REQUEST FOR PROPOSALS  
RFP NO. K3016

CANADA IN-MARKET REPRESENTATIVE

Proposals Due 5:00 p.m., PDT, Local Time in Olympia, Washington (UTC-7)  
on April 13, 2020

Proposals must be submitted by email.  
(Faxed or mailed proposals will not be accepted.)

RFP Coordinator: Rianne Perry  
Phone (360) 902-1841  
E-mail: rperry@agr.wa.gov

Washington State Department of Agriculture (WSDA)  
1111 Washington St SE, PO Box 42560  
Olympia WA 98504-2560

EXPECTED TIME PERIOD FOR CONTRACT: July 1, 2020 – June 30, 2022  
The Agency reserves the right to extend the contract for up to four additional years at the sole discretion of the Agency.

PROPOSED ELIGIBILITY: This procurement is open to those proponents that satisfy the minimum qualifications stated herein and that are available for work in Canada and capable of doing business with the State of Washington.
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1. INTRODUCTION AND SCOPE

1.1. DEFINITIONS

Definitions for the purposes of this RFP include:

**WSDA** – The Washington State Department of Agriculture, an agency of the state of Washington.

**Apparent Successful Contractor** – The Proponent selected to perform services, subject to completion of contract negotiations and execution of a written contract.

**Contractor** – Proponent awarded a fully executed, written contract.

**In-Market Representative** – Individual or company performing services described in Section 1.3.

**Partner Organizations** – Organizations with whom WSDA has collaborative relationships, including Washington agricultural commodity commissions and associations representing Washington agriculture, businesses, ports and economic development interests.

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

**Proponent** – Individual or company that submits a proposal in response to this RFP.

**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 prospective proponents to suggest various approaches to meet the need at a given price.

**RCW** – Revised Code of Washington

1.2. PURPOSE AND BACKGROUND

This Request for Proposals (RFP) solicits proposals for contract services to assist with the marketing and promotional activities of Washington State food and agricultural exports in foreign markets. The Washington State Department of Agriculture (WSDA) is seeking proposals for In-Market Representatives in the following countries/regions:

- Canada
- China
- Japan
- Latin America
- Middle East
- Southeast Asia
- South Korea
- Taiwan

WSDA intends to award multiple contracts as a result of this RFP, but does not intend to award contracts in all countries/regions listed above in order to assure cost-effective use of limited funds.

The WSDA International Marketing Program is responsible for promoting the export of food and agricultural products from Washington State. As part of an effort to promote successful export sales by Washington State companies and to increase the number of companies routinely exporting to the market, WSDA intends to retain the services of In-Market Representative Contractors who will be responsible for providing a wide range of services to facilitate trade and assist Washington food and agricultural companies with export market development in Canada, hereinafter referred to as “the market.”

In-Market Representatives from several countries will be part of the WSDA trade team that includes Washington-based trade specialists based in Olympia, Seattle, the Tri-Cities and Othello Washington. All partners work as an integrated team to identify small and medium sized export-ready Washington companies, to help those companies establish ongoing business relationships, and to successfully complete export transactions with foreign buyers. The WSDA trade team also works in collaboration with Partner Organizations.
Washington State is one of the most productive and diverse agricultural regions in the world, producing over 300 different crops. Washington is also a top United States producer and exporter of numerous crops and value-added products, with over $6.7 billion exported in 2018. WSDA In-Market Representatives will work with a wide variety of food, beverage and agricultural businesses and organizations to expand export opportunities. Additional information on Washington’s food and agricultural exports is available at: https://agr.wa.gov/departments/business-and-marketing-support/international/statistics

In-Market Representatives are expected to dedicate considerable time and effort to the fulfillment of their contracts, but are not required to work solely for WSDA. Contractors will report progress and track goals on a monthly basis in order to quantify the success and accomplishments of these efforts. WSDA will evaluate the performance of In-Market Representative Contractors on an annual basis.

1.3. SCOPE OF WORK AND OBJECTIVES

In-Market Representative Contractors will directly assist companies and Partner Organizations and will work collaboratively with WSDA’s Washington-based staff to increase short-term and long-term export sales to the Market. This will primarily include regular, ongoing work to find opportunities for and facilitate sales by Washington companies, assist companies in the completion of export transactions, promote Washington State products, and provide on-the-ground, problem-solving services to achieve WSDA’s export objectives. Additional project-based services may be requested during the course of the contract. Project work will be incorporated into the contract through amendments and paid separately on a per-project basis.

In-Market Representatives will report to the WSDA International Marketing Program Manager and/or the WSDA Trade Specialist assigned to the market.

1.3A Core Services

The following describes the primary work that WSDA anticipates to be performed by In-Market Representatives. As appropriate, some services must be performed on an on-going, proactive basis; other services will be in response to specific requests. Requests for services and assistance may come from WSDA, Washington companies, or WSDA partner organizations. The In-Market Representative will include WSDA on correspondence with companies and partner organizations.

Market Intelligence
- Provide market intelligence, analysis and reports on local demand and market trends; key importers, distributors and distribution channels; consumer profiles; laws and regulations; international competitors in the market place; emerging opportunities for Washington products and other information that will help Washington companies penetrate and succeed in the market. Conduct due diligence to research opportunities for all products. When product is not a good fit, provide thorough feedback and explanation; continue to evaluate potential.
- Provide up-to-date information on tariffs and duties, customs regulations, import regulations and other government regulations concerning trade.
- In cooperation with staff, identify market potential for Washington state food and agricultural products and advise WSDA, interested companies, and partner organizations of such opportunities.

Market Development
- Meet with key firms and government agencies in the market to introduce the strengths and capabilities of Washington State and inform them of the efforts and interests of WSDA.
- Aggressively market Washington State food and agricultural products, with an emphasis on new-to-market products to buyers, distributors and importers.
- Identify key opportunities and develop strategies for Washington food and agricultural products to be successful in the market, making specific recommendations to WSDA on how to more effectively approach, develop and take advantage of these opportunities.
- Assist WSDA and partner organizations in drafting goals and strategic plans for efforts in the market.
Export Transaction Services
- Introduce Washington companies to potential buyers in the marketing, distribution, transportