



**GOODS AND SERVICES CONTRACT
COOPERATIVE PURCHASING**

TITLE: Cultural Resources Services

WDFW NUMBER:

CONTRACTOR:

CONTRACT PERIOD: 01/01/2020 to 12/31/2023

TYPE: Payable / Goods and Services / Goods and Services

CONTRACT VALUE: \$250,000.00

A. PARTIES TO THIS CONTRACT

This cooperative purchasing contract is entered into between the Washington State Department of Fish and Wildlife (WDFW), PO Box 43135, Olympia, WA 98504-3135; and _____, City, State Zip (CONTRACTOR); and shall be binding upon the agents and all persons acting by or through the parties.

In addition to WDFW, the Recreation and Conservation Office (RCO) may utilize the CONTRACTOR in accordance with the terms of this contract. The state agency issuing a Notice to Proceed (NTP) under this contract (either WDFW or RCO) is hereinafter referred to as AGENCY OF HIRE.

B. PURPOSE OF CONTRACT

This contract sets out the terms and conditions by which the CONTRACTOR shall provide goods and/or services to the AGENCY OF HIRE.

C. DESCRIPTION OF PROJECT

The Contractor shall perform the project as described in Attachments, which are incorporated herein by this reference:

- Attachment A - General Terms and Conditions
- Attachment B - Contract / Project Summary
- Attachment C - Statement of Work
- Attachment D - RFQQ. _____
- Attachment E - Contractors Proposal

D. PERIOD OF PERFORMANCE

The performance period under this contract shall commence on 01/01/2020 and terminate on 12/31/2023. This contract may be terminated, or the performance period extended pursuant to terms set forth in Attachment A.

E. COMPENSATION / PAYMENT

The CONTRACTOR will be reimbursed according to separate NTP issued by the AGENCY OF HIRE in response to the CONTRACTOR's proposals for specific projects. The AGENCY OF HIRE will negotiate specific work with the CONTRACTOR on an as-needed basis; there is no guarantee of work under this contract. The total dollars provided by WDFW for work under this contract shall not exceed \$250,000.00. CONTRACTOR will only invoice the AGENCY OF HIRE for eligible reimbursement activities that are in direct support of the project deliverables identified in a specific NTP. Any additional services provided by the CONTRACTOR must have prior written approval of WDFW.

Invoices shall be submitted to the AGENCY FOR HIRE Project Manager designated in each NTP.

Each NTP will have an assigned project specific contract number and list the AGENCY FOR HIRE Project Manager and contact information for submitting invoices. Compensation for services rendered shall be payable upon receipt of properly completed invoices that must include the contract number assigned to the NTP and any deliverables that have been specified as required with the invoice by the NTP. The rates shall be in accordance with those agreed to and in accordance to the Attachment E (Contractor's Proposal).

Projects are not considered completed until all project-specific deliverables have been examined and approved by the designated AGENCY FOR HIRE Project Manager. Upon completion of project-specific deliverables identified in the NTP, the CONTRACTOR will invoice the AGENCY OF HIRE.

Payment shall be considered timely if made by the AGENCY OF HIRE within 30 days after receipt of properly completed invoices. Payment shall be sent to the address designated by the CONTRACTOR. WDFW may, in its sole discretion, terminate the contract or withhold payments claimed by the CONTRACTOR for the services rendered if the CONTRACTOR fails to satisfactorily comply with any term or conditions of this contract.

WDFW may, in its sole discretion, terminate this contract if the CONTRACTOR fails to satisfactorily comply with any term or conditions of this Contract. The AGENCY FOR HIRE may, in its sole discretion, withhold payments claimed by the CONTRACTOR for services rendered if the CONTRACTOR fails to satisfactorily comply with any term or conditions an NTP.

F. RIGHTS AND OBLIGATIONS

All rights and obligations of the parties of this contract are subject to this contract, including the Attachments, which are incorporated herein by this reference. By signing this contract, the CONTRACTOR acknowledges that they have read, fully understand, and agree to be bound by all terms and conditions set forth in this contract.

G. COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND WDFW POLICIES

The CONTRACTOR shall comply with, all applicable state, federal, and local laws and regulations, while performing under this contract

H. ORDER OF PRECEDENCE

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:

1. Applicable Federal and State of Washington statutes and regulations.
2. Attachment "C" - Statement of Work
3. The NTP specific to the project
4. Attachment "A" - General Terms and Conditions.
5. RFQQ _____
6. Any other provision, term or material incorporated herein by reference or otherwise incorporated.

CONTRACT REPRESENTATIVES

The following representatives for each of the parties shall be the contact people for all communications regarding the performance of this contract. All written communications regarding this contract shall be sent to the designated representatives at the addresses below unless notified in writing of any change.

Contractor's Representative

Name
Address
City, STATE zip
Phone
Email

WDFW's Representative

Name
Address
City, STATE zip
Phone
Email

I. ENTIRE CONTRACT

This contract, along with all attachments and exhibits, constitutes the entire agreement of the parties. No other understandings, verbal or otherwise, regarding this contract shall exist or bind any of the parties. Each NTP under this contract shall be in accordance to this contract.

J. APPROVAL

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

IN WITNESS WHERE, WDFW and the Contractor have signed this contract.

Company Name

WASHINGTON DEPARTMENT OF FISH AND WILDLIFE

Signature and Date

Signature and Date

Printed Name and Title

Printed Name and Title

**CRS MASTER CONTRACT - ATTACHMENT A
GENERAL TERMS AND CONDITIONS
SERVICES CONTRACT**

DEFINITIONS

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

- A. **"AGENCY"** or **"WDFW"** shall mean the **Department of Fish and Wildlife** of the State of Washington, any division, section, office, unit or other entity of the AGENCY, or any of the officers or other officials lawfully representing that AGENCY.
- B. **"AGENCY OF HIRE"** shall mean the state agency requesting a proposal and issuing the Notice to Proceed; either WDFW or the Recreation and Conservation Office.
- C. **"AGENT"** shall mean the AGENCY's Director, and/or the delegate authorized in writing to act on the Director's behalf.
- D. **"CLAIM"** shall mean any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom.
- E. **"CONTRACTOR"** shall mean that firm, provider, organization, individual or other entity performing service(s) under this contract and shall include all employees of the CONTRACTOR.
- F. **"DAHP"** shall mean the Department of Archaeology and Historic Preservation of the State of Washington.
- G. **"DESIGNATED CULTURAL RESOURCES STAFF REPRESENTATIVE"** shall mean those AGENCY OF HIRE's Cultural Resources personnel who have signature authority to approve Archaeological Site Inventories, Historic Property Inventories, and other Cultural Resources Survey documents.
- H. **"MATERIALS"** shall mean all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions.
- I. **"NOTICE TO PROCEED"** or **"NTP"** shall mean a letter issued by the AGENCY OF HIRE in response to the CONTRACTOR's proposals for specific projects that gives the CONTRACTOR authority to begin work, and any terms and conditions specific to a single project.
- J. **"OWNERSHIP"** shall mean the state or fact of exclusive rights and control over property, which may be an object, land or real estate, or intellectual property. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.
- K. **"PROJECT MANAGER"** shall mean the AGENCY OF HIRE's employee managing the individual project requiring cultural resources services and the requirements and or deliverable listed in each Notice to Proceed.

- L. **“PUBLISH/PUBLISHING”** shall mean the act of making something public. Publishing, presenting, or otherwise disseminating the results of research under this contract requires the written permission of the AGENCY OF HIRE. Publishing includes posting photos, images, and the like on social media.
- M. **“RCO”** shall mean the Recreation and Conservation Office of the State of Washington, any division, section, office, unit or other entity of that agency, or any of the officers or other officials lawfully representing that agency.
- N. **“SOCIAL MEDIA”** shall mean internet applications for blogging, micro blogging, media sharing and/or social networking. Social media includes micro-blogs such as Twitter, social networks such as Facebook, video sharing such as YouTube, audio sharing such as podcasts, photo sharing such as Flickr and social bookmarking such as Dig.
- O. **“SUBCONTRACTOR”** shall mean one not in the employment of the CONTRACTOR, who is performing all or part of those services under this contract under a separate contract with the CONTRACTOR. The terms "SUBCONTRACTOR" and "SUBCONTRACTORS" means SUBCONTRACTOR(s) in any tier.

ACCESS TO DATA

In compliance with RCW 39.26.180, the CONTRACTOR shall provide access to data generated under this contract to AGENCY, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the CONTRACTOR'S reports, including computer models and methodology for those models.

ADVANCE PAYMENTS PROHIBITED

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

AMENDMENTS

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

AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The CONTRACTOR must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

ASSIGNMENT

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

ATTORNEYS' FEES

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

CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

The CONTRACTOR shall not use or disclose any information concerning the AGENCY OF HIRE, information related to the contract, or information that may be classified as confidential, for any purpose not directly

connected with the administration of this contract, except with prior written consent of the AGENCY OF HIRE for a specific NTP, or as may be required by law.

The CONTRACTOR shall not post any photographs, illustrations, or similar information related to this contract on any social media platform without the written permission of the DESIGNATED CULTURAL RESOURCES STAFF REPRESENTATIVE for the AGENCY OF HIRE for each NTP. The CONTRACTOR will not be granted permission to post the following on social media:

1. Imagery or locational information related to archaeological sites, cemeteries, or traditionally protected spaces;
2. Isolated artifacts or features; *and*
3. Artifacts and features associated with archaeological sites.

CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONTRACTOR terminate this contract if it is found after due notice and examination by the AGENT that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONTRACTOR in the procurement of, or performance under this contract. In the event this contract is terminated as provided above, the AGENCY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of the contract by the CONTRACTOR. The rights and remedies of the AGENCY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the AGENT makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

COPYRIGHT PROVISIONS

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

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

The CONTRACTOR shall exert all reasonable effort to advise the AGENCY OF HIRE, at the time of delivery of materials furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document that was not produced in the performance of this contract.

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

COVENANT AGAINST CONTINGENT FEES

The CONTRACTOR warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the CONTRACTOR for securing business. The AGENCY OF HIRE shall have the right, in the event of breach of this clause by the CONTRACTOR, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

DISALLOWED COSTS

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

DISPUTES

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

The request for a dispute hearing must:

- Be in writing;
- State the disputed issue(s);
- State the relative positions of the parties;
- State the CONTRACTOR'S name, address, and contract number; *and*
- Be mailed to the AGENT and the other party's (respondent's) contract manager within three working calendar days after the parties agree that they cannot resolve the dispute.

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

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

DUPLICATE PAYMENT

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

FILING REQUIREMENT

The provisions of Chapter 39.26 RCW may require the AGENCY to file this contract as a sole source contract with Department of Enterprise Services (DES) for approval. If so filed, the effective date of this contract is upon DES approval of the contract, the tenth (10th) working day after it is filed with DES, or as agreed between the parties, whichever is later.

FINAL INVOICE

The CONTRACTOR shall submit the final invoice not later than 60 calendar days from the end of the contract period.

GOVERNING LAW

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

INDEMNIFICATION

To the fullest extent permitted by law, the CONTRACTOR shall indemnify, defend, and hold harmless the State of Washington, agencies of the State of Washington, and all officials, agents and employees of the State of Washington, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim," as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom. The CONTRACTOR'S obligations to indemnify, defend, and hold harmless includes any claim by the CONTRACTORS' agents, employees, representatives, or any subcontractor or its employees. The CONTRACTOR expressly agrees to indemnify, defend, and hold harmless the State of Washington for any claim arising out of or incident to the CONTRACTOR'S or any subcontractor's performance or failure to perform the contract. The CONTRACTOR'S obligation to indemnify, defend, and hold harmless the State of Washington shall not be eliminated or reduced by any actual or alleged concurrent negligence of State of Washington or its agents, agencies, employees and officials. The CONTRACTOR waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the State of Washington and its agencies, officials, agents or employees.

INDEPENDENT CAPACITY OF THE CONTRACTOR

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

INDUSTRIAL INSURANCE COVERAGE

The CONTRACTOR shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the CONTRACTOR fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, the AGENCY OF HIRE may collect from the CONTRACTOR the full amount payable to the Industrial Insurance accident fund. The AGENCY may deduct the amount owed by the CONTRACTOR to the accident fund from the amount payable to the CONTRACTOR by the AGENCY under this contract and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the CONTRACTOR.

INSURANCE

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

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

1. Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence. Additionally, the CONTRACTOR is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.
2. Automobile Liability. In the event that services delivered pursuant to this contract involve the use of vehicles, either owned or unowned by the CONTRACTOR, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.
3. Marine Insurance. If the CONTRACTOR will be using a vessel or boat in the performance of this contract, the CONTRACTOR shall maintain a Commercial Marine Protection and Indemnity (P&I) Policy with P&I limit of not less than \$1,000,000 per occurrence and with a deductible not to exceed \$25,000 (to include diving operations if diving is a part of the contracted service for any liability which includes coverage for injury to the crew and passengers).
4. Professional Liability Insurance: Professional liability insurance is required if services delivered pursuant to this contract, either directly or indirectly, involve or require providing professional services. Such coverage shall cover injury or loss resulting from Contractors' rendering or failing to render professional services. Contractor shall maintain minimum limits no less than \$1,000,000 per incident, loss, or person, as applicable. If defense costs are paid within the limit of liability, Contractor shall maintain limits of \$2,000,000 per incident, loss, or person, as applicable. If the policy contains a general aggregate or policy limit, it shall be at least two times the incident, loss or person limit.
5. The insurance required shall be issued by an insurance company/ies authorized to do business within the State of Washington, and shall name the State of Washington, its agents and employees as additional insureds under the insurance policy/ies. All policies shall be primary to any other valid and collectable insurance. CONTRACTOR shall instruct the insurers to give the AGENCY thirty (30) calendar days advance notice of any insurance cancellation.

The CONTRACTOR shall submit to the AGENCY within fifteen (15) calendar days of the contract effective date, a certificate of insurance that outlines the coverage and limits defined in this section. The CONTRACTOR shall submit renewal certificates as appropriate during the term of the contract; the failure of the AGENCY to enforce this term in no way reduces the CONTRACTOR's responsibilities under this section.

LICENSING, ACCREDITATION AND REGISTRATION

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

LIMITATION OF AUTHORITY

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

MINORITY, WOMEN AND VETERAN-OWNED BUSINESSES

The AGENCY encourages participation by minority and women-owned business enterprises certified by Office of Minority and Women’s Business Enterprises (OMWBE); and veteran-owned businesses certified by the Department of Veteran’s Affairs (DVA) If any part of this contract is subcontracted to an OMWBE or DVA-certified firm the CONTRACTOR shall submit a statement of participation indicating what OMWBE- or DVA-certified firm was used and the dollar amount of their subcontracts.

NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

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

NONDISCRIMINATION

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

PREVAILING WAGE

If work performed by CONTRACTOR employees is subject to Chapter 39.12 of the Revised Code of Washington (RCW), the CONTRACTOR shall pay the prevailing rate of wages to all CONTRACTOR workers, laborers or mechanics in the performance of any part of the work described in the contract in accordance with state law and Department of Labor and Industries rules and regulations. The CONTRACTOR shall comply with the filing requirements required by this statute, including Statement of Intent to Pay Prevailing Wage, and Affidavit of Wages Paid.

PRIVACY

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

PUBLICITY

The CONTRACTOR agrees to submit to the AGENCY all advertising and publicity matters relating to this contract wherein the AGENCY’S or AGENCY OF HIRE’s name is mentioned, or language used from which the connection of the AGENCY’S name may, in the AGENCY’S judgment, be inferred or implied. The CONTRACTOR agrees not to publish or use such advertising and publicity matters without the prior written consent of the AGENCY OF HIRE. Publishing includes posting images and illustrations on social media.

RECORDS MAINTENANCE

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

the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by the AGENCY, personnel duly authorized by the AGENCY, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. If any litigation, claim or audit is started before the expiration of the six-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

REGISTRATION WITH DEPARTMENT OF REVENUE

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

RIGHT OF INSPECTION

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

SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the AGENCY may terminate the contract under the "Termination for Convenience" clause, without the ten-day notice requirement, subject to renegotiation at the AGENCY's discretion under those new funding limitations and conditions.

SEVERABILITY

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

SITE SECURITY

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

STATEWIDE VENDOR PAYMENT REGISTRATION

The CONTRACTOR is required to be registered in the Statewide Vendor Payment System prior to submitting a request for payment under this contract. The Washington State Office of Financial Management OFM maintains the Statewide Vendor Payment System; to obtain registration materials contact the Statewide Payee Desk at (360) 407-8180; or go to: <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>.

SUBCONTRACTING

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

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

TAXES

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

TERMINATION FOR CAUSE

In the event the AGENCY determines the CONTRACTOR has failed to comply with the conditions of this contract in a timely manner, the AGENCY has the right to suspend or terminate this contract. Before suspending or terminating the contract, the AGENCY shall notify the CONTRACTOR in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

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

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

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

TERMINATION FOR CONVENIENCE

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

TERMINATION PROCEDURES

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

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

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

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

1. Stop work under the contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
3. Assign to the AGENCY, in the manner, at the times, and to the extent directed by the AGENT, all of the rights, title, and interest of the CONTRACTOR under the orders and subcontracts so terminated, in which case the AGENCY has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the AGENT to the extent AGENT may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to the AGENCY and deliver in the manner, at the times, and to the extent directed by the AGENT any property which, if the contract had been completed, would have been required to be furnished to the AGENCY;
6. Complete performance of such part of the work as shall not have been terminated by the AGENT; and
7. Take such action as may be necessary, or as the AGENT may direct, for the protection and preservation of the property related to this contract, which is in the possession of the CONTRACTOR and in which the AGENCY has or may acquire an interest.

TREATMENT OF ASSETS

1. Title to all property furnished by the AGENCY shall remain in the AGENCY. Title to all property furnished by the CONTRACTOR, for the cost of which the CONTRACTOR is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the AGENCY upon delivery of such property by the CONTRACTOR. Title to other property, the cost of which is reimbursable to the CONTRACTOR under this contract, shall pass to and vest in the AGENCY upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the AGENCY in whole or in part, whichever first occurs.
2. Any property of the AGENCY furnished to the CONTRACTOR shall, unless otherwise provided herein or approved by the AGENCY, be used only for the performance of this contract.
3. The CONTRACTOR shall be responsible for any loss or damage to property of the AGENCY 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.
4. If any AGENCY property is lost, destroyed or damaged, the CONTRACTOR shall immediately notify the AGENCY and shall take all reasonable steps to protect the property from further damage.
5. The CONTRACTOR shall surrender to the AGENCY all property of the AGENCY prior to settlement upon completion, termination or cancellation of this contract
6. All reference to the CONTRACTOR under this clause shall also include CONTRACTOR'S employees, agents or SUBCONTRACTORS.

