreement. CONTRACTOR may represent, perform services for, or be employed by such additional clients as CONTRACTOR sees fit, subject to Section VIII below. CONTRACTOR shall have the right to select the means, manner, and method of performing its services under this Agreement. CONTRACTOR may, at CONTRACTOR's own expense and upon prior approval of IWF, use subcontractors to perform the professional services of the Project.

VII. INDEMNIFICATION AND INSURANCE

Each party to this Agreement shall protect, indemnify, and hold harmless the other party from and against any damage, cost, or liability for any and all injuries to persons or property arising from negligent acts or omissions of itself, its employees, officers, agents, and (if applicable) students. Neither party assumes responsibility to the other party for the consequences or any act or omission of any person, firm, or corporation not party to this agreement.

CONTRACTOR, at its own expense, shall obtain and keep in force adequate insurance to satisfy its obligations under this Agreement. Proof of such insurance shall be made to IWF upon request.

VIII. RECORDS AND AUDIT

CONTRACTOR shall maintain accurate records relating to the Statement of Work so as to establish the payments due to CONTRACTOR hereunder, to identify all Sub-contractors and others, and to otherwise verify CONTRACTOR'S compliance with the terms of this Agreement. Such books and records shall be available at their place of keeping for inspection by IWF, or an independent auditor chosen and paid by IWF, for the purposes of determining whether the correct payments have been paid and whether CONTRACTOR has otherwise complied with the terms of this Agreement. If an audit reveals any audit exceptions or management findings then CONTRACTOR

shall be responsible for the correction and removal of any and all exceptions or management findings within 30 days of the audit report.

IX. CONFLICTS OF INTEREST

CONTRACTOR shall maintain the confidentiality of all proprietary IWF information. CONTRACTOR shall not accept any potential client whose interests are in conflict with IWF or the representation of whom would inhibit CONTRACTOR from performing its obligations hereunder. In the event that CONTRACTOR wishes to represent a client which might create a perceived conflict with IWF, CONTRACTOR shall seek written permission to represent the potential client.

X. CONFIDENTIALITY

CONTRACTOR shall maintain the confidentiality of all proprietary IWF information.

Proprietary Information means any information relating directly or indirectly to IWF and its projects not generally known to the public provided to CONTRACTOR by IWF and identified by IWF as Proprietary Information at the time it is provided to CONTRACTOR. Proprietary Information may be conveyed in written, graphic, oral or physical form and may include scientific knowledge, know-how, processes, inventions, techniques, formulae, products, business operations, sponsor requirements, data, plans or other records and information. Proprietary Information made available in written form by IWF to CONTRACTOR will be marked with the legend, "IWF PROPRIETARY INFORMATION", "CONFIDENTIAL", or an equivalent conspicuous legend.

Proprietary Information does not include information which CONTRACTOR can demonstrate:

- (a) Was in CONTRACTOR's knowledge or possession prior to disclosure to CONTRACTOR;
- (b) Was public knowledge or has become public knowledge through no fault of CONTRACTOR; or
- (c) Was properly provided to CONTRACTOR by an independent third party who has no obligation of confidentiality to IWF.

CONTRACTOR agrees to maintain Proprietary Information as confidential and agrees not to disclose Proprietary Information to any third party, nor to use Proprietary Information for CONTRACTOR's own benefit or for the benefit of any other person or entity.

CONTRACTOR may use the Proprietary Information only for the purposes of analyzing and evaluating the potential technical and commercial uses of this information in conjunction with activities governed under this Agreement and associated with the Project. The following further restrictions apply:

- (a) CONTRACTOR may not duplicate or reproduce disclosed Proprietary Information.
- (b) CONTRACTOR may not use, or disclose Proprietary Information for purposes of manufacture or procurement of any invention contained within the Proprietary Information, and
- (c) CONTRACTOR shall not use Proprietary Information for research purposes or to develop products or technologies for commercialization.
- (d) CONTRACTOR agrees to require those employees, dealers, distributors, representatives and agents, and others under its control, which utilize, or are exposed to, the Proprietary Information, to safeguard the Proprietary Information according to the terms of this Section X.

Upon completion of CONTRACTOR's evaluation of Proprietary Information or at IWF's request, CONTRACTOR will discontinue use of and promptly return all Proprietary Information without retaining copies, including samples or specimens embodying Proprietary Information.

