



STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
OLYMPIA, WASHINGTON

REQUEST FOR PROPOSALS

RFP NO. 14-08

PROJECT TITLE:

Coordination and Development of Sector Analysis Reports to Support Marine Spatial Planning in Washington

PROPOSAL DUE DATE:

February 28, 2014 at 2:00PM

EXPECTED TIME PERIOD FOR CONTRACT: March 2014 – August 2015.

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

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NOTICE

Persons with disabilities may request this information be prepared and supplied in alternate forms by calling the RFP Coordinator listed in Section 2.1 of this RFP. Persons with hearing impairments may call 1-800-422-7941 (TTY relay service).

- C. Service Contract and General Terms & Conditions
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1. INTRODUCTION

The Washington State Department of Natural Resources hereafter called "DNR," is initiating this Request for Proposals (RFP) to solicit proposals from firms interested in providing coordination, research, and writing services to prepare sector analyses in support of marine spatial planning.

DNR will consider proposals that address all or a portion of the marine sectors described herein. However, if individual consultants are selected, DNR will request that they collaborate with the consultants working on other sectors.

1.1 BACKGROUND

Washington's Pacific Coast is affected by increasing pressures on the resources in this area, conflicts among uses, and proposed new uses. Additionally, multiple, overlapping jurisdictions and authorities create challenges for coordinated decision-making and proactive planning. Under [Chapter 43.372 RCW](#), the Marine Waters Planning and Management Act, the development of a Marine Spatial Plan (MSP) is intended to address these issues by providing a non-regulatory framework for coordinating information and decisions. This state law requires an interagency team of state natural resource agencies led by the Departments of Ecology and Natural Resources to coordinate the development of the MSP.

In 2013, [Chapter 43.143 RCW](#), the Ocean Resources Management Act, was amended to create the Washington Coastal Marine Advisory Council (Council) ([RCW 43.143.050](#)) in the Governor's office. The Council consists of 26 members, including 15 stakeholders appointed by the Governor, representatives from each of the coastal Marine Resources Committees, and representatives of state agencies and the Governor's office. This council has been directed to focus on providing input to the Governor on the development of the marine spatial plan and the projects that are funded to support the planning process.

The development of the marine spatial plan involves identifying the current and potential future activities for the coastal marine area (such as fishing, recreation, transportation, renewable energy, and aquaculture) and the priority areas for those activities, as well as cultural and aesthetic values. Developing a marine spatial plan requires both mapped data and contextual information about uses and coastal resources. More information on this planning process is available at www.msp.wa.gov. Sector analyses will provide more contextual information on major sectors such as fishing, aquaculture, tourism and recreation, shipping, and energy.

The purpose of the sector analyses will be to understand the requirements of each use and predict future uses and needs. This includes information such as the current status and trends of the use; its requirements; and major current and future issues, including potential conflicts, future needs, and the potential role of marine spatial planning to address these issues. The sector analyses will also help provide a basis for scoping the subsequent economic analysis in more detail by identifying key questions, data quality issues, and data gaps.

1.2 PURPOSE

The primary objective of this RFP is to seek assistance in the design and implementation of a process to help the state agencies, the Council, and stakeholders understand the trends and potential issues associated with particular sectors of human activity in the marine environment. The purpose is to develop technically-sound information that enables a deeper understanding of the marine spatial planning-related issues associated with different types of marine activity and development that are occurring, or likely to occur, in Washington coastal waters.

DNR is seeking qualified, neutral consultants with relevant expertise and background to develop a sector analysis for each of the following sectors:

- Fishing (nontribal)
- Aquaculture
- Recreation and tourism
- Shipping
- Marine renewable energy

The successful consultants will work closely with the staffs at the Departments of Ecology and Natural Resource, the leading agencies for the marine spatial planning efforts. The consultants will work with identified Council members and other experts on the specific sector to identify available data and information and review draft(s) of the sector analysis before finalizing the report. To develop the reports, consultants will analyze and synthesize existing publications and reports as well as incorporate knowledge from industry experts in the sector and agencies with regulatory or management responsibilities related to the sector. Across the sector analyses, comparable economic information should be included to feed into a subsequent, broader coast-wide economic analysis.

Consultants should propose to use standard, common methods and approaches to gathering and assessing data to enable a more seamless incorporation of the sector analysis into the economic analysis. Proposals should include a clear description of the measures that will be used to ensure appropriate engagement with necessary sector experts.

1.3 MINIMUM QUALIFICATIONS

The Consultant must be licensed to do business in the State of Washington. The Consultant must have Five (5) years' experience in:

- Research, writing, synthesizing and summarizing diverse information in a concise, easy-to-read, and complete manner. The ideal consultant would have at least five years of experience researching and writing to inform policy or planning initiatives.
- Coordinating with diverse individuals and interests, while assessing and reporting information in an objective manner. Maintaining neutrality and objectivity on projects.
- Expertise and relevant knowledge of the sector(s) relevant to the consultant's proposal:
 - Fishing (nontribal)
 - Aquaculture
 - Recreation and tourism
 - Shipping
 - Marine renewable energy

Consultants who do not meet these minimum qualifications shall be deemed non-responsive and will not receive further consideration.

1.4 FUNDING

The DNR has budgeted an amount not to exceed \$75,000 for this contract. Proposals for individual sectors should not exceed \$15,000. Proposals in excess of this amount will be rejected as non-responsive.

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

1.5 PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP is tentatively scheduled for March 24, 2014 to August 31, 2014.

1.6 DEFINITIONS

Definitions for the purposes of this RFP include:

DNR - The Department of Natural Resources is an agency of the State of Washington that is issuing this RFP.

Consultant - Person or organization submitting a proposal in order to attain a contract with DNR.

Contractor - Person or organization whose proposal has been accepted by the DNR and is awarded a formal written contract.

Request for Proposals (RFP) - Formal procurement where a service or need is planned but no specific service or method has been chosen. The purpose of an RFP is to permit the consultant community to suggest various approaches to meet the need at a given price.

1.7 ADA

The DNR complies with the Americans with Disabilities Act (ADA). Consultants may call the RFP Coordinator to receive this Request for Proposals in alternate forms. Persons with hearing impairments may call 1-800-422-7941 (TTY relay service). RFP Coordinator will contact the DNR's Employee Services Division ADA Coordinator to have this document prepared in Braille and/or Tape.

2. GENERAL INFORMATION FOR CONSULTANTS

2.1 RFP COORDINATOR

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

Katrina Lassiter
Mail Stop 47027
1111 Washington St SE
Olympia, WA 98504-7027
(360) 902-1013
(360) 902-1786 (fax)
katrina.lassiter@dnr.wa.gov

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

2.2 SUBMISSION OF PROPOSALS

Consultants are required to submit a signed copy of their proposal by email. The proposal must arrive in the DNR RFP coordinator's inbox no later than 2:00 p.m., local time, on February 28, 2014.

The proposal is to be sent to the RFP Coordinator at the email noted in Item 2.1 above. The DNR assumes no responsibility for any delays caused by email delivery.

Late proposals will not be accepted and will be automatically disqualified from further consideration. All proposals and any accompanying documentation become the property of the DNR and will not be returned.

2.3 PROPOSAL FORMAT

All proposals must have four major sections that shall include:

- 1) Letter of Submittal, including the signed Certifications and Assurances (Exhibit A);
- 2) Technical Proposal (Work Plan);
- 3) Management Proposal; and,
- 4) Cost Proposal.

Responses to each question or request for information in the proposal must appear in the order presented in this RFP with the same headings used herein. This will not only be helpful to the proposal evaluators, but should assist the proposer in preparing the response.

2.3.1 Letter of Submittal

The letter must be written on the Consultant's official business letterhead stationery. It must include the following, in the order given:

- a) An itemization of all materials and enclosures being forwarded collectively in response to the RFP;
- b) A reference to all RFP amendments received by the Consultant (by amendment issue date), to ensure the Consultant is aware of all such amendments in the event there are any; if none have been received by the Consultant, a statement to that effect should be included;
- c) A statement that the Consultant believes the proposal addresses all the mandatory requirements set forth in the RFP;
- d) A statement which acknowledges and agrees to all of the rights of DNR including the procurement rules and procedures, terms and conditions, and all other rights and terms specified in the RFP;
- e) An expression of the Consultant's willingness to enter into an agreement with the DNR that includes the terms and conditions of the contract included as an Exhibit to the RFP;
- f) The Consultant's guarantee that the proposal as submitted shall remain in full force and effect for a specified period of time, which must be at least 60 days from the proposal due date specified in the RFP;
- g) The Consultant may include any other topics or statements in the letter as the Consultant deems appropriate and may wish to convey to the DNR;
- h) The letter must be signed by an individual who has full authority to legally bind the entity submitting the proposal to the contents of the proposal; and

- i) The letter must provide the Consultant's email address.

2.4 BIDDER COMPLAINTS REGARDING REQUIREMENTS

Bidders are expected to raise any questions, exceptions, or requested additions they have concerning the RFP requirements early in the RFP process. Bidders may submit specific complaints to the RFP Coordinator if the Bidder believes the RFP unduly constrains competition or contains inadequate or improper criteria. The complaint must be made in writing to the RFP Coordinator before the Bidder Complaints due date set forth in the *Procurement Schedule*. The solicitation process may continue.

These complaints will **not** be handled through the protest section. However, the RFP Coordinator will forward a copy of the complaint to the DNR Contracts Manager. Should a Bidder complaint identify a change that would be in the best interest of the DNR to make, DNR may modify this RFP accordingly. The DNR decision is final; no further administrative appeal is available.

2.5 PRE-PROPOSAL QUESTIONS (OPTIONAL PROVISION)

Consultants may email questions regarding the RFP to the RFP Coordinator, listed in Section 2.1 above. Questions will be accepted until February 10, 2014, by 12:00 p.m., local time. Any questions received after this date and time will not be answered unless determined by the RFP Coordinator to be in the DNR's best interests to do so. A copy of the question(s) received, along with the DNR's official answer(s), will be emailed to each Consultant who received a copy of the RFP. This copy will become an addendum to the RFP and will be incorporated therein. The DNR shall be bound only to written answers to questions. Any oral responses given on the phone will be considered as unofficial.

2.6 ESTIMATED SCHEDULE OF ACTIVITIES

Issue Request for Proposals and post on the state's enterprise vendor registration and bid notification system (WEBS)	January 23, 2014
Pre-proposal Questions deadline	February 10, 2014
Issue addendum to RFP detailing responses to Pre-Proposal Questions	February 12, 2014
Proposals Due	February 28, 2014
Evaluate Proposals	March 3-7, 2014
Conduct oral interviews with finalists, if required	March 10-13, 2014
Announce Apparent Successful Contractor and provide Notification to Unsuccessful Bidder(s)	March 14, 2014
Hold debriefing conferences (if requested)	March 17-19, 2014
Negotiate contract	March 17-18, 2014
Draft Contract	March 19, 2014
Sign Contract and begin work	March 24, 2014

The DNR reserves the right to revise the above schedule.

2.7 FAILURE TO COMPLY

The Consultant is specifically notified that failure to comply with any part of the Request for Proposals may result in rejection of the proposal as non-responsive.

2.8 SIGNATURES

Proposals must be signed and dated by a person authorized to bind the Consultant to a contractual arrangement, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship.

2.9 REVISIONS TO THE RFP

The DNR reserves the right to revise the RFP and/or to issue addenda to the RFP. For this purpose, the published questions and answers from the pre-proposal questions shall be considered an addendum to the RFP.

The DNR also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract. In the event it becomes necessary to revise any part of the RFP, addenda will be provided to all those who received the RFP.

2.10 ACCEPTANCE PERIOD

Proposals providing less than 60 days for acceptance by DNR from the due date set for receipt of proposals will be considered non-responsive and will be rejected. Proposals that do not address all areas requested by this RFP may be deemed non-responsive and may not be considered for a possible contract resulting from this RFP.

2.11 REJECTION OF PROPOSALS

The DNR reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this RFP. The DNR also reserves the right at its sole discretion to waive minor administrative irregularities contained in any proposal.

2.12 MOST FAVORABLE TERMS

The DNR reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the Consultant can propose. There will be no best and final offer process. The Consultant should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some or the entire Consultant's proposal. It is understood that the proposal will become a part of the official file on this matter without obligation to the DNR.

2.13 OBLIGATION TO CONTRACT

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

2.14 COSTS TO PROPOSE

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

2.15 COMMITMENT OF FUNDS

The Commissioner of Public Lands or his/her delegate is the only individuals who may legally commit the DNR to the expenditures of funds for a contract resulting from this RFP. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

2.16 CERTIFICATIONS AND ASSURANCES

The Certifications and Assurances form, Exhibit A, must be signed by an individual with authority to bind the Consultant to a contractual arrangement and returned as part of the proposal.

2.17 RESPONSIVENESS

A checklist for responsiveness is attached as Exhibit B to assist the Consultant in preparing the proposal.

2.18 INSURANCE COVERAGE

Contractor shall, at all times during the term of this contract at its cost and expense, buy and maintain insurance of the types and amounts listed below. Failure to buy and maintain the required insurance may result in the termination of the contract at DNR's option.

All insurance shall be issued by companies admitted to do business in the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports unless otherwise approved by DNR. Any exception must be reviewed and approved by the DNR Financial Management Division (FMD) Risk Manager or in the absence thereof, the DNR FMD Contracts Specialist, before the contract is accepted. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

Before starting work, Contractor shall furnish DNR, with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in the bid/proposal, if applicable, and contract. Said certificate(s) shall contain the above Contract number, name of DNR Project Coordinator, a description, and include the State of Washington, DNR, its elected and appointed officials, agents, and employees as additional insured on all general liability, excess, umbrella and property insurance policies.

Contractor shall include all subcontractors as insureds under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by DNR. Contractor waives all rights against the DNR for recovery of damages to the extent these damages are covered by general liability or umbrella insurance maintained pursuant to this agreement.

DNR shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications.

- a. Insurers subject to Chapter 48.18 RCW (Admitted and Regulated by the Insurance Commissioner): The insurer shall give the DNR 45 days advance notice of cancellation or non-renewal. If cancellation is due to nonpayment of premium, the DNR shall be given 10 days advance notice of cancellation.
- b. Insurers subject to Chapter 48.15 RCW (Surplus lines): The DNR shall be given 20 days advance notice of cancellation. If cancellation is due to nonpayment of premium, the DNR shall be given 10 days advance notice of cancellation.

In lieu of the coverages required under this section, DNR at its sole discretion, may accept evidence of self-insurance by the Contractor, provided Contractor provides the following:

Contractor shall provide a statement by a CPA or actuary, satisfactory to the DNR, that demonstrates Contractor's financial condition is satisfactory to self-insure any of the required insurance coverages.

DNR may require Contractor to provide the above from time to time to ensure Contractor's continuing ability to self-insure. If at any time the Contractor does not satisfy the self insurance requirement, Contractor shall immediately purchase insurance as set forth under this section.

By requiring insurance herein, DNR does not represent that coverage and limits will be adequate to protect Contractor, and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to DNR in this contract.

The limits of insurance, which may be increased by DNR, as deemed necessary, shall not be less than as follows:

2.18.1 Commercial General Liability (CGL) Insurance:

Contractor shall maintain general liability (CGL) insurance, and, if deemed necessary as determined by DNR, commercial umbrella insurance with a limit of not less than \$1,000,000 per each occurrence and \$2,000,000 for a general aggregate limit. The products-completed operations aggregate limit shall be \$2,000,000.

CGL insurance shall be written on ISO occurrence form CG 00 01 (or substitute form providing equivalent coverage). All insurance shall cover liability arising out of premises, operations, independent contractors, products-completed operations, 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) conditions.

2.18.2 Employers Liability (Stop Gap) Insurance:

If Contractor shall use employees to perform this contract, Contractor shall buy employers liability insurance, and, if deemed necessary as determined by the DNR, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

2.18.3 Business Auto Policy (BAP) Insurance:

Contractor shall maintain business auto liability and, if deemed necessary as determined by DNR, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of any Auto. Business auto coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage and cover a covered pollution cost or expense as provided in the 1990 or later editions of CA 00 01.

Contractor waives all rights against DNR for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

2.18.3 Workers' Compensation Insurance:

Contractor shall comply with all State of Washington workers' compensation statutes and regulations. Workers' compensation coverage shall be provided for all employees of contractor and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of

this contract. Except as prohibited by law, contractor waives all rights of subrogation against the DNR for recovery of damages to the extent they are covered by workers' compensation, employer's liability, commercial general liability or commercial umbrella liability insurance.

Contractor shall indemnify DNR for all claims arising out of Contractor's, its subcontractor's, or sub-subcontractor's failure to comply with any State of Washington worker's compensation laws where DNR incurs fines or is required by law to provide benefits to or obtain coverage for such employees. Indemnity shall include all fines, payment of benefits to contractor or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to DNR by contractor pursuant to the indemnity agreement may be deducted from any payments owed by DNR to contractor for performance of this contract.

2.18.4 Professional Liability Insurance:

Professional liability insurance is required if services delivered pursuant to this agreement, 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.

3. TECHNICAL PROPOSAL

3.1 PROJECT SCOPE OF WORK

DNR is seeking a project manager/process facilitator that will be responsible for the following tasks and requires that proposals include cost per task:

Task 1: The consultant will conduct scoping activities on the sector:

- Perform initial background research.
- Consult sector participants, WCMAC members, experts, and others identified by the state on relevant data and perspectives about the sector (see task 3 for content required for final analysis). The state will provide names and contact information for a core group of three to six experts that consultants must contact for each sector. These experts will be representatives of industry groups active in the sector or agency staff responsible for managing or regulating the sector.
- Contact additional experts as needed.

Deliverables:

- Summary of expert consultation efforts, including individuals contacted, which responded with information through interviews (phone or in-person), email correspondence or other methods.
- Draft literature review of relevant reports and data sources.

Task 2: The consultant will research and prepare draft sector analysis and return to expert group for review and comment. Consultants should use standard methods and approaches to gathering and assessing economic data to enable a more seamless incorporation of the sector analysis into the economic analysis. Consultant should provide two to four weeks for vetting and comments by expert group.

Deliverables:

- Draft sector analysis covering the information listed in task 3 provided to state and core group of experts for review and comment.

Task 3: The consultant will prepare a final sector analysis report:

- Incorporate feedback and revise report.
- Produce final sector analysis report.
- Provide a summary presentation of the key findings to the WCMAC at the July 2014 meeting.

Deliverables:

The final sector analysis report should include a background, introduction to the sector, status of the sector, issues that the sector faces, and an inventory of available data.

The draft and final reports should include information covering the following sections and organized according to the outline provided below:

1. Background
2. Introduction to the Sector
 - a. Definition of sector
 - b. General history, trends, and opportunities in sector
 - c. Summary of key issues
3. Status of the Sector (production, jobs, licenses, etc.)
 - a. Describe range of activities (e.g. target species, type of activities, kinds of cargo/vessels, products)
 - b. Statistics (e.g. production/volume, direct/indirect jobs, licenses, direct/indirect value)
 - i. Include county by county comparisons of each sector, as well as overall sector statistics for the coast.
 - ii. Include comparisons to state and region, where applicable.
 - c. Existing policies and laws related to sector
4. Issues Facing the Sector
 - a. Identify short and long term issues relating to sector (e.g. business, workforce, environmental issues, funding, infrastructure, R&D, management/regulatory requirements, social issues, etc.) – summarize factors that determine the current and future trends in the sector.
5. Inventory of Available Data
 - a. Identify existing data sources.
 - b. Identify major data accuracy issues in existing data.
 - c. Identify key economic questions related to marine spatial planning and data gaps in answering those questions.

3.2 PLAN TO ACCOMPLISH TASKS

- 3.2.1 Description of plan to accomplish tasks, study, project, etc.
- 3.2.2 Proposed schedule for conduct of work
- 3.2.3 Deliverables and Timeline

The contractor shall be responsible for submitting the following reports and a final report on the dates specified as follows:

- Detailed statements of contract services performed, as an attachment to each

- monthly invoice
 - Final report by August 31, 2014 summarizing tasks, deliverables, and outcomes
 - Additional reports and summaries as necessary
- 3.2.4 Acceptance criteria for deliverables
- Work must be completed in accordance with the specifications of this contract and deliverables must be completed on or before the agreed upon dates.
 - All work shall be completed to the satisfaction of DNR and shall be neat, legible, and in narrative form where appropriate.

DNR reserves the right to request additional reports relating to various aspects of the project.

4. MANAGEMENT PROPOSAL

Provide all information requested in the exact order specified below:

4.1 IDENTIFYING INFORMATION

- 4.1.1 State the business name, address, principal place of business, telephone number, and email address of legal entity or individual with whom contract would be written.
- 4.1.2 Provide the names, addresses, and telephone numbers of principal officers (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.)
- 4.1.3 Specify the legal status of the Consultant (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.
- 4.1.4 Describe the proposing organization including size, areas of specialization and expertise, client base, and any other pertinent information in such a manner that the proposal evaluators may reasonably formulate a determination about the stability and financial strength of the proposing organization.
- 4.1.5 Include the Federal Employer Tax Identification number or Social Security number and the Washington Uniform Business Identification (UBI) number issued by the State of Washington Department of Revenue.
- 4.1.6 State the location of the facility from which the Consultant would operate.
- 4.1.7 If the Consultant or any party named previously contracted with the State of Washington during the past 24 months, indicate the name of the agency, the contract number and description and/or other information available to identify the contract.
- 4.1.8 If the Consultant or any party named previously was an employee of the State of Washington during the past 24 months, or is now an employee, identify the

individual by name, the agency previously or currently employed by, job title or position held and separation date.

- 4.1.9 Consultants which employ or have on their governing board State employees or former State employees, as of the date of their proposal, shall identify such persons and their position and responsibilities within the Consultant's organization. If following a review of this information, it is determined by the DNR that a conflict of interest exists, the Consultant may be disqualified from further consideration for the award of a contract.

4.2 PROJECT MANAGEMENT

- 4.2.1 Explain the Consultant's proposed methodology for conduct of the project. Provide a description of the proposed project staffing/organization to be used during the course of the project, including any subcontractors.
- 4.2.2 State the name, the title or position, and telephone number of the individual who would have primary responsibility for the project resulting from this RFP. Disclose who within the firm will have prime responsibility and have final authority for the work under the proposed contract. Name other individuals providing service on the project.
- 4.2.3 Identify responsibilities and qualifications of staff who will be assigned to the potential contract and the amount of time each will be assigned to the project. Provide resumes' for the named staff, which include information on the individual's particular skills related to this project, education, experience, significant accomplishments and any other pertinent information. The Consultant must commit that staff identified in its proposal will actually perform the assigned work. Any staff substitution must have the prior approval of the DNR.
- 4.2.4 Provide an organizational chart of your firm indicating lines of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level of management.

4.3 EXPERIENCE OF THE CONSULTANT

- 4.3.1 **Indicate the experience the Consultant has in the following areas:**
- Research, writing, synthesizing and summarizing diverse information in a concise, easy-to-read, and complete manner to inform policy or planning initiatives. Coordinating with diverse individuals and interests, while assessing and reporting information in an objective manner. Maintaining neutrality and objectivity on projects.
 - Expertise and relevant knowledge of the relevant sector to the consultant's proposal:
 - Fishing (nontribal)
 - Aquaculture
 - Recreation and tourism
 - Shipping
 - Marine renewable energy

- 4.3.2 Indicate any other experience that indicates the qualifications of the Consultant for the performance of the potential contract.
- 4.3.3 List contracts the Consultant may have had during the last five years that relate to the Consultant's ability to perform the services called for under this RFP. List contract reference numbers, contract period of performance, contact persons, and telephone numbers.
- 4.3.4 Consultant will supply letters from three (3) business references for whom work has been accomplished during the last three (3) years from the date the proposal is submitted. The letters shall briefly describe the type of service(s) provided, date(s) performed, and an objective evaluation of the quality of service(s) provided by the Consultant. Each letter shall include a name, address, and telephone number of a business representative and alternate to be contacted by the DNR, if deemed necessary. **All three (3) letters must be under business letterhead, signed, and sent directly from the business providing the reference to the DNR address listed in Section 2 (General Information for Consultants) of this RFP. All letters are to be received by no later than the date the proposal is due to the DNR.** Non-receipt of three (3) business letters on the due date may be grounds to declare proposal non-responsive unless determined otherwise by RFQQ Coordinator as to DNR's best interests. By the submission of a proposal, the Consultant agrees to grant permission to the DNR to contact the references. Do not include current DNR staff as references.
- 4.3.5 If the Consultant has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the Consultant's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default.
- Submit full details of the terms for default including the other party's name, address, and phone number. Present the Consultant's position on the matter. The DNR will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience.
- If no such termination for default has been experienced by the Consultant in the past five years, so indicate.

4.4 SUBCONTRACTOR INFORMATION REQUIRED

In the event the Consultant intends to subcontract any of the proposed work stated in its technical proposal, the Consultant shall submit the information required in Sections 4.1 and 4.3 of this section for each proposed subcontractor.

4.5 MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES (MWBE) PARTICIPATION.

In accordance with the Revised Code of Washington (RCW) Chapter 39.19, minority and women-owned Business Enterprises (MWBE) are encouraged to participate in the performance of any contract which results from proposals submitted in response to this RFP. State agency goals are to

award a minimum of 10% of their personal service contract dollars to minority-owned firms and a minimum of 4% to women- owned firms. Consultants are asked to voluntarily participate in assisting the state meet these goals.

Proposals which meet any of the following criteria shall be considered appropriate in assisting DNR meet state MWBE goals:

- (a) The Consultant submitting the proposal is owned and operated by minorities or women and has been certified as an MWBE by the Washington State Office of Minority and Women's Business Enterprises. MWBE certification will be verified by DNR.
- (b) The Consultant voluntarily agrees to subcontracting a minimum of ten percent (10%) of the contracting amount with a minority-owned business and/or four percent (4%) of the contracted amount with a woman-owned business. The subcontractor(s) must be identified in the Consultant's proposal and be certified as an MWBE by the Washington State Office of Minority and Women's Business Enterprises. MWBE certification will be verified by DNR.

Also indicate the participation (percent of total bid) of each minority and/or woman-owned business and the amount of compensation anticipated for each.

MWBE specifications become part of the terms and conditions of any contract awarded as a result of this RFP.

5. COST PROPOSAL

5.1 IDENTIFICATION OF COSTS

In this section of the proposal, the Consultant is to identify all costs to be charged for performing the tasks necessary to accomplish the objectives of the contract. The Consultant is to submit a fully detailed budget including staff costs and any non-labor expenses necessary to accomplish the tasks and to produce the deliverables under the contract.

