NOTE: You are responsible for sending your name, address, e-mail address, and telephone number to the RFP Coordinator in order for your organization to receive any RFP amendments or Proposer questions/COMMERCE answers.

RFP TITLE: Financial Feasibility Review (the “Review”) of the Washington State Convention Center Expansion Project (the “Project”).

PROPOSAL DUE DATE: Tuesday, May 26, 2015, 5:00 PM, Pacific Daylight Time

E-mailed bids will be accepted. Faxed or hard copy bids will not.

ESTIMATED TIME PERIOD FOR CONTRACT: July 1, 2015 – December 31, 2015

COMMERCE reserves the right to extend the contract for up to two additional one-year periods at COMMERCE’s sole discretion.

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

CONTENTS OF THE REQUEST FOR PROPOSALS:

1. Introduction
2. General Information for Consultants
3. Proposal Contents
4. Evaluation and Award
5. Exhibits
   A. Certifications and Assurances
   B. Service Contract with General Terms and Conditions
   C. RCW 36.100.025
   D. Washington State Convention Center (WSCC) Expansion Project Scope
   E. WSCC Expansion Project Document Links
# TABLE OF CONTENTS

1. Introduction .................................................................................................................. 3
   1.1 Purpose and Background ....................................................................................... 3
   1.2 Objective and Scope of Work .............................................................................. 3
   1.3 Minimum Qualifications ...................................................................................... 4
   1.4 Funding .................................................................................................................. 4
   1.5 Period of Performance .......................................................................................... 4
   1.6 Current or Former State Employees ................................................................. 4
   1.7 Definitions ............................................................................................................ 4
   1.8 ADA ....................................................................................................................... 5

2. General Information for Consultants .......................................................................... 6
   2.1 RFP Coordinator .................................................................................................. 6
   2.2 Estimated Schedule of Procurement Activities .............................................. 6
   2.3 Submission of Proposals ..................................................................................... 6
   2.4 Proprietary Information/Public Disclosure .................................................... 7
   2.5 Revisions to the RFP .......................................................................................... 7
   2.6 Minority & Women-Owned Business Participation ........................................ 8
   2.7 Acceptance Period .............................................................................................. 8
   2.8 Complaint Process .............................................................................................. 8
   2.9 Responsiveness ................................................................................................... 8
   2.10 Most Favorable Terms ..................................................................................... 9
   2.11 Contract and General Terms & Conditions ................................................... 9
   2.12 Costs to Propose ............................................................................................... 9
   2.13 No Obligation to Contract ............................................................................... 9
   2.14 Rejection of Proposals .................................................................................... 9
   2.15 Commitment of Funds ..................................................................................... 9
   2.16 Electronic Payment .......................................................................................... 9
   2.17 Insurance Coverage ......................................................................................... 9

3. Proposal Contents ........................................................................................................ 12
   3.1 Letter of Submittal .............................................................................................. 12
   3.2 Technical Proposal ............................................................................................. 13
   3.3 Management Proposal ....................................................................................... 14
   3.4 Cost Proposal ..................................................................................................... 16

4. Evaluation and Contract Award .................................................................................... 17
   4.1 Evaluation Procedure ......................................................................................... 17
   4.2 Evaluation Weighting and Scoring ..................................................................... 17
   4.3 Oral Presentations may be Required .................................................................. 17
   4.4 Notification to Proposers ................................................................................... 18
   4.5 Debriefing of Unsuccessful Proposers ............................................................. 18
   4.6 Protest Procedure ............................................................................................... 18

5. RFP Exhibits ................................................................................................................ 19
   Exhibit A Certifications and Assurances ................................................................ 20
   Exhibit B Service Contract Format including General Terms and Conditions (GT&Cs) .............................................................................................................. 21
   Exhibit C RCW 36.100.025 ..................................................................................... 37
   Exhibit D Washington State Convention Center (WSCC) Expansion Project Scope .... 38
INTRODUCTION

1. PURPOSE AND BACKGROUND

The Washington State Department of Commerce, hereafter called “COMMERCE,” is initiating this Request for Proposals (RFP) to solicit proposals from firms interested in participating in conducting an independent financial feasibility Review of the proposed expansion of the Washington State Convention Center (WSCC).

RCW 36.100.025 (Exhibit C) requires COMMERCE to contract with an independent entity (“Contractor”) to “examine the potential costs to be incurred by the public facilities district and the adequacy of revenues or expected revenues to meet those costs” prior to the formation of a public facilities district (PFD), or the issuance of indebtedness, or long-term lease, purchase, or development of a facility by a PFD.

The Washington State Convention Center Public Facilities District (WSCC PFD) owns and operates the WSCC, and is evaluating the viability of developing a very substantial addition to existing facilities on property located generally to the northeast of the current convention center. For its expansion, the WSCC PFD is contemplating both the issuance of indebtedness and the development of a facility as described in RCW 36.100.025; accordingly, the WSCC PFD has requested that COMMERCE complete an independent financial feasibility Review of the Project.

The financial feasibility Review of the expansion Project is anticipated to consist of two phases: Phase I will review the issuance of indebtedness for the purpose of acquiring land for the expansion project. Phase II will review the PFD’s plan to construct, develop, and issue new indebtedness for the proposed expansion Project. For additional detail on the Project, timeline, and anticipated financing structure, please see Exhibits D and E.

COMMERCE expects to award one contract to provide the services described in this RFP for both Phase I and Phase II; however COMMERCE may choose to award separate contracts for each phase as discussed further herein.

1.2 OBJECTIVES AND SCOPE OF WORK

The objective of the contract resulting from this RFP is to complete a two-phase financial feasibility Review of the proposed WSCC expansion. The financial feasibility Review must be independent and timely. The Review will consist of examining the anticipated expenditures that will be made by the WSCC PFD to complete the expansion, as well as the adequacy of revenues and anticipated revenues to meet those costs.

