

STATE OF WASHINGTON
Washington State Conservation Commission
OLYMPIA, WASHINGTON

REQUEST FOR PROPOSALS (RFP) GRANT FUNDING
RFP NO. 2018-02

AGENCY reserves the right to amend and modify this RFP

PROJECT TITLE:

Testing and Assessing Innovative and Emerging Technology for Distillation or other Treatments of Dairy Manure

PROPOSAL DUE DATE: 5:00 PM May 8, 2018

EXPECTED TIME PERIOD FOR CONTRACT: June 15, 2018 – June 30, 2019

APPLICANT ELIGIBILITY: The Applicant must be licensed or partnered with a business or entity in the state of Washington and have demonstrated experience in developing, testing and evaluating manure/and or waste handling and management systems utilizing innovative technology. This request for proposals is open to those Applicants satisfying the minimum qualifications stated herein and are available for work in Washington State.

CONTENTS OF THE REQUEST FOR QUALIFICATIONS AND QUOTATIONS:

1. Introduction
2. General Information for Applicants
3. Proposal Contents
4. Evaluation and Award
5. Exhibits
 - A. Certifications and Assurances
 - B. Wage Theft Presentation Contract Certification
 - C. Contract with General Terms and Conditions
 - D. Grant Proposal Template
 - E. Grant Proposal Checklist

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1 INTRODUCTION

1.1 BACKGROUND AND PURPOSE

Background:

The 2018 Legislature approved an appropriation of \$3,880,000 for the Washington State Conservation Commission (SCC) to make available competitive grants for innovative projects to assist dairy owners in addressing potential environmental impacts to soil, water (surface and ground), or air. The grants must fund at least one dairy nutrient management innovation technology project east of the crest of the Cascade Mountains and one west of the crest of the Cascade Mountains,

Purpose:

The expected outcome of this funding is to identify environmental friendly, cost effective innovative technology utilized in dairy manure management systems resulting in benefits to soil, air, water (surface and ground), and crops and/or will improve whole farm nutrient balances. The purpose of the appropriation is to provide grant funding for installing, adapting, testing and evaluation of innovative and emerging technologies of diverse size and capabilities. Projects to be funded will have the ability to address and solve potential environmental problems associated with the management, utilization and disposal of manure in excess of what can be effectively utilized by the dairy operator. Funded projects will utilize innovative and emerging technology on an operating dairy farm(s) to evaluate effectiveness in solving environmental problems, costs of operation and operational reliability. Additionally, funded projects will assess scalability and potential for and marketability of byproducts generated by the technology.

Note: Conceptual and basic research projects will not be considered eligible for this funding.

1.2 OBJECTIVE

The objective for this funding is to identify and fund projects of diverse sizes and types. To implement, test and analyze innovative and emerging technologies in manure management, to assess their opportunities and challenges in reducing potential environmental impacts to soil, water, or air. Proposed projects will evaluate and assess acquisition, maintenance and operating costs for the technology: Assess how costs can be mitigated by any marketable byproducts; demonstrate cost of processing non-marketable materials to avoid contamination of soil, water (surface and ground), or air, and the project's ability to be adaptable to various sizes of dairy operations and manure management systems.

Proposal requests must be within a range of \$20,000 - \$1,750,000 and cannot exceed \$1,750,000.

Elements of a successful project will include all or part of the following:

- Implementing and evaluating applied innovative and emerging technology currently at a level of being “shovel-ready” to proceed with testing and evaluation to determine cost effectiveness, environmental impacts and scalability in an operating dairy environment.

- Identifying and evaluating innovative and emerging technology that doesn't create a risk of pollution to soil, water, or air.
- Evaluates innovation in processing of dairy manure to produce clean water that can be effectively used on dairy operations and/or solids and other products which can be marketed or disposed of without risk to the environment.
- Evaluating the project's scalability of utilizing the technology(s) on various sizes of dairy operations.
- Evaluating the cost of production and potential revenue generated from marketable byproducts produced by the technology(s) being evaluated.
- Evaluating new innovative and emerging technologies to enhance current manure management systems.
- Partnering with current and potential future manure byproduct end users to appraise need or demand, functionality, transportability and/or feasibility of byproducts usage (currently and in the future).
- Gauge the usability of and/or utilizing federal United States Department of Agriculture, Natural Resource Conservation Service (USDA-NRCS) process for evaluation of new innovative technology and processes.
- Assessing the potential for future cost-sharing options (federal, state and other funding sources) dairy operators could utilize to implement the evaluated technologies.
- Develop a final report assessing the effectiveness of the project. The report should include:
 - Detailed description of the innovative and emerging technology(s) evaluated.
 - Estimate of acquisition, maintenance and operating costs for a dairy operator to implement the technology.
 - How costs for implementation of the technology could be mitigated by any marketable byproducts created by the technology.
 - Assessment of potential markets and demand for byproducts created by the technology being evaluated.
 - If relevant an assessment of potential federal and state tax credits available for implementation on dairy farms of the new technology or associated byproducts created by the technology.

- If relevant an assessment of potential federal, state and private cost-share funds to support implementation and operation of the technology on dairy farms.
- Assessment of potential positive and negative impacts to soil, water (surface and ground) and/or air created by the technology being evaluated.
- Benefits and challenges to the scalability of the technology for various size dairy operations.
- Recommendations for future “next steps” in the possible broader implementation of the technology being evaluated.

Expected services to be performed under this funding:

- Identifying innovative and emerging technology for handling and/or enhancing the management of manure generated on dairy farms
- Implementing, testing and evaluating selected innovative technology(s) in an active dairy farm(s) environment.
- Assessing and evaluating the selected innovative technology for:
 - Feasibility of implementing and operating the technology on dairy operations of various herd size, land base and weather conditions.
 - Impacts (challenges and benefits) of the selected technology on soil, water (surface and ground) and/or air and crops on whole farm nutrient balance.
 - Identify potential marketability for byproducts created by the innovative technology.
 - Assessing potential funding/revenue sources –i.e. cost share, carbon offset credits, tax credits, renewable energy credits etc., for the selected technology and/or byproducts produced by the technology.
 - Overall evaluation and analysis of the potential benefits of the selected technology for utilization on dairy farm operations and other waste sources if relevant.
- Prior to the start of work provide a scope of work document outlining the activities to be performed and performance timeline.
- Provide quarterly (September 30, 2018, December 31, 2018 and March 31, 2019) status reports on the project to the RFP Coordinator.
- Develop a final report (Due by July 31, 2019) to include:
 - Detailed description of the innovative technology(s) evaluated.

- Based on testing results estimate of acquisition, maintenance and operating costs for a dairy operator to implement the innovative technology.
- How costs for implementation of the technology could be mitigated by any marketable byproducts created by the technology.
- An assessment of current and potential markets and demand for byproducts created by the technology being evaluated.
- If relevant an assessment of potential federal and state tax credits available for implementation on dairy farms of the new technology or associated byproducts created by the technology.
- If relevant an assessment of potential federal, state and private cost-share funds to support future implementation and operation of the technology on dairy farms.
- Potential positive and negative impacts to soil, water (surface and ground) and/or air created by the technology being evaluated.
- Benefits and challenges to the scalability of the technology for various size dairy operations and manure management systems operating under different weather and climate conditions.
- Recommendations for “next steps” in the possible future implementation of the technology(s) being evaluated

Preference may be given to proposals that:

- Leverage other sources of funding, expertise and strategic partnerships to: test and evaluate new innovations and/or emerging technologies in manure handling technology, marketing of manure byproducts, enhancing existing manure management systems and fostering improved soil health, air and water (surface and ground) quality and whole farm nutrient balance.
- Demonstrates the use of innovation and creativity in identifying new markets and opportunities for byproducts derived from manure.
- Evaluate applied innovative and emerging technology having already received at least some prior science and/or peer review.
- Choosing to conduct an evaluation of an innovative technology(s) that is “shovel-ready”.
- Evaluating technology(s) capable of enhancing or improving on current manure management systems and practices.

The AGENCY may award, based on the review of submitted proposals two or more grants as a result of this RFP.

1.3 MINIMUM QUALIFICATIONS

The Applicant must be licensed or partnered with a business or entity in the state of Washington **and have demonstrated experience in developing, testing and evaluating manure/and or waste handling and management systems utilizing innovative technology.** Additionally, funded projects will assess scalability and potential for and marketability of byproducts generated by the technology.

Applicants not meeting these minimum qualifications will be rejected as non-responsive and will not receive further consideration. Any proposal that is rejected as non-responsive will not be evaluated or scored.

1.4 FUNDING

The overall budget for this project shall not exceed \$3,880,000 dollars. Proposals can range from \$20,000 to \$1,750,000. Proposals in excess of **1.75 million dollars** will be rejected as non-responsive and will not be evaluated. In the event additional funding becomes available, any contract awarded may be renegotiated to provide for additional related services.

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

1.5 PERIOD OF PERFORMANCE

The period of performance of any contract(s) resulting from this RFP is tentatively scheduled to begin on or about **June 15, 2018** and to end on **June 30, 2019**. **Work related to this contract conducted after June 30, 2019 is not reimbursable.**

1.6 DEFINITIONS

Definitions for the purposes of this RFP include:

Agency. The Washington State Conservation Commission is the agency of the state of Washington issuing this RFP.

Applicant. Individual, company, or firm submitting a proposal in order to attain a contract with the AGENCY.

Grantee. Individual or company whose proposal has been accepted by the AGENCY and is awarded a fully executed, written contract.

Innovative. A new technology or practice not widely adopted or adapting existing technology in a unique manner as related to manure management in Washington State.

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

Request for Proposals (RFP). Formal procurement document in which services needed are identified and firms are invited to provide their qualifications to provide the services and cost to conduct the requested services.

Shovel-ready. Project is ready for the start of work.

1.7 ADA

The AGENCY complies with the Americans with Disabilities Act (ADA). Applicants may contact the RFP Coordinator to receive this Request for Qualifications and Quotations in Braille or on tape.

2 GENERAL INFORMATION FOR APPLICANTS

2.1 RFP COORDINATOR

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

Name	Karla Heinitz
Mailing Address	PO Box 47721, Olympia Washington 98504-7721
	OR
Street Address	300 Desmond Drive, Lacey Washington 98503
Phone Number	360.407.6212
E-Mail Address	kheinitz@scc.wa.gov

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

2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Proposals	March 30, 2018
Question & answer period	April 12, 2018 – April 30, 2018
Proposals due	May 8, 2018
Evaluate proposals	May 9, 2018 – May 18, 2018
Announce “Apparent Successful Applicant” and send notification via fax or e-mail to unsuccessful proposers	May 23, 2018
Hold debriefing conferences (if requested)	May 25, 2018
Negotiate contract	May 29, 2018 – June 8, 2018
Begin contract work	June 15, 2018

The AGENCY reserves the right to revise the above schedule.

2.3 SUBMISSION OF PROPOSALS

At least (4) hard copies and one (1) Adobe PDF copy of proposal is required.

Proposal submittals

Applicants are required to submit their proposals in **two formats, four (4) hard copy proposals** and **one (1) Adobe PDF** copy of their proposal to the RFP Coordinator at the address noted in Section 2.1.

HARD COPY PROPOSALS:

Applicants are required to submit four (4) hard copies of their proposal. *The hard copy may have photocopied signature(s).* The proposals, whether mailed or hand delivered, must arrive at the AGENCY no later than **5:00 p.m. Pacific Time on Tuesday, May 8, 2018.**

The proposals are to be sent to the RFP Coordinator at the address noted in Section 2.1. The envelope should be clearly marked to the attention of the RFP Coordinator.

Applicants mailing proposals should allow normal mail delivery time to ensure timely receipt of their proposals by the RFP Coordinator. Applicants assume the risk for the method of delivery chosen. The AGENCY assumes no responsibility for delays caused by any delivery service. Proposals may not be transmitted using facsimile transmission.

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

Applicants are also required to submit their proposal in an Adobe PDF format. The proposal must be **received by the RFP Coordinator** no later than **5:00 p.m., Pacific Time**, in Lacey, Washington, on **Tuesday, May 8, 2018.**

Proposals in Adobe pdf format must be submitted electronically as an attachment to an E-mail to Karla Heinitz the RFP Coordinator, at the e-mail address listed in Section 2.1. Attachments to e-mail shall be in Adobe PDF. Zipped files cannot be received by the AGENCY 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 Applicant to the offer. The AGENCY does not assume responsibility for problems with Applicant's e-mail. If the AGENCY'S email is not working, appropriate allowances will be made.

Proposals may not be transmitted using facsimile transmission.

Applicants 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 the AGENCY'S e-mail is found to be at fault.** All proposals and any accompanying documentation become the property of the AGENCY and will not be returned.

2.4 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

Proposals submitted in response to this competitive grant funding offer shall become the property of the AGENCY. All proposals received shall remain confidential until the contract, if any, resulting from this RFP is signed by the Director of the AGENCY, or his Designee, and the apparent successful Applicant; 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 the applicant desires to claim as proprietary and exempt from disclosure under the provisions of Chapter 42.56 RCW, or other state or federal law that provides for the nondisclosure of your document, must be clearly designated. The information must be clearly identified and the particular exemption from disclosure upon which the Applicant is making the claim must be cited. Each page containing the information claimed to be exempt from disclosure must be clearly identified by the words "Proprietary Information" printed on the lower right hand corner of the page. Marking the entire proposal exempt from disclosure or as Proprietary Information will not be honored.

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

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

2.5 REVISIONS TO THE RFP

In the event it becomes necessary to revise any part of this RFP, addenda will be provided to all who receive the RFP.

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

2.6 ACCEPTANCE PERIOD

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

2.7 RESPONSIVENESS

All proposals will be reviewed by the RFP Coordinator to determine compliance with administrative requirements and instructions specified in this RFP. The Applicant is specifically notified failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive.

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

2.8 MOST FAVORABLE TERMS

The AGENCY 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 Applicant can propose. The AGENCY does reserve the right to contact an Applicant for clarification of its proposal.

The Applicant 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 Applicant's proposal. It is understood that the proposal will become a part of the official grant file on this matter without obligation to the AGENCY.

2.9 CONTRACT AND GENERAL TERMS & CONDITIONS

The apparent successful Applicant 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 C. In no event is an Applicant to submit its own standard contract terms and conditions in response to this solicitation. The Applicant may submit exceptions as allowed in the Certifications and Assurances section, Exhibit A to this solicitation. The AGENCY will review requested exceptions and accept or reject the same at its sole discretion.

It is anticipated the first deliverable under the contract will be a scoping plan, which will define the specific services and timelines to be provided by the APPLICANT based upon agreement between the AGENCY and the APPLICANT.

2.10 COSTS TO PROPOSE

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

2.11 NO OBLIGATION TO CONTRACT

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

2.12 REJECTION OF PROPOSALS

The AGENCY 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.

2.13 COMMITMENT OF FUNDS

The director of the AGENCY or the director's delegate are the only individuals who may legally commit the AGENCY to the expenditures of funds for a contract resulting from this RFP. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

2.14 INSURANCE COVERAGE

The Contractor/Grantee is to furnish the AGENCY with a certificate of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.

The Contractor/Grantee shall, at Contractor/Grantee's 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/Grantee shall furnish evidence in the form of a Certificate of Insurance that insurance shall be provided, and a copy shall be forwarded to the AGENCY within fifteen (15) days of the contract effective date.

Liability Insurance

Commercial General Liability Insurance (CGL): Contractor/Grantee shall maintain general liability 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/Grantee is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

Business Auto Policy: As applicable, the Contractor/Grantee 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.

Employers Liability (“Stop Gap”) Insurance

In addition, the Contractor/Grantee 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:

- **Additional Insured.** The AGENCY, 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.
- **Cancellation.** The AGENCY 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.
- **Identification.** Policy must reference the state’s contract number and the agency name.
- **Insurance Carrier Rating.** All insurance and bonds should be issued by companies admitted to do business within the state of Washington and have a rating of A-, Class

VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by the AGENCY, 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.

- **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/Grantee 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/Grantee or their employees for services performed under the terms of this contract.