5.2 RATES

Proposed staff should be identified by name, hourly rate, and expected use during contract performance. The Contractor shall charge the DNR only for staff specifically authorized by the DNR to perform work at the rates set forth in the contract.

5.3 AWARD NOT BASED ON PRICE ALONE

The evaluation process is designed to award this procurement not necessarily to the Consultant of least cost, but rather to the Consultant who proposes the best combination of skills and abilities based upon the evaluation criteria.

5.5 STATE SALES TAX

Consultants are required to collect and pay Washington state sales tax, if applicable.

5.6 SUBCONTRACTORS

If one or more MWBE subcontractors are proposed, the Consultant must set out in the Cost Proposal the portion to be paid to the certified MBE and/or WBE firm. Costs for subcontractors which are not certified are also to be broken out separately.

5.7 COMPUTATION

The score for the cost proposal will be computed by dividing the lowest cost bid received by the Consultant's total cost. Then the resultant number will be multiplied by the maximum possible points for the cost section. The result is the number of points awarded to the Consultant for this section. See the example below:

Example: Total points for cost section equals 25			
Lowest bid	=	\$1,500	
Consultant's bid	=	\$2,000	
\$1,500 divided by \$2,000	=	0.75	
0.75 times 25 points possible	=	18.75	points for the cost proposal

6. EVALUATION AND CONTRACT AWARD

6.1 EVALUATION TEAM

The evaluation of proposals shall be accomplished by an evaluation team, to be designated by the DNR, which will determine the proposal most responsive to the requirements stated in this RFP. Proposals will be evaluated strictly in accordance with the requirements set forth in this RFP and any addenda which are issued.

6.2 RESPONSIVENESS

All proposals will be reviewed by the RFP Coordinator to determine compliance with administrative requirements and instructions specified in the RFP. Only responsive proposals which meet the minimum requirements will be forwarded to the evaluation team for further review.

See Exhibit B for a checklist of responsiveness.

6.3 RESPONSIBLENESS

To be determined responsible, a prospective contractor must:

- a) have adequate financial resources to perform the contract, or the ability to obtain them;
- b) be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;

- c) have a satisfactory performance record.

A prospective contractor shall not be determined responsible or non-responsible solely on the basis of a lack of relevant performance history, unless the DNR determines special standards are appropriate. Any special standards will be properly identified in this solicitation and will apply to all consultants/contractors. A prospective contractor that is or recently has been seriously deficient in contract performance shall be presumed to be non-responsible, unless the DNR determines that the circumstances were properly beyond the contractor's control, or that the contractor has taken appropriate corrective action. Past failure to apply sufficient tenacity and perseverance to perform acceptably is strong evidence of non-responsibility. Failure to meet the quality requirements of the contract is a significant factor to consider in determining satisfactory performance. The DNR shall consider the number of contracts involved and the extent of deficient performance in each contract when making this determination.

6.4 ORAL PRESENTATIONS MAY BE REQUIRED

Written submittals and oral presentation, if considered necessary, will be utilized in selecting the winning proposal. The DNR, at its sole discretion, may elect to select the top scoring finalists for an oral presentation and final determination of contract award. Commitments made by the Consultant at the oral interview, if any, will be considered binding. The score from the oral presentation will determine the successful Consultant.

6.5 INFORMATION USED FOR EVALUATION

Evaluators will use the information in the Consultants' proposals and information gathered from Consultants' references, if required. No other information will be supplied to or used by the evaluation team.

6.6 AWARD BASED ON MULTIPLE FACTORS

As stated previously, the evaluation process is designed to award this Consultant with the best combination of attributes based upon the evaluation criteria. The final selection, if any, will be that proposal which, in the opinion of the DNR, after review of all submissions by the evaluation committee, best meets the requirements set forth in the RFP.

6.7 EVALUATION SCORING

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

Technical Proposal 40 percent

- Proposed project approach and methodology and adequacy of work plan **20%**
- Description of deliverables **5%**
- Feasibility of schedule **10%**

Management Proposal 35 percent

- Consultant's relevant experience **5%**
- Staff qualifications **15%**
- Team structure **10%**

- References **5%**

Cost Proposal **25 percent**

Total for Written Proposals **100 percent**

Oral presentations, if required, will be scored separately with a maximum value of 30 points.

Evaluation criteria will include such elements as:

- Understanding of project requirements
- Proposed project approach and methodology
- Quality and clarity of Work Plan
- Proposal presentation (spelling and grammar)
- Feasibility of proposed schedule
- Description of deliverables
- Project team structural/internal contracts
- Consultant's relevant experience
- Staff qualifications and experience
- References
- Proposal follows RFP requirements

6.8 DISREGARD ORAL REPRESENTATIONS

The Consultant is instructed to disregard any oral representations it may have received. Proposal evaluation will be based on:

- the material contained in the RFP
- addenda issued to the RFP

6.9 NOTIFICATION TO UNSUCCESSFUL PROPOSERS

Firms whose proposals have not been selected for further negotiation or award will be notified via email at the email address given in the management proposal.

6.10 GENERAL TERMS AND CONDITIONS

The apparently successful contractor will be expected to enter into a contract with the DNR which is substantially the same as the contract attached as Exhibit C, including the DNR's General Terms and Conditions.

In no event is a consultant to submit its own standard contract terms and conditions as a response to this RFP. The terms and conditions are not negotiable.

6.11 DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Consultants which submitted a proposal that was not selected will be given the opportunity for a debriefing conference. The request for a debriefing conference must be received by the RFP Coordinator within three (3) business days after the Notification of Unsuccessful Consultant

award letter is emailed to the Consultant. The debriefing must be held within three (3) business days of the request.

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

6.12 COMPLAINT AND PROTEST PROCEDURES

Complaint Procedure

Bidders are expected to raise any questions, exceptions, or requested additions they have concerning the RFQQ requirements early in the RFQQ process. Bidders may submit specific complaints to the RFQQ Coordinator if the Bidder believes the RFQQ unduly constrains competition or contains inadequate or improper criteria. The complaint must be made in writing to the RFQQ Coordinator before the bid due date. The solicitation process may continue.

These complaints will **not** be handled through the protest procedures outlined below. However, the RFQQ Coordinator will forward a copy of the complaint to the DNR Purchasing Representative. Should a Bidder complaint identify a change that would be in the best interest of the DNR to make, DNR may modify this RFQQ accordingly. The DNR decision is final; no further administrative appeal is available.

Protest Procedure

This procedure is available to Consultants who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the Consultant is allowed three (3) business days to file a protest of the acquisition with the RFP Coordinator.

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

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

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

- a matter of bias, discrimination or conflict of interest on the part of the evaluator;
- errors in computing the score;
- non-compliance with procedures described in the procurement document.

Protests must be based on these factors to be considered.

Upon receipt of a protest, a protest review will be held by the DNR. All available facts will be considered and a decision will be issued by the Commissioner of Public Lands or his/her delegate in five business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

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

The final determination of the protest shall:

- Find the protest lacking in merit and uphold the DNR's action; or
- Find only technical or harmless errors in the DNR's acquisition process conduct and determine the DNR to be in substantially compliance and reject the protest; or
- Find merit in the protest and provide the DNR options which may include:
 - Correct the errors and re-evaluate all proposals, and/or
 - Reissue the solicitation document.
 - Make other findings and determine other courses of action as appropriate.

If the DNR determines that the protest is without merit, the DNR will enter into a contract with the apparently successful contractor.

6.13 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

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

All proposals received shall remain confidential until the contract, if any, resulting from this RFQ is signed by the Commissioner of Public Lands or designated representative and the apparent successful Contractor. After signing, the proposals become public records as defined in Chapter 42.56 RCW - Public Records Act. The DNR will consider a Consultant's request for exemption from disclosure. DNR will make a decision based on its obligations under the Public Records Act including applicable exemptions from public disclosure. Marking the entire proposal exempt from disclosure will not be honored. If any information is marked as confidential in the proposal, such information will not be made available until the affected proposer has been given an opportunity to seek a court injunction against the requested disclosure if done in a timely manner consistent with DNR's obligation for the timing of responding to records requestors.

DNR will charge for copying and shipping, as permitted by Chapter 42.56. No fee shall be charged for inspection of contract files. Twenty-four (24) hours' notice to the RFQ Coordinator is required. All requests for information should be directed to the Coordinator.

7. RFP EXHIBITS

Exhibit A	Certification and Assurances
Exhibit B	Checklist for Responsiveness
Exhibit C	Service Contract Format including General Terms and Conditions (GT&C's)

EXHIBIT A

CERTIFICATIONS AND ASSURANCES

I/we make the following certifications and assurances as a required element of the bid or proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. The prices and/or data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal or bid.
2. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by the DNR without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
3. In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal, bid, 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 bid. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
4. I/we understand that the DNR will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of the DNR, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
5. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Proposer or to any competitor.
6. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

Signature of Proposer

Title

Date

EXHIBIT B

CHECKLIST FOR RESPONSIVENESS

_____ Proposal was formatted with 4 major sections: letter of transmittal, technical specification, management specification and cost proposal.

_____ Letter of transmittal was signed by a person authorized to legally obligate the Consultant.

_____ One electronic copy of the proposal was submitted.

_____ Proposal was submitted on or before 2:00 p.m. on February 28, 2014.

_____ Consultant has a minimum of five (5) years' experience in:

- Research, writing, synthesizing and summarizing diverse information in a concise, easy-to-read, and complete manner to inform policy or planning initiatives.
- Coordinating with diverse individuals and interests, while assessing and reporting information in an objective manner. Maintaining neutrality and objectivity on projects.
- Expertise and relevant knowledge of the relevant sector to the consultant's proposal:
 - Fishing
 - Aquaculture
 - Recreation and tourism
 - Shipping
 - Marine renewable energy

_____ Consultant is licensed to do business in the state of Washington.

_____ The contract price is not greater than \$15,000 per sector.

_____ The letter of submittal included a statement that a Certificate of Insurance would be provided, as a condition of award.

_____ Proposal provided 60 days for acceptance of its terms from the due date of proposals.

_____ The Certifications and Assurances, Exhibit A to the RFP, was signed and returned.

The below is not a condition for responsiveness.

_____ If Minority and Women-Owned Business (MWBE) participation is being offered, request the MWBE company name(s), addresses, phone numbers, and OMWBE certification number(s) be provided. Consultant's participation in assisting DNR meet state WMBE goals is voluntary.

EXHIBIT C

SC No. ##-###

SERVICES CONTRACT

This Contract is made and entered into by and between the State of Washington Department of Natural Resources, 1111 Washington Street SE, Olympia, WA 98504, and hereinafter referred to as the DNR, and _____, (give detailed address) hereinafter referred to as the Contractor, for the express purposes set forth in the following provisions of this Contract.

<i>Contractor Federal Employer Identification Number:</i>	<i>Contractor Unified Business Identifier (UBI) Number:</i>
--	--

In consideration of the terms, conditions and covenants contained herein, or attached and incorporated and made a part hereof, the parties mutually agree as follows:

SPECIAL TERMS AND CONDITIONS

1. **Scope of Work:**

a. The Contractor will provide the following:

[Note: Identify all products, tasks, work elements, objectives, and timetables by which major parts of the work are to be completed, etc. Reference Attachment B if attaching a separate Scope of Work or Contractor's proposal; see C.]

b. The Contractor shall produce the following _____ (written reports or other written documents - "deliverables") by the dates indicated:

All deliverables required under this Contract must be delivered to the Project Coordinator. All oral reports required under this Contract must be presented at the location requested by the DNR.

c. Attachment B contains the Scope of Work [Note: or Contractor's proposal dated _____].

The Contractor shall complete all specified Contract work including submission of reports, and/or other required documentation within the time periods set forth in the Contract.

2. **Conduct of Work:** The Contractor shall furnish all necessary qualified personnel, material, and equipment, and manage and direct the same to timely complete the work described in this Contract.

3. **Period of Performance:**

a. **Commencement Date:** Subject to its other provisions, the period of performance under this Contract shall commence on _____.

b. **Completion Date:** This contract shall terminate on August 31, 2014 or when all of its terms and conditions have been satisfied, whichever is earlier, unless sooner terminated as provided herein.

4. Rights and Obligations: Attachment A contains the General Terms and Conditions governing work to be performed under this Contract, the nature of the working relationship between the DNR and the Contractor, and specific obligations of both parties. All rights and obligations of the parties to this Contract shall also be subject to and governed by Attachment(s) [Note: include other attachments] _____, each incorporated by reference herein.

5. Compensation and Payment:

a. Amount of Compensation. Total compensation including expenses payable to Contractor for satisfactory performance of the work under this Contract shall not exceed sixty thousand dollars (\$60,000). Contractor's compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Compensation for tasks and deliverables will be paid based on the detailed budget provided by the contractor.

b. Time of Payment. Payment for work performed shall be made in accordance with the following.

- Payment will be based upon satisfactory acceptance of each deliverable.
- Payment will be received following receipt of an invoice accompanied by a monthly performance report.

Payment shall be considered timely if made by the DNR within 30 days after receipt of properly completed invoice vouchers. Payment shall be sent to the address designated by the Contractor. The DNR may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

c. Method of Payment. Compensation for services rendered shall be payable upon submittal of properly completed invoice vouchers. The Contractor shall submit invoices monthly together with a detailed statement of the contract services performed for which the Contractor is seeking compensation.