WAGE LAWS COMPLIANCE

By signing this contract the CONTRACTOR warrants that the CONTRACTOR has NOT been determined

by a final and binding citation and notice of assessment issued by the Washington 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 RCW chapters 49.46, 49.48, or 49.52 within three (3) years prior to the start date of this contract. The CONTRACTOR further warrants that it will remain in compliance with these requirements during the performance period of this contract. The CONTRACTOR will immediately notify the AGENCY of any finding of a willful violation entered by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction entered during the performance period of this contract.

WAIVER

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

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL 5/15/2017

**ATTACHMENT B
CONTRACT/PROJECT SUMMARY**

TITLE:	WDFW CONTRACT No:
PERIOD: 01/01/2020 to 12/31/2023 CONTRACTOR: CONTRACTOR CONTACT: CONTRACT TYPE: Payable/Goods Services/Goods and Services	WDFW MANAGER:
<p>SUMMARY CONTRACT DESCRIPTION: The purpose of this master cooperative purchasing contract for Cultural Resource Services is to provide as needed, Cultural Resource Review services that may be requested in accordance with current Cultural Resource Professional Standards and Practices. and the most recent DAHP Cultural Resources Reporting Standards.</p> <p>Under this contract, the AGENCY OF HIRE may issue a Notice to Proceed (NTP) for individual projects based on the Request for Fee sent to, and the Fee Response received from, the Contractor for a project.</p>	

ATTACHMENT C STATEMENT OF WORK

1. INTRODUCTION

WDFW and RCO conduct various management actions which may require a project review to determine what effects or impact there may be on cultural resources. In anticipation of various management actions that may require Cultural Resources Services under federal, state, tribal, and/or local cultural resources regulation the AGENCY has entered into this contract with the CONTRACTOR to conduct these services on an as needed basis.

For projects requiring a Cultural Resources Survey the CONTRACTOR may receive a Request for Fee that details the work to be performed for a specific project; and be requested to reply with a Fee Response Letter to the AGENCY OF HIRE. If the CONTRACTOR'S Fee Response Letter is accepted, the AGENCY OF HIRE will issue an NTP for the specific project before starting work. The NTP will document and inform the CONTRACTOR of the the period of performance for each project, the location, any special requirements and the, locations. The Request for Fee and Fee Response Letter for the project will be attached to the NTP.

If there is a change in an NTP, a Change Order will be sent to the CONTRACTOR by the AGENCY OF HIRE and must be received by the Contractor prior to performing any additional services identified in the Change Order. If the AGENCY OF HIRE determines it necessary for the Contractor to stop work, a Stop Work Order will be issued to the CONTRACTOR by the AGENCY OF HIRE. The AGENCY OF HIRE will be responsible for reimbursing the CONTRACTOR for all costs incurred up to the date of the Stop Work Order.

2. PROFESSIONAL QUALIFICATIONS

- a. General Standards. The CONTRACTOR will perform all Cultural Resource Services in accordance with current professional practices and requires that Cultural Resources Services carried out under this contract must be conducted by or under the direct supervision of CONTRACTOR staff meeting the qualifications contained in the *U.S. Secretary of the Interior's Professional Qualifications Standards* contained in Title 36, Part 61 of the Code of Federal Regulations (CFR) with the following additional requirements:
 - 1) All activities regarding, or having the potential to affect, historic buildings and structural elements must be carried out by, or under the direct supervision of, a person or persons meeting the *U.S. Secretary of the Interior's "Professional Qualifications – Standards for Historic Architecture", "Standards for Historic Landscape Architecture,"* or "Standards for Architectural Historian" (proposed revised Standards, 62 CFR 33708, June 20, 1997) with at least five years' experience in projects involving historic buildings and structures in the Pacific Northwest, *and* a demonstrated familiarity with Pacific Northwest themes.
 - 2) All activities regarding, or having the potential to affect, precontact archaeological resources must be carried out by, or under the direct supervision of, a person or persons meeting at a minimum the *U.S. Secretary of the Interior's "Professional*

Qualifications – Standards for Archeology” (36 CFR Part 61) with at least five years full-time professional experience or equivalent specialized training in the study of archeological resources of the precontact period and/or historic period, with demonstrable research, administration, or management experience with resources reflecting precontact themes related to the land-use history of the Pacific Northwest in the State of Washington.

