

**STATE OF WASHINGTON  
OFFICE OF FINANCIAL MANAGEMENT  
REQUEST FOR PROPOSALS (RFP)**

**RFP NO. 19-600**

**PROJECT TITLE: 2020 Census Education & Outreach**

**PROPOSAL DUE DATE: July 29, 2019 at 3:30 P.M. Pacific Daylight Time, Olympia, Washington, USA.**

**ESTIMATED TIME PERIOD FOR CONTRACT: September 15, 2019-June 30, 2020 (with possibility for extension through July 31, 2020)**

**CONTENTS OF THIS REQUEST FOR PROPOSALS:**

1. Introduction
2. General Information
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  - A. Certifications and Assurances
  - B. General Terms and Conditions
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**Note to Vendors:** This RFP and amendments will be available on the Office of Financial Management (OFM) website at [http://ofm.wa.gov/contracts\\_procurements/default.asp](http://ofm.wa.gov/contracts_procurements/default.asp). Vendors are also encouraged to register on the Department of Enterprise Services (DES), Washington Electronic Business Solution (WEBS) Procurement Website at <https://des.wa.gov/services/contracting-purchasing/doing-business-state/webs-registration-search-tips>. All RFP amendments or Applicant questions/OFM answers will be posted on the OFM website and on WEBS.

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# 1. INTRODUCTION

## 1.1. PURPOSE AND BACKGROUND

The Washington Office of Financial Management (OFM) requests proposals from organizations interested in helping ensure a complete count of residents in Washington during the 2020 census. OFM intends to enter into multiple contracts of various sizes and strongly encourages proposals that combine the work of multiple organizations across geographies and/or cultural and linguistic communities to provide the services described in this Request for Proposals (RFP). These contracts will be a key component of the state's strategy for ensuring an accurate count of Washington populations.

Every 10 years, the federal government conducts a census to count every resident in the nation—and the next decennial census begins in mid-March 2020 and wraps up at the end of July 2020. A complete and accurate count of the population in Washington is essential because the collected data will determine the number of seats each state has in the US House of Representatives, and also will be used to distribute billions of dollars in federal funds to state and local communities for important health, education, housing, infrastructure, and rural assistance programs. Additionally, private and public agencies, organizations, businesses, and institutions will use census data to help determine where to build schools, roads, healthcare facilities, child care and senior centers, grocery stores, and new factories.

Despite the importance of the decennial census, the state is concerned that underfunding of the federal effort could affect the accuracy of the count in 2020. The introduction of new technologies for completing the census, concerns about data privacy and security, and increased levels of government distrust and civic apathy could serve as obstacles to ensuring a complete count; and it is not clear that the US Census Bureau has sufficient resources or adequate plans in place to overcome these challenges. Washington residents need to be encouraged to respond to the mailed invitations they receive from the Census Bureau from mid-March to late April (a process known as 'self-response'). In May, the Census Bureau will send someone to visit the residences of those who did not respond (a process known as "Non-Response Follow Up" or NRFU). NRFU is the most costly part of the census and can produce inaccurate responses, which is why the effort to maximize self-response will be important.

Recognizing these issues, the Washington Legislature appropriated \$15.159 million dollars in the 2019-2020 biennium. The budget proviso directs OFM to, among other things, "establish deliverable-based outreach contracts with nonprofit organizations and local and tribal governments" to conduct outreach and census participation campaigns through community messengers, targeted especially at historically undercounted populations.<sup>1</sup>

The U.S. Census Bureau has defined<sup>2</sup> groups that have been hard to count in previous censuses as including:

- racial and ethnic minorities
- persons who do not speak English fluently
- lower income persons
- homeless persons
- immigrants
- renters or those who frequently change their residence
- children under 5
- persons who are angry at and/or distrust the government

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<sup>1</sup> Throughout this RFP, "historically undercounted" and "hard to count" populations refer to the same groups. Using Census Bureau and state data, OFM has identified geographic areas of the state with characteristics that combine to indicate a higher propensity to fall into the HUC or HTC category. These maps can be found at: <https://bit.ly/2VzVhKY>

<sup>2</sup> [https://www2.census.gov/cac/nac/reports/2016-07-admin\\_internet-wg-report.pdf](https://www2.census.gov/cac/nac/reports/2016-07-admin_internet-wg-report.pdf)

- LGBTQ persons

With this RFP, OFM is making up to \$7.5 million available to nonprofit organizations, local and tribal governments, and/or other entities and coalitions across the state for on-the-ground education, outreach, motivation, and assistance efforts related to the 2020 census. Additional funds will be made available at a later date either through cost extensions, a second RFP, or other mechanisms.

## **1.2. OBJECTIVES AND SCOPE OF WORK**

The overall goal of this RFP is to identify partners that can assist the state's efforts to reach out to the diverse geographic, cultural, and linguistic communities of Washington to ensure a complete and accurate count of residents through the design of creative and innovative programs that are culturally and linguistically appropriate.

Specific objectives are to:

- Educate Washington residents about the 2020 census;
- Mobilize "trusted messengers" within communities to build confidence and support broad participation in the census; and
- Ensure maximum self-response and cooperation in the Non-Response Follow-Up (NRFU) effort.

Through this RFP, OFM seeks partners that are willing and able to conduct activities that lead to the following outcomes:

- Formation of networks of informed and motivated community leaders who can build public confidence in and willingness to participate in the 2020 census.
- Creation of motivational explanations of the importance of the census to residents' daily lives.
- Development of widely disseminated, accurate, and understandable information about the process of participating in the census.
- Development of widely disseminated, accurate, and understandable information about existing legal guarantees about data protection, privacy and security.
- Design of innovative methods to identify and counter misinformation and disinformation.
- Implementation of effective approaches for motivating self-response.
- Deployment of innovative and appealing strategies for providing to individuals and households direct assistance with the completion of online or paper census forms.
- Use of effective strategies for cooperation with, and maximization of results related to, the Bureau's Non-Response Follow-Up (NRFU) operation.
- Rapid redeployment of resources and adaptation of strategies in response to information related to self-response data.

Interested applicants are expected to outline a coherent program of activities that defines an overall 2020 Census strategy targeting a specific community or population (or combination of communities and populations) to achieve the above objectives and outcomes. Applicants conducting existing work on the 2020 Census with other funding are encouraged to apply but should be careful to ensure that they describe an overall strategy and clearly indicate what the OFM-paid deliverables would be within that strategy.

Proposed programs could begin as early as September 2019 and run through June 2020 with the potential to be extended until the end of July 2020. All products resulting from the fulfillment of the awarded contracts will become the property of the state of Washington and may be shared with others in order to fulfill the aims of the overall project – a complete and accurate census count.

Proposals should generally align with the operational phases outlined below (or should define alternate phases):

- a. Phase I: September 2019 - February 2020
  - 1) Planning and materials development
  - 2) Training of trainers
  - 3) Development of informed networks motivated to encourage census participation
  - 4) Public awareness activities
- b. Phase II: March - April 2020
  - 1) Peak period of public awareness
  - 2) Peak period of encouraging maximum self-response
  - 3) Peak period of Questionnaire Assistance Centers/Kiosks
- c. Phase III: Mid-April to mid-May 2020: Deployment of rapid response efforts in low self-response geographies
- d. Phase IV: May - July 2020
  - 1) Continued encouragement of self-response
  - 2) Public awareness efforts related to NRFU and the importance of cooperation

Applicants are strongly encouraged to:

- a. Create coalitions targeting multiple geographic, cultural, and/or linguistic groups that maximize resources by identifying synergies that build on each organization's strengths and encouraging amplification of outcomes while respecting diversities.
- b. Use or adapt existing "toolkits" developed by those nonprofits that received funds under the Department of Commerce procurement that concluded on June 30, 2019, as well as by recognized nationwide and in-state organizations.
- c. Develop any other methods of cooperation and coordination that build on that which has already been done and concentrate on adding value specific to the defined target group(s) and challenges in terms of understanding or participation the group(s) may face.

In this RFP, OFM expects to award up to \$7.5 million in contracts. Interested applicants can submit proposals under three categories of contracts.

- a. Small contracts of up to \$50,000, generally targeting a small, focused population or group
- b. Large contracts of up to \$250,000, targeting multicultural, multilingual, and/or multi-geographical populations
- c. Joint contracts describing a strategy for targeting a wide swath of population with multiple approaches over the entire length of the project period. Coalitions should submit a "Joint Proposal" of individual organizational plans organized under the auspices of a lead organization ("Prime Applicant"). The Prime Applicant would submit the proposal on behalf of the participating organizations, would assume responsibility for invoicing for deliverables for the associated organizations, would verify performance, and would account for funds. Additional points will be awarded based on the quality of multi-organizational strategies.

Depending on submissions and rankings, OFM may seek to negotiate with two or more Apparently Successful Applicants with similar approaches and/or target audiences to combine forces for a shared joint contract.

### 1.3 MINIMUM QUALIFICATIONS

Minimum qualifications include:

- a. Licensed to do business in the State of Washington or provide a commitment that it will become licensed in Washington within thirty (30) calendar days of being selected as an Apparently Successful Applicant.
- b. Evidence of extensive connections with the communities the proposal intends to engage
- c. Evidence of experience reaching out to, educating, and mobilizing communities identified in the proposal

### 1.4 CONTRACTS

OFM intends to award several contracts to provide the services described in this RFP.

The performance of any contract resulting from this RFP is tentatively scheduled to begin in mid-September 2019 and to end on June 30, 2020. OFM reserves the right to extend the contract for an additional one-year term. Amendments extending the period of performance, if any, shall be at the sole discretion of OFM.

Additional services that are appropriate to the scope of this RFP, as determined by OFM, may be added to the resulting contracts by a written amendment mutually agreed to and executed by both parties.

### 1.5 CONTRACTING WITH CURRENT OR FORMER STATE EMPLOYEES

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. Proposers should familiarize themselves with the requirements prior to submitting a proposal that includes current or former state employees.

### 1.6 DEFINITIONS

Definitions for the purposes of this RFP include:

**Agency:** The Office of Financial Management is the agency of the state of Washington that is issuing this RFP.

**Apparently Successful Applicants:** The organization(s) selected as the entities to perform the anticipated services, subject to completion of contract negotiations and execution of written contracts.

**Applicant:** Organization interested in the RFP that may or does submit a proposal in order to attain a contract with OFM.

**Contingency Activities:** Category within proposals that reflect activities that will be increased or reallocated to areas with low response rates based on feedback from the Census Bureau (not all proposals need to include this category).