Requests for payment under this Contract shall be submitted by the Contractor on invoice vouchers prepared in the manner prescribed by the DNR. These vouchers shall include such information as is necessary for the DNR to determine the exact nature of all expenditures and shall identify all personnel for whom compensation is sought, the amount of hours each individual worked, and the rate of compensation for each. The rate of compensation for each of the Contractor's personnel shall not exceed the amount herein agreed to. Each voucher will clearly indicate that it is for the services rendered in performance under this Contract. Requests for payment shall be submitted to the DNR Project Coordinator.

d. Expenses. No additional costs or expenses are allowable. All costs and expenses associated with the Contractor fulfilling the terms and conditions of the contract are included in the amount of payment stated in section 5(a) and no additional payment shall be made under this Contract.

6. Acceptance: Progress payments shall become due and payable to the Contractor upon completion of each deliverable by the Contractor, and acceptance by the DNR. If a deliverable is not acceptable to DNR, the DNR shall within ten (10) working days from receipt, notify the Contractor in writing of the nature of defects in the deliverable and any proposed remedy. The Contractor shall respond to this notice in writing within ten (10) working days specifying action to be taken so as to permit acceptance by the DNR.

7. General Insurance Requirements:

Contractor shall, at all times during the term of this contract at its cost and expense, buy and maintain insurance of the types and amounts listed below. Failure to buy and maintain the required insurance may result in the termination of the contract at DNR's option.

All insurance shall be issued by companies admitted to do business in the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports unless otherwise approved by DNR. Any exception must be reviewed and approved by the DNR Risk Manager or in the absence of, the DNR Contracts Specialist, before the contract is accepted. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

Before starting work, Contractor shall furnish DNR, with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in the bid/proposal, if applicable, and Contract. Said certificate(s) shall contain the above **Contract number**, name of DNR Project Coordinator, a description, and include the State of Washington, DNR, its elected and appointed officials, agents, and employees as additional insured on all general liability, excess, umbrella and property insurance policies.

Contractor shall include all subcontractors as insureds under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by DNR. Contractor waives all rights against the DNR for recovery of damages to the extent these damages are covered by general liability or umbrella insurance maintained pursuant to this Contract.

DNR shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications.

a. Insurers subject to Chapter 48.18 RCW (Admitted and Regulated by the Insurance Commissioner): The insurer shall give the DNR 45 days advance notice of cancellation or non-renewal. If cancellation is due to nonpayment of premium, the DNR shall be given 10 days advance notice of cancellation.

b. Insurers subject to Chapter 48.15 RCW (Surplus lines): The DNR shall be given 20 days advance notice of cancellation. If cancellation is due to nonpayment of premium, the DNR shall be given 10 days advance notice of cancellation.

In lieu of the coverages required under this section, DNR at its sole discretion, may accept evidence of self-insurance by the Contractor, provided Contractor provides the following:

Contractor shall provide a statement by a CPA or actuary, satisfactory to the DNR, that demonstrates Contractor's financial condition is satisfactory to self-insure any of the required insurance coverages.

DNR may require Contractor to provide the above from time to time to ensure Contractor's continuing ability to self-insure. If at any time the Contractor does not satisfy the self insurance requirement, Contractor shall immediately purchase insurance as set forth under this section.

By requiring insurance herein, DNR does not represent that coverage and limits will be adequate to protect Contractor, and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to DNR in this contract.

The limits of insurance, which may be increased by DNR, as deemed necessary, shall not be less than as follows:

7.1 Commercial General Liability (CGL) Insurance:

Contractor shall maintain general liability (CGL) insurance, and, if deemed necessary as determined by the DNR, commercial umbrella insurance with a limit of not less than \$1,000,000 per each occurrence and \$2,000,000 for a general aggregate limit. The products-completed operations aggregate limit shall be \$2,000,000.

CGL insurance shall be written on ISO occurrence form CG 00 01 (or substitute form providing equivalent coverage). All insurance shall cover liability arising out of premises, operations, independent contractors, products-completed operations, 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) conditions.

7.2 Employers Liability (Stop Gap) Insurance:

If Contractor shall use employees to perform this contract, Contractor shall buy employers liability insurance, and, if deemed necessary as determined by the DNR, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

7.3 Business Auto Policy (BAP) Insurance:

Contractor shall maintain business auto liability and, if deemed necessary as determined by the DNR, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of any Auto. Business auto coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage and cover a covered pollution cost or expense as provided in the 1990 or later editions of CA 00 01.

Contractor waives all rights against DNR for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

7.4 Workers' Compensation Insurance:

Contractor shall comply with all State of Washington workers' compensation statutes and regulations. Workers' compensation coverage shall be provided for all employees of Contractor and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this contract. Except as prohibited by law, Contractor waives all rights of subrogation against the DNR for recovery of damages to the extent they are covered by workers' compensation, employer's liability, commercial general liability or commercial umbrella liability insurance.

Contractor shall indemnify DNR for all claims arising out of Contractor's, its subcontractor's, or sub-subcontractor's failure to comply with any State of Washington worker's compensation laws where DNR incurs fines or is required by law to provide benefits to or obtain coverage for such employees. Indemnity shall include all fines, payment of benefits to Contractor or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to DNR by Contractor pursuant to the indemnity may be deducted from any payments owed by DNR to Contractor for performance of this Contract.

7.5 Professional Liability Insurance:

Professional liability insurance is required if services delivered pursuant to this agreement, 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.

8. Project Coordinator:

The Project Coordinator for the Contractor is:

[provide name & telephone number]

The Project Coordinator for the DNR is:

Katrina Lassiter
(360) 902-1013

IN WITNESS WHEREOF, the parties have executed this Agreement.

CONTRACTOR

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

By: _____

By:

Title: _____

Title:

Date: _____

Date:

APPROVED AS TO FORM BY THE ASSISTANT
ATTORNEY GENERAL ON 09/29/97

ATTACHMENT A

GENERAL TERMS AND CONDITIONS

1. **Identification:** The Contract number must appear on all documents, correspondence, invoices and all other written material submitted or prepared in conjunction with this Contract.
2. **Independent Capacity of Contractor:** The Contractor and its employees or agents performing under this Contract are not employees or agents of the DNR. The Contractor will not represent itself nor claim to be an officer or employee of the DNR or of the State of Washington by reason hereof, nor will the Contractor make any claims of right, privilege or benefit which would accrue to an employee under Washington law.
3. **Deductions:** The DNR shall make no deductions from the stated amount of compensation for income tax, social security taxes, medical insurance, industrial insurance, license fees or deductions of any other kind. Contractor is responsible for all deductions for which the Contractor may be liable.
4. **Retention of Records:** The Contractor shall maintain books, records, documents and other materials which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. These materials shall be available at all reasonable times for inspection, review, or audit by personnel duly authorized by the DNR, and State or federal officials so authorized by law, rule, regulation or contract. The Contractor will retain these materials for six (6) years after settlement or termination.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

5. **Right of Inspection:** The Contractor shall provide right of access to its facilities to the DNR, 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.
6. **Treatment of Assets:** Title to all property furnished by the DNR shall remain property of the DNR. Title to all property furnished by the Contractor, 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 DNR upon delivery of such property by the Contractor.