3 PROPOSAL CONTENTS

Proposals must be submitted on eight and one-half by eleven inch (8 ½" x 11") paper with tabs separating the major sections of the proposal. The three 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)
Wage Theft Affidavit (Exhibit B)
2. Qualifications
3. Quotation

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 Applicant in preparing a thorough response. See Exhibit D Grant Proposal Template and Exhibit E Grant Proposal Checklist for reference.

Items in this section 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 Applicant to a contractual relationship, e.g., the president or executive director of a corporation, the managing partner of a partnership, or the proprietor of a sole proprietorship. Attach the Certifications and Assurances form to the Letter of Submittal.

3.2 QUALIFICATIONS SECTION

- Services to be provided under this procurement.
- The project and/or projects meet required objectives described in Section 1.2 to test, analyze and assess new innovative technology in manure management
- The qualifications section of the proposal must contain information that will demonstrate to the evaluation committee the Applicant's understanding of the types of services proposed, the firm's ability to accomplish them, and the ability to meet tight timeframes.
- The qualifications response is to be submitted in three sections as follows: 1) Applicant Information, 2) Experience and Staffing, and 3) Schedule.

3.2.1 BUSINESS INFORMATION (MANDATORY)

- A. State the name of the private company or public entity. Also list address, phone number, fax number, e-mail address, and if applicable, the legal status (ownership) and year entity was established as it now substantially exists.
- B. Provide the organization's Federal Employer Tax Identification number, or the Washington Uniform Business Identification (UBI) number issued by the state of Washington Department of Revenue, or Social Security Number.
- C. Indicate how many employees are with the organization. Name the organization principles and their roles.
- D. Identify any state employees or former state employees employed by the Applicant or on the Applicant's governing board as of the date of the proposal. Include their position and responsibilities within the Applicant's organization. If following a review of this information, it is determined by the AGENCY that a conflict of interest exists, the Applicant may be disqualified from further consideration for the award of a contract.
- E. If the Applicant's staff or subcontractor's staff was an employee of the state of Washington during the past 24 months, or is currently a Washington State employee, identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date.
- F. If the Applicant has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the Bidder'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.
- G. Submit full details of the terms for default, including the other party's name, address, and phone number. Present the Applicant's position on the matter. The AGENCY will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If no such termination for default has been experienced by the Bidder in the past five years, so indicate.

3.2.2 QUALIFICATIONS

1. EXPERIENCE (SCORED)

- A. Describe services provided by the Applicant that indicate the firm's ability to provide the services described in this RFP.
- B. Describe the organizations recent experience in implementation, testing, analyzing and assessing innovative and emerging technology in manure and waste management
- C. Provide a description of the proposed project team structure and internal controls to be used during the course of the project, including any subcontractors or partners.
- D. Provide the name and a resume' of the person who will be the lead contact for the project. Provide names and resumes' for other staff, including sub-applicants and partners. This should include information on the individual's particular skills related to this project, education, experience, significant accomplishments and any other pertinent information.
- E. List any sub-contractors/applicants or partners you may want to include to complete your roster of services. Describe what services each would provide.

2. PROPOSED SCOPE OF WORK (SCORED)

- A. Proposal meets required objective elements of Section 1.2.

Preference may be given to proposals that:

- Demonstrates the use of innovation and creativity in identifying new markets and opportunities for byproducts derived from manure.
- Choosing to evaluate innovative and emerging technology having received at least some prior science and/or peer review.
- Choosing to conduct an evaluation of an innovative technology(s) "shovel-ready" to be tested and evaluated.
- Evaluating technology(s) capable of enhancing or improving on current manure management systems and practices.

3. SCHEDULE (SCORED)

Describe the Applicant's ability to meet deadlines, especially on a short-time frame, and give examples of how past tight deadlines have been successfully met.

4. REFERENCE (MANDATORY)

List names, addresses, telephone numbers, fax numbers and e-mail addresses of three business references for whom work has been accomplished and briefly describe the type of service provided for them. By submitting a proposal in response to this

grant application, the vendor and team members grant permission to AGENCY to contact these references and others, who from AGENCY's perspective, may have pertinent information. AGENCY may or may not, at AGENCY's discretion, contact references. Do not include current AGENCY staff as references.

3.3 QUOTATIONS SECTION

3.3.1 IDENTIFICATION OF COSTS (SCORED)

1. Overall Budget and Quotation (Scored)

- A. The Quotations section must list all hourly rates for services anticipated under the proposed contract. The hourly rates are to represent fully-weighted costs. This includes the hourly rates of staff that would be assigned to the project, administrative costs and travel costs, costs shall be presented for laboratory sample tests, equipment purchases, other supplies, or any other applicable fees that would be charged under this contract.
- B. Inclusive Pricing: Applicants must identify and include all cost elements in their pricing. In the event Applicant is awarded a contract, the total price for goods and/or services shall be Applicant's price as submitted. Except as provided in the contract, there shall be no additional costs of any kind.
- C. Costs for subcontractors/applicants are to be broken out separately. Please note if any subcontractors/applicants are certified by the Washington State Office of Minority and Women's Business Enterprises.

1. Strategic Partnerships (Scored)

- Describe other sources of funding, expertise and strategic partnerships to develop, test and evaluate new innovations in manure handling technology, marketing of manure byproducts, enhancing existing manure management systems and fostering improved soil health, air and water quality, and whole farm nutrient balance. Description of the monetary value of the leveraged partnership(s) is recommended.