The Contractor will review the WSCC PFD’s records regarding the expansion Project, including materials such as previous financial feasibility studies and revenue projections, interlocal agreements, financial statements, financing plans, etc., and will determine whether there is a sufficient basis on which to conduct an independent review of the financial feasibility of the Project.

Phase 1 is expected to commence immediately upon execution of a contract between COMMERCE and the Contractor, and to be completed within approximately 90 days. The Phase I Review will cover costs and debt acquisition for the purpose of acquiring several parcels of land adjacent to the current WSCC campus upon which to develop the expansion, and the adequacy of revenues or expected revenues to meet those costs.

Phase II may run in part concurrently with Phase I, and will be completed by approximately December 31, 2015. The Phase II Review will cover development and operating plans for the expansion, anticipated debt issuances, and the adequacy of revenues or expected revenues to meet those costs.
Proposers on this RFP may propose completing either Phase separately; or may propose completing both phases. Contractors may subcontract for one or more element of the Review.

1.3 MINIMUM QUALIFICATIONS

The bidding is open to individuals or organizations that meet the following minimum criteria:

- 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 the Apparently Successful Contractor.
- A minimum of five (5) years of experience providing independent financial analysis related to municipal indebtedness.
- At least three (3) non-Proposer owned customer references for whom the Proposer has provided similar services during the past ten years preceding the bid due date.

Proposers who do not meet these minimum qualifications shall be deemed to be non-responsive and will not be evaluated and no score will be assigned.

1.4 PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about July 1, 2015, and to end on December 31, 2015. Amendments extending the period of performance, if any, shall be at the sole discretion of COMMERCE.

COMMERCE reserves the right to extend the contract for two one-year periods.

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:

**Apparent Successful Contractor** – The consultant selected as the entity to perform the anticipated services, subject to completion of contract negotiations and execution of a written contract.

**Consultant** – Individual or company interested in the RFP and that may or does submit a proposal in order to attain a contract with COMMERCE.

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

**COMMERCE** – The Department of Commerce is the agency of the state of Washington that is issuing this RFP.

**Project** – The Washington State Convention Center Expansion Project that will be reviewed.

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

**Proposer** – Individual or company that submits a responsive proposal in order to attain a contract with COMMERCE.
Request for Proposals (RFP) – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFP is to permit the consultant community to suggest various approaches to meet the need at a given price.

Review – The financial feasibility Review of the Washington State Convention Center’s Expansion Project, for which this RFP has been issued.

1.7 ADA

COMMERCE complies with the Americans with Disabilities Act (ADA). Consultants may contact the RFP Coordinator to receive this Request for Proposals in Braille or on tape.
2. GENERAL INFORMATION FOR CONSULTANTS

2.1. RFP COORDINATOR

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Liz Green-Taylor</th>
</tr>
</thead>
<tbody>
<tr>
<td>E-Mail Address</td>
<td><a href="mailto:Elizabeth.green-taylor@commerce.wa.gov">Elizabeth.green-taylor@commerce.wa.gov</a></td>
</tr>
<tr>
<td>Mailing Address</td>
<td>PO Box 42525</td>
</tr>
<tr>
<td></td>
<td>Olympia, WA 98504-2525</td>
</tr>
<tr>
<td>Physical Address</td>
<td>1011 Plum St. SE</td>
</tr>
<tr>
<td>for Delivery</td>
<td>Olympia, WA 98501</td>
</tr>
<tr>
<td>Phone Number</td>
<td>360-725-5036</td>
</tr>
</tbody>
</table>

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

2.2. ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

<table>
<thead>
<tr>
<th>Activity</th>
<th>Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue Request for Proposals</td>
<td>May 1, 2015</td>
</tr>
<tr>
<td>Question &amp; answer period</td>
<td>May 4-15, 2015</td>
</tr>
<tr>
<td>Issue last addendum to RFP</td>
<td>May 18, 2015</td>
</tr>
<tr>
<td>Proposals due</td>
<td>May 26, 2015 by 5:00 pm PDT</td>
</tr>
<tr>
<td>Evaluate proposals</td>
<td>May 27 – June 1, 2015</td>
</tr>
<tr>
<td>Conduct oral interviews with finalists, if required</td>
<td>June 1-3, 2015</td>
</tr>
<tr>
<td>Announce “Apparent Successful Contractor” and send notification via e-mail to unsuccessful proposers</td>
<td>June 4, 2015</td>
</tr>
<tr>
<td>Hold debriefing conferences (if requested)</td>
<td>June 10-12, 2015</td>
</tr>
<tr>
<td>Negotiate contract</td>
<td>June 24-30, 2015</td>
</tr>
<tr>
<td>Begin contract work</td>
<td>July 1, 2015</td>
</tr>
</tbody>
</table>

COMMERCE reserves the right to revise the above schedule.

2.3 SUBMISSION OF PROPOSALS

**ELECTRONIC PROPOSALS:**
The proposal must be received by the RFP Coordinator no later than 5:00 pm, Pacific Daylight Time, on **Tuesday, May 26, 2015.**
Proposals must be submitted electronically as an attachment or attachments to an e-mail to the RFP Coordinator, at the e-mail address listed in Section 2.1. Attachments to e-mail shall be in Microsoft Word format or PDF. Zipped files cannot be received by COMMERCE and cannot be used for submission of proposals. The cover submittal letter and the Certifications and Assurances form must have a scanned signature of the individual within the organization authorized to bind the Consultant to the offer. COMMERCE does not assume responsibility for problems with Consultant’s e-mail. If COMMERCE e-mail is not working, appropriate allowances will be made.

Proposals may not be transmitted using facsimile transmission.

Consultants should allow sufficient time to ensure timely receipt of the proposal by the RFP Coordinator. Late proposals will not be accepted and will be automatically disqualified from further consideration, unless COMMERCE e-mail is found to be at fault. All proposals and any accompanying documentation become the property of COMMERCE and will not be returned.