- 3) All activities regarding, or having the potential to affect, historic archaeological resources must be carried out by, or under the direct supervision of, a person or persons meeting at a minimum the *U.S. Secretary of the Interior’s* “Professional Qualifications – Standards for Archeology” (36 CFR Part 61) with at least five years full-time professional experience or equivalent specialized training in the study of historic or industrial archeological resources, with demonstrable research, administration, or management experience with resources reflecting historic themes related to the land-use history of the Pacific Northwest in the State of Washington.
- b. Supervisory Standards. The CONTRACTOR’S Project Archaeologist, Field Crew Chief, or in a similar supervisory position on any given project affecting or having the potential to affect archaeological or cultural resources must be able to demonstrate:
- 1) Successful completion of Washington State Archaeological Site Inventory forms, Washington State Archaeological Excavation and Alteration Permits, federal Archaeological Investigation Permits, and National Historic Register nomination forms;
 - 2) Experience conducting Archaeological Site Damage Assessments and Condition Reports, Cultural Resource/Historic Property Management Plans, and Multiple Property Nominations;
 - 3) Experience conducting Archaeological Site Damage Assessments and Condition Reports of precontact sites in Washington State;
 - 4) Demonstrable experience working successfully with Native American Tribes having an interest in the cultural resources of Washington State; and
 - 5) Successful completion of Washington State Historic Property Inventory forms, and National Historic Register nomination forms;

Exceptions to these qualifications may only be made by the AGENCY OF HIRE’S DESIGNATED CULTURAL RESOURCES STAFF REPRESENTATIVE and must be made in writing prior the initiation of fieldwork. The CONTRACTOR may not accept verbal change orders or change orders that have not been approved by the AGENCY OF HIRE.

3. ASSIGNMENT OF WORK

The AGENCY OF HIRE will issue the following; and the CONTRACTOR shall expect the required documentation before beginning or acting on any project:

- a. Request for Fee. The AGENCY OF HIRE will send a written Request for Fee to the CONTRACTOR that contains a scope of work for an individual project. The Request for Fee, which shall include specific points-of-contact for the project, any project constraints, a map of the proposed project, the project timeline, a list of expected deliverables, and a description of any specialized skills needed to complete the deliverables, if appropriate.

- b. Fee Response Letter. The CONTRACTOR shall provide a written response to the AGENCY OF HIRE's Request for Fee. The Fee Response Letter shall include the CONTRACTOR'S estimated quote for the work to be done in accordance with the rates provided in CONTRACTOR'S proposal (Attachment E), the CONTRACTOR'S availability to perform the work in the time requested, and a summary of the qualifications of the CONTRACTOR'S employees, subcontractors or agents to complete the deliverables.
- c. Notice to Proceed (NTP). A written NTP will be sent and shall be received by the CONTRACTOR before any work shall begin on an individual project. The NTP will contain as attachments the Request for Fee, the Fee Response Letter, and a final deliverables timeline if not identified in the NTP itself.

WDFW will require the CONTRACTOR to also hold a Cultural Resources Field Research Permit and a Right of Entry Permit issued by WDFW prior to beginning field work. If the CONTRACTOR has not received these documents the CONTRACTOR should notify the AGENCY Project Manager issuing the NTP.

Each NTP is governed by and must be performed by the CONTRACTOR in accordance with all the terms of this contract. Any proposed subcontractors must be pre-approved by the AGENCY prior to performing any work under this contract..

- c. Change Order. If there is a change in the scope of the work for an individual project, the Contractor shall receive a written Change Order with the agreed-upon modification of the terms of the individual project's Scope of Work.
- d. Stop Work Order. If the AGENCY OF HIRE determines there is a need to stop all work, a Stop Work Order will be issued to the Contractor. The Stop Work Order shall state the facts supporting the stoppage and the specific activities being stopped. The Stop Work Order is effective upon issuance unless otherwise stated in the order.

The AGENCY OF HIRE may terminate the NTP after a Stop Work Order has been issued. Upon termination of an NTP, in addition to any other rights provided in this contract, the CONTRACTOR may be required to deliver to the AGENCY OF HIRE any property specifically produced or acquired during the course of their work on the individual project. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The AGENCY shall pay to the CONTRACTOR the agreed upon price, if separately stated, for completed work and services accepted by the AGENCY for an amount agreed upon by the CONTRACTOR and the AGENCY for:

- 1) Completed work and services for which no separate price is stated;
- 2) Partially completed work and services;
- 3) Other property or services that are accepted by the AGENCY; and
- 4) The protection and preservation of property.

4. FIELD RESEARCH PERMIT

In accordance with RCW 27.53.080, WDFW requires a the CONTRACTOR and its employees and/or subcontractors to hold a WDFW issued Cultural Resources Field Research Permit to conduct field research on WDFW-owned and managed lands. The Cultural Resources Field Research Permit does not supplant or negate other state or federal permit requirements. Cultural Resources Field Research Permits may be issued or revoked by the WDFW Lands Archaeologists.

The CONTRACTOR will be issued a annual Cultural Resources Field Research Permit by WDFW for the duration of this contract and any subsequent extensions. The Cultural Resources Field Research Permit is granted to the CONTRACTOR and their employees and approved subcontractors as listed on the Cultural Resources Field Research Permit. A copy of the Cultural Resources Field Research Permit must be in the CONTRACTOR'S employees or subcontractors' possession while working on WDFW-owned or managed lands.