**Contractor:** Organization whose proposal has been accepted by OFM and is awarded a fully executed, written contract.

**Joint Proposal:** Proposal that combines the activities of multiple organizations into one proposal under one prime Applicant.

**OFM:** The Washington State Office of Financial Management

**Prime Applicant:** Organization that submits proposal for activities by multiple, related organizations and assumes responsibility for invoicing, performance, and reporting.

**Proposal:** A formal offer submitted in response to this RFP.

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

## 1.7 ADA

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

## 2. GENERAL INFORMATION

### 2.1. RFP COORDINATOR

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

Name	Bonnie Lindstrom
E-Mail Address	Bonnie.Lindstrom@ofm.wa.gov
Phone Number	360-902-0568

Any other communication will be considered unofficial and non-binding on OFM. Applicants 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 Applicant.

### 2.2. ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Proposals	June 21, 2019
Pre-Proposal Conference	July 3, 2019
Applicant may submit written questions until 3:30 pm Pacific Time	July 8, 2019
OFM will issue responses	July 15, 2019
Complaints due	July 22, 2019
Applicant must submit Proposal by 3:30 Pacific Time	July 29, 2019
OFM scoring of proposals	July 31, 2019 – August 23, 2019
OFM announces successful Applicants	August 26, 2019
OFM notifies unsuccessful Applicants	August 26, 2019
Unsuccessful Applicants may request Debriefing until 3:30 Pacific Time	August 30, 2019
OFM holds Debriefing Conferences, if requested	On or about September 4, 2019
Sign Agreements	To be determined

OFM may revise the above schedule.

### **2.3 PRE-PROPOSAL CONFERENCE**

A pre-proposal conference is scheduled to be held on **July 3, 2019, at 1 pm**, Pacific Daylight Time. The location of the pre-proposal conference is Helen Sommers Building, 106 11<sup>th</sup> Ave. SW, Suite 2011, **Olympia**. All prospective Applicants are encouraged to attend; however, attendance is not mandatory. A conference call option will not be available.

OFM will be bound only to OFM written answers to questions. Questions arising at the pre-proposal conference or in subsequent communication with the RFP Coordinator, will be documented and answered in written form, which will be posted to WEBS and on the OFM website.

### **2.4 QUESTIONS AND ANSWERS**

Applicants may e-mail written questions to the RFP Coordinator. Questions will be accepted until the date set forth in the Procurement Schedule. Early submission of questions is encouraged. Questions and answers will be posted by addenda on WEBS. Applicants may only rely on written statements issued by the RFP Coordinator. Any oral communications are unofficial and are not binding on OFM.

### **2.5 SUBMISSION OF PROPOSALS**

The proposal must be **received by the RFP Coordinator** no later than 3:30 pm Pacific Daylight Time, in Olympia, Washington, on July 29, 2019.

Applicants are required to submit proposals as an attachment to an e-mail to the RFP Coordinator at the e-mail address above, on or before the proposal due date and time stated in Section 2.2. The Applicant must identify each document with RFP #19-600 and Title, **2020 Census Education and Outreach**. Attachments to e-mail shall be in Microsoft Word format or PDF. Zipped files cannot be received by OFM and cannot be used for submission of proposals.

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 AGENCY and will not be returned.

### **2.6 REVISIONS TO THE RFP**

In the event it becomes necessary to revise any part of this RFP, addenda will be published on WEBS at <https://fortress.wa.gov/ga/webscust> and on the AGENCY website at [www.ofm.wa.gov](http://www.ofm.wa.gov). For this purpose, the published questions and answers and any other pertinent information shall be provided as an addendum to the RFP and will be placed on WEBS.

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

### **2.7 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE**

Proposals submitted in response to this competitive procurement shall become the property of the AGENCY. All proposals received shall remain confidential until the AGENCY announces the Apparently Successful Applicant, at which time the proposals shall be deemed public records as defined in Chapter 42.56 of the Revised Code of Washington (RCW).

Any information in the proposal that the Applicant desires to claim as proprietary and exempt from disclosure under the provisions of Chapter 42.56 RCW, or other state or federal law that provides for the nondisclosure of your document, must be clearly designated. The information must be clearly identified and the particular exemption from disclosure upon which the Applicant is making the claim



must be cited. Each page containing the information claimed to be exempt from disclosure must be clearly identified by the words "Proprietary Information" printed on the lower right hand corner of the page. Marking the entire proposal exempt from disclosure or as Proprietary Information will not be honored.

If a public records request is made for the information that the Applicant has marked as "Proprietary Information," the AGENCY will notify the Applicant of the request and of the date that the records will be released to the requester unless the Applicant obtains a court order enjoining that disclosure. If the Applicant fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified. If an Applicant obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to Chapter 42.56 RCW, or other state or federal law that provides for nondisclosure, the AGENCY shall maintain the confidentiality of the Applicant's information per the court order.

A charge will be made for copying and shipping, as outlined in RCW 42.56. No fee shall be charged for inspection of contract files, but twenty-four (24) hours' notice to the RFP Coordinator is required. All requests for information should be directed to the RFP Coordinator.

## **2.8 ACCEPTANCE OF RFP TERMS**

The Applicant acknowledges that the submission of a Proposal which includes a signed Applicant Certification and Assurances Form, attached as Exhibit A, constitutes a binding offer that is valid for 60 days from the due date for receipt of proposals.

## **2.9 RESPONSIVENESS**

All proposals will be reviewed by the RFP Coordinator to determine compliance with administrative requirements and instructions specified in this RFP. The Applicant is specifically notified that the AGENCY may reject or withdraw a Proposal at any time as nonresponsive for any of the following reasons:

- a. Incomplete Proposal
- b. Submission of a proposal that proposes services that deviate from the technical requirements set forth in this document
- c. Failure to comply with any part of this RFP or any exhibit to this RFP
- d. Submission of incorrect, misleading, or false information.

The AGENCY also reserves the right at its sole discretion to waive minor administrative irregularities.

## **2.10 CONTRACT AND GENERAL TERMS & CONDITIONS**

The Apparently Successful Applicant will be expected to enter into a contract that will include General Terms and Conditions, attached as Exhibit B. In no event is an Applicant to submit its own standard contract terms and conditions in response to this solicitation.

The Applicant may submit exceptions as allowed in the Certifications and Assurances form, Exhibit A to this solicitation. All exceptions to the contract terms and conditions must be submitted as Track Changes to Exhibit B. Applicant must explain the reason for each requested exception, identifying the language in Exhibit B found problematic, the reason Applicant finds the language to be problematic, and any recommended methods/alternate language of mitigating or limiting the perceived negative consequences. Applicant must also explain why each item proposed as a change to a term is in the state's best interest as a customer and how it will support the state's business objectives. Where terms and conditions cannot be changed and may result in negative consequences on the quality of services or their supply, Applicants are required to recommend methods of mitigating or limiting these negative consequences.

The AGENCY will review requested exceptions and accept or reject the same at its sole discretion. Requested exceptions may be grounds for disqualification from further consideration in the award of a Contract, at the AGENCY's discretion.

## **2.11 COSTS TO PREPARE PROPOSAL**

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

## **2.12 NO OBLIGATION TO CONTRACT**

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

## **2.13 REJECTION OF PROPOSALS**

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

## **2.14 COMMITMENT OF FUNDS**

The Director of the AGENCY or his delegate is the only individual who may legally commit the AGENCY 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.

## **2.15 ELECTRONIC PAYMENT**

The state of Washington prefers to utilize electronic payment in its transactions. The successful contractor will be provided a form to complete with the contract to authorize such payment method.

## **2.16 INSURANCE COVERAGE**

The Contractor is to furnish the Agency with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.

The Contractor shall, at its own expense, obtain and keep in force insurance coverage, which shall be maintained in full force and effect during the term of the contract. The Contractor shall furnish evidence in the form of a Certificate of Insurance that insurance shall be provided, and a copy shall be forwarded to the Agency within fifteen (15) days of the contract effective date.

**Should an applicant find the following insurance requirements to be overly burdensome, the Applicant should include in its Letter of Submittal (Section 3.1 of the RFP) a statement substantiating as such. If Applicant makes no such statement in the Letter of Submittal, the Agency will assume that the Applicant is able to meet the requirements.**

### **a. Liability Insurance**

- 1) Commercial General Liability Insurance: Contractor shall maintain commercial general liability (CGL) insurance and, if necessary, commercial umbrella insurance, with a limit of not less than \$1,000,000 per each occurrence. If CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit. CGL insurance shall be written on ISO occurrence from CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability

assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insureds (cross liability) condition.

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

- 2) **Business Auto Policy:** As applicable, the Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto." Business auto coverage shall be written on ISO form CA 00 01, 1990 or later edition, or substitute liability form providing equivalent coverage.
- b. **Employers Liability ("Stop Gap") Insurance:** In addition, the Contractor shall buy employers liability insurance and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- c. **Additional Provisions.** The above insurance shall include the following provisions:
  - 1) **Additional Insured.** The state of Washington, [agency name], its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrella and property insurance policies. All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the state.
  - 2) **Cancellation.** State of Washington, [agency name], shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications. Insurers subject to 48.18 RCW (Admitted and Regulation by the Insurance Commissioner): The insurer shall give the state 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the state shall be given 10 days advance notice of cancellation. Insurers subject to 48.15 RCW (Surplus lines): The state shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the state shall be given 10 days advance notice of cancellation.
  - 3) **Identification.** Policy must reference the state's contract number and the agency name.
  - 4) **Insurance Carrier Rating.** All insurance and bonds should be issued by companies admitted to do business within the state of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by the Office of Financial Management Risk Manager, or the Risk Manager for the state of Washington, before the contract is accepted or work may begin. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC
  - 5) **Excess Coverage.** By requiring insurance herein, the state 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 the state in this contract.
- d. **Workers' Compensation Coverage.** The Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The state will not be held responsive in any way for claims filed by the Contractor or their employees for services performed under the terms of this contract.

## **2.17 COMPLAINT PROCESS**

This procedure is available to potential Applicants who are contemplating submitting a bid in response to this RFP. Only complaints concerning the following subjects shall be considered:

- A claim that the solicitation unnecessarily restricts competition;
- A claim the solicitation evaluation or scoring process is unfair or flawed, or
- A claim the solicitation requirements are inadequate or insufficient to prepare a response.

Applicants complaining about this procurement shall follow the procedures described below. Complaints that do not follow these procedures shall not be considered. If an Applicant registers a complaint against this solicitation, the complaint cannot be raised again during the protest period.

All complaints must be in writing and signed by the complaining party or an authorized Agent. The complaint must be sent to the Procurement Coordinator, or designee by the date set forth in the Procurement Schedule and must clearly articulate the basis for the complaint. The Applicant submitting the complaint must also include a proposed remedy.