**NOTE:** For electronic submissions, if supplemental material file sizes are too large to e-mail, they may be submitted on a CD ROM or thumb drive, or by contacting the RFP manager to discuss submission via COMMERCE’s secure FTP site. All parts of the proposal plus supplemental materials must be received by COMMERCE by the RFP submission deadline, regardless of submission method.

### 2.4 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

Proposals submitted in response to this competitive procurement shall become the property of COMMERCE. All proposals received shall remain confidential until the Apparent Successful Contractor is announced; thereafter, 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 Consultant 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 Consultant 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 Consultant has marked as "Proprietary Information," COMMERCE will notify the Consultant of the request and of the date that the records will be released to the requester unless the Consultant obtains a court order enjoining that disclosure. If the Consultant fails to obtain the court order enjoining disclosure, COMMERCE will release the requested information on the date specified. If a Consultant 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, COMMERCE shall maintain the confidentiality of the Consultant’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.

### 2.5 REVISIONS TO THE RFP

In the event it becomes necessary to revise any part of this RFP, addenda will be provided via e-mail to all individuals who have made the RFP Coordinator aware of their interest. Addenda will also be
published on Washington’s Electronic Bid System (WEBS). The website can be located at https://fortress.wa.gov/ga/webs/. 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 the website.

You are responsible for sending your name, e-mail address, and telephone number to the RFP Coordinator in order for your organization to receive any RFP addenda.

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

2.6 MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

In accordance with chapter 39.19 RCW, the state of Washington encourages participation in all of its contracts by firms certified by the Office of Minority and Women’s Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation or on a subcontractor basis. However, no preference will be included in the evaluation of proposals, no minimum level of MWBE participation shall be required as a condition for receiving an award and proposals will not be rejected or considered non-responsive on that basis.

The established annual procurement participation goals for MBE is 10% and for WBE, 4%, for this type of solicitation. These goals are voluntary. For information on certified firms, consultants may contact OMWBE at 360/753-9693 or http://www.omwbe.wa.gov.

2.7 ACCEPTANCE PERIOD

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

2.8 COMPLAINT PROCESS

Vendors may submit a complaint to COMMERCE based on any of following:

a) The solicitation unnecessarily restricts competition;
b) The solicitation evaluation or scoring process is unfair; or
c) The solicitation requirements are inadequate or insufficient to prepare a response.

A complaint may be submitted to COMMERCE at any time prior to 5 days before the bid response deadline. The complaint must meet the following requirements:

a) The complaint must be in writing;
b) The complaint must be sent to the RFP coordinator in a timely manner;
c) The complaint should clearly articulate the basis for the complaint; and
d) The complaint should include a proposed remedy.

The RFP coordinator will respond to the complaint in writing. The response to the complaint and any changes to the solicitation will be posted on WEBS. The Director of COMMERCE will be notified of all complaints and will be provided a copy of COMMERCE’S response. The complaint may not be raised again during the protest period. COMMERCE’S action or inaction in response to the complaint will be final. There will be no appeal process.

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

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

2.10 MOST FAVORABLE TERMS

COMMERCE 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 procedure. COMMERCE does reserve the right to contact a Consultant for clarification of its proposal.

The Apparent Successful Contractor should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some, or all, of the Consultant’s proposal. It is understood that the proposal will become a part of the official procurement file on this matter without obligation to COMMERCE.

2.11 CONTRACT AND GENERAL TERMS & CONDITIONS

The apparent successful contractor will be expected to enter into a contract which is substantially the same as the sample contract and its general terms and conditions attached as Exhibit B. In no event is a Consultant to submit its own standard contract terms and conditions in response to this solicitation. The Consultant may submit exceptions as allowed in the Certifications and Assurances form, Exhibit A to this solicitation. All exceptions to the contract terms and conditions must be submitted as an attachment to Exhibit A, Certifications and Assurances form. COMMERCE will review requested exceptions and accept or reject the same at its sole discretion.

2.12 COSTS TO PROPOSE

COMMERCE 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.

2.13 NO OBLIGATION TO CONTRACT

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

2.14 REJECTION OF PROPOSALS

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

2.15 COMMITMENT OF FUNDS

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

2.17 INSURANCE COVERAGE

The Contractor is to furnish COMMERCE 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 COMMERCE within fifteen (15) days of the contract effective date.

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.

3. **Employers Liability.** (“Stop Gap”) Insurance: In addition, the Contractor shall buy employers liability insurance and, if necessary, commercial umbrella liability insurance with limits not less than $1,000,000 each accident for bodily injury by accident or $1,000,000 each employee for bodily injury by disease.

Additional Provisions

Above insurance policy shall include the following provisions:

1. **Additional Insured.** The state of Washington, Department of Commerce, 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, Department of Commerce, 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 Department of Commerce 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.

**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.
3. PROPOSAL CONTENTS

Proposals must be submitted electronically (by email or other electronic media). COMMERCE will not accept faxed submissions.

**NOTE:** For electronic submissions, if supplemental material file sizes are too large to e-mail, they may be submitted on a CD ROM or thumb drive, or by contacting the RFP manager to discuss submission via COMMERCE’s secure FTP site. All parts of the proposal plus supplemental materials must be received by COMMERCE by the RFP submission deadline, regardless of submission method.

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

1. Letter of Submittal, including signed Certifications and Assurances (Exhibit A to this RFP);
2. Technical Proposal;
3. Management Proposal; and,

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

Items marked “mandatory” must be included as part of the proposal for the proposal to be considered responsive; however, these items are not scored. Items marked “scored” are those that are awarded points as part of the evaluation conducted by the evaluation team.