Failure by the CONTRACTOR to adhere to the conditions of the Cultural Resources Field Research Permit may result in revocation of the this permit; and suspension and/or termination of this contract. Reinstatement will be reviewed on a case-by-case by WDFW and will require, at minimum, reconciliation of the original Cultural Resources Field Research Permit conditions.

5. RIGHT OF ENTRY PERMIT

In accordance with RCW 77.12.210, WDFW must grant to the CONTRACTOR a Right of Entry Permit to enter WDFW-owned or managed lands along existing roads. This Right of Entry Permit is issued specific to individual NTPs and projects. CONTRACTOR employees and subcontractors must individually apply for and receive a Right of Entry Permit specific to the NTP before initiating fieldwork on WDFW-owned or managed lands. The Right of Entry Permit must be in the CONTRACTORS' possession while working on WDFW-owned or managed lands.

WDFW may temporarily suspend or terminate the Right of Entry Permit in an emergency; for the CONTRACTOR'S failure to comply with any of the terms and conditions of the Right of Entry Permit; or when WDFW is required to do so by another governmental authority. Reinstatement after Right of Entry Permit revocation for failure of the CONTRACTOR to comply with the terms and conditions of the permit will be reviewed on a case-by-case by WDFW.

6. WORK STANDARDS

The Contractor will conduct field investigations in a manner consistent with Washington Senate Bill 5282 amending RCW 27.53.030, and will include inspection techniques to identify both surface and subsurface archaeological resources. The Contractor will complete field work in accordance with the following terms. The CONTRACTOR'S Principal Investigator may make adjustments to the following terms as informed by the results of background review and field conditions; however, the proposed changes shall be discussed with the AGENCY OF HIRE'S DESIGNATED CULTURAL RESOURCES STAFF REPRESENTATIVE prior to implementation. All agreed-upon modifications shall be formalized in a Change Order.

- a. Identification of Human Remains. Upon identification of human remains during survey, the CONTRACTOR must immediately contact the AGENCY OF HIRE'S Project Manager listed on the NTP for that project. The AGENCY OF HIRE will implement the AGENCY OF HIRE's Inadvertent Discovery Plan.

- b. Identification of Cultural Resources. Upon identification of cultural resources during survey, the CONTRACTOR must contact the AGENCY OF HIRE'S CULTURAL RESOURCES STAFF REPRESENTATIVE and Project Manager listed on the project NTP via phone AND email; and provide a brief summary of the resource identified and locational information.
- c. Archaeological Sites and Historic Property Inventory Forms. The CONTRACTOR shall furnish the AGENCY OF HIRE's CULTURAL RESOURCES STAFF REPRESENTATIVE and Project Manager with a review copy of any Washington State Archaeological Site Inventory and/or Historic Property Inventory Forms generated as the result of contracted services prior to submission of any inventory forms to the Washington State Department of Archaeology and Historic Preservation (DAHP); and prior to seeking assignment of a Smithsonian Trinomial from DAHP. The AGENCY OF HIRE will retain responsibility for 1) seeking the assignment of Smithsonian Trinomials and 2) distribution of Washington State Site Inventory forms in accordance with appropriate state or federal regulations, unless these duties are specifically assigned to the CONTRACTOR in the project NTP.
- d. Information Management. The CONTRACTOR shall not divulge and shall take all reasonable steps to ensure that no CONTRACTOR employee or subcontractor divulges any information concerning any deliverable(s) to any person other than a duly authorized representative of the AGENCY OF HIRE. The Contractor will document and maintain this permission according to the records retention requirements of this contract. The results of the Cultural Resources Services contract and associated records with site location information are not subject to public records disclosure as per RCW 27.53.70(1). Additionally, per Chapter 42.56.300 RCW, records, maps, or other information identifying the location of archaeological sites, historic sites, artifacts, or the locations of traditional religious, ceremonial, or social uses and activities of affected Indian tribes, are exempt from public disclosure. Additionally, any site form, report, specific fields, and tables relating to site form data within a database, or geographic information systems spatial layer obtained by any state agency or local government, or shared between any state agency, local government, or tribal government, is exempt from public disclosure if the material is related to an archaeological site as defined in Chapter 27.53.030 RCW, historic archaeological sites as defined in Chapter 27.53.030 RCW, and traditional cultural places. The CONTRACTOR will refer requestors of such information to the AGENCY OF HIRE.
- e. Reporting Standards. The CONTRACTOR shall prepare and be held responsible for the adequacy and soundness of all reports and that reports must meet the current DAHP standards and all conditions in the agreed-upon project scope as stated in the project's NTP. The performance of such services or acceptance of the tasks required by the NTP shall not relieve the CONTRACTOR'S obligation to correct any defective work subsequently discovered; and all incomplete, inaccurate or defective CONTRACTOR work shall be remedied by the CONTRACTOR on demand without further expense to the AGENCY OF HIRE. For each analysis, opinion, or conclusion related to contracted deliverable(s), the CONTRACTOR will:
 - 1) Be aware of, understand, and correctly employ those recognized research methods and techniques that are necessary to produce a credible scientific analysis, opinion, or conclusion;