Upon receipt of a complaint, a complaint review will be held by the AGENCY. The AGENCY procurement coordinator will respond to complaints in writing and the AGENCY director will be notified of all complaints and provided a copy of the AGENCY'S response. A copy of the response to the complaint, including any changes to the solicitation, will also be posted to WEBS.

The complaint process does not include an appeal process.

### 3. PROPOSAL CONTENTS

Proposals must be written in English and submitted electronically to the RFP Coordinator in the order noted below:

- 3.1 Administrative Requirements;
- 3.2 Technical Proposal;
- 3.3 Management Proposal; and
- 3.4 Budget Proposal

Proposals must provide information in the same order as presented in this document with the same headings. Following this instruction will not only be helpful to the evaluators of the proposal, but should assist the Applicant in preparing a thorough response.

#### 3.1. ADMINISTRATIVE REQUIREMENTS (Section 1 of Proposal)

- a. **Letter of Submittal.** Applicants must include a signed Letter of Submittal on Applicant's official business letterhead as the first page. Signing the Letter of Submittal indicates that the Applicant accepts the terms and conditions of the RFP.
  - 1) Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom contract would be written.
  - 2) The name of the contact person for this RFP.
  - 3) Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.)
  - 4) Legal status of the Applicant (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.
  - 5) 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. If the Applicant does not have a UBI number, the Applicant must state that it will become licensed in Washington within thirty (30) calendar days of being selected as the Apparently Successful Applicant.
  - 6) Location of the facility from which the Applicant would operate.
  - 7) Identify any state employees or former state employees employed or on the firm's governing board as of the date of the proposal. Include their position and responsibilities within the Applicant's organization. If following a review of this information, it is determined by the AGENCY that a conflict of interest exists, the Applicant may be disqualified from further consideration for the award of a contract.
  - 8) A list of all RFP addenda downloaded by the Applicant from WEBS and listed in order by addenda number and date. If there are no RFP addenda, the Applicant must include a statement to that effect.
  - 9) A statement substantiating that the person who signs the letter is authorized to contractually bind the Applicant's firm.
  - 10) A statement substantiating that the Applicant meets all of the Minimum Qualifications as listed in Section 1.3, Minimum Qualifications.

- 11) Identification of the page numbers on the Applicant's Proposal that are marked "Proprietary Information".
- 12) If the Applicant or any subcontractor contracted with the state of Washington during the past 24 months, indicate the name of the agency, the contract number and project description and/or other information available to identify the contract.
- 13) If the Applicant's staff or subcontractor's staff was an employee of the state of Washington during the past 24 months, or is currently a Washington State employee, identify the individual by name, the agency previously or currently employed by, job title or position held and separation date.
- 14) If the Applicant 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 Applicant'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 Applicant was in default.
- 15) Submit full details of the termination for default including the other party's name, address, and phone number. Present the Applicant's position on the matter. The AGENCY 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 Applicant in the past five years, so indicate.

**b. Applicant Certification and Assurances Form**

Applicants must submit a completed Applicant Certification and Assurances Form, Exhibit A. Please sign and include any attachments that are necessary. Failure to submit a signed Applicant Certification and Assurances Form may result in disqualification.

**c. Identification of Applicant Category and Population**

On a discrete page following the Letter of Submittal, Applicants must:

**1) Indicate the funding opportunity of interest:**

- Small applicant (up to \$50,000), targeting a small, focused population or group; or
- Large applicant (up to \$250,000), targeting multicultural, multilingual, and/or multi-geographical populations; or
- Joint applicant, proposal a strategy for targeting a wide swath of population with multiple approaches over the entire length of the project period.

**2) Identify which Population/Community your proposal seeks to address.**

- Communities of color  
Specify: \_\_\_\_\_
- Immigrant and refugee communities  
Specify: \_\_\_\_\_
- Indigenous people  
Specify: \_\_\_\_\_
- Low-income persons

- Persons experiencing homelessness  
Specify: \_\_\_\_\_
  
- Persons with mental or physical disabilities  
Specify: \_\_\_\_\_
  
- Rural communities  
Specify: \_\_\_\_\_
  
- LGBTQIA persons  
Specify: \_\_\_\_\_
  
- Young persons (18 years old and younger)  
Specify: \_\_\_\_\_
  
- Complete Count Committee/ Overall Coordination
  
- Other  
Specify: \_\_\_\_\_

3) **Location.** Where will the work included in this proposal take place? (Name cities, counties, neighborhoods as appropriate)

### 3.2. TECHNICAL PROPOSAL (Section 2 of Proposal)

General Requirements: In this section of the Proposal, the Applicant is to provide a description of the proposed project, which is consistent with the goals and objectives set forth in Section 1.2 Objectives and Scope of Work, and demonstrates the Applicant's understanding of the skills and resources required to successfully accomplish the objectives of the project and assure timely completion of deliverables.

Identification of Sections. Please identify each section of the technical proposal so that it corresponds to the three requirements defined below in bold. *The section must be labeled as indicated in bold and must begin with a restatement of the requirement, followed by the Applicant's response.* Reference to another section will not suffice as each section must stand-alone.

Attachments. Attachments must be labeled and clearly indicate to which requirement it refers.