Preference may be given to proposals that:

- Leverage other sources of funding, expertise and strategic partnerships to develop, test and evaluate new innovations in manure handling technology, marketing of manure byproducts, enhancing existing manure management systems and fostering improved soil health and water quality

Bidders are required to collect and pay Washington State taxes as applicable.

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

3.3.2 COMPUTATION

The score for the proposal will be computed by the number of points scored for experience, staffing, scope of proposed work meeting objectives of the RFP, use of strategic partnerships, schedule of work to be conducted, and identification of costs.

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 to be designated by the AGENCY, which will determine the ranking of the proposals.

4.2 CLARIFICATION OF PROPOSAL

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

4.3 EVALUATION AND SCORING

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

Qualifications Section – 60%	60 points
Organization/Team, Experience and Qualifications:.....	10 points (maximum)
Proposal meets required objective elements of Section 1.2.....	50 points (maximum)
Budget Section – 40%	<u>40 points</u>
Overall Budget and Timeline.....	30 point (maximum)
Strategic Partnerships.....	10 points (maximum)
Grand Total	<u>100 Points</u>

4.4 NOTIFICATION TO APPLICANTS

Firms whose proposals have not been selected for further negotiation or award will be notified by e-mail.

4.5 APPLICANT COMPLAINTS

Any Applicant may submit a complaint regarding this RFP based upon the following:

- The solicitation unnecessarily restricts competition;
- The evaluation/scoring process is unfair or flawed; or
- The requirements are inadequate or insufficient so that a response is difficult to prepare.

If no complaint is filed, an applicant cannot later file a protest based on any of the above complaint criteria.

Any complaint to the RFP must be in writing and submitted to the RFP Coordinator no less than five (5) business days prior to the date when Proposals are due.

4.6 DEBRIEFING OF UNSUCCESSFUL APPLICANTS

Any Applicant who has submitted a proposal and been notified that they were not selected for contract award may request a debriefing. The request for a debriefing conference must be received by the RFP Coordinator within three (3) business days after the Unsuccessful Applicant Notification is e-mailed or faxed to the RFP Coordinator. Debriefing requests must be received by the RFP Coordinator no later than 5:00 PM, local time, in Lacey, Washington on the third business day following the transmittal of the Unsuccessful Bidder 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.

4.7 PROTEST PROCEDURE

Protests may be made only by Applicants who submitted a response to this solicitation document. Upon completing the debriefing conference, the Applicant 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 Lacey, 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.

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

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

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

- A matter of bias, discrimination or conflict of interest on the part of an evaluator;
- Errors in computing the score;
- Non-compliance with procedures described in the procurement document or AGENCY 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) AGENCY'S assessment of its own and/or other agencies needs or requirements.

Upon receipt of a protest, a protest review will be held by the AGENCY. The AGENCY 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 Bidder that also submitted a proposal, such Bidder will be given an opportunity to submit its views and any relevant information on the protest to the RFP Coordinator.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold the AGENCY's action; or
- Find only technical or harmless errors in the AGENCY's acquisition process and determine the AGENCY to be in substantial compliance and reject the protest; or
- Find merit in the protest and provide the AGENCY 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 the AGENCY determines that the protest is without merit, the AGENCY will enter into a contract with the apparently successful bidder. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

5 RFP EXHIBITS

- Exhibit A Certifications and Assurances
- Exhibit B Wage Theft Affidavit
- Exhibit C Contract Format including General Terms and Conditions (GT&Cs)
- Exhibit D Grant Proposal Template
- Exhibit E Grant Proposal Checklist

CERTIFICATIONS AND ASSURANCES

1. 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(s):
2. I/we declare that all answers and statements made in the proposal are true and correct.
3. 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.
4. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by the AGENCY without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
5. 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. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
6. I/we understand that the AGENCY will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of the AGENCY, and I/we claim no proprietary right to the ideas, writings, items, samples, or laboratory data, unless so stated in this proposal.
7. Unless otherwise required by law, the prices and/or cost data that 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.
8. 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.
9. 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.
10. I/we grant the AGENCY the right to contact references and others, who may have pertinent information regarding the Proposer's prior experience and ability to perform the services contemplated in this procurement.
11. 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.

Signature of Proposer

Title

Date

CONTRACTOR CERTIFICATION
WAGE THEFT PREVENTION – RESPONSIBLE BIDDER CRITERIA
WASHINGTON STATE GOODS & SERVICES CONTRACTS

Prior to awarding a contract, agencies are required to determine that a bidder is a 'responsible bidder.' See RCW 39.26.160(2) & (4). Pursuant to legislative enactment in 2017, the responsible bidder criteria include a contractor certification that the contractor has not willfully violated Washington's wage laws. See Chap. 258, 2017 Laws (enacting SSB 5301).

Procurement No.: _____

Procurement Solicitation Dated: _____, 2018

I hereby certify, on behalf of the firm identified below, as follows (check one):

NO WAGE VIOLATIONS. This firm has NOT been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in [RCW 49.48.082](#), any provision of RCW chapters [49.46](#), [49.48](#), or [49.52](#) within three (3) years prior to the date of the above-referenced procurement solicitation date.

OR

VIOLATIONS OF WAGE LAWS. This firm has been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in [RCW 49.48.082](#), a provision of RCW chapters [49.46](#), [49.48](#), or [49.52](#) within three (3) years prior to the date of the above-referenced procurement solicitation date.

I hereby certify, under penalty of perjury under the laws of the State of Washington, that the certifications herein are true and correct and that I am authorized to make these certifications on behalf of the firm listed herein.