3.1. LETTER OF SUBMITTAL (MANDATORY)

The Letter of Submittal and the attached Certifications and Assurances form (Exhibit A to this RFP) must be signed and dated by a person authorized to legally bind the Consultant to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include by attachment the following information about the Consultant and any proposed subcontractors:

1. Name, address, principal place of business, telephone number, and e-mail address of legal entity or individual with whom contract would be written.
2. Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.)
3. Legal status of the Consultant (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.
4. Federal Employer Tax Identification number or Social Security number and the Washington Uniform Business Identification (UBI) number issued by the state of Washington Department of Revenue. If the Consultant does not have a UBI number, the Consultant must state that it will become licensed in Washington within thirty (30) calendar days of being selected as the Apparently Successful Contractor.
5. Location of the facility from which the Consultant would operate.
6. Identify any Washington 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 Consultant’s organization. If following a review of this information, it is determined by COMMERCE that a conflict of interest exists, the Consultant may be disqualified from further consideration for the award of a contract.
3.2. TECHNICAL PROPOSAL (SCORED)

The Technical Proposal must contain a comprehensive description of services including the following elements:

A. Review Approach/Methodology

Include a complete description of the Consultant’s proposed approach and methodology for the Review. This section should convey Consultant’s understanding of the proposed Review.

As contemplated by RCW 36.100.025, the contractor must exercise professional judgment in conducting the independent financial feasibility Review. Commerce anticipates that, at a minimum, the work plan must include reviewing existing documents provided by the WSCC such as interlocal agreements, loan documents, financial analyses, bond documents, and tax projections, and must result in the production of a report describing:

a. Anticipated costs related to the purchase of property (Phase I Review), issuance of new indebtedness (both Phase I and Phase II of the Review), and development and operation of a facility (Phase II Review) by the WSCC.

b. Sources and adequacy of available and anticipated revenue to meet those costs.

c. Legal agreements between WSCC and other entities that are relevant to the financial feasibility of the WSCC purchasing property, issuing new indebtedness, and developing a facility.

d. Avenues of risk to the financial feasibility of the Project.

B. Work Plan

Include all Review requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of the Review defined in this RFP. This section of the technical proposal must contain sufficient detail to convey to members of the evaluation team the Consultant’s knowledge of the subjects and skills necessary to successfully complete the Review. Include any required involvement of COMMERCE staff. The Consultant may also present any creative approaches that might be appropriate and may provide any pertinent supporting documentation.

C. Review Schedule

Include a Review schedule indicating when the elements of the work will be completed. Review schedule must ensure that any deliverables requested are met, including that the Phase I Review be completed within 90 days of the execution of the contract resulting from this RFP, and the Phase II Review be completed prior to December 31 2015. The Review schedule section should clearly describe factors which could result in the above deliverable dates not being met, and include mitigation strategies that Consultant will employ to ensure timely completion of each Phase. In addition, schedule should indicate any periods between July 1 and December 31, 2015, in which the Proposer will be unavailable, if any.

Previous PFD financial feasibility reviews have included the following steps. Review schedule should allow time for these steps or proposal should address an alternative process:
a. Contractor to review available documentation and create a list of additional needed information to complete each Phase of the Review.

b. WSCC to provide needed information.

c. COMMERCE to review a draft of the deliverable for each Phase and to forward draft to WSCC for comment prior to finalizing the Review document.

D. Risks and Mitigation

The Consultant must identify potential risks that are considered significant to the success of the Review, including risks to estimated Review timelines. Include how the Consultant would propose to effectively monitor and manage these risks, including reporting of risks to the COMMERCE contract manager.

E. Deliverables

Fully describe deliverables to be submitted under the proposed contract for each Phase of the Review. Deliverables must support the requirements set forth in Section 1.2, Objectives and Scope of Work.

3.3. MANAGEMENT PROPOSAL

A. Review Team Structure/Internal Controls (SCORED)

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

B. Staff Qualifications/Experience (SCORED)

Identify staff, including subcontractors, who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel, and include the amount of time each will be assigned to the Review. Provide résumés for the named staff, which include information on the individual's particular skills related to this Review, 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 COMMERCE.

C. Experience of the Consultant (SCORED)

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

   a. Financial feasibility of the development of public facilities, including convention and sports facilities.
   b. Other aspects of the development public facilities, including convention and sports facilities.
   c. Tax revenue estimates, including lodging tax revenues.
   d. Tourism, lodging, or convention industry supply and demand forecasts.
e. Debt issuances for large public projects, particularly for special purpose districts, including experience providing professional financial advisory services to public-sector clients.

f. Condemnation of private property.

g. Surplusing of public properties.

h. Market valuation of real estate for purchase or sale.

i. Financial statements of public entities.

j. Development and construction risks, such as site control, transportation or historical preservation issues, cost escalations, etc., in multi-year projects.

k. Financing risks, including risks involved with pricing and selling securities, acquiring other types of debt, or subordination of secured loans, in multi-year projects.

Note: The successful Proposer may not have or need expertise in all of these areas. However, if the Proposer is lacking a critical piece of experience necessary to the proposed work plan, please explain how you would go about researching the subject, acquiring the knowledge or experience, or subcontracting to provide the necessary expertise.

2. Describe other relevant experience that indicates the qualifications of the Consultant, and any subcontractors, for the performance of the potential contract. Particularly indicate experience where Consultant worked in a fully independent capacity (i.e., not employed by an entity directly involved in the underlying project) to evaluate or analyze items listed above.

3. Include a list of contracts the Consultant and subcontractors have had during the last ten years that relate to the Consultant’s ability to perform the services needed under this RFP. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and e-mail addresses. Particularly indicate any work performed, directly or indirectly, for the WSCC PFD, the WSCC, King County, and other units of local government in Washington State.

4. Include up to three (3) samples of work products the Consultant has produced that are similar to the anticipated deliverables for the independent financial feasibility Review for which this RFP was prepared.

D. Related Information (MANDATORY)

1. If the Consultant 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.

2. If the Consultant’s staff or subcontractor’s staff was an employee of the state of Washington during the past 24 months, or is currently a state of Washington employee, identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date.

3. If the Consultant, any of the Consultant’s staff, any subcontractor, or any subcontractor's staff has had a previous relationship with WSCC PFD, the WSCC, King County, or any other entities involved directly or indirectly in the WSCC expansion Project, as a contractor, consultant, or employee, or in any other capacity indicate their role, the nature of the relationship, and the dates the relationship was in place. To the extent that any previous relationship exists that could impact the independence or perceived independence of the independent financial feasibility Review, this relationship must be fully disclosed, and Consultant must outline specific steps that will be taken to mitigate
any impact of such relationships on the independence and perceived independence of the Review.

4. If the Consultant or any subcontractor 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. Consultant must 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. COMMERCE 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.

E. References (MANDATORY)

List names, addresses, telephone numbers, and e-mail addresses of three (3) business references for the Consultant, at least one (1) reference for each anticipated subcontractor and three (3) business references for the individual acting as the lead for the Review, and briefly describe the type of service provided. Do not include current COMMERCE staff as references. By submitting a proposal in response to this Work Request, the vendor and team members grant permission to COMMERCE to contact these references and others, who from COMMERCE’S perspective, may have pertinent information. COMMERCE may or may not, at COMMERCE’S discretion, contact references. COMMERCE may evaluate references at COMMERCE’S discretion. Particularly include references on projects in which Consultant served in an independent capacity.

F. OMWBE Participation (MANDATORY)

Include an estimate of the percentage of the contract that will be performed by entities holding, or eligible to hold, certification from by the Washington State Office of Minority and Women’s Business Enterprises (OMWBE). If certified minority-owned firm and/or women-owned firm(s), or firms eligible for certification, will be participating on this Review, include proof of certification or a statement as to whether the firm intends to apply for certification within the period of the Review. For information: http://www.omwbe.wa.gov.

3.4. COST PROPOSAL

The evaluation process is designed to award this procurement not necessarily to the Consultant of least cost, but rather to the Consultant whose proposal best meets the requirements of this RFP. However, Consultants are encouraged to submit proposals which are consistent with state government efforts to conserve state resources.

A. Identification of Costs (SCORED)

Identify all costs in U.S. dollars including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. For Consultants seeking to perform both Phases of the Review, identify costs for Phases I and II separately. The Consultant is to submit a fully detailed budget including staff costs and any expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Consultants are required to collect and pay Washington state sales and use taxes, as applicable. Pursuant to RCW 39.26.180, Contractor must provide COMMERCE with access to any data generated during the Review, including proprietary data and data models used by Contractor without additional cost beyond that of the contract.
Costs for subcontractors are to be broken out separately. Please note if any subcontractors are certified by the Office of Minority and Women's Business Enterprises.
4. EVALUATION AND CONTRACT AWARD

4.1. EVALUATION PROCEDURE

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this solicitation and any addenda issued. The evaluation of proposals shall be accomplished by an evaluation team(s), to be designated by COMMERCE, which will determine the ranking of the proposals.

COMMERCE, at its sole discretion, may elect to select the top-scoring firms as finalists for an oral presentation.

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

4.2. EVALUATION WEIGHTING AND SCORING

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

<table>
<thead>
<tr>
<th>Components</th>
<th>Maximum Points</th>
<th>Percent of Score</th>
<th>Total Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technical Proposal</td>
<td></td>
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<tr>
<td>A. Review Approach and Methodology</td>
<td>30</td>
<td></td>
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<tr>
<td>B. Quality of Work Plan</td>
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<tr>
<td>C. Review Schedule</td>
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<td></td>
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<tr>
<td>D. Risks and Mitigation</td>
<td>10</td>
<td></td>
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<tr>
<td>E. Review Deliverables</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Technical Proposal Subtotal</td>
<td>100</td>
<td>50%</td>
<td>100</td>
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<tr>
<td>Management Proposal</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A. Review Team Structure and Internal Controls</td>
<td>25</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. Staff Qualifications and Experience</td>
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<td></td>
<td></td>
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<tr>
<td>C. Consultant Experience</td>
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<tr>
<td>Management Proposal Subtotal</td>
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<td>80</td>
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<tr>
<td>Cost Proposal</td>
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<tr>
<td>A. Identification of Costs</td>
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<tr>
<td>Cost Proposal Subtotal</td>
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<td>10%</td>
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<tr>
<td>Totals</td>
<td>200</td>
<td>100%</td>
<td>200 points</td>
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</table>

COMMERCE reserves the right to award the contract to the Consultant whose proposal is deemed to be in the best interest of COMMERCE and the state of Washington.

4.3. ORAL PRESENTATIONS MAY BE REQUIRED

COMMERCE may after evaluating the written proposals elect to schedule oral presentations of the finalists. Should oral presentations become necessary, COMMERCE will contact the top-scoring...
firm(s) from the written evaluation to schedule a date, time and location. Commitments made by the Consultant at the oral interview, if any, will be considered binding.

The scores from the written evaluation and the oral presentation combined together will determine the apparent successful contractor.

4.4. NOTIFICATION TO PROPOSERS

COMMERCE will notify the Apparently Successful Contractor 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 PROPOSERS

Any Consultant 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 within three (3) business days after the Unsuccessful Consultant Notification is e-mailed or faxed to the Consultant. Debriefing requests must be received by the RFP Coordinator no later than 5:00 PM, local time, in Olympia, Washington on the third business day following the transmittal of the Unsuccessful Consultant Notification. The debriefing must be held within three (3) business days of the request.

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

- Evaluation and scoring of the firm’s proposal;
- Critique of the proposal based on the evaluation;
- Review of proposer’s final score in comparison with other final scores without identifying the other firms.

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 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. Protests must be received by the RFP Coordinator no later than 4:30 PM, local time, in Olympia, Washington on the third business day following the debriefing. Protests may be submitted by e-mail or facsimile, but must then be followed by the document with an original signature.

Consultants 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 Consultants 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 procurement document or COMMERCE 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) COMMERCE’S assessment of its own and/or other agencies needs or requirements.

Upon receipt of a protest, a protest review will be held by COMMERCE. The COMMERCE 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 Consultant that also 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 COMMERCE’S action; or
• Find only technical or harmless errors in COMMERCE’S acquisition process and determine COMMERCE to be in substantial compliance and reject the protest; or
• Find merit in the protest and provide COMMERCE 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 COMMERCE determines that the protest is without merit, COMMERCE will enter into a contract with the apparently successful contractor. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

5.0 RFP EXHIBITS

Exhibit A  Certifications and Assurances
Exhibit B  Service Contract Format including General Terms and Conditions (GT&Cs)
Exhibit C  RCE 36.100.025
Exhibit D  Washington State Convention Center (WSCC) Expansion Project Scope
Exhibit E  WSCC Expansion Project Document Links
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 COMMERCE 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 COMMERCE will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of COMMERCE, 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 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.

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 Proposer 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 COMMERCE the right to contact references and other, who may have pertinent information regarding the ability of the Consultant 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 2.12, Contract and General Terms and Conditions.) If Contract exceptions are being submitted, I/we have attached them to this form.

On behalf of the Consultant submitting this proposal, my name below attests to the accuracy of the above statement. If electronic, also include: We are submitting a scanned signature of this form with our proposal.

_____________________________________________________
Signature of Proposer
Services Contract with

<Individual or contractor organization here>

through

<Name of COMMERCE program issuing/administering contract here>

For

<List project title, if applicable, and/or describe the primary purpose for the funding or the intended outcome/deliverables in approx. 25 words or less>

Start date:  <Month>  <Day>,  <Year>
## Special Terms and Conditions

<table>
<thead>
<tr>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Contract Management</td>
</tr>
<tr>
<td>2. Compensation</td>
</tr>
<tr>
<td>3. Billing Procedures and Payment</td>
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<td>4. Insurance</td>
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<td>5. Order of Precedence</td>
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## General Terms and Conditions

<table>
<thead>
<tr>
<th>Page</th>
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<tbody>
<tr>
<td>1. Definitions</td>
</tr>
<tr>
<td>2. Access to Data</td>
</tr>
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<td>3. Advance Payments Prohibited</td>
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<td>4. All Writings Contained Herein</td>
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<td>5. Amendments</td>
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<td>6. Americans With Disabilities Act (ADA)</td>
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<td>7. Assignment</td>
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<td>8. Attorney’s Fees</td>
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<td>9. Audit</td>
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<td>10. Confidentiality/Safeguarding of Information</td>
</tr>
<tr>
<td>11. Conflict of Interest</td>
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<tr>
<td>12. Copyright Provision</td>
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<td>13. Disputes</td>
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<td>14. Duplicate Payment</td>
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<td>15. Governing Law and Venue</td>
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<td>16. Indemnification</td>
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<td>17. Independent Capacity of the Contractor</td>
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<td>18. Industrial Insurance Coverage</td>
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<td>19. Laws</td>
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<td>20. Licensing, Accreditation and Registration</td>
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<td>21. Limitation of Authority</td>
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<td>22. Noncompliance With Nondiscrimination Laws</td>
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<td>23. Political Activities</td>
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<td>26. Records Maintenance</td>
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<td>27. Registration With Department of Revenue</td>
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<td>30. Severability</td>
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<td>31. Site Security</td>
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<td>32. Subcontracting</td>
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<td>33. Survival</td>
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<td>34. Taxes</td>
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<td>35. Termination for Cause</td>
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<td>36. Termination for Convenience</td>
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<td>37. Termination Procedures</td>
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<tr>
<td>38. Treatment of Assets</td>
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</tbody>
</table>
39. Waiver ............................................................................................................. 13

Attachment A, Scope of Work
Attachment B, Budget
**FACE SHEET**

Washington State Department of Commerce  
<Select Division, Board, or Commission>  
<Insert Unit or Office>  
<Insert Program(s) and/or Project(s)>

<table>
<thead>
<tr>
<th>1. Contractor</th>
<th>2. Contractor Doing Business As (optional)</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt;Insert legal name&gt;</td>
<td>&lt;Insert DBA name&gt;</td>
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<tr>
<td>&lt;Insert mailing address&gt;</td>
<td>&lt;Insert DBA mailing address&gt;</td>
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<tr>
<td>&lt;Insert physical address&gt;</td>
<td>&lt;Insert DBA physical address&gt;</td>
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<tr>
<td>&lt;Insert location&gt;</td>
<td>&lt;Insert DBA location&gt;</td>
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<tr>
<th>3. Contractor Representative</th>
<th>4. COMMERCE Representative</th>
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<tbody>
<tr>
<td>&lt;Insert name&gt;</td>
<td>&lt;Insert name&gt;</td>
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<tr>
<td>&lt;Insert title&gt;</td>
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<th>9. Federal Funds (as applicable)</th>
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<th>11. SWV #</th>
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<th>13. DUNS #</th>
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<tr>
<th>14. Contract Purpose</th>
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<tbody>
<tr>
<td>&lt;Briefly describe contract purpose&gt;</td>
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</table>

COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and attachments and have executed this Contract on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents incorporated by reference: Contractor Terms and Conditions including Attachment “A” - <insert title>, Attachment “B” – <insert title>, Attachment “C” – <insert title>, <etc.>

FOR CONTRACTOR

<insert name>, <insert title>  
Date

FOR COMMERCE

<insert name>, <insert title>  
Date

APPROVED AS TO FORM ONLY  
BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE
1. **CONTRACT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

   The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

   The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

2. **COMPENSATION**

   COMMERCE shall pay an amount not to exceed ($___) for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Contractor’s compensation for services rendered shall be based on the following rates or in accordance with the following terms:

   **NOTES:**

   1. List detail of compensation to be paid, e.g., hourly rates, number of hours per task, unit prices, cost per task, cost per deliverable, etc. or reference documents that specify Contractor’s compensation and payment, e.g., Contractor’s compensation for services rendered shall be based on the schedule set forth in Exhibit [__], Fees and Expenses.