Points Awarded for Requirements. The number in parentheses after each requirement description represents the maximum number of points that may be awarded for the Applicant's response to that requirement.

- a. **Project Approach:** Include a complete description of your proposed strategy to achieve the objectives listed in Section 1.2. The description should demonstrate a clear understanding of the Applicant's proposed project objectives, as well as a clear understanding of the proposed populations and locations being targeted, the special challenges these groups face, and the general plan to overcome these obstacles.

*(20 points possible)*

- b. **Work Plan and Schedule:** Include all proposed tasks, services, activities, etc. necessary to fulfill the proposed strategy. Applicant must provide sufficient detail to convey to members of the evaluation team the Applicant's knowledge of the subjects and skills necessary to successfully complete the project. The Applicant may also present any creative approaches that might be appropriate and may provide any pertinent supporting documentation. This section should include a project schedule clearly indicating the dates on which each individually proposed activity will be conducted and completed (the Applicant may choose to submit a matrix to describe the project schedule). The section should also:

- 1) Describe how the Applicant plans to build on work already done in this field or close to completion.
- 2) Indicate any plans the Applicant has to coordinate and cooperate with federal, state, local or tribal governments, and other nonprofits and entities in order to maximize outcomes in the most efficient way, while respecting the state's diverse populations.
- 3) Identify specific activities or strategies (if any) that will be undertaken in response to real-time information about response rates.
- 4) Provide details of any existing work on the 2020 Census being conducted with other funding and describe how the distinct OFM-paid deliverables will fit into that work.

*(30 points possible)*

- c. **Outcomes and Deliverables:** Describe the impacts/outcomes the Applicant proposes to achieve as a result of providing these services including how the impacts would be monitored, measured and reported to OFM. Describe deliverables to be submitted under the proposed contract. Deliverables must support the parameters set forth in Section 1.2, Objectives and Scope of Work.

*(20 points possible)*



### 3.3 MANAGEMENT PROPOSAL (Section 3 of Proposal)

General Requirements: In this section of the proposal, the Applicant is to discuss project organization and the knowledge, skills, abilities, and experience of the proposed team members and organizations. The contract resulting from this procurement will require that any change in key staff (as identified in Applicant's response to this procurement) be subject to prior OFM acceptance. The contract will also provide that OFM may request that Applicant remove selected staff on one (1) day's notice and provide replacement staff without impacting the schedule.

Identification of Sections. Please identify each section of the technical proposal so that it corresponds to the three requirements defined below in bold. *The section must be labeled as indicated in bold and must begin with a restatement of the requirement, followed by the Applicant's response.* Reference to another section will not suffice as each section must stand-alone.

Attachments. Attachments must be labeled and clearly indicate to which requirement it refers.

Points Awarded for Requirements. The number in parentheses after each question or requirement represents the maximum number of points that may be awarded for the Applicant's response to that requirement.

#### a. Project Management

- 1) **Project Team Structure/Internal Controls:** Provide a description of the proposed project team structure, including any subcontractors.
- 2) **Staff Qualifications/Experience:** Identify staff, including subcontractors, who will be assigned to the potential contract, indicating the responsibilities and qualifications of each person. Consider providing resumes for the named staff.  
*(15 points possible)*
- 3) **For Joint Proposals Only:** Describe the overall structure of the coalition. Include the role of the Prime Applicant and the contributions of the coalition partners/subcontractors to the broader strategy.

*(25 points possible)*

#### b. Experience

- 1) Indicate the experience the Applicant and any subcontractors have in the following areas:
  - a) Establishing strong connection to the community or communities that will be mobilized
  - b) Encouraging civic action and participation
  - c) Managing projects with a similar level of complexity
  - d) As part of this process, the Applicant should describe a successful project conducted in the last five years that demonstrates the above experience and explain how success was measured.

Indicate other relevant experience that demonstrates the qualifications of the Applicant and any subcontractors to carry out the proposed work. Include a list of contracts or grants within the last five years that best illustrate the Applicant's ability to perform the services needed under this RFP and a separate list of funding received from other sources related to Census 2020 activities. These lists should provide detail about source of funding, amount of funding, contract period of performance, and key deliverables.

*(25 points possible)*

**3.4 BUDGET PROPOSAL (Section 4 of Proposal)**

Identify in U.S. dollars all costs required for performing the tasks and requirements necessary to accomplish the objectives and scope of work as identified in Section 3.2, Technical Proposal. The fully detailed budget should be organized according to the outcomes and deliverables described in Sections 3.2 b. and 3.2 c., breaking out the related costs associated with each deliverable. The format below should be used.

Deliverable/Activity		\$XX,XXXX
Cost component	\$x,xxx	
Cost component	\$x,xxx	
Cost component	\$x,xxx	
Cost component	\$x,xxx	

*(30 points possible)*

## 4. EVALUATION AND CONTRACT AWARD

### 4.1. EVALUATION PROCEDURE

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this RFP and any addenda issued. An evaluation team(s) to be designated by OFM shall consensus score each proposal.

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

### 4.2. EVALUATION AND SCORING

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

Technical Proposal	70 points
Management Proposal	65 points
Budget Proposal	30 points
<hr/>	
TOTAL	165 points (maximum)

Proposals must score at least 100 points to be considered for funding.

OFM reserves the right to award the contracts to the Applicants whose proposals are deemed to be in the best interest of OFM and the state of Washington.

As part of final funding decisions for proposals scoring over 100 points, OFM will also consider factors like geography, cultural and linguistic diversity of communities, and types of activities proposed to ensure a diversity of approaches are funded through the multiple grants available under this program.

### 4.3 FINAL DETERMINATION OF APPARENTLY SUCCESSFUL APPLICANTS

OFM program staff and/or management may conduct a final review of the evaluation and scoring of finalist(s).

In this final review, OFM may consider past or current performance of any OFM contracts by a finalist(s), and any experience of the program or OFM in working with a finalist(s) under any past or current contract with OFM.

In doing so, OFM management shall be guided, but not bound, by the scores awarded by the evaluators. Program staff and OFM management shall determine which Proposals reviewed during this final selection process will best meet the needs of OFM and, specifically, the needs of OFM.

Any Applicant who would be an Apparently Successful Applicant based on the scores awarded by the evaluators, and who is not selected, shall be provided, upon request, the reasons why OFM selected an Applicant with a lower final score.

### 4.4 NOTIFICATION TO APPLICANTS

OFM will notify the Apparently Successful Applicants of their selection in writing upon completion of the evaluation process. Individuals or firms whose proposals were not selected for further negotiation or award will be notified separately by e-mail.

#### **4.5 DEBRIEFING OF UNSUCCESSFUL APPLICANTS**

Any Applicant who has submitted a proposal and been notified that they were not selected for contract award may request a debriefing. The request for a debriefing conference must be received by the RFP Coordinator no later than 3:30 pm, local time, in Olympia, Washington on the date as specified in Section 2.2 of this RFP.

Discussion at the debriefing conference will be limited to the following:

- Evaluation and scoring of the Applicant's proposal;
- Critique of the proposal based on the evaluation;
- Review of Applicant's final score in comparison with other final scores without identifying the other Applicants.

Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one hour.

#### **4.6 PROTEST PROCEDURE**

Protests may be made only by Applicants who submitted a response to this solicitation document and participated in a debriefing conference. Upon completing the debriefing conference, the Applicant is allowed five (5) business days to file a protest of the acquisition with the RFP Coordinator. Protests must be received by the RFP Coordinator no later than 5:00pm, local time, in Olympia, Washington on the fifth business day following the debriefing. Protests may be submitted by e-mail, but must then be followed by the document with an original signature.

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

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

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 an evaluator;
- Errors in computing the score;
- Non-compliance with procedures described in the RFP or OFM policy.

Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as: 1) an evaluator's professional judgment on the quality of a proposal, or 2) OFM's assessment of its own and/or other agencies needs or requirements.

Upon receipt of a protest, a protest review will be held by OFM. The OFM Director or an employee delegated by the Director who was not involved in the procurement will consider the record and all available facts and issue a decision within five (5) business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may affect the interest of another Applicant that also submitted a proposal, such Applicant 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 OFM's action; or
- Find only technical or harmless errors in OFM's acquisition process and determine OFM to be in substantial compliance and reject the protest; or
- Find merit in the protest and provide OFM options, which may include:
  - Correct the errors and re-evaluate all proposals, and/or
  - Reissue the solicitation document and begin a new process, or
  - Make other findings and determine other courses of action as appropriate.

If OFM determines that the protest is without merit, OFM will enter into contracts with the Apparently Successful Applicants. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

**CERTIFICATIONS AND ASSURANCES**

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

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by OFM without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
4. In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. If there are exceptions to these assurances, I/we have described them in full detail on a separate page attached to this document.
5. I/we understand that OFM will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of OFM, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6. Unless otherwise required by law, the prices and/or cost data that have been submitted have not been knowingly disclosed by the Applicant and will not knowingly be disclosed by him/her prior to opening, directly or indirectly, to any other Applicant or to any competitor.
7. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
8. No attempt has been made or will be made by the Applicant to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
9. I/we grant OFM the right to contact references and others who may have pertinent information regarding the ability of the Applicant and the lead staff person to perform the services contemplated by this RFP.
10. If any staff member(s) who will perform work on this contract has retired from the State of Washington under the provisions of the 2008 Early Retirement Factors legislation, his/her name(s) is noted on a separately attached page.

We (circle one) **are** / **are not** submitting proposed Contract exceptions. (See Section 2.10, Contract and General Terms and Conditions.) If Contract exceptions are being submitted, I/we have attached them to this form.

**On behalf of the Applicant submitting this proposal, my name below attests to the accuracy of the above statement. We are submitting a scanned signature of this form with our proposal.**

---

Signature of Proposer

---

Title

---

Date

**GENERAL TERMS AND CONDITIONS**

**1. DEFINITIONS**

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

- a. "AGENCY" shall mean the Office of Financial Management of the State of Washington, any division, section, office, unit or other entity of the AGENCY, or any of the officers or other officials lawfully representing that AGENCY.
- b. "AGENT" shall mean the Director, and/or the delegate authorized in writing to act on the Director's behalf.
- c. "CONTRACTOR" shall mean that firm, provider, organization, individual or other entity performing service(s) under this contract, and shall include all employees of the CONTRACTOR.
- d. "SUBCONTRACTOR" shall mean one not in the employment of the CONTRACTOR, who is performing all or part of those services under this contract under a separate contract with the CONTRACTOR. The terms "SUBCONTRACTOR" and "SUBCONTRACTORS" means SUBCONTRACTOR(s) in any tier.

**2. ACCESS TO DATA**

In compliance with RCW 39.26.180(2), 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.

**3. 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.

**4. AMENDMENTS**

With the exception of administrative changes, 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. In the case of administrative changes, both parties agree that changes can be memorialized by letter.

**5. 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.

**6. 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.

**7. 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.

**8. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

The CONTRACTOR shall not use or disclose any information concerning the AGENCY, 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, or as may be required by law.

**9. 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.



## **10. COPYRIGHT PROVISIONS**

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

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

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

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

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

## **11. 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 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.

## **12. DEBARMENT: CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION—PRIMARY AND LOWER TIER COVERED TRANSACTIONS**

- a. Contractor, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
  - 2) Have not within a three-year period preceding this Contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  - 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
  - 4) Have not within a three-year period preceding the signing of this Contract had one or more public transactions (Federal, State, or local) terminated for cause of default.
- b. Where the Contractor is unable to certify to any of the statements in this Contract, the Contractor shall attach an explanation to this Contract.
- c. The Contractor agrees by signing this Contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by AGENCY.
- d. The Contractor further agrees by signing this Contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

#### LOWER TIER COVERED TRANSACTIONS

- 1) The lower tier contractor certifies, by signing this Contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2) Where the lower tier contractor is unable to certify to any of the statements in this Contract, such contractor shall attach an explanation to this Contract.

- e. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact AGENCY for assistance in obtaining a copy of these regulations.

### **13. DISALLOWED COSTS**

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

### **14. 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.

- a. 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 3 working calendar days after the parties agree that they cannot resolve the dispute.
- b. The respondent shall send a written answer to the requester's statement to both the agent and the requester within 5 working calendar days.
- c. 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.
- d. 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.

### **15. DUPLICATE PAYMENT**

The AGENCY 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.

### **16. 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.

#### **17. INDEMNIFICATION**

To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend, and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim," as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom.

CONTRACTOR'S obligations to indemnify, defend, and hold harmless includes any claim by CONTRACTORS' agents, employees, representatives, or any subcontractor or its employees.

CONTRACTOR expressly agrees to indemnify, defend, and hold harmless the State 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 the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

CONTRACTOR waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

#### **18. INDEPENDENT CAPACITY OF THE CONTRACTOR**

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

#### **19. 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, AGENCY may collect from the CONTRACTOR the full amount payable to the Industrial Insurance accident fund. The AGENCY may deduct the amount owed by the CONTRACTOR to the accident fund from the amount payable to the CONTRACTOR by the AGENCY under this contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the CONTRACTOR.

## **20. 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.

## **21. LIMITATION OF AUTHORITY**

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

## **22. 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.

## **23. NONDISCRIMINATION**

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

## **24. 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.

## **25. PUBLICITY**

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

## **26. 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.

CONTRACTOR shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by the AGENCY, personnel duly authorized by the AGENCY, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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

## **27. 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.

## **28. 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.

## **29. 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.

## **30. 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.

## **31. SITE SECURITY**

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

### **32. 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 Department for any breach in the performance of the contractor's duties. This clause does not include contracts of employment between the contractor and personnel assigned to work under this contract.

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.

### **33. 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.

### **34. TERMINATION DUE TO CHANGE IN FUNDING**

If the funds OFM relied upon to establish this Contract are withdrawn or reduced, or if additional or modified conditions are placed on such funding, OFM may immediately terminate this Contract by providing written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.

### **35. 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.

### **36. 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.

### **37. 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:

- a. Stop work under the contract on the date, and to the extent specified, in the notice;
- b. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- c. 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;



- d. 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;
- e. 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;
- f. Complete performance of such part of the work as shall not have been terminated by the AGENT; and
- g. 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.

**38. TREATMENT OF ASSETS**

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. The CONTRACTOR shall surrender to the AGENCY all property of the AGENCY prior to settlement upon completion, termination or cancellation of this contract
- f. All reference to the CONTRACTOR under this clause shall also include CONTRACTOR'S employees, agents or SUBCONTRACTORS.

**39. U.S. Department of Treasury, Office of Foreign Assets Control**

The agency complies with U.S. Department of the Treasury, Office of Foreign Assets Control (OFAC) payment rules. OFAC prohibits financial transactions with individuals or organizations, which have been placed on the OFAC Specially Designated Nationals (SDN) and Blocked Persons sanctions list located at <http://www.treas.gov/offices/enforcement/ofac/index.html>. Compliance with OFAC payment rules ensures that the agency does not conduct business with individuals or organizations that have been determined to be supporters of terrorism and international drug dealing or that pose other dangers to the United States.

Prior to making payment to individuals or organizations, the agency will download the current OFAC SDN file and compare it to agency and statewide vendor files. In the event of a positive match, the agency reserves the right to: (1) make a determination of “reasonability” before taking the positive match to a higher authority, (2) seek assistance from the Washington State Office of the State Treasurer (OST) for advanced assistance in resolving the positive match, (3) comply with an OFAC investigation, if required, and/or (4) if the positive match is substantiated, notify the contractor in writing and terminate the contract according to the Termination for Convenience provision without making payment. The agency will not be liable for any late payment fees or missed discounts that are the result of time required to address the issue of an OFAC match.

**40. 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.

**41. WAGE THEFT CERTIFICATION**

Contractor certifies by signing this agreement that, to the best of its knowledge and belief, they have 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 date of the above-referenced procurement solicitation date.