FIRM NAME: _____

Name of Contractor/Bidder – Print full legal entity name of firm

By: _____
Signature of authorized person

Print Name of person making certifications for firm

Title: _____
Title of person signing certificate

Place: _____
Print city and state where signed

Date: _____

Return Contractor Certification to Procurement Coordinator

Contract #KContract #.**Washington State Conservation Commission****AND****Contracting Entity**

This Agreement is made and entered into by and between the Washington State Conservation Commission, referred to as WSCC, located at 300 Desmond Drive, **Lacey, WA 98503** and the **Contracting Entity**, referred to as **entity name**, located at **contracting entity location**

1. PURPOSE**Purpose of contract****2. STATEMENT OF WORK**

The **CONTRACTING ENTITY** agrees to perform the work set forth in **Exhibit "A,"** attached and incorporated herein, including furnishing the necessary personnel, equipment, material and/or service(s) and otherwise to do all things necessary for or incidental to the performance of the work set forth therein.

3. PERIOD OF PERFORMANCE

Subject to its other provisions, the Period of Performance of this Agreement shall commence on Starting date of contract, and be completed on **ending date of contract**. Unless terminated sooner as provided in this Agreement, or extended through a properly executed amendment.

4. COMPENSATION

The parties have estimated that the cost of accomplishing the work herein will not exceed **\$amount of contract**. Payment for satisfactory performance of the work shall not exceed this amount, unless WSCC's contract manager, at its sole discretion, approves a variance. Compensation for services shall be in accordance with the Budget in **Exhibit "B"** which is attached and incorporated herein.

5. BILLING PROCEDURES

The **contracting entity** will submit invoices **monthly**. Payment for approved goods and/or services will be made by electronic funds transfer within 30 days of receipt of the invoice. Upon expiration of the Period of Performance, invoices shall be paid only if received within **15 days** after the expiration date. Invoices for all work done within a fiscal year must be

submitted within **15 days** after the end of the fiscal year (June 30) or **WSCC** may decline to pay them.

6. BILLING DETAIL

Each invoice voucher submitted to **WSCC** by the contracting entity shall reference this contract number (contract number) and clearly identify the items related to performance under this contract. All expenses invoiced shall be supported with copies of invoices paid. Upon expiration of the Period of Performance, any claim for payment not already made shall be submitted within 30 days thereafter. All expenses will follow the Washington State Administrative & Accounting Manual guidelines. Any travel will be at the state per diem rates www.ofm.wa.gov/policy/default.asp. At a minimum, the contracting entity shall specify the following:

- a. District Contract Number Kcontract number.
- b. The amount for each Outcome.
- c. The total invoice charge.

7. DUPLICATION OF BILLED COSTS

The contracting entity shall not bill WSCC for services performed under this contract, and the Agency shall not pay contracting entity, if contracting entity is entitled to payment or has been or will be paid by any other source, including grant funds, for that service. Contracting entity shall return to WSCC any payments made contrary to this paragraph.

8. FUNDING CONTINGENCY

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the work in this Agreement, the WSCC may:

- a. Terminate this Agreement with thirty (30) days advance notice. If this Agreement is terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
- b. Renegotiate the terms of the Agreement under those new funding limitations and conditions,
- c. After a review of project expenditures and deliverable status, extend the end date of this Agreement and postpone deliverables or portions of deliverables, or
- d. Pursue such other alternative as the parties mutually agree to writing.

9. AMENDMENT

This Agreement 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.

10. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising under this Agreement, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

11. ASSURANCES

The parties agree that all activity pursuant to this Agreement shall be in accordance with all applicable federal, state and local laws, rules, and regulations as they currently exist or as amended.

12. CONTRACT MANAGEMENT

The contract manager 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 Agreement.

The Contract Manager for WSCC is:	The Contract Manager contracting entity is:
SCC Contract Manager SCC Contract mgr. address Phone: (360) 407-contract mgr phone E-Mail: contract manager email address	Contract entity name Contract entity address Contract entity phone # E-Mail: Contracting entity email address

13. GOVERNING LAW AND VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought under this Agreement shall be in Superior Court for Thurston County.

14. MAINTENANCE OF RECORDS

CONTRACTOR shall maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. At no additional cost, these records, and any materials generated under this contract, shall be subject at all reasonable times to inspection, review or audit by personnel of WSCC, the Office of the State Auditor, and federal officials so authorized by law. CONTRACTOR shall retain all books, records, documents, and other material relevant to this Agreement for six years after expiration of the Period of Performance. The Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

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. This paragraph does not limit a party's duty to maintain documents relevant to litigation that is, or should reasonably be, anticipated.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available any such documents to any third parties without first giving notice to the furnishing party and giving it 10 working days to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties. However, the parties acknowledge that State Agencies are subject to chapter 42.56 RCW, the Public Records Act, and the requirements of the Public Records Act will supersede any contrary provision of this contract.

15. ORDER OF PRECEDENCE

- a. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:
 - b. Applicable state and federal statutes, and local laws, rules and regulations;
 - c. Statement of Work;
 - d. Exhibits and Appendices – list separately; and
 - e. Any other provisions of the agreement, including materials incorporated by reference.

16. RESPONSIBILITIES OF THE PARTIES

Each party to this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither party assumes any responsibility to the other party for the consequences of any claim, act, or omission of any person, agency, firm, or corporation not a part to this Agreement. WSCC shall not be held liable for performing any act required by law.

17. SEVERABILITY

If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.