   2. Identify federal and state dollar amounts when relevant reporting requirements apply.

3. **BILLING PROCEDURES AND PAYMENT**

   COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE [not more often than monthly.]

   **NOTE:** Payment can also be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Contract, payment at conclusion of the Contract, etc.

   The invoices shall describe and document, to COMMERCE’s satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number [__]. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of $50.00 or more in order to receive reimbursement.

   Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

   COMMERCE 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.
No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

**Duplication of Billed Costs**

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

**Disallowed Costs**

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

*NOTE:* Optional Provision - COMMERCE shall withhold 10 percent from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

4. **INSURANCE**

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

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Contractor shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation, non-renewal or modification.

The Contractor shall submit to COMMERCE within fifteen (15) calendar days of the Contract start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Contract, the Contractor shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Contractor shall provide insurance coverage that shall be maintained in full force and effect during the term of this Contract, as follows:

- **Commercial General Liability Insurance Policy.** Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of contract activity but no less than $1,000,000 per occurrence. Additionally, the Contractor is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

- **Automobile Liability.** In the event that performance pursuant to this Contract involves the use of vehicles, owned or operated by the Contractor or its Subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is $1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

- **Professional Liability, Errors and Omissions Insurance.** The Contractor shall maintain Professional Liability or Errors and Omissions Insurance. The Contractor shall maintain minimum limits of no less than $1,000,000 per occurrence to cover all activities by the Contractor and licensed staff employed or under contract to the Contractor. The state of Washington, its agents, officers, and employees need not be named as additional insureds under this policy.

- **Fidelity Insurance.** Every officer, director, employee, or agent who is authorized to act on behalf of the Contractor for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:
A. The amount of fidelity coverage secured pursuant to this Contract shall be $100,000 or the highest of planned reimbursement for the Contract period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.

B. Subcontractors that receive $10,000 or more per year in funding through this Contract shall secure fidelity insurance as noted above. Fidelity insurance secured by Subcontractors pursuant to this paragraph shall name the Contractor as beneficiary.

C. The Contractor shall provide, at COMMERCE’s request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days advance written notice of cancellation.

5. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- add any other attachments incorporated by reference on the Face Sheet
1. **DEFINITIONS**

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

A. “Authorized Representative” shall mean the Director and/or the designee authorized in writing to act on the Director’s behalf.

B. “COMMERCE” shall mean the Department of Commerce.

C. “Contractor” shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.

D. “Personal Information” shall mean information identifiable to any person, including, but not limited to, information that relates to a person’s name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.

E. “State” shall mean the state of Washington.

F. “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” mean subcontractor(s) in any tier.

2. **ACCESS TO DATA**

In compliance with RCW 39.26.180, the Contractor shall provide access to data generated under this Contract to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of 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 the 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 COMMERCE.

4. **ALL WRITINGS CONTAINED HEREIN**

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

5. **AMENDMENTS**

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

6. **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.

7. **ASSIGNMENT**

Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

8. **ATTORNEYS’ FEES**

Unless expressly permitted under another provision of the Contract, in the event of litigation or other action brought to enforce Contract terms, each party agrees to bear its own attorney’s fees and costs.
9. **AUDIT**
   
   A. **General Requirements**

   Contractors are to procure audit services based on the following guidelines.

   The Contractor shall maintain its records and accounts so as to facilitate audits and shall ensure that Subcontractors also maintain auditable records.

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

   COMMERCE reserves the right to recover from the Grantee all disallowed costs resulting from the audit.

   Responses to any unresolved findings and disallowed or questioned costs shall be included with the audit report. The Contractor must respond to COMMERCE requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

   B. **State Funds Requirements**

   In the event an audit is required, if the Contractor is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Contractor.

   The Contractor shall include the above audit requirements in any subcontracts.

   In any case, the Contractor’s records must be available for review by COMMERCE.

   C. **Documentation Requirements**

   The Contractor must send a copy of any audit report no later than nine (9) months after the end of the Contractor’s fiscal year(s) by sending a scanned copy to auditreview@commerce.wa.gov or a hard copy to:

   Department of Commerce  
   ATTN: Audit Review and Resolution Office  
   1011 Plum Street SE  
   PO Box 42525  
   Olympia WA 98504-2525

   In addition to sending a copy of the audit, when applicable, the Grantee must include:

   - Corrective action plan for audit findings within three (3) months of the audit being received by COMMERCE.
   - Copy of the Management Letter and Management Decision Letter, where applicable.

   If the Contractor is required to obtain a Single Audit consistent with Circular A-133 requirements, a copy must be provided to Commerce; no other report is required.

10. **CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

   A. “Confidential Information” as used in this section includes:

   1. All material provided to the Contractor by COMMERCE that is designated as “confidential” by COMMERCE;

   2. All material produced by the Contractor that is designated as “confidential” by COMMERCE; and

   3. All personal information in the possession of the Contractor that may not be disclosed under state or federal law. “Personal information” includes but is not limited to information related to a person’s name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver’s license number and other
identifying numbers, and “Protected Health Information” under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

11. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, COMMERCE may, in its sole discretion, by written notice to the Contractor terminate this contract if it is found after due notice and examination by COMMERCE 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, COMMERCE 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 COMMERCE 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 COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the “Disputes” clause of this contract.

12. 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 COMMERCE. COMMERCE 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, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE 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, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.
The Contractor shall exert all reasonable effort to advise COMMERCE, 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 which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

13. 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 the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Contractor's name, address, and Contract number; and
- be mailed to the Director and the other party's (respondent's) Contract Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

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 (ADR) method in addition to the dispute hearing procedure outlined above.

14. DUPLICATE PAYMENT

COMMERCE 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.

15. GOVERNING LAW AND VENUE

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.

16. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the 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 the destruction of tangible property including loss of use resulting therefrom.
The Contractor’s obligation to indemnify, defend, and hold harmless includes any claim by Contractor’s agents, employees, representatives, or any subcontractor or its employees.

The 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.

The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

17. INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and its employees or agents performing under this Contract are not employees or agents of the state of Washington or COMMERCE. The Contractor will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

18. INDUSTRIAL INSURANCE COVERAGE

The Contractor shall comply with all applicable 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, COMMERCE may collect from the Contractor the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by COMMERCE 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.

19. LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended including, but not limited to:

Washington State Laws and Regulations
A. Affirmative action, RCW 41.06.020 (1).
B. Boards of directors or officers of non-profit corporations – Liability - Limitations, RCW 4.24.264.
C. Disclosure-campaign finances-lobbying, Chapter 42.17A RCW.
D. Discrimination-human rights commission, Chapter 49.60 RCW.
E. Ethics in public service, Chapter 42.52 RCW.
F. Office of minority and women's business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC.
G. Open public meetings act, Chapter 42.30 RCW.
H. Public records act, Chapter 42.56 RCW.
I. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.

20. 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.
21. **LIMITATION OF AUTHORITY**

Only the Authorized Representative or the Authorized Representative’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 Authorized Representative.

22. **NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

During the performance of this Contract, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. 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 COMMERCE. 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. **POLITICAL ACTIVITIES**

Political activity of Contractor employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

24. **PUBLICITY**

The Contractor agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE’s name is mentioned, or language used from which the connection with the state of Washington’s or COMMERCE’s name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

25. **RECAPTURE**

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

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.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, 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**
If required by law, the Contractor shall complete registration with the Washington State Department of Revenue.

28. **RIGHT OF INSPECTION**

   The Contractor shall provide right of access to its facilities to COMMERCE, 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, COMMERCE may terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the 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 COMMERCE premises, Contractor, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

32. **SUBCONTRACTING**

   The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

   If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

   Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor’s duties.

   Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor’s performance of the subcontract.

33. **SURVIVAL**

   The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

34. **TAXES**

   All payments accrued on account of payroll taxes, unemployment contributions, the Contractor’s income or gross receipts, any other taxes, insurance or expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

35. **TERMINATION FOR CAUSE**
In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE 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.

COMMERCE 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 COMMERCE 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 COMMERCE 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, COMMERCE may, by ten (10) business 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, COMMERCE 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, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE 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. COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE 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 COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of the Authorized Representative. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE 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 Authorized Representative, the Contractor shall:
1. Stop work under the contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
3. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;

5. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;

6. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and

7. Take such action as may be necessary, or as the Authorized Representative 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 COMMERCE has or may acquire an interest.

38. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. 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 COMMERCE 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 COMMERCE 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 COMMERCE in whole or in part, whichever first occurs.

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

B. The Contractor shall be responsible for any loss or damage to property of COMMERCE 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.

C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.

D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract

All reference to the Contractor under this clause shall also include Contractor’s employees, agents or Subcontractors.

39. WAIVER

Waiver of any default or breach shall not be deemed to be 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 COMMERCE.
EXHIBIT C  
RCW 36.100.025

Independent financial feasibility review — When required — Public document.

(1) An independent financial feasibility review under this section is required to be performed prior to any of the following events:

   (a) The formation of a public facilities district under this chapter;

   (b) The issuance of any indebtedness, excluding the issuance of obligations to refund or replace such indebtedness, by a public facilities district under this chapter; or

   (c) The long-term lease, purchase, or development of a facility under this chapter.

(2) The independent financial feasibility review required by this section must be conducted by the department of commerce through the municipal research and services center under RCW 43.110.030 or under a contract with another entity under the authority of RCW 43.110.080. The review must examine the potential costs to be incurred by the public facility [facilities] district and the adequacy of revenues or expected revenues to meet those costs. The cost of the independent financial feasibility review must be borne by the public facility [facilities] district or the local government proposing to form a public facility [facilities] district.

(3) The independent financial feasibility review, upon completion, must be a public document and must be submitted to the governor, the state treasurer, the state auditor, the public facility [facilities] district and participating local political subdivisions, and appropriate committees of the legislature.

[2012 c 4 § 2.]
EXHIBIT D
SCOPE OF WASHINGTON STATE CONVENTION CENTER
EXPANSION PROJECT

The WSCC PFD is evaluating the viability of, and potential schedule for, developing a very substantial addition to existing facilities on property located generally to the northeast of the current convention center. Major elements of the proposed project include:

- Strategic land assembly, specifically the purchase and long-term lease of several parcels that comprise the anticipated expansion site (see "Parcel Summary", below),
- The issuance of new indebtedness to finance a portion of the land assembly,
- The issuance of new indebtedness to construct the expansion, and
- The development and eventual operation of the expansion.

As of February 2015, costs of the expansion project are estimated at $1.4 billion, with construction anticipated to begin by 2017 and a target facility opening in 2020.

For the purpose of the independent financial feasibility review required by RCW 36.100.025, the Project will be considered in two phases:

- Phase I will address the likely total cost of achieving the strategic land assembly, and the adequacy of revenues and expected revenues to meet those costs.
- Phase II will address the projected cost to design, develop, construct, and eventually operate the proposed expansion, and the adequacy of the WSCC PFD’s tax revenues and other resources to service the debt that will be required to meet those costs.
EXHIBIT E  
WASHINGTON STATE CONVENTION CENTER EXPANSION PROJECT  
DOCUMENT LINKS

Main Public Facilities District Financial Feasibility Review webpage has links to all the documents publicly available regarding the Washington State Convention Center (WSCC) expansion project. In addition, updates to the RFP will be posted on this web page.

WSCC Feasibility Study, Part 1
WSCC Feasibility Study, Part 2
WSCC Market Feasibility Analysis
WSCC Expansion Committee Briefing on Funding Strategy (July 2014)
WSCC Expansion Impact Highlights
Lodging Tax Forecast
WSCC Updated Financing Overview, April 2015