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

The Contractor shall be responsible for any loss or damage to property of the DNR which results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices. Upon loss or destruction of, or damage to, any DNR property, the Contractor shall notify the DNR thereof and shall take all reasonable steps to protect that property from further damage.

The Contractor shall surrender to the DNR all property of the DNR prior to settlement upon completion, termination or cancellation of this Contract.

7. **Close-out:** The Contractor must submit all requests for reimbursement for work performed under this Contract to the DNR so that they are received no later than thirty (30) days following the termination of this Contract. If an earlier date is specified in this Contract, the earlier date shall take precedence.
8. **Non-Discrimination:** During the performance of this Contract, the Contractor shall comply with all federal and State nondiscrimination laws, regulations and policies. 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 DNR.

9. Assignability: This Contract, and any claim arising under this Contract, is not assignable or delegable by the Contractor either in whole or in part.

10. 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 DNR.

11. Changes/Extras: The DNR may at any time, by written order, make changes within the general scope of this Contract. No payment for changes or extras shall be made unless such changes or extras and the price have been authorized in advance in writing by the DNR Project Coordinator. No extension of time because of changes or extras will be allowed, unless such extension has been authorized by the DNR Project Coordinator.

No contract work shall be commenced nor any payment rendered for any work or services to be performed in connection with this Contract until a contract amendment has been signed by both parties.

12. Disputes: Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract which is not disposed of by agreement shall be decided by the DNR's Project Coordinator who shall reduce his/her decision to writing and furnish a signed copy to the Contractor. The decision of the Project Coordinator shall be final and conclusive unless, within thirty (30) days from the receipt of such copy, the Contractor mails or otherwise furnishes to the Project Coordinator a written appeal. The appeal will be decided by a DNR Deputy Supervisor. The decision of the Deputy Supervisor, or duly authorized representative, for the determination of such appeals shall be final and conclusive.

The Contractor does not hereby waive any right to seek review of the DNR's decision. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal. However, such further review shall be sought only in the Superior Court of Thurston County. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the decision rendered by DNR.

13. Conflict of Interest: The DNR may, by written notice to the Contractor, terminate this Contract if it is found that there is a violation of the State Ethics Law, 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 DNR 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 DNR provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.

14. Termination of Contract for Cause: The DNR may terminate this Contract in whole, or in part, at any time after thirty (30) days' notice whenever it is determined that the Contractor has failed to comply with the terms and conditions of the Contract. The DNR shall promptly notify the Contractor in writing of the termination and the reasons for termination, together with the effective date of termination.

15. Termination for Funding Reasons: The DNR may unilaterally terminate this Contract in the event that funding from federal, State or other sources becomes no longer available to the DNR, or is not allocated for the purpose of meeting the DNR's obligation hereunder. Such action is effective when the DNR sends written notification of termination.

16. Termination for Convenience: The DNR may terminate this Contract in whole or in part by giving fifteen (15) days' written notice to the Contractor when it is in the best interest of the DNR. If this Contract is so terminated, the DNR shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination.

17. Hold Harmless and Indemnification: To the fullest extent permitted by law, contractor shall indemnify, defend and hold harmless DNR, its officials, agents and employees, from and against all claims arising out of or resulting from the performance of the contract. Claim as used in this agreement 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. Contractor's obligation to indemnify, defend, and hold harmless includes any claim by contractor's agents, employees, representatives, or any subcontractor or its employees. Contractor expressly agrees to indemnify, defend, and hold harmless DNR for any claim arising out of or incident to contractor's or any subcontractor's performance or failure to perform the contract. Contractor's obligation to indemnify, defend, and hold harmless DNR shall not be eliminated or reduced by any actual or alleged concurrent negligence of DNR or its agents, agencies, employees and officials. Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless DNR and its officials, agents or employees.

18. Publication Rights, and Rights to Data, Patents and Inventions: The Contractor shall not publish any of the results of the contract work without the advance written permission of the DNR. Said requests will not be unreasonably withheld and will be answered within thirty (30) days of receipt of said request by the DNR.

Unless otherwise provided, data which originates from this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the DNR. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes and sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

Data which is delivered under the Contract, but which does not originate therefrom, shall be transferred to the DNR 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 a license.

In accordance with Chapter 39.29 RCW, Contractor shall not charge additional costs to the DNR, the Joint Legislative Audit and Review Committee (JLARC) or the Office of the State Auditor for access to data generated under this contract. Contractor shall provide access to data generated under this contract to the DNR, the Joint Legislative Audit and Review Committee (JLARC), and the Office of the State Auditor during the term of this Contract and thereafter. For purposes of this section, data includes all information that supports the findings, conclusions, and recommendations of the contractor's reports, including computer models and the methodology for those models.

19. Licensing, Accreditation and Registration: The Contractor shall comply with all applicable local, State, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

20. Confidentiality: Contractor shall not disclose to any third party any proprietary or confidential information received from the DNR, or acquired during the course of work under this Contract and shall not use for its own benefit or that of others, any such information, whether developed in the course of this Contract or derived from the DNR, except as may be authorized by the DNR in writing. All information developed in the performance of this Contract shall be considered the DNR's proprietary information.

21. Governing Law: This Contract shall be governed by the laws of the State of Washington. 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:

- a. Applicable federal and State statutes and regulations;
- b. The Special Terms and Conditions as contained in the main contract instrument;

- c. The General Terms and Conditions contained in this Attachment A;
- d. Any Statement of Work attached hereto and incorporated by reference herein; and
- e. Any other provisions or attachments of the Contract whether incorporated by reference or otherwise.

22. Jurisdiction/Venue: This Contract shall be construed and interpreted under the laws of the State of Washington and the venue of any action brought under this Contract shall be in the Superior Court for Thurston County. The Contractor, by execution of this Contract, acknowledges the jurisdiction of the courts of the State of Washington in this matter.

23. Waiver: A failure by the DNR to exercise its rights shall not constitute a waiver of any rights under this Contract unless Stated to be such in writing signed by an authorized representative of the DNR and attached to the original Contract.

24. Entire Contract: This document contains all covenants, stipulations and provisions agreed by both parties. No agent or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any Statement representation, promise or agreement not set forth herein except for extension of the completion date. No changes, amendments or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this Contract.

25. 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.