18. SUBCONTRACTING

"Subcontractor" means one not in the employment of a party to this Agreement, who is performing all or part of those services under this Agreement under a separate contract with a party to this Agreement. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

Any failure of Contracting Entity or its Subcontractors to perform the obligations of this Agreement shall not discharge Contracting Entity from its obligations under this Agreement.

19. TERMINATION FOR CAUSE

If for any cause Contracting Entity does not fulfill in a timely and proper manner its obligations under this Agreement, or if it violates any of these terms and conditions, WSCC may give Contracting Entity written notice of such failure or violation. Contracting Entity will then have 15 working days to correct the violation or failure. If the failure or violation is not corrected within this period, this Agreement may be terminated or suspended immediately by written notice to Contracting Entity.

20. TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement upon 10 calendar days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

21. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement. 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 Agreement unless stated to be such in writing and signed by personnel authorized to bind each of the parties.

22. INCORPORATION OF GENERAL TERMS AND CONDITIONS

The General Terms and Conditions laid out in **Exhibit "C"** are incorporated herein and are part of this agreement between WSCC and the Contracting Entity.

23. ALL WRITINGS CONTAINED HEREIN

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

IN WITNESS WHEREOF, the parties have executed this Agreement.

Washington State Conservation Commission

Contracting Entity

(Signature) (Date)

(Signature) (Date)

(Print Name)

(Print Name)

(Title)

(Title)

APPROVED AS TO FORM ONLY

Approval on File
Office of the Attorney General (Date)

Exhibit A
STATEMENT OF WORK

Statement of Work

BUDGET

The parties have estimated that the cost of accomplishing the work herein will not exceed \$Contract budget amount.

Contract Budget		
	Funding	\$Amount
		\$Amount Total
Contract Entity Budget Breakdown		
	Contract Entity Budget Breakdown	\$Budget Amount
Intermediate Outcome	Description of Outcome	Budget Amount
I.O. #1	Intermediate Outcome Title	\$amount
I.O. #2	Intermediate Outcome Title	\$amount
	TOTAL	\$ Amount Total

The parties agree that WSCC shall NOT be responsible for any additional costs or expenses incurred by the Contracting Entity in the performance of work described in this Agreement, which include but are not limited to travel, lodging, meals, and other miscellaneous expenses otherwise incurred by the Contracting Entity.

Compensation for a deliverable shall be up to, but shall not exceed, the budgeted cost for a deliverable regardless of hours worked or other expenses related to a deliverable. Any variance shall be justified to WSCC’s Contract Manager in writing, who shall have discretion to approve or disapprove compensation for such variance.

In the event additional funds become available, any Agreement awarded may be renegotiated to provide for additional services subject to satisfactory completion of a previous phase.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

DEFINITIONS

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

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

ACCESS TO DATA

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

ACCESSIBILITY REQUIREMENTS

Contractor will remain current with Federal and Washington State accessibility standards and comply with OCIO Policy 188-Accessibility located at <https://ocio.wa.gov/policy/minimum-accessibility-standard> .

ADVANCE PAYMENTS PROHIBITED

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

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.

ATTORNEYS' FEES

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

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND INELIGIBILITY

If federal funds are the basis for this Agreement, CONTRACTOR certifies that neither it nor its principals are debarred, suspended, proposed for debarment, or voluntarily excluded from participation in transactions by any federal department or agency. CONTRACTOR further certifies that they will ensure that potential subcontractors or sub-recipients or any of their principals are not debarred, suspended, proposed for debarment, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g. grant or cooperative agreement) that are expected to equal or exceed \$25,000, and sub-awards to sub-recipients for any amount. CONTRACTOR may do so by obtaining a certification statement from the potential subcontractor or sub-recipient or by checking the "List of Parties Excluded from Federal Procurement and Non-Procurement Programs" provided on-line by the General Services Administration.

CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONTRACTOR terminate this contract if it is found after due notice and examination by the AGENT that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONTRACTOR in the procurement of, or performance under this contract.

In the event this contract is terminated as provided above, the AGENCY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of the contract by the CONTRACTOR. The rights and remedies of the AGENCY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the AGENT makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

COPYRIGHT PROVISIONS

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

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

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

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

The CONTRACTOR shall notify the AGENCY in writing of each notice or claim of infringement received by the CONTRACTOR with respect to any data delivered under this contract. The AGENCY shall have the right to modify or remove any restrictive markings placed upon any materials provided or produced under this agreement by the CONTRACTOR.

COVENANT AGAINST CONTINGENT FEES

The CONTRACTOR warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the CONTRACTOR for securing business.

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

DISALLOWED COSTS

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

DISPUTES

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

1. The request for a dispute hearing must:

- Be in writing;
- State the disputed issue(s);
- State the relative positions of the parties;
- State the CONTRACTOR'S name, address, and contract number; and

- Be mailed to the AGENT and the other party's (respondent's) contract manager within 3 working calendar days after the parties agree that they cannot resolve the dispute.
2. The respondent shall send a written answer to the requester's statement to both the agent and the requester within 5 working calendar days.
 3. The AGENT shall review the written statements and reply in writing to both parties' contract managers within 10 working days. The AGENT may extend this period if necessary by notifying the parties.
 4. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

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

INDEMNIFICATION

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

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

CONTRACTOR expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to CONTRACTOR'S or any subcontractor's performance or failure to perform the contract. CONTRACTOR'S obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

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

INDEPENDENT CAPACITY OF THE CONTRACTOR

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

INDUSTRIAL INSURANCE COVERAGE

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

LICENSING, ACCREDITATION AND REGISTRATION

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

LIMITATION OF AUTHORITY

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

NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

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

NONDISCRIMINATION

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

PRIVACY

Personal information including, but not limited to, "Protected Health Information," collected, used, or acquired in connection with this contract shall be protected against unauthorized use, disclosure, modification or loss. CONTRACTOR shall ensure its directors, officers, employees, subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein. CONTRACTOR and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as otherwise required by law.