CONTRACTOR's obligation to maintain Proprietary Information as confidential shall extend for five (5) years after the termination of this Agreement or until such time as the Proprietary Information has become public knowledge whichever occurs later.

XI. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and supersedes all previous representation, understandings, or agreements, oral or written, between the parties with respect to the subject matter hereof. In the event of a conflict between these Terms and Conditions and the Statement of Work, the terms of the Terms and Conditions shall govern.

XII. ASSIGNMENT; SUCCESSORS AND ASSIGNS

Except as otherwise provided herein, neither party shall have the right to assign, transfer, or delegate, whether involuntarily or by operation of law, any right or obligation under this Agreement, without the prior written consent of the other party. Any purported assignment, transfer, or delegation in violation of this section shall be null and void. Subject to the foregoing limits on assignment and delegation, this Agreement shall be binding and shall inure to the benefit of the parties and their respective successors and assigns.

XIII. NOTICES

Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and shall be deemed to have been duly given if delivered by hand, by telecopy (fax), or by mail and addressed to IWF at the following address:

Innovate Washington Foundation
Attn: Contracts & Legal
1001 4th Ave, Suite 3200
Seattle, WA 98154-1093

Or to CONTRACTOR at the following address:

XXXXXXXXXXXX
Attn: XXXXXXXXXXXX
XXXXXXXXXXXX
XXXXXXXXXXXX
XXXXXXXXXXXX, XX XXXXX

All notices complying with this section shall be deemed to have been received on the date of delivery.

Invoice(s), referencing PO#XXXX, shall be delivered by mail to IWF and be addressed to the following address:

Innovate Washington Foundation
Attn: Accounts Payable
1001 4th Ave, Suite 3200
Seattle, WA 98154-1093

XIV. WAIVER

No provision of this Agreement shall be deemed to have been waived by any act of or acquiescence on the part of any party. A waiver may only occur by an instrument in writing signed by an authorized representative of the party waiving the particular provision involved. No waiver of any provision of this Agreement shall constitute waiver of any other provision or of the same provision on any other occasion.

XV. RESOLUTION, GOVERNING LAW, JURISDICTION, AND SEVERABILITY

Except as otherwise provided in this Agreement, when a bona fide claim or dispute arises between the Parties and it cannot be resolved through discussion and negotiation, any Party may request resolution through a Dispute Resolution Board (DRB). A request for a DRB must be in writing, state the disputed issues, state the relative positions of the Parties and be sent to all Parties. Parties must provide a response within 14 days.

Upon a request for a DRB, each Party shall appoint a representative. The representatives shall mutually select a third member. The DRB shall evaluate the facts, Agreement terms and applicable statutes and rules and make a determination by majority vote. The decision of the DRB shall be admissible in any succeeding judicial or quasi-

judicial proceeding concerning the Agreement. The Parties agree that the DRB process shall precede any action in a judicial or quasi-judicial tribunal.

Should a succeeding judicial or quasi-judicial proceeding concerning this Agreement ensue, the rights and obligations of the Parties under this Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington. The Parties hereby accept the venue and jurisdiction of the Superior Court of Spokane County.

In the event an action is commenced to enforce a Party's rights under this Agreement, the prevailing Party in such action shall be entitled to recover its reasonable costs and attorney's fees, as determined by a court in conjunction with such legal proceedings. If any of the provisions of this Agreement shall be determined to be illegal or unenforceable by a court of competent jurisdiction, the other provisions shall remain in full force and effect.

XVI. COPYRIGHT PROVISIONS

The parties declare that the IWF shall be the exclusive owner of all Materials produced under this Agreement, and shall be considered "works for hire" as defined by the U.S. Copyright Act. IWF shall be considered the author of such Materials, including but not limited to all copyrights, patents, trade secrets, and any other intellectual property rights.

The parties further declare that CONTRACTOR, and any of its employees, are NOT the authors of the Materials. The parties further declare that CONTRACTOR, and any of its employees, did NOT conceive of any ideas reduced to practice in or related to the Materials. As such, the parties declare that IWF, and/or its employees, are the authors and/or inventors of the Materials produced under this Agreement, and that IWF owns the exclusive right to make, use, sell, offer for sale, reproduce, distribute, display, perform, and/or make derivative works of the Materials.

In addition, to the extent the Materials are not considered "works for hire" under the U.S. Copyright laws or include anything subject to copyright or patent protection, CONTRACTOR hereby irrevocably assigns, transfers and conveys to IWF, and its successors and assigns, all right, title and interest in and to the Materials. CONTRACTOR shall execute and deliver such instruments and take such other actions as may be required and requested by IWF to carry out the assignment made pursuant to this section. CONTRACTOR hereby waives any so-called "droit moral" rights, "moral rights of authors," and all other similar rights however denominated throughout the world.

"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 Agreement, but that incorporate pre-existing materials not produced under the Agreement, the CONTRACTOR hereby grants to IWF a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The CONTRACTOR warrants and represents that the CONTRACTOR has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to IWF.

The CONTRACTOR shall exert all reasonable effort to advise IWF, at the time of delivery of Materials furnished under this Agreement, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Agreement. The CONTRACTOR shall provide IWF with prompt written notice of each notice or claim of infringement received by the CONTRACTOR with respect to any Materials delivered under this Agreement. IWF shall have the right to modify or remove any restrictive markings placed upon the Materials by the CONTRACTOR.

XVII. APPLICABLE FEDERAL LAW

The following Federal statutes and / or Executive Orders apply to work performed under this agreement:

1. Equal Employment Opportunity - By entering into this agreement CONTRACTOR agrees to comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

2. If consideration for work performed under this agreement under V. FEES is in excess of \$2000.00, and work performed under this agreement as found in Appendix B "Statement of Work" is for construction or repair, CONTRACTOR agrees to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by

Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

3. If consideration for work performed under this agreement under V. FEES is in excess of \$2000.00, and work performed under this agreement as found in Appendix B "Statement of Work" is for construction or repair, CONTRACTOR agrees to comply with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

4. If consideration for work performed under this agreement under V. FEES is in excess of \$2000.00, and work performed under this agreement as found in Appendix B "Statement of Work" is for construction or repair, or if consideration for work performed under this agreement under V. FEES is in excess of \$2500.00, and CONTRACTOR shall employ mechanics or laborers in the performance of the work found in Appendix B "Statement of Work", CONTRACTOR agrees to comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5).

5. If work performed under this agreement as found in Appendix B "Statement of Work" is for the performance of experimental, developmental, or research work the rights of the Federal Government and CONTRACTOR in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" shall be agreed to under separate agreement referencing IWF #CSGENFED XXXX.

6. If consideration for work performed under this agreement under V. FEES is in excess of \$100000.00, CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).

7. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - If consideration for work performed under this agreement under V. FEES is in excess of \$100000.00 CONTRACTOR shall provide a Lobbying Certification for Contracts, Grants, Loans, and Cooperative Agreements stating that CONTRACTOR will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

8. Debarment and Suspension (E.O.s 12549 and 12689) - By entering into this agreement CONTRACTOR states that it is not listed, and agrees to not in turn subcontract, if applicable, any work to a third part that is listed, on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." The Certificate of Debarment and Suspension, Appendix A, must be completed and signed by CONTRACTOR and returned as part of the signed Agreement.

9. CONTRACTOR agrees that IWF, the Federal awarding agency as referenced under V. FEES, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to the CONTRACTOR's performance under this Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

XVIII. AMENDMENTS

Any amendments to this Agreement must be in writing and signed by authorized representatives of both IWF and CONTRACTOR.

XIX. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement.

XX. SIGNATURE AUTHORITY AND APPROVAL

The individuals signing below hereby represent and warrant that they are duly authorized to execute and deliver this Agreement on behalf of IWF and CONTRACTOR and that IWF and CONTRACTOR enter into this Agreement according to the terms outlined in this document.

APPENDIX A: CERTIFICATE OF DEBARMENT AND SUSPENSION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

Instructions for Certification:

1. By signing and submitting this Agreement, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person, department, institution, or office to which this Agreement is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "agreement," "contract", and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Agreement is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this Agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 41 CFR 105, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this Agreement that it will include the clause titled "Certification Regarding Debarment Suspension, Ineligibility, and Voluntary Exclusion -- Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 41 CFR 105, debarred, suspended, declared ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of parties excluded from the federal procurement and non-procurement programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 41 CFR 105, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

The prospective lower tier participant certifies, by submission of this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement.

[END]

SAMPLE