- 2) Not commit an error of omission or commission that significantly affects an analysis, opinion, or conclusion;
 - 3) Not make a series of errors that, considered individually, may not significantly affect the result of an analysis, opinion, or conclusion but which, when considered in the aggregate, establish that professional Cultural Resources Services are being rendered in a careless or negligent manner; and
 - 4) Identify and consider the appropriate procedures and best practices required to perform the Cultural Resources Services.
 - 5) Each written or oral report of communication concerning the results of contracted Cultural Resources Services must contain sufficient information to enable the AGENCY OF HIRE to rely on the report or communication and to understand it properly, and must clearly and accurately disclose any extraordinary assumption or limiting condition that directly affects the analysis, opinion, or conclusion.
 - 6) In reporting the results of a contracted Cultural Resources Review, the CONTRACTOR must communicate each analysis, opinion and conclusion in a manner that is not misleading.
 - 7) Each written report or communication concerning the results of the contracted Cultural Resources Review must comply with the appropriate federal and state regulations; the current Washington State Standards for Cultural Resource Reporting; and the AGENCY OF HIRE's Cultural Resources policies and procedures.
- f. Review of Final Report. The CONTRACTOR shall furnish the AGENCY OF HIRE'S Project Manager listed on the NTP and CULTURAL RESOURCES STAFF REPRESENTATIVE with a pdf copy of the final Review Documents generated as a result of and in accordance with the individual project NTP. Each will include the final version of any Washington State Archaeological Site Inventory and/or Historic Property Inventory Form(s) submitted for review. The AGENCY OF HIRE will retain responsibility for distribution of the reports in accordance with appropriate state or federal regulations, unless these duties are specifically assigned to the CONTRACTOR in the project NTP.
- g. Final Deliverable Packet. Prior to final payment of each individual NTP the CONTRACTOR shall delivery of all final deliverables to the AGENCY OF HIRE Project Manager listed on each NTP and/or the CULTURAL RESOURCES STAFF REPRESENTATIVE on or before the due date as listed in the NTP. These documents may be submitted on a CD/DVD or provided via an approved secure file transfer protocol site, or by other method described in the NTP. The AGENCY OF HIRE'S PROJECT MANAGER and CULTURAL RESOURCES REPRESENTATIVE will review the deliverables and provide comments to the CONTRACTOR; the typical time frame for this review is 15 – 30 days.
- h. Rejected Deliverables. If a deliverable is not acceptable to the AGENCY OF HIRE, the AGENCY OF HIRE will, within 15 working days from receipt of deliverables, notify the CONTRACTOR in writing of the nature of defects in the deliverables and the date by which any proposed remedy shall be provided. The CONTRACTOR shall respond to this notice in writing within 15 working days specifying action to be taken so as to permit acceptance by the AGENCY OF HIRE.

- i. Penalties for Missed Deadlines. It is essential that review document(s) be delivered by the CONTRACTOR to the AGENCY FOR HIRE Project Manager listed on the NTP and the CULTURAL RESOURCES STAFF REPRESENTATIVE on or before the deadline date listed in the NTP. Unless prior arrangement has been made and recorded in a Change Order, failure of the CONTRACTOR to meet the deliverable(s) deadline(s) agreed upon on a project NTP may result in contract suspension or termination. The AGENCY OF HIRE may elect to withhold an amount of \$100 per day from the final payment for each calendar day between the due date of an assignment and the date that the review documents for the project is received by the AGENCY OF HIRE's CULTURAL RESOURCES STAFF REPRESENTATIVE and Project Manager.
- j. Project Completion. Projects are not considered complete until all project deliverables have been examined and approved by the AGENCY OF HIRE's CULTURAL RESOURCES STAFF REPRESENTATIVE and Project Manager.
- k. Annual Reporting Requirements. The Contractor will provide to WDFW a cumulative list of all projects completed under this contract on January 15 for the prior calendar year; and within 15 calendar days after the end of the contract period.

7. RATES AND TRAVEL COSTS.

Hourly Rates. The rates proposed by the CONTRACTOR in Attachment E will be in effect through December 31, 2020. The CONTRACTOR may propose new rates for the succeeding calendar year by submitting such rates to WDFW by November 30 of each year. WDFW may accept these rates or terminate the contract at WDFW's sole discretion.

- a. Travel costs. WDFW will reimburse the vendor for travel costs at current State of Washington government travel rates. Information on those rates is located at <https://www.ofm.wa.gov/sites/default/files/public/legacy/policy/10.90.htm>.

ATTACHMENT D - RFQQ.19-00038
ATTACHMENT E - CONTRACTORS PROPOSAL