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

PUBLICITY

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

REGISTRATION WITH DEPARTMENT OF REVENUE

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

RIGHT OF INSPECTION

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

SITE SECURITY

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

SUBCONTRACTING

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

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

TAXES

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

TERMINATION FOR CAUSE

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

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

TERMINATION PROCEDURES

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

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

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

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

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

3. Assign to the AGENCY, in the manner, at the times, and to the extent directed by the AGENT, all of the rights, title, and interest of the CONTRACTOR under the orders and subcontracts so terminated, in which case the AGENCY has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the AGENT to the extent AGENT may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to the AGENCY and deliver in the manner, at the times, and to the extent directed by the AGENT any property which, if the contract had been completed, would have been required to be furnished to the AGENCY;
6. Complete performance of such part of the work as shall not have been terminated by the AGENT; and
7. Take such action as may be necessary, or as the AGENT may direct, for the protection and preservation of the property related to this contract, which is in the possession of the CONTRACTOR and in which the AGENCY has or may acquire an interest.

TREATMENT OF ASSETS

- A. Title to all property furnished by the AGENCY shall remain in the AGENCY. Title to all property furnished by the CONTRACTOR, for the cost of which the CONTRACTOR is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the AGENCY upon delivery of such property by the CONTRACTOR. Title to other property, the cost of which is reimbursable to the CONTRACTOR under this contract, shall pass to and vest in the AGENCY upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the AGENCY in whole or in part, whichever first occurs. This paragraph does not apply to ownership of the agricultural conservation easement to be obtained by the CONTRACTOR, title to which shall remain with the CONTRACTOR.
- B. Any property of the AGENCY furnished to the CONTRACTOR shall, unless otherwise provided herein or approved by the AGENCY, be used only for the performance of this contract.
- C. The CONTRACTOR shall be responsible for any loss or damage to property of the AGENCY that results from the negligence of the CONTRACTOR or which results from the failure on the part of the CONTRACTOR to maintain and administer that property in accordance with sound management practices.
- D. If any AGENCY property is lost, destroyed or damaged, the CONTRACTOR shall immediately notify the AGENCY and shall take all reasonable steps to protect the property from further damage.
- E. The CONTRACTOR shall surrender to the AGENCY all property of the AGENCY prior to settlement upon completion, termination or cancellation of this contract

F. All reference to the CONTRACTOR under this clause shall also include CONTRACTOR'S employees, agents or SUBCONTRACTORS.

U.S. DEPARTMENT OF TREASURY, OFFICE OF FOREIGN ASSETS CONTROL

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

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

Grant Proposal Template

PROJECT TITLE

I. Proposal Summary (Executive Summary)

The Proposal Summary should be about one paragraph of 1-3 sentences and should include the amount of funding requested and give the most general description of the use that will be made of the funds.

II. Organization Description and History

The Organization(s) Description and History section should be about 1-4 pages in length and should include the history of the organization, its structure, information about office locations that will be involved in carrying out the activities that will be funded by the requested grant, major accomplishments of the organization, relevant experience and accomplishments of the organization, established partnerships and relationships that will be important to carrying out the activities funded by the grant.

III. Background

The Background section, of 2 pages in length, should provide the review panel with an explanation of the problem and what your project will accomplish if funded and any partnerships that will be involved with the project.

IV. Project Description (Program Narrative)

The project description should give the review panel a detailed description. The description should explain the goals of the project, how they will be achieved, how success or failure will be measured, what services you promise to deliver. A useful structure is to break the project down into component goals. Use each goal as its own heading and under each goal heading, list and describe the activities that will be funded to achieve that goal and how achievement of that goal will be measured or defined. The Project Description may also include information about the staff who will work on the project, their experience and qualifications to perform the activities that will be funded.

V. Project Timeline/Budget Timeline

Using your Project Description, provide the review panel with a timeline that shows the chronological order in which the activities listed under each goal heading will be undertaken and/or completed. Also include information about how/when funds that are awarded will be spent to support each activity.

VI. Budget

Provide the review panel with a table of expenditures that will be funded by the requested grant. The table must include how much funding will be requested for each Category, as well as how much of that funding may be coming from other sources.

The final grant will have separate deliverables using the categories below as sub-categories. The grantee may not need all of these categories and/or sub-categories. The Overhead amount cannot exceed 20% of the proposed Salaries and Benefits.

Example Table:

Category	Funds Requested	Funds from other sources	Total
Salaries			
Equipment			
Materials			
Consultant			
Travel			
Overhead			
Totals			



Dairy Distillation Grant Proposal Checklist

***Please include all information for your proposal in the order as stated below*

Letter of Submittal

- a. Name of Applicant and/or organization
- b. Project Name
- c. Total Grant Request Amount
- d. Contact Person for Application
- e. Title and Organization
 - i. Mailing address
 - ii. Email
 - iii. Phone number

Proposal

- ✓ Letter of Submittal
- ✓ Certifications & Assurances (Exhibit A)
- ✓ Wage & Theft Affidavit (Exhibit B)
- ✓ Proposal (see Grant Proposal Template Exhibit D)