



**State of Washington
Washington Military Department**

Environmental Programs Office

RFP20-006

REQUEST FOR PROPOSAL

for

Olympia Armory Historic Structure(s) Report (HSR)

INTRODUCTION

This Request for Proposals (RFP) is a competitive procurement issued by the Washington Military Department (WMD) pursuant to RCW chapter 39.26. The Washington Military Department intends to establish and award a contract for an Olympia Armory Historic Structures Report (HSR) with a contract term ending September 30, 2020.

This RFP is divided into 5 Sections:

- Section 1 - Deadlines and Questions
- Section 2 - Information about the Procurement
- Section 3 - How to Prepare and Submit a Proposal for this RFP
- Section 4 - Proposal Evaluation
- Section 5 - Contract Award

This RFP in no way obligates or otherwise commits the Washington Military Department to awarding a contract, and the WMD reserves the right to cancel this RFP if it is considered to be in the best interests of the Washington Military Department.

This RFP is contingent on available funding, and although the WMD anticipates immediate execution of the contract, there may be some delays in obtaining the necessary funds. This contingency on available funding may cause the WMD to postpone, alter, or cancel the project.

In addition, this RFP includes the following Attachments and Figures:

- **Attachment A1 – Bidder’s Responsiveness Checklist.** This attachment notates WMD’s review of each proposal to determine if the proposal is complete.

- **Attachment A2- Bidder’s Certification:** This attachment includes the Bidder’s acknowledgement of their compliance with the conditions of this RFP.
- **Attachment A3 – Bidder’s Profile:** This attachment identifies the information that the Bidder must provide to the Washington Military Department.
- **Attachment A4 – Contractor Certification Wage Theft Prevention:** This attachment includes the Bidder’s acknowledgement of their compliance with Washington State wage laws.
- **Attachment B1 – Proposed Contract:** This attachment is the proposed form of the contract that to be awarded as a result of this RFP.
- **Attachment B2 – Contract Issues List:** This attachment outlines the Bidder’s issues, if any, and proposed resolution if they have any business concerns with the form of the contract to be awarded. Note, however, that Washington Military Department reserves the right not to modify the contract and to award the contract on the basis of a Bidder’s willingness to agree to the contract.
- **Attachment C – Complaint, Debrief, & Protest Requirements:** This attachment details the applicable requirements to file a complaint, request a debriefing conference, or file a protest regarding this RFP.
- **Attachment D – Doing Business with the State of Washington:** This attachment provides information regarding contracting with the State of Washington.
- **Figure 1** – Aerial photo of Olympia Armory
- **Figure 2** – Map showing location of Olympia Armory

SECTION 1 – DEADLINES AND QUESTIONS

This section identifies important deadlines for this RFP and where to direct questions regarding the RFP.

Important dates: The following table identifies important dates for this RFP:

Item	Date
RFP Posting Date:	April 10, 2020
Pre-Bid Conference:	April 17, 2020 at 9:00 AM PST
RFP Questions Deadline:	April 29, 2020
RFP Questions’ Responses Posted:	May 6, 2020
Deadline for Submitting Proposals:	May 15, 2020 by 3:00 PM PST
Anticipated Announcement of Apparent Successful Bidder:	May 22, 2020 (estimated date)
Contract ends:	September 30, 2020

The RFP (and award of the contract) is subject to complaints, debriefs, and protests as explained in **Attachment C – Complaint, Debrief & Protest Requirements**, which may impact the dates set forth above.

Washington Military Department reserves the right to amend and modify this RFP. Only bidders who have properly registered and downloaded the original RFP directly via WEBS will receive notifications of amendments to this RFP, which bidders must download, and other correspondence pertinent to this procurement. **To be awarded a contract, bidders must be registered in WEBS.** Visit <https://fortress.wa.gov/ga/webs> to register.

Questions: Questions or concerns regarding this RFP must be directed to the following Procurement Coordinator:

RFP Procurement Coordinator	
Name:	Laurie Emerson, Contracts & Procurement Administrator
Telephone:	253-512-8229 / 253-433-5581 cell
Email:	contracts.office@mil.wa.gov

SECTION 2 – INFORMATION ABOUT THE PROCUREMENT

2.1. PURPOSE OF THE PROCUREMENT. The Washington Military Department seeks Proposals for a systematic historic buildings condition assessment to produce an Historic Structure(s) Report (HSR) for the Olympia Washington Army National Guard Armory, located at 515 Eastside St SE, Olympia, WA 98501 (See **Figures 1 and 2**). The Olympia Armory is a two-story Art Deco/Arte Moderne style armory, designed by Joseph Wohleb and Roland E. Borhek and built in 1938. A 2005 survey determined the Armory eligible for listing on the National Register of Historic Places (NRHP) under Criterion A – Washington/WAARNG History; New Deal Programs and under Criterion C – Art Deco/Arte Moderne Architecture (E2M, 2005). The WMD seeks to produce a comprehensive assessment of the armory to guide future preservation planning for the WMD and for any prospective purchasers, in the event of a divesture by the agency.

2.2. SCOPE OF WORK OF THE PROCUREMENT. The Historic Structures Report will be prepared consistent with the National Park Service Preservation Brief No. 43, *Preparation and Use of Historic Structures Reports* (2005). The HSR shall identify character-defining features, document current conditions, and assess significant interior and exterior features of the building to convey its historic significance, and guide both the WMD and/or potential purchasers in its maintenance and rehabilitation.

The HSR shall include at a minimum: measured as-found drawings, including floor plans of all levels and exterior elevation drawings; catalog of historic character defining-features and their condition; fully researched history of the property; comprehensive photographic documentation; and recommendations for appropriate future uses.

The HSR shall be produced by staff who meet or exceed the Secretary of the Interior's *Professional Qualification Standards* (36 C.F.R Part 61) with specific qualifications in Historic Architecture or Architectural History.

Review of existing surveys, archival information, prior similar reports for other WMD properties, and the WMD's Integrated Cultural Resources Management Plan will identify the framework for

the HSR, background information, and eligibility determinations. The contractor will provide all labor, tools, transportation, equipment, materials, and supplies necessary to complete all work in a professional, thorough, and timely manner, in accordance with standards and specifications as contained in this Section "Scope of Work."

- 1. Work Standards** - All work described shall be performed consistent with appropriate preservation architecture industry standards for the State of Washington and the Washington Military Department. The HSR will be consistent with the National Park Service Preservation Brief No. 43, Preparation and Use of Historic Structures Reports (2005).
- 2. Qualifications** - This HSR shall be produced by staff who meet or exceed the Secretary of the Interior's Professional Qualification Standards (36 C.F.R Part 61). Qualified Staff must have professional qualifications, training, and experience relevant to the technical requirements of this undertaking in Historic Architecture or Architectural History.
- 3. Systematic Building Conditions Assessment to survey and evaluate the Armory and its features**
 - a. Develop a systematic process for documenting current conditions, detailing significant historic features, and providing guidelines for the maintenance, preservation, rehabilitation of the historic Olympia Armory and its character defining features.
 - b. Survey existing materials used on building exteriors, including roofs, walls, openings, and foundations, to identify materials, their condition, and replacement costs
 - c. Review building structure in cases of stability, water damage, or other concerns
 - d. Describe the major building systems and their condition
 - e. Detail and document deficiencies for each building system
 - f. Identify defining features of significance
 - g. Recommend treatments and treatment priorities to best preserve building elements
 - h. Develop simplified treatment plans to support regular maintenance and future preservation of the building
 - i. Provide supplemental technical information to support recommended treatment procedures
 - j. Identify features of significance and their relationship to historic districts (if applicable)
- 4. Produce and Deliver a Written Historic Structure(s) Report (HSR)**
 - a. Deliver a written HSR report documenting the methods, survey results, conclusions, and guidelines for maintenance/rehabilitation of the assessed buildings
 - b. Include in the HSR at a minimum:
 - i. Measured as-found drawings including floor plans of all levels and exterior elevation drawings
 - ii. Catalog of historic character defining features and their condition
 - iii. A fully researched history of the property
 - iv. Comprehensive photographic documentation
 1. Existing building condition
 2. Documented deficiencies
 3. Significant interior and exterior features: to convey to the WMD and/or prospective buyers the historic significance and to provide guidance for the maintenance and rehabilitation of its character-defining features.
 - v. Recommendations for appropriate future uses
 - vi. Recommendations for treatments and treatment priorities to best preserve building elements
 - vii. Study materials and methods
 - viii. Collected survey data

- c. Deliver up to three drafts of the HSR for review and comment by WMD staff and DAHP staff
 - i. Initial Draft
 - ii. Pre-Final Draft
 - iii. Final Report
- d. Ensure adequate time for agency review between drafts. The Department of Historic Preservation (DAHP) must be provided a 30-day opportunity to review and comment on the initial draft report.
- e. Deliver one (1) hard copy and one (1) electronic copy of the final report to WMD
- f. Submit final HSR to DAHP WISSARD database

2.3 CONTRACT TERM. The contract term will be from execution to **September 30, 2020**. The awarded contract may be extended until the end of 2020, if deemed necessary, due to funding or time constraints.

SECTION 3 – HOW TO PREPARE AND SUBMIT A PROPOSAL FOR THIS RFP

This section identifies how to prepare and submit a proposal to the Washington Military Department for this RFP. By responding to this RFP and submitting a bid, bidder acknowledges having read and understood the entire RFP and accepts all information contained within this RFP.

3.1. BIDDER COMMUNICATIONS AND QUESTIONS. During the RFP process, all bidder communications regarding this RFP must be directed to the Procurement Coordinator as set forth in **Section 1** of this RFP. Bidders should rely only on this RFP and written amendments to the RFP issued by the Procurement Coordinator. In no event will oral communications regarding the RFP be binding.

- Bidders are encouraged to make any inquiry regarding the RFP as early in the process as possible to allow WMD to consider and, if warranted, respond to the inquiry. If a bidder does not notify WMD of an issue, exception, addition, or omission, WMD may consider the matter waived by the bidder for protest purposes.
- If bidder inquiries result in changes to the RFP, written amendments to the RFP will be issued and posted on WEBS.
- Unauthorized contact regarding this RFP with other state employees involved with the RFP may result in bidder disqualification.

3.2. PRICING. Proposal prices must include all cost components needed for the delivery of the goods and/or services as described in this RFP. A bidder's failure to identify all costs in a manner consistent with the instructions in this RFP is sufficient grounds for disqualification.

Inclusive Pricing: Bidders must identify and include all cost elements in their pricing. In the event that bidder is awarded a contract, the total price for the goods and/or services shall be bidder's price as submitted. Except as provided in the contract, there shall be no additional costs of any kind.

3.3. PROPOSAL SUBMITTAL CHECKLIST – REQUIRED PROPOSAL SUBMITTALS. This section identifies the proposal submittals that must be provided to WMD to constitute a responsive proposal. The checklist provided below includes all of the documentation that must be submitted to be considered a complete proposal. Proposals that do not include the submittals identified below may be rejected as nonresponsive. In addition, a bidder's failure to complete any submittal as instructed may result in the proposal being rejected. The submittals must be delivered electronically as set forth below.

Bidders must identify each of the submittals and any supplemental materials with bidder’s name and the following naming convention.

- ATTACHMENT A2 – BIDDER’S CERTIFICATION**
Complete the certification (insert name of bidder, date, and sign), attach to the proposal and submit to the Washington Military Department.
- ATTACHMENT A3 – BIDDER’S PROFILE**
This document is required information for contract administration purposes. Complete as instructed and submit with the proposal to the Washington Military Department.
- ATTACHMENT A4– CONTRACTOR CERTIFICATION WAGE THEFT PREVENTION**
Complete the certification (insert name of bidder, date, and sign), attach to the proposal and submit to the Washington Military Department.
- ATTACHMENT B2 – CONTRACT ISSUES LIST (IF APPLICABLE)**
If Bidder has any business concerns related to **Attachment B1 – Proposed Contract**, Bidder will need to complete **Attachment B2 – Contract Issues List** template and include with the proposal to the Washington Military Department.
- Bidder’s RFP20-006 Technical and Cost Proposals** – Technical proposal shall address the Scope of Work, include qualifications and resumes of key personnel, a project list of previous projects of similar or like experience, and at least two (2) professional references.

3.4. PROPOSAL FORMAT. Proposals must be complete, legible, and, as applicable, signed. Unless otherwise specified in writing by WMD, documents included must be prepared in MS Word, MS Excel, or Adobe PDF. The proposal must be signed by a person authorized to contract for the Bidder. **SUBMITTING PROPOSALS.** Your proposal must be delivered as follows:

3.5. SUBMITTING PROPOSALS. Your proposal must be delivered as follows:

SUBMITTING PROPOSALS	
Email Proposal To:	contracts.office@mil.wa.gov <i>Subject Line:</i> <i>(Bidder Name) Response to RFP20-006</i>

The proposal must be received by the RFP Procurement Coordinator no later than **May 15, 2020 at 3:00 PM PST**. Late proposals will not be accepted and will be automatically disqualified from further consideration. All proposals and any accompanying documentation become the property of WMD and will not be returned.

Note: WMD email boxes only can accept emails that total less than 30MB in size. Bidders are cautioned to keep email sizes to less than 25MB to ease delivery. ***Zipped files cannot be accepted.***

SECTION 4 – PROPOSAL EVALUATION

This section identifies how the Washington Military Department will evaluate RFP proposals. The evaluation of the RFP response will be based only upon information provided, or associated, with the Bidder's response to this document, including references. In light of this requirement, Bidders should take every precaution to assure that references can answer all pertinent questions posed of them and that answers to RFP items are complete.

4.1. OVERVIEW. The Washington Military Department will evaluate proposals for this RFP as described below.

- The Washington Military Department reserves the right to determine a Bidder's compliance with the requirements specified in this RFP, request clarification, and to waive informalities in a proposal. An informality is an immaterial variation from the exact requirements of the competitive RFP, having no effect or merely a minor or negligible effect on quality, quantity, or performance of the services being procured, and the correction or waiver of which would not affect the relative standing of, or be otherwise prejudicial, to bidders.
- The Washington Military Department reserves the right to: (1) Waive any informality; (2) Reject any or all proposals, or portions thereof; (3) Accept any portion of the items proposed unless the bidder stipulates all or nothing in their proposal; (4) Cancel an RFP and re-solicit proposals; and/or (5) Negotiate with the highest scored responsive and responsible bidder to determine if that proposal can be improved.
- The Washington Military Department will use the following evaluation criteria for an award of a contract:

EVALUATION SCORING AND CRITERIA	
The following points/awards will be assigned to the proposal for evaluation purposes (maximums):	
Complete proposal submitted on time	Pass/Fail
Expressed understanding of the RFP goals & objectives	25 points
Familiarization & understanding of federal, state, & local laws & permits	10 points
Proposed work plan & schedule	10 points
Proposed cost & expenditures	15 points
Qualifications of Bidder & personnel assigned to work on this project	20 points
Previous projects of similar or like experience	20 points
Total possible points:	100 points*

***Proposals not receiving a minimum score of 75 points will be disqualified**

4.2. RESPONSIVENESS. The Washington Military Department will review proposals – on a pass/fail basis to determine whether the proposal is 'responsive' to this RFP. This means that WMD will review each proposal to determine whether the proposal is complete (i.e., does the proposal include

each of the required proposal submittals, are the submittals complete, signed, legible?). WMD reserves the right – in its sole discretion – to determine whether a proposal is responsive. Bidders whose proposals are determined to be non-responsive will be rejected and will be notified of the reasons for this rejection. See **Attachment A1** for a checklist of responsiveness.

4.3. RESPONSIBILITY ANALYSIS. The Washington Military Department will review Bidder’s responses to **Attachment A3** – Bidder’s Profile and make reasonable inquiry to determine the Bidder’s responsibility. The Washington Military Department’s assigned Evaluation Team will determine Bidder responsibility on a pass/fail basis. In determining whether the Bidder is a responsible bidder, WMD will consider the following elements:

- The ability, capacity, and skill of the Bidder to perform the contract or provide the service required;
- The character, integrity, reputation, judgment, experience, and efficiency of the Bidder;
- Whether the Bidder can perform the contract within the time specified;
- The quality of performance of previous contracts or services;
- The previous and existing compliance by the Bidder with laws relating to the contract or services; and
- Whether, within the three-year period immediately preceding the date of the proposal solicitation, the Bidder has been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW; and
- Such other information as may be secured having a bearing on the decision to award the contract.

The Washington Military Department may request record of past performance, clarification of a Bidder’s offer, on-site inspection of a Bidder’s or subcontractor’s facilities, or other information as necessary. WMD may use references to confirm satisfactory customer service, performance, satisfaction with service/product, knowledge of products/service/industry and timeliness. WMD reserves the right to be its own reference. Any negative or unsatisfactory reference can be reason for rejecting a bidder as non-responsible.

4.4. REQUIREMENTS AND PRICE EVALUATION. The Washington Military Department’s assigned Evaluation Team will evaluate and score Bidder’s responses to this RFP.

4.5. CONTRACT NEGOTIATIONS. The Washington Military Department will negotiate with the Top Bidder(s) to finalize contract terms and to determine if the proposal may be improved. If, after a reasonable period of time, WMD, in its judgement, cannot reach agreement on acceptable contract terms with the Top Bidder(s), WMD may suspend negotiations and undertake negotiations with the next Bidder as determined by the evaluations.

SECTION 5 – CONTRACT AWARD

5.1 ANNOUNCEMENT OF APPARENT SUCCESSFUL BIDDER. The Washington Military Department will determine the Apparent Successful Bidder(s) (“ASB”). The ASB will be the responsive and responsible Bidder(s), whose proposal, in the sole opinion of WMD, best meets the requirements of this RFP and presents the best total value to WMD.

- Designation as an ASB does not imply that WMD will issue an award for a contract to your firm. Rather, this designation allows WMD to perform further analysis and ask for additional documentation. A Bidder's failure to provide requested information to WMD within ten (10) business days may result in disqualification. The Bidder must not construe this as an award, impending award, attempt to negotiate, etc. If a Bidder acts or fails to act as a result of this notification, it does so at its own risk and expense.
- Upon announcement of the ASB, bidders may request a debriefing conference as specified in **Attachment C** – Complaint, Debrief & Protest Requirements.

5.2 CONTRACT EXECUTION. Subject to protests, if any, The Washington Military Department and the ASB will enter into a contract as set forth in **Attachment B1** – Proposed Contract.

- An award, in part or full, is made and a contract formed by signature of The Washington Military Department and awarded Bidder on the contract. WMD reserves the right to award on an all-or-nothing consolidated basis.
- Following the award of the contract, all Bidders will receive a Notice of Award, usually through an email to the Bidder's email address provided in the bidder's proposal.

BIDDER'S RESPONSIVENESS CHECKLIST

___ Proposal was submitted on or before, 3:00 PM PST, on May 15, 2020.

If NO, stop here as the Proposal is immediately non-responsive.

___ Bidder provided all required attachments:

___ Attachment A2 – Bidder's Certification

___ Attachment A3 – Bidder Profile

___ Attachment A4 – Bidder's Wage Theft Certification

___ Attachment B2 – Contract Issues List (if applicable)

___ Bidder's RFP20-006 Technical and Cost Proposals including:

- Qualifications & resumes of key personnel
- Project list of previous projects of similar experience
- Minimum of two (2) professional references
- Cost Proposal

___ Proposal demonstrates that the Bidder is capable/responsible to provide the services.

___ Bidder's Certification and Proposal were signed by an individual authorized to bind the Bidder to a contractual relationship.

Notes:

BIDDER'S CERTIFICATION

Bidder makes this certification as a required element of submitting this proposal, affirming the truthfulness of the facts declared here and acknowledging that the continuing compliance with these statements and all requirements of the RFP are conditions precedent to the award or continuation of the resulting Contract.

1. Bidder has read, understands, and agrees to abide by the RFP.
2. Bidder's proposal prices have been arrived at independently, without engaging in collusion, proposal rigging, or any other illegal activity, and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (a) those prices, (b) the intention to submit a proposal, or (c) the methods or factors used to calculate the prices offered. Bidder has not been and will not knowingly disclose its proposal prices, directly or indirectly, to any other bidder or competitor before award of a contract, unless otherwise required by law. No attempt has been made or will be made by the Bidder to induce any other person to submit or not to submit a proposal for the purpose of restricting competition. Bidder, however, freely may join with other persons or organizations for the purpose of presenting a proposal.
3. Bidder's attached proposal is a firm offer for a period of one hundred eighty (180) days following the proposal due date specified in the RFP. In the event of a protest, the Bidder's proposal will remain valid for an additional ninety (90) days or until the protest and any related court action is resolved, whichever is later.
4. In preparing this proposal, Bidder has not been assisted by any current or former employee of the State of Washington whose duties relate (or did relate) to this RFP, or prospective contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this proposal.
5. Bidder understands that the Washington Military Department will not reimburse Bidder for any costs incurred in the preparation of this proposal. All proposals become the property of WMD, and Bidder claims no proprietary right to the ideas, writings, items, or samples unless so stated in the proposal.
6. Bidder is a lawful licensee or owner of the proposed solution and has all the necessary rights in the solution to grant the use to the Washington Military Department. The proposed solution and any other work performed by the Bidder hereunder does not and shall not infringe upon any United States or foreign copyright, patent, trade secret, or other proprietary right, or misappropriate any trade secret of any third-party, and Bidder has neither assigned nor otherwise entered into an agreement by which it purports to assign or transfer any right, title, or interest to any technology or intellectual property right that would conflict with its obligations under this proposal.
7. Bidder understands that its submittal of a proposal and execution of this Bidder's Certification certifies Bidder's willingness to comply with the contract if awarded such. By submitting this proposal, Bidder hereby offers to furnish materials, supplies, services and/or equipment in compliance with terms, conditions, and requirements contained in the contract.
8. Bidders are required to collect and pay Washington State sales tax, if applicable. Any such tax must be addressed and included in their proposed price quotes.
9. If working on-site, the Contractor will be required to abide by the Camp Murray Spill Response procedures to be provided to the winning bidder during the contract signing in the event of hazardous materials/substances spill during the performance of work at Camp Murray.

Name of Bidder: _____ Title: _____

Signature of Bidder: _____ Date: _____

Bidder's Profile

Company Information		
Legal Company name and address	Indicate entity type (LLC, Inc, Corp., etc.):	
	Indicate state of registration/incorporation:	
RFP Point of Contact	Name: Address: <i>(if different from above)</i> Email: Phone:	
Company's Principal Officer (President, Director, etc.).	Name/Title: Email:	
Wash. Dept. of Revenue Registration No.		
Federal Tax ID No. (TIN) If TIN is a Social Security number, provide only the last four digits. Washington Uniform Business Identification (UBI) CAGE Code		
Is your firm certified as a minority or woman owned business with OMWBE?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, provide MWBE certification no.	
Is your firm certified as Veteran Owned with Washington State Department of Veteran Affairs?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, provide WSDVA certification no.	
Gross Revenues for FY 2016 and FY 2017:	and	
Number of employees:		
Number of employees who have experience implementing the proposed solution:		
Number of years in business:		
Number of years providing the proposed solution:		
Quantity and type of customers (e.g. public sector) currently using the proposed solution:		

<p>Has your company contracted with the state of Washington during the past 24 months?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Contract number and Description:</p>
<p>Has anyone from this company been an employee of the state of Washington during the past 24 months, or is now an employee?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Name: Title: Agency: Separation Date:</p>
<p>Has there been any material litigation against your firm within last five (5) years that your firm should reasonably believe could adversely affect its ability to meet requirements pursuant to this RFP or have a material adverse effect on your financial condition? If YES, provide a statement listing each litigation separately and explaining the relevant details:</p>	
<p>Provide a statement and any relevant details addressing whether your firm:</p> <ul style="list-style-type: none"> a) is presently debarred, suspended or proposed for debarment by any federal or state department or agency. b) has within the past three (3) years been convicted of, or had a civil judgement rendered against for commission of fraud, theft, forgery or falsification. c) has within a three (3) year period preceding the RFP had one or more public transactions (federal, state, or local) terminated for cause or default. 	
<p>IMPORTANT NOTE: Top Bidder(s) may be asked to provide Statements of Net Position and Statements of Revenues, Expenses and Changes in Net Positions for the last two (2) fiscal years, as well as any other credit and audit information to help validate Bidder's Responsibility and financial viability.</p>	

REFERENCES

Provide a minimum of two (2) professional references for which the Bidder has delivered goods and/or services similar in scope as described in the RFP.

Reference 1	
Entity Name:	_____
Contact:	_____
Phone:	_____
Email:	_____
Reference 2	
Entity Name:	_____
Contact:	_____
Phone:	_____
Email:	_____
Reference 3	
Entity Name:	_____
Contact:	_____
Phone:	_____
Email:	_____

SUBCONTRACTORS

If applicable, identify any subcontractors who will perform services in fulfillment of contract requirements. State the nature of services to be performed and include a federal tax identification number (TIN) for each subcontractor. If TIN is a SSN, only provide the last four (4) digits. If a subcontractor is a certified minority or woman-owned business, small business or Veteran owned indicate that socio-economic status in the table below. Expand the table below as needed.

The bidder, by including subcontractor(s) as part of your signed proposal, agrees to assume responsibility for contract obligations and any liability for all actions of such subcontractors. The Washington Military Department reserves the right to approve or disapprove any subcontractor.

Subcontractor	TIN	Socio-economic Status	Services covered by Subcontractor

**Washington State Military Department
CONTRACT FACE SHEET**

1. Contractor Name and Address:		2. Contract Amount:		3. Contract Number	
4. Contractor's Contact Person, phone number:		5. Contract Start Date:		6. Contract End Date:	
7. MD Program Manager/phone number:		8. Data Universal Numbering System (DUNS #):		9. UBI # (state revenue):	
10. Funding Authority: Washington State Military Department (WMD) and Army National Guard (ARNG)					
11. Funding Source Agreement #:		12. Program Index # & OBJ/SUB-OJ		13. CFDA # & Title:	14. TIN or SSN:
15. Service Districts: (BY LEGISLATIVE DISTRICT): (BY CONGRESSIONAL DISTRICT):		16. Service Area by County(ies):		17. Women/Minority-Owned, State <input type="checkbox"/> Certified?: <input type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE # _____	
18. Contract Classification: <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Collaborative Research <input type="checkbox"/> A/E <input type="checkbox"/> Other - Purchased			19. Contract Type (check all that apply): <input type="checkbox"/> Contract <input type="checkbox"/> Grant <input type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency		
20. Contractor Selection Process: <input type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A <input type="checkbox"/> Filed w/OFM? <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input type="checkbox"/> NO _____			21. Contractor Type (check all that apply) <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> Non-Profit <input type="checkbox"/> VENDOR <input type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> OTHER		
22. BRIEF DESCRIPTION:					
<p>IN WITNESS WHEREOF, the Department and Contractor acknowledge and accept the terms of this contract and attachments hereto and have executed this contract as of the date and year written below. This Contract Face Sheet, Special Terms and Conditions, General Terms and Conditions (Exhibit A), Statement of Work (Exhibit B), Emergency Response Notification and Spill Response Flowchart (Exhibit C) govern the rights and obligations of both parties to this contract.</p>					
<p>In the event of an inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:</p> <p>(a) Applicable Federal and State Statutes and Regulations (b) Statement of Work (c) Special Terms and Conditions (d) General Terms and Conditions (e) Any other provisions of the contract incorporated by reference.</p> <p>This contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.</p>					
<p>WHEREAS, the parties hereto have executed this contract on the day and year last specified below.</p>					
FOR THE DEPARTMENT:			FOR THE CONTRACTOR:		
_____ Signature		_____ Date	_____ Signature		_____ Date
Regan Anne Hesse Chief Financial Officer Washington Military Department			for		
<p>APPROVED AS TO FORM: Brian E. Buchholz (signature on file) 3/15/2016 Assistant Attorney General</p>					

Form 10/27/00

SPECIAL TERMS AND CONDITIONS

ARTICLE I -- COMPENSATION SCHEDULE:

This is a fixed price, reimbursement contract. Within the total Contract Amount, authorized travel, subcontracts, salaries and wages, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis unless otherwise provided in this contract. Any travel or subsistence reimbursement allowed under the contract shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or hereafter amended and in agreement with federal rates. Receipts and/or backup documentation for any approved Budget line items, including travel related expenses, that are authorized under this contract must be maintained by the Contractor and be made available upon request of the Department.

Reimbursement under the contract will only be made consistent with the contract Budget and authorized changes to the Budget. Shifting of funds between/among Budget categories is prohibited without prior written approval of the Department, except that Contractor may shift funds among line items within a single budget category, other than to an equipment line item, without prior written approval if the change is less than 10% of the Budget category or \$100, whichever is greater. No change is permitted to an equipment line item without the prior written authorization of the Department. Budget categories are as specified or defined in the Budget sheet of the contract. Any shifting of funds between/among Budget categories other than in compliance with this paragraph will not be reimbursed.

ARTICLE II -- REPORTS:

In addition to the reports as may be required elsewhere in this contract, the Contractor shall prepare and submit the following documents and reports to the Department's Key Personnel:

Financial	# of Copies	Submission Date
Invoice (State A-19 form)	1	Monthly
Final Invoice (shall not exceed overall contract amount)	1	Within 30 days of the satisfactory completion of work in accordance with all terms of this Contract.

ARTICLE III -- KEY PERSONNEL:

The individuals listed below shall be considered Key Personnel. The Key Personnel for each of the parties shall be the contact person for all communications and billings regarding the performance of this Contract.

Any substitution of Contractor's Key Personnel must be made by written notification to the Military Department.

CONTRACTOR:

MILITARY DEPARTMENT:

Name		Name	
Title		Title	
E-Mail		E-Mail	
Phone		Phone	

ARTICLE IV -- ADMINISTRATIVE REQUIREMENTS:

1. The Contractor shall comply with the OMB FAR 31.2 - Cost Principles for Commercial Organizations and the State Office of Financial Management (OFM) Regulations-State Administrative and Accounting Manual (SAAM).

ARTICLE V -- ADDITIONAL SPECIAL CONDITIONS AND MODIFICATION TO GENERAL CONDITIONS:

1. Funds are provided by the Army National Guard (ARNG) solely for the purpose of environmental programs as provided by the National Guard Master Cooperative Agreement with Washington State, Appendix 1 and Appendix 2. This contract is contingent upon the receipt of federal funds awarded for this purpose. The Contractor shall only use the funds to perform tasks as described in the Statement of Work (Exhibit B) and Emergency Response Notification and Spill Response procedures (Exhibit E) as approved by the Department.

2. BUSINESS AUTO POLICY (BAP)

- a. Contractor shall maintain during the term of this contract business auto liability coverage with policy limits of no less than **\$1,000,000** combined single limit of liability per accident. The **\$1,000,000** policy limit can be achieved through a combination of primary and excess coverage, and if necessary, commercial umbrella liability insurance, with the required policy limit applying to any "auto" as indicated on the "Description of Covered Auto Designation Symbols"

on the policy form. "Any Auto" includes any type of land motor vehicle, such as private passenger autos, large trucks and delivery vans.

- b. Business auto coverage shall be written on ISO form CA 00 01 *or substitute liability form providing equivalent coverage*, published by the Insurance Services Office, Inc. (ISO). Contractor shall have the policy endorsed to provide contractual liability coverage, and provide for "covered pollution cost or expense" as provided in the 1990 or later editions of the CA 00 01 policy form.
- c. Contractor waives all rights against State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.
- d. The coverage required by this section shall be obtained through insurance carriers licensed to do business in the State of Washington.
- e. The insurance coverage required by this section shall not be subject to any self-insured retained limit of liability, liability deductible or self-insurance program.
- f. The coverage required by this section shall be written on "occurrence" based policy forms, not "claims made" policy forms.
- g. The State of Washington shall be an additional named insured on the policy. The Contractor shall deliver to the Department certificates of insurance reflecting that the Contractor has obtained all the insurance coverage required herein.

3. COMMERCIAL GENERAL LIABILITY (CGL)

- a. During the term of this contract, Contractor shall maintain Commercial General Liability insurance coverage (CGL) covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than **\$1 million** per occurrence/**\$2 million** general aggregate. The **\$1,000,000** limit can be achieved through a combination of primary and, if necessary, commercial umbrella insurance.
- b. Contractor shall acquire such insurance from an insurance carrier or carriers authorized to conduct business in the state of Washington and having a rating of A-, Class VII or better, in the most recently published edition of *Best's Reports*. In the event of cancellation, non-renewal, revocation or other termination of any insurance coverage required by this contract, Contractor shall provide written notice of such to the Department within one (1) Business Day of Contractor's receipt of such notice. Failure to buy and maintain the required insurance may, at the Department's sole option, result in this Contract's termination.
- c. Contractor shall pay premiums on all insurance policies. Such insurance policies shall name the Department as an additional insured on all general liability, automobile liability, and umbrella policies. Such policies shall also reference this Contract number and shall have a condition that they not be revoked by the insurer until forty-five (45) calendar days after notice of intended revocation thereof shall have been given to the Department by the insurer.
- d. Contractor shall furnish to the Department copies of certificates of all required insurance within thirty (30) calendar days of this contract's Effective Date, and copies of renewal certificates of all required insurance within thirty (30) days after the renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at the Department's sole option, result in this contract's termination.
- e. All insurance provided by Contractor shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State and shall include a severability of interests (cross-liability) provision.
- f. The General Aggregate limit of the CGL shall be at least twice the "each occurrence" limit, and the required CGL insurance policy shall also have a products-completed operations hazard aggregate limit of at least two times the "each occurrence" limit.
- g. The CGL insurance coverage shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability arising out of premises, operations, independent contractors, products-completed operations hazard, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insureds (cross liability) condition.

- h. The coverage required by this section shall not be subject to any self-insured retained limit of liability, liability deductible, or program of self insurance.
- i. The coverage required by this section shall be written on “occurrence” based policy forms, not “claims made” policy forms.
- j. By requiring insurance herein, the Department does not represent that coverage and limits will be adequate to protect Contractor. Such coverage and limits shall not limit Contractor’s liability under the indemnities and reimbursements granted to the Department in this contract.

PROPOSED

Exhibit A

GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS**--As used throughout this contract, the following terms shall have the meaning set forth below:
 - a. **"Department"** shall mean the Washington Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department.
 - b. **"The Adjutant General"** as it is used herein shall mean the Director of the Washington Military Department. The term **"Authorized Department Representative"** shall mean those persons who have written authorization to sign Department contracts and represent Department as signed and directed by The Adjutant General.
 - c. **"Contractor"** shall mean that firm, organization, group, individual, or other entity performing services under this contract, and shall include all employees of the Contractor. It shall include any subcontractor retained by the prime Contractor as permitted under the terms of this agreement.
 - d. **"Subcontractor"** shall mean one, not in the employment of the Contractor, who is performing all or part of those services under this contract through a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.
 - e. **"WAC"** is defined and used herein to mean the Washington Administrative Code.
 - f. **"RCW"** is defined and used herein to mean the Revised Code of Washington.

2. **CONTRACTOR NOT EMPLOYEE OF AGENCY** -- The Contractor, and/or employees or agents performing under this agreement are not employees or agents of the Department in any manner whatsoever. The Contractor will not be presented as nor claim to be an officer or employee of the Department or of the State of Washington by reason hereof, nor will the Contractor make any claim, demand, or application to or for any right, privilege or benefit applicable to an officer or employee of the Department or of the State of Washington, including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW; OFM Reg. 4.3.1.1.8.

It is understood that if the Contractor is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the State of Washington in their own right.

If the Contractor is an individual currently employed by a Washington State agency, the Department shall obtain proper approval from the employing agency or institution before entering into this contract. A statement of "no conflict of interest" shall be submitted to the Department.

3. **COMPLIANCE WITH APPLICABLE LAW**

The Contractor and all subcontractors shall comply with, and the Department is not responsible for determining compliance with, any and all applicable federal, state, tribal government, and local laws, regulations, and/or policies. This obligation includes, but is not limited to, Ethics in Public Service (RCW 42.52); Covenant Against Contingent Fees (48 C.F.R. Sec. 52.203-5); Public Disclosure (RCW 42.56); and safety and health regulations.

In the event of the Contractor's or a subcontractor's noncompliance or refusal to comply with any law or policy, the Department may rescind, cancel, or terminate the contract in whole or in part. The Contractor is responsible for any and all costs or liability arising from the Contractor's failure to comply with applicable law.

4. **NONDISCRIMINATION** -- During the performance of this agreement, the Contractor shall comply with all federal and state nondiscrimination statutes and regulations. These requirements include, but are not limited to:
 - a. **Nondiscrimination in Employment:** The Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory, mental, or physical handicap. This requirement does not apply, however, to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution or society of its activities.
 - b. The Contractor shall take action to ensure that employees are employed and treated during employment without discrimination because of their race, color, sex, sexual orientation religion, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory, mental, or physical handicap.

Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment selection for training, including apprenticeships and volunteers.

5. **NONCOMPLIANCE WITH NONDISCRIMINATION LAWS** -- In the event of the Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the Department. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.
6. **MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES** -- In accordance with the legislative findings and policies set forth in Chapter 39.19 RCW, the State of Washington encourages participation in all its contracts by MWBE firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). To the extent possible, the Contractor will solicit and encourage minority-owned and women-owned business enterprises who are certified by the OMWBE under the state of Washington certification program to apply and compete for work under this contract. Voluntary numerical MWBE participation goals have been established, and are indicated herein: Minority Business Enterprises: (MBE's): 10% and Woman's Business Enterprises (WBE's): 8%.
7. **SUBCONTRACTING** -- All subcontracts entered into pursuant to this contract shall incorporate this contract in full by reference. Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this contract and after original contract award, without obtaining prior written approval of the Department. Contractor shall use a competitive process in award of any contracts with subcontractors that are entered into after original contract award. The Military Department may request a copy of any and/or all subcontracts that exist for work being completed under this contract. In no event shall the existence of the subcontract operate to release or reduce the liability of the Contractor to the Department for any breach in the performance of the Contractor's duties.

This clause does not include Contracts of employment between the Contractor and personnel assigned to work under this Contract.

8. **INDEMNIFICATION** -- To the fullest extent permitted by the law, the Contractor expressly agrees to and shall indemnify, defend and hold harmless the State and its agencies, officials, agents and employees from and against all claims, actions, costs, damages, or expenses of any nature arising out of or incident to the Contractor's or any subcontractor's performance or failure to perform the contract. The Contractor's obligation to indemnify, defend and hold harmless also includes any claim by the Contractor's agents, employees, representatives or any subcontractor or its employees. The Contractor's obligation to defend includes payment of any costs or attorneys' fees.

The Contractor's obligation shall not include such claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents or employees and (b) the Contractor, its subcontractors, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Contractor or its subcontractors, agents, or employees.

The Contractor expressly agrees to waive its immunity under Title 51 RCW (Industrial Insurance) to the extent required to indemnify, defend, and hold harmless the State and its agencies, officials, agents or employees.

9. **COVENANT AGAINST CONTINGENT FEES** -- The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agency maintained by the Contractor for the purpose of securing business.

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

10. **NONASSIGNABILITY** -- Neither this contract, nor any claim arising under this contract, nor the work to be provided under this contract, and any claim arising thereunder, shall be assigned or delegated by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

11. **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336**, 42 U.S.C. 12101 et seq. and its implementing regulations 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 telecommunication.

12. **RECORDS, MONITORING AND AUDIT ACCESS**

- a. The Contractor shall perform under the terms of the contract and the Department has responsibility for reasonable and necessary monitoring of the Contractor's performance. The Department shall conduct

contract monitoring activities on a regular basis. Monitoring means any planned, ongoing, or periodic activity that measures and ensures contractor compliance with the terms, conditions, and requirements of a contract. Monitoring involves prudent collection of information about Contractor operations and is not limited to site visits or the completion of formal reviews. Monitoring may include periodic contractor reporting to the Department, Department review of audit reports, invoice reviews, onsite reviews and observations, and surveys. Adequate documentation is essential for effective contract monitoring and will include copies of letters, meeting notes, and records of phone conversations as evidence that conscientious monitoring has occurred during the period of the contract.

- b. The Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the Department, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or contract. The Contractor will retain all books, records, documents, and other materials relevant to this contract for six (6) years from the date contract final payment is made hereunder, and make them available for inspection by persons authorized under this provision.
- c. The Department or the State Auditor or any of their representatives and federal officials so authorized by law, rule, regulation, or contract shall have full access to and the right to examine during normal business hours and as often as the Department or the State Auditor may deem necessary, all of the Contractor's records with respect to all matters covered in this contract. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and records of matters covered by this contract. Such rights last for six (6) years from the date final payment is made hereunder.
- d. The Contractor shall cooperate with and freely participate in any other monitoring or evaluation activities conducted by the Department that are pertinent to the intent of this contract.

13. **ACCESS TO PUBLIC RECORDS**

- a. The parties acknowledge that the Department is subject to the Public Records Act, Chapter 42.56 RCW, and that records prepared, owned, used or retained by the Department relating to the conduct of government or the performance of any governmental or proprietary function are available for public inspection or copying, except as exempt under RCW 42.56 or other statute which exempts or prohibits disclosure of specific information or records.
- b. The Contractor shall provide access to data generated under this contract to the Department and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Contractor's reports, including computer models and methodology for those models.
- c. Access to Data - The contractor shall provide access to all data generated under the contract to the Department, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. For the purposes of this requirement, "data" includes all information that supports the findings, conclusions and recommendations of the contractor's reports, including computer models and methodology for those models.

14. **DISCLOSURE** -- The use or disclosure by any party of any information concerning the Department for any purpose not directly connected with the administration of the Department's or the Contractor's responsibilities with respect to services provided under this contract is prohibited except by prior written consent of the Department or as required to comply with the Public Records Act or court order.

Contractor acknowledges that the Department is subject to Chapter 42.56 RCW, the Public Disclosure Act and that this Contract shall be a public record as defined in RCW 42.56.250 through 42.56.340. Any specific information that is claimed by the Contractor to be confidential or proprietary must be clearly identified as such by the Contractor. To the extent consistent with Chapter 42.56 RCW, the Department shall maintain the confidentiality of all such information marked confidential or proprietary. If a request is made to view the Contractor's information, the Department will notify the Contractor of the request and the date that such records will be released to the requester unless Contractor obtains a court order enjoining that disclosure. If the Contractor fails to obtain the court order enjoining disclosure, the Department will release the requested information on the date specified.

15. **RIGHTS IN DATA** -- The parties hereto agree that all works originating from this contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the Department and/or the State of Washington. Unless otherwise provided, this contractual term applies to all works including, but not limited to, reports, graphic design and logos, documents, files, pamphlets, advertisements, publications, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions prepared by an employee within the scope of

employment, and also to all works specially ordered or commissioned for use as a contribution to a collective work, as a part of a motion picture or other audiovisual work, as a translation, as a supplementary work, as a compilation, as an instructional text, as a test, as answer material for a test, or as an atlas.

Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. Work delivered under the contract, but which does not originate therefrom, shall be transferred to the Department with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; provided, that such license shall be limited to the extent which the Contractor has a right to grant such a license. The Contractor shall exert all reasonable effort to advise the Department, at the time of delivery of works furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this contract. The Department shall receive prompt written notice of each notice or claim or copyright infringement received by the Contractor with respect to any works created under this contract.

The Contractor shall not affix any restrictive markings upon any works, and if such markings are affixed, the Department shall have the right at any time to modify, remove, obliterate, or ignore such markings.

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

17. **PRIVACY** -- Personal information collected, used or acquired in connection with this contract shall be used solely for the purposes of this contract. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the Department or as provided by law. Contractor agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

The Department reserves the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the Contractor through this contract. The monitoring, auditing or investigating may include but is not limited to "salting" by the Department. Contractor shall certify return or destruction of all personal information upon expiration of this contract. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The Contractor agrees to indemnify and hold harmless the Department for any damages related to the Contractor's unauthorized use of personal information.

For purposes of this provision, personal information includes, but is not limited to, information identifiable to an individual that relates to a natural person's health, finances, education, business, use or receipt of governmental services, or other activities, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and other identifying numbers.

18. **TREATMENT OF ASSETS**

a. Title to all property furnished by the Department shall remain with the Department. Title to all property purchased by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the Department upon delivery of such property by the vendor. Title to other property, the cost of which is reimbursable to the Contractor under the contract, shall pass to and vest in the Department upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the Department in whole or in part, whichever first occurs.

b. Any property of the Department furnished to the Contractor shall, unless otherwise provided herein, or approved by the Department, be used only for the performance of this contract.

c. The Contractor shall be responsible for any loss or damage to property of the Department that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.

d. Upon the happening of loss or destruction of, or damage to, any Department property, the Contractor shall notify the Department thereof and shall take all reasonable steps to protect that property from further damage.

e. The Contractor shall surrender to the Department all property of the Department prior to settlement upon completion, termination, or cancellation of this agreement.

- f. All reference to the Contractor under this clause shall include any of his/her employees or agents or subcontractors.
19. **SITE SECURITY** – While on Department premises, Contractor, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security regulations.
20. **ATTORNEY’S FEES** – In the event of litigation or other action brought to enforce contract terms or alternate dispute resolution process, each party agrees to bear its own attorney’s fees and costs.
21. **TAXES** – All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.
22. **TRAVEL AND SUBSISTENCE REIMBURSEMENT** -- Unless the contract specifically provides for different rates, any travel or subsistence reimbursement expressly authorized under the contract shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 and the State Administrative and Accounting Manual (SAAM) Chapter 10.90 – Travel Rates, <http://www.ofm.wa.gov/policy/10.90.htm> as now existing or amended.. Receipts and documentation for travel or subsistence expenses that are authorized under this contract must be maintained by the Contractor and be made available to the Department upon request.
23. **LICENSING AND ACCREDITATION STANDARDS** -- Unless exempt from registration by law, the Contractor shall complete registration with the Department of Revenue, General Administration Building, Olympia WA 98504, and be responsible for payment of all taxes due on payments made under this Contract. WAC 458-20-101.
- The Contractor shall comply with all applicable local, state, and federal licensing and accrediting requirements/standards, necessary in the performance of this contract. (See RCW 19.02 for state licensing requirements/definitions.) The Contractor shall provide to the Department all identification codes/numbers that apply to the business as required in the state and federal revenue laws and regulations.
- Identifications such as the State Department of Revenue number, federal employee identification number, state certification number of a minority/women-owned business enterprise, and any other applicable registration identification that may exist should be provided. The Contractor shall be responsible for payment of all related licensing, accreditation and other related fees and charges.
24. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY** -- If federal funds are the basis for this contract, the Contractor certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this contract by any federal department or agency.
- If requested by Washington Military Department, the Contractor shall complete and sign a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for this Contract shall be incorporated into this Contract by reference.
- Further, the Contractor agrees not to enter into any arrangements or contracts related to this contract with any party that is on the “General Service Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs” which can be found at www.epls.gov.
- In addition, the state debarment laws shall apply: RCW 39.19.090; RCW 39.12.065 (3).
25. **ADVANCE PAYMENTS PROHIBITED** – The Department shall make no payments in advance or in anticipation of services or supplies to be provided under this contract. Contractor shall not invoice the Department in advance of delivery of such goods or services. RCW 43.88.160; Washington State Constitution, Article VIII, § 5
26. **LOSS OR REDUCTION OF FUNDING** -- In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the Department may immediately terminate the contract in its sole discretion under the "Termination for Convenience" clause, without the ten (10) day notice requirement. Alternatively, the parties may renegotiate the terms of this contract under the “CONTRACT MODIFICATIONS” provision to comply with new funding limitations and conditions, although the Department has no obligation to do so.
27. **WAIVER OF DEFAULT** -- Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of the contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the contract unless stated to be such in writing, signed by the Director and attached to the original contract.
28. **CONTRACT MODIFICATIONS** – This contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or bind the parties hereto unless made in writing and signed by the parties. The Department and the Contractor

may, from time to time, request changes to the contract. Any such changes that are *mutually agreed upon* by the parties to this contract shall be incorporated herein by written amendment to this contract. It is mutually agreed and understood that no alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and that any other understanding or agreements, oral or otherwise, are not incorporated herein and shall not be binding unless made in writing and signed by the parties hereto.

29. **LIMITATION OF AUTHORITY -- "Authorized Signature"** Only the assigned Authorized Signature for the Department or the assigned delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this contract is not effective or binding unless made in writing and signed by the authorized person.
30. **DISPUTES** -- Except as otherwise provided in this contract, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution board to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The board shall consist of a representative appointed by the Department, a representative appointed by the Contractor and a third party mutually agreed upon by both parties. The determination of the dispute resolution board shall be final and binding on the parties hereto. Each party shall bear the cost for its member of the dispute resolution board and its attorney fees and costs, and share equally the cost of the third board member.
31. **RECAPTURE OF FUNDS:** In the event that the Contractor fails to expend funds under this Contract in accordance with state laws and/or the provisions of this Contract, the Agency reserves the right to recapture state funds in an amount equivalent to the extent of the noncompliance in addition to any other remedies available at law or in equity. Such right of recapture shall exist for a period not to exceed six years following Contract termination. Repayment by the Contractor of funds under this recapture provision shall occur within 30 days of demand. In the event that the Agency is required to institute legal proceedings to enforce the recapture provision, the Agency shall be entitled to its costs thereof, including reasonable attorneys' fees.
32. **CONFLICT OF INTEREST** -- The Department may, by written notice to the Contractor terminate this contract if it is found after due notice and examination by The Adjutant General or his Authorized Department Representative that there is a violation of Chapter 42.52 RCW, Ethics in Public Service; or any similar statute involving the Contractor in the procurement of, or performance under, this contract.
33. **TERMINATION FOR CONVENIENCE** -- Notwithstanding any provisions of this contract, the Contractor may terminate this contract by providing written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date. Notwithstanding any other provisions of this contract, the Department may, by ten (10) days written notice, beginning on the second day after the mailing of the written notice, terminate this contract, in whole or in part. If this contract is so terminated, the Department shall be liable only for payment required under the terms of this contract for services rendered or goods delivered prior to the effective date of termination. Upon notice of termination for convenience, the Department reserves the right to suspend all or part of the contract, withhold further payments, and prohibit the Contractor from incurring additional obligations of funds.
34. **TERMINATION OR SUSPENSION FOR CAUSE** -- In the event the Department determines the Contractor has failed to comply with the conditions of this contract in an acceptable and timely manner, the Department has the right to suspend or terminate this contract. The Department shall notify the Contractor in writing of the need to take corrective action. If the default or violation is not corrected after ten (10) days or within a reasonable timeframe as determined by the Department, the contract shall be deemed terminated. The Department reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by the Department to terminate the contract. In the event this contract is terminated as provided above, the Department shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. The rights and remedies of the Department provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which The Adjutant General or his Authorized Department Representative makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract. The termination shall be deemed to be a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default, or (2) failure to perform was outside of their control, fault or negligence. The rights and remedies

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

35. **TERMINATION PROCEDURE** -- Upon termination of this contract the Department, in addition to any other rights provided in this contract, may require the Contractor to deliver to the Department any property specifically produced or acquired for the performance of such part of this contract as has been terminated.

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

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

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

- a. Stop work under the contract on the date, and to the extent specified, in the notice;
- b. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract as is not terminated;
- c. Assign to the Department, in the manner, at the times, and to the extent directed by The Adjutant General or his Authorized Department Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Department has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Department to the extent The Adjutant General or his Authorized Department Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the Department and deliver in the manner, at the times, and to the extent directed by the Department any property which, if the contract had been completed, would have been required to be furnished to the Department;
- f. Complete performance of such part of the work as shall not have been terminated by the Department; and
- g. Take such action as may be necessary, or as the Department may require, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the Department has or may acquire an interest.

36. **GOVERNING LAW AND VENUE** -- This contract shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by the laws of the state of Washington. In the event of a lawsuit involving this contract, venue shall be proper only in Thurston County. The Contractor, by execution of this contract, acknowledges the jurisdiction of the courts of the state of Washington in this matter.

37. **SEVERABILITY** -- If any provision of this contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this contract which can be given effect without the invalid provision, and to this end the provisions of this contract are declared to be severable.

38. **DATE COMPLIANCE** -- If applicable to this contract, the Contractor is responsible for ensuring that all materials and equipment installed as part of this contract shall accurately process date/time data between year calculations, to the extent that other information technology, used in combination with the information technology being acquired, properly exchanges date/time data with it.

39. **HISTORICAL AND CULTURAL ARTIFACTS** -- The Contractor agrees that if historical, archaeological data, or cultural artifacts, relics or specimens are discovered during and as the result of contract activities such as construction, the Contractor shall immediately stop those specific activities and notify the local historical preservation officer, the state's historical preservation officer at the Washington State Department of Archeology and Historic Preservation, and the Department's contact person for this contract.

40. **INDUSTRIAL INSURANCE** - If Vendor has operations in Washington, this section shall apply. If Vendor has no operations in Washington, this section shall NOT apply.

- a. Contractor employments excluded from mandatory coverage are listed in RCW 51.12.020 and include sole proprietors, partners, corporate officers and certain others. The Contractor may elect optional coverage for these employments.
- b. Prior to performing work under this contract, the Contractor shall provide or purchase industrial insurance coverage for the Contractor's employees, as may be required of an "employer" as defined in Title 51 RCW (Industrial Insurance), and shall maintain full compliance with Title 51 RCW during the course of this contract.

To protect the State's interest, if either the Contractor or someone employed by the Contractor is injured while performing work under the contract, the Contractor's employees should be covered by industrial insurance. 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 Department may collect from the Contractor the full amount payable to the Industrial Insurance accident fund. The Department may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by the Department 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. RCW 51.04.060-- No evasion of benefits or burdens. No employer or worker shall exempt himself or herself from the burden or waive the benefits of this title.

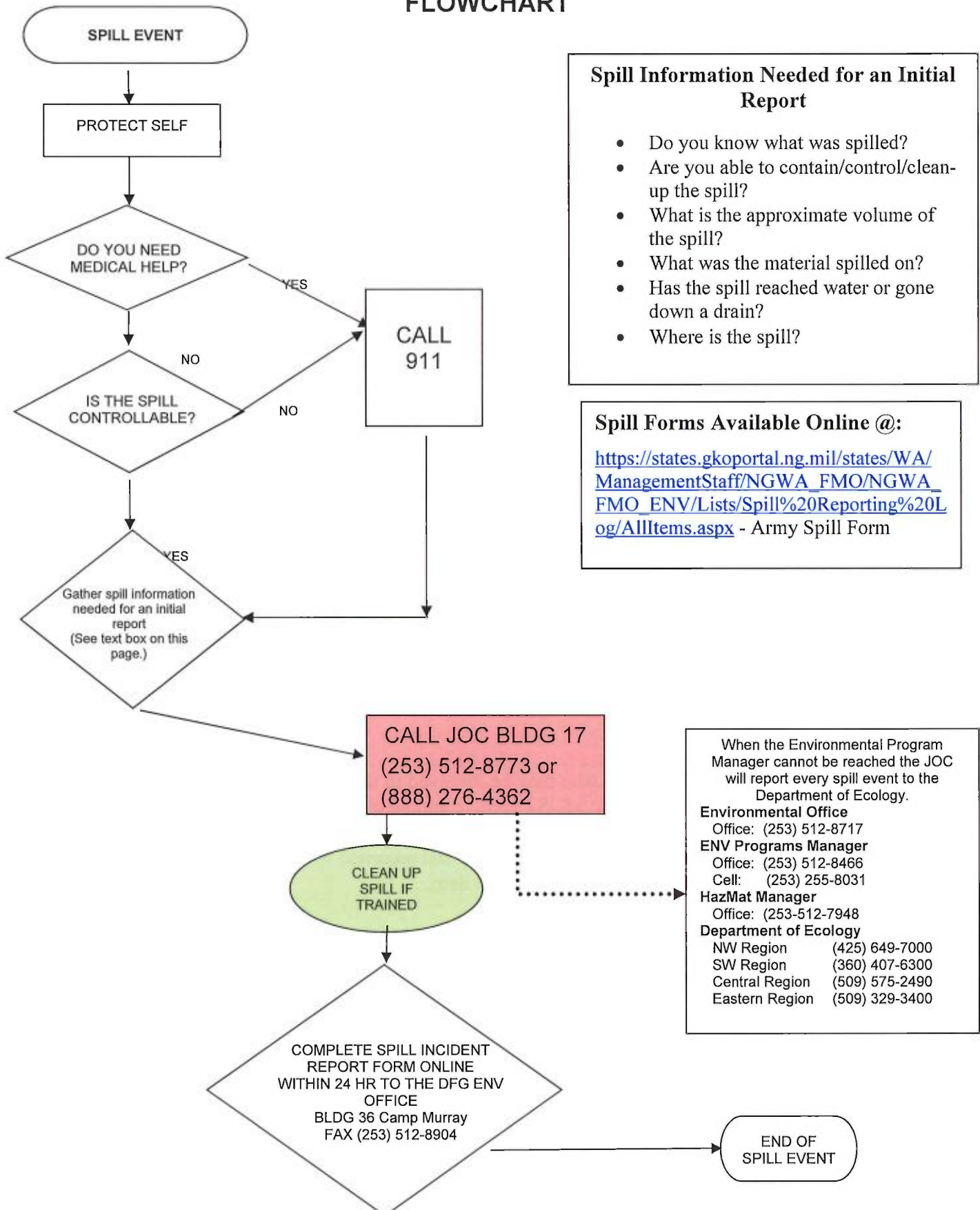
- c. The Contractor shall be prepared, upon request, to provide documentation of industrial insurance coverage for any workers employed by the Contractor. The Department will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for this Contractor, or any subcontractor or employee of the Contractor, which might arise under the industrial insurance laws during performance of duties and services under this contract.

41. **RESPONSIBILITIES OF THE PARTIES**

Each party to this contract hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any negligent act or omissions on the part of itself, its employees, its officers, and its agents. Neither party assumes any responsibility to the other party for the consequences of any negligent claim, act, or omission of any person, agency, firm, or corporation not a part to this contract.

Appendix A: Emergency Response Notification and Spill Response Flowchart

EMERGENCY RESPONSE NOTIFICATION AND SPILL RESPONSE FLOWCHART



Spill Information Needed for an Initial Report

- Do you know what was spilled?
- Are you able to contain/control/clean-up the spill?
- What is the approximate volume of the spill?
- What was the material spilled on?
- Has the spill reached water or gone down a drain?
- Where is the spill?

Spill Forms Available Online @:
https://states.gkoportal.ng.mil/states/WA/ManagementStaff/NGWA_FMO/NGWA_FMO_ENV/Lists/Spill%20Reporting%20Log/AllItems.aspx - Army Spill Form

When the Environmental Program Manager cannot be reached the JOC will report every spill event to the Department of Ecology.

Environmental Office
Office: (253) 512-8717

ENV Programs Manager
Office: (253) 512-8466
Cell: (253) 255-8031

HazMat Manager
Office: (253)-512-7948

Department of Ecology
NW Region (425) 649-7000
SW Region (360) 407-6300
Central Region (509) 575-2490
Eastern Region (509) 329-3400

SPILL INCIDENT REPORT

Submit spill report to the Environmental Office after initial cleanup has been completed and within 24 hours. Contact information is at the end of this form.

1. **FACILITY NAME:** _____

ADDRESS: _____

CITY or TOWN: _____

NEAREST HIGHWAY or INTERSECTION: _____

2. **DATE AND TIME OF INCIDENT:** _____

3. **NAME AND TEL. NUMBER OF ON-SCENE CONTACT:** _____

4. **SEVERITY OF THE INCIDENT:** Spill Fire Explosion Other _____

a. Name or Type of Spilled Material: _____

b. Total Amount Spilled (lbs, gal): _____

c. Amount Recovered (lbs, gal): _____

d. Fate of Recovered Materials (i.e., oil, water, soil, absorbents): _____

Facility Evacuated Injuries: _____ Spill Team Activated Photos

5. **SIGNIFICANT AREAS AFFECTED BY THE SPILL:** (Indicate location of any of the following affected areas, and estimate amount spilled in or on each area). **Affected Area (sq ft):** _____

- Building Area Surface Water
 Floor Drains Storm Drains
 Drainage Ditches Soil or Gravel Surfaces

SPECIFICS

6. **LOCAL TERRAIN CONDITIONS:** (Check off most appropriate description).

- Flat: (no significant slope) Somewhat Flat: (1-5% slope) Gently Rolling: (5-10% slope)
 Sharply Rolling: (10-20% slope) Steep: (>20% slope)

7. **WEATHER CONDITIONS:** (Check off most appropriate condition).

- Dry Fog or Drizzle Rain Snow Other

8. **CAUSE AND SOURCE OF INCIDENT:** (Check off most appropriate choice and give a brief description of the problem): _____

- Equipment Failure Accident Human Error Other

9. **OFFICES NOTIFIED:** (Check-off the offices that were notified and the name of the person who took the report over the telephone).

- WAARNG CFMO/ENV Office
- Emergency Operations Center
- National Response Center

- WA DOE
- JOC
- Other

Name: _____
Org: _____
Position: _____
Phone: _____

Name: _____
Org: _____
Position: _____
Phone: _____

10. **FUTURE PREVENTION:** (Note any equipment repairs or other measures taken to prevent reoccurrence):

Submit this form to the Environmental Office within 24 hours.

Phone: (253) 512-8717 (call for an email address)

Fax: (253) 512-8904

Submit in person at Building 36 Environmental Section, on Camp Murray.

Or complete the form online at:

For personnel with access to GKO:

https://states.gkoportal.ng.mil/states/WA/ManagementStaff/NGWA_FMO/NGWA_FMO_ENV/Lists/Spill%20Reporting%20Log/AllItems.aspx

Appendix C: Department of Ecology Report Information

This information is required to be submitted to the Washington State Department of Ecology for any spills or releases:

- A. Name, Address, and Phone Number of the owner or operator involved in the incident.
- B. Name, Address, and Phone Number of the facility or installation involved in the incident.
- C. Date and Time of the incident.
- D. Type of incident (Fire, Explosion, Accident, etc.).
- E. Name of chemical or material spilled or released.
- F. Quantity of chemical or material spilled or released (approximate amount).
- G. Any injuries (specify type and extent, if known).
- H. An assessment of actual hazards or dangers to human health or to the environment.
- I. An assessment of potential hazards or dangers to human health or to the environment.
- J. Estimated quantity & disposition of recovered materials (wastes) generated from the incident.
- K. Cause of the incident.
- L. Any corrective or preventive actions taken or recommended.

Information should be submitted within 15-days and addressed to:

Spills Program Manager (Attention: Dale Jensen)
Department of Ecology
P.O. Box 47775
Olympia, WA 98504-775

Contract Issues List

INSTRUCTIONS. Issues, concerns, exceptions or objections to any of the terms or conditions contained in **Attachment B1 – Proposed Contract**, must be documented by bidders in the Contract Issues List provided below. Contract Issues List frames discussions between The Washington Military Department and bidders regarding the terms and conditions contained in the contract. In completing the Contract Issues List, bidders must describe, in business terms, a concern, exception or objection and then propose a compromise that is reasonable in light of the commitment being sought by The Washington Military Department. The Contract Issues List must provide the reason or rationale supporting the issue.

- **REDLINED DOCUMENTS WILL NOT BE REVIEWED.** Do not provide a redlined contract, paragraph or clauses. Redlined text may result in the Washington Military Department making potentially inaccurate assumptions about what bidders' specific issues or concerns might be.
- **STANDARD BIDDER CONTRACT WILL NOT BE REVIEWED.** Do not provide a copy of a bidder's or a third party's standard contract or proposed language in the proposal.
- **NO SUBSTANTIAL CHANGES.** Bidders are reminded that this is a competitive solicitation for a public contract and that the Washington Military Department cannot accept a proposal or enter into a contract that substantially changes the material terms and specifications published in this RFP. Proposals that are contingent upon WMD making substantial changes to material terms and specifications published in the RFP may be determined to be non-responsible. WMD will consider the number and nature of the items on the bidders' Contract Issues List in determining the likelihood of completing a contract with a bidder.

CONTRACT ISSUES LIST

ITEM	REFERENCE CONTRACT SECTION #	ISSUE	BIDDER PROPOSED SOLUTION/RATIONALE
1.			
2.			
3.			
4.			
5.			

COMPLAINT, DEBRIEF, & PROTEST REQUIREMENTS

This attachment details the applicable requirements for complaints, debriefs, and protests.

Complaints

This RFP offers a complaint period for bidders wishing to voice objections to this solicitation. The complaint period ends five (5) business days before the proposal due date. The complaint period is an opportunity to voice objections, raise concerns, or suggest changes that were not addressed during the Question & Answer Period or at the Pre-Bid Conference. Failure by the bidder to raise a complaint at this stage may waive its right for later consideration. The Washington Military Department will consider all complaints but is not required to adopt a complaint, in part or full. If bidder complaints result in changes to the RFP, written amendments will be issued and posted on WEBS.

- *Criteria for Complaint:* A formal complaint may be based only on one or more of the following grounds: (a) The solicitation unnecessarily restricts competition; (b) The solicitation evaluation or scoring process is unfair or flawed; or (c) The solicitation requirements are inadequate or insufficient to prepare a response.
- *Initiating A Complaint:* A complaint must: (a) Be submitted to and received by the Procurement Coordinator no less than five (5) business days prior to the deadline for proposal submittal; and (b) Be in writing (see *Form and Substance, and Other* below). A complaint clearly should articulate the basis of the complaint and include a proposed remedy.
- *Response:* When a complaint is received, the Procurement Coordinator (or designee) will consider all the facts available and respond in writing prior to the deadline for proposal submittals, unless more time is needed. The Washington Military Department is required to promptly post the response to a complaint on WEBS.
- *Response is Final:* The Procurement Coordinator 's response to the complaint is final and not subject to administrative appeal. Issues raised in a complaint may not be raised again during the protest period. Furthermore, any issue, exception, addition, or omission not brought to the attention of the Procurement Coordinator prior to proposal submittal may be deemed waived for protest purposes.

Debrief Conferences

A Debrief Conference is an opportunity for a bidder and the Procurement Coordinator to meet and discuss the bidder's bid. A debrief is a required prerequisite for a bidder wishing to file a protest. Following the evaluation of the bids, The Washington Military Department will issue an announcement of the Apparent Successful bidder (ASB). That announcement may be made by any means, but WMD likely will use email to the Bidder's email address provided in the Bidder's Profile and all other bidders will be notified via WEBS. Bidders will have three (3) business days to request a Debrief Conference. Once a Debrief Conference is requested, WMD will offer the requesting bidder one (1) meeting opportunity and notify the Bidder of the Debrief Conference place, date, and time. The Washington Military Department will not allow the debrief process to delay the award. Therefore, bidders should plan for contingencies and alternate representatives; bidders who are unwilling or unable to attend the Debrief Conference will lose the opportunity to protest.

- *Timing:* A Debrief Conference may be requested by a bidder following announcement of the Apparent Successful Bidder.
- *Purpose of Debrief Conference:* Any bidder who has submitted a timely proposal response may request a Debrief Conference (see *Form and Substance, and Other*

below). A Debrief Conference provides an opportunity for the Bidder to meet with WMD to discuss its proposal and evaluation.

- *Requesting a Debrief Conference:* The request for a Debrief Conference must be made in writing via email to the Procurement Coordinator and received within three (3) business days after the announcement of the Apparent Successful Bidder. Debrief conferences shall be conducted by telephone and may be limited by WMD to a specified period of time. The failure of a bidder to request a debrief within the specified time and attend a debrief conference constitutes a waiver of the right to submit a protest. Any issue, exception, addition, or omission not brought to the attention of the procurement coordinator before or during the debrief conference may be deemed waived for protest purposes.

Protests

Following a Debrief Conference, a bidder may protest the award of the contract.

- *Criteria for a Protest:* A protest may be based only on one or more of the following: (a) Bias, discrimination, or conflict of interest on the part of an evaluator; (b) Error in computing evaluation scores; or (c) Non-compliance with any procedures described in the RFP.
- *Initiating a Protest:* Any bidder may protest an award to the Apparent Successful Bidder. A protest must: (a) Be submitted to and received by the Procurement Coordinator, within five (5) business days after the Bidder's Debriefing Conference (see *Form and Substance, and Other* below); (b) Be in writing; (c) Include a specific and complete statement of facts forming the basis of the protest; and (d) Include a description of the relief or corrective action requested.
- *Protest Response:* After reviewing the protest and available facts, WMD will issue a written response within ten (10) business days from receipt of the protest, unless additional time is needed.
- *Decision is Final:* The protest decision is final and not subject to administrative appeal. If the protesting bidder does not accept WMD's protest response, the bidder may seek relief in Thurston County Superior Court.

Communication During Complaints, Debriefs, and Protests

All communications about this RFP, including complaints, debriefs, and protests, must be addressed to the Procurement Coordinator unless otherwise directed.

- *Form, Substance, & Other:* All complaints, requests for debrief, and protests must (a) Be in writing; (b) Be signed by the complaining or protesting bidder or an authorized agent, unless sent by email; (c) Be delivered within the time frame(s) outlined herein; (d) Identify the solicitation by WMD number; (e) Conspicuously state "Complaint," "Debrief" or "Protest" in any subject line of any correspondence or email; and (f) Be sent to the address identified in the table below.
- *Complaints & Protests:* All complaints and protests must (a) State all facts and arguments on which the complaining or protesting bidder is relying as the basis for its action; and (b) Include any relevant documentation or other supporting evidence.

Format to submit a Complaint, Debrief, or Protest

Complaint Email

To: Send to the Procurement Coordinator listed in this RFP.

Subject line must include "Complaint"

Debrief Conference Email

To: Send to the Procurement Coordinator listed in this RFP.

Subject line must include "Debrief"

Protest Email

To: Send to the procurement coordinator listed in this RFP.

Subject line must include "Protest"

DOING BUSINESS WITH THE STATE OF WASHINGTON**Washington's Public Records Disclosure Act**

All documents submitted by bidders to The Washington Military Department as part of this procurement will become public records. Such records are subject to public disclosure unless specifically exempt under [RCW chap. 42.56](#). The Washington Military Department strongly discourages submittal of confidential material – i.e. any portion of your submittal clearly marked “Confidential,” “Proprietary,” or “Trade Secret” (or the equivalent). In the event The Washington Military Department receives a public records request, for such documents, WMD will notify such bidder of the date of disclosure and it is that bidder's responsibility to take legal action to block disclosure if it chooses to do so. The Washington Military Department will not withhold or redact your documents without a court order requiring such action.

Economic Goals

In support of the state's economic goals, although not an award factor (unless otherwise specified herein), bidders are encouraged to consider the following in responding to this RFP:

- Support for a diverse supplier pool, including small, veteran-owned, minority-owned and women-owned business enterprises. The Washington Military Department has established for this RFP voluntary numerical goals of:
 - 10 percent women-owned businesses (WBE);
 - 6 percent minority-owned businesses (MBE);
 - 5 percent small businesses (SB);
 - 5 percent veteran-owned businesses (VB).

Achievement of these goals is encouraged whether directly or through subcontractors. Bidders may contact the [Office of Minority and Women's Business Enterprises](#) for information on certified firms or to become certified.

- The Washington Military Department is directed, by the Washington State Legislature, to “develop procurement policies, procedures, and materials that encourage and facilitate state agency purchase of goods and services from Washington small businesses.” See RCW 39.26.005.
- Veterans and U.S. active duty, reserve or National Guard service-members are eligible for the registry. The veteran or service-member must control and own at least 51 percent of the business and the business must be legally operating in the State of Washington. Control means the authority or ability to direct, regulate or influence day-to-day operations.

Environmental Goals

In support of the state's environmental goals, although not an award factor (unless otherwise specified herein), bidders are encouraged to consider the following in responding to this RFP:

- Use of environmentally preferable goods and services, including post-consumer waste and recycled content.
- Products made or grown in Washington.

Resources

- Register for free for solicitation notices at the Washington Electronic Business Solution (WEBS) www.des.wa.gov/services/ContractingPurchasing/Business/Pages/WEBSRegistration.aspx
- If you qualify as a Washington small business, identify yourself in WEBS. Call WEBS Customer Service at 360-902-7400.
- Contact the Washington State Office of Minority and Women's Business Enterprises about state and federal certification programs at Phone 866-208-1064 or www.omwbe.wa.gov
- Contact the Washington State Department of Veterans' Affairs about certification at (360) 725-2169 or www.dva.wa.gov.
- Servando Patlan, Business Diversity and Outreach Manager at the Washington State Department of Enterprise Services: (360) 407-9390 or servando.patlan@des.wa.gov

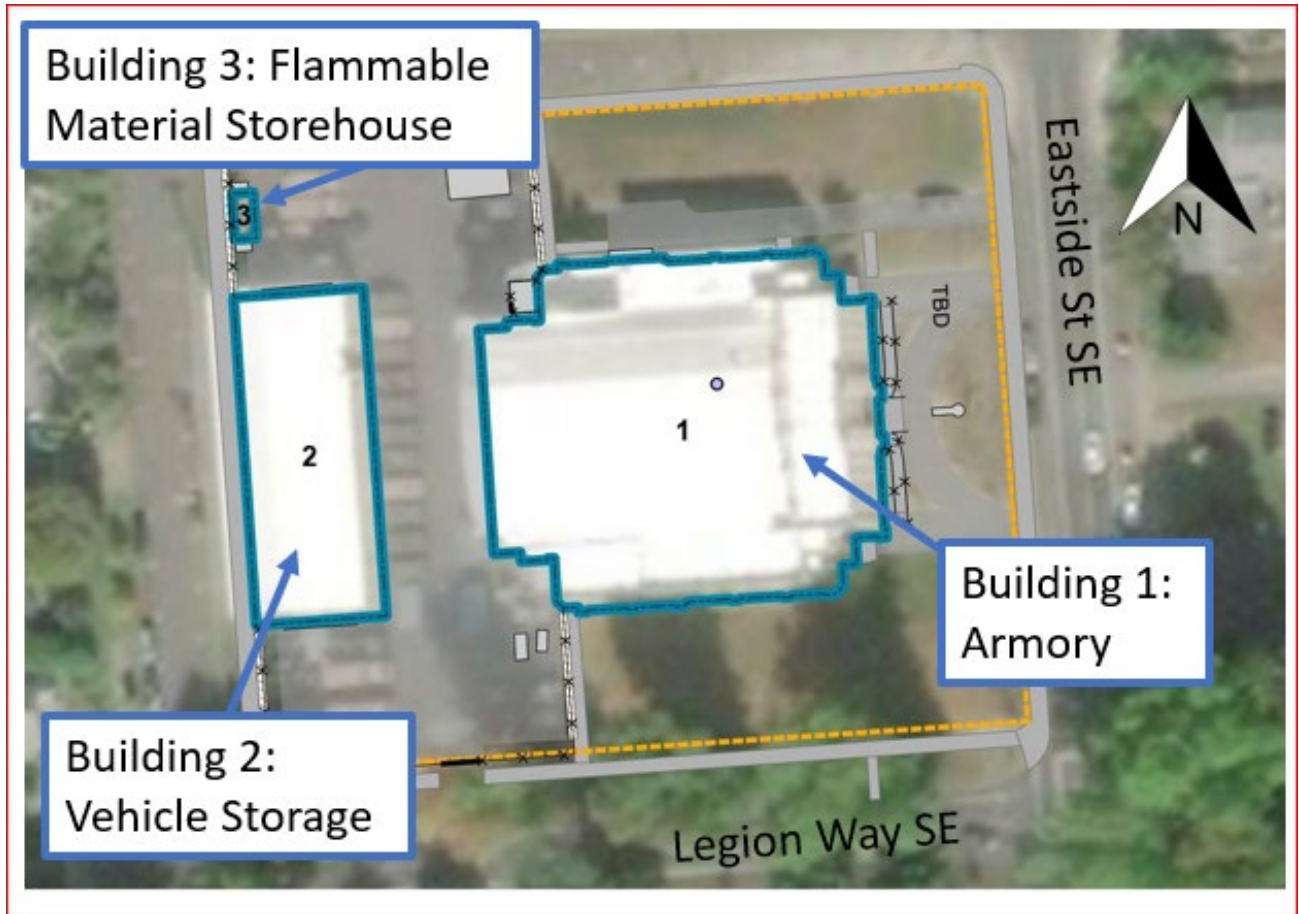


Figure 1: Olympia Washington National Guard Armory Installation, located at 515 Eastside St SE, Olympia, WA 98501.

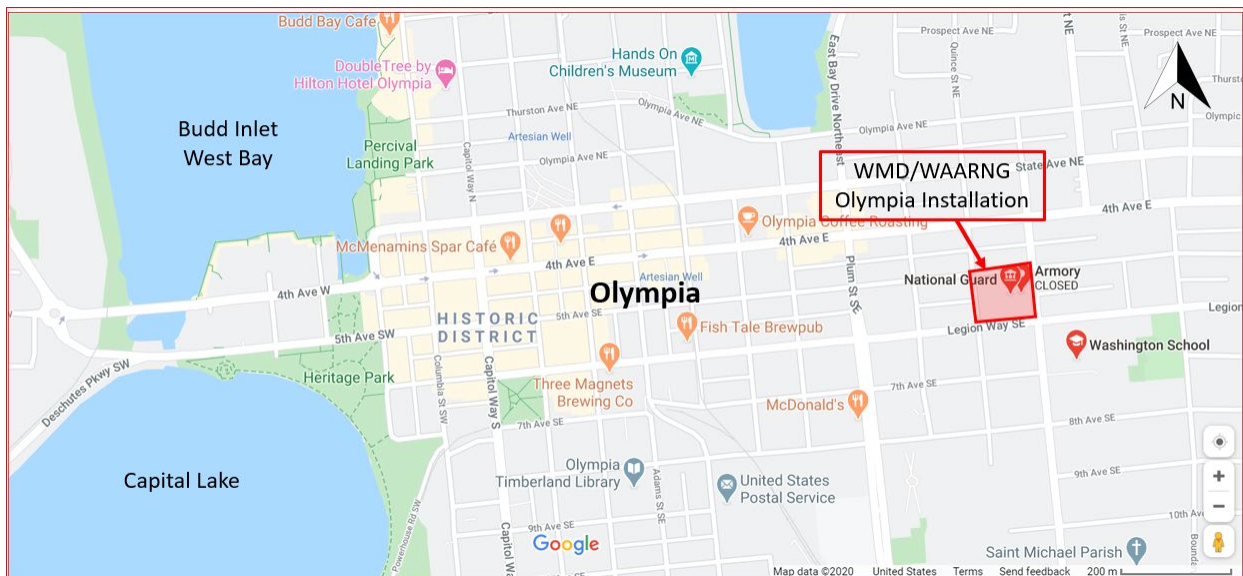


Figure 2: Olympia installation, located East of the City of Olympia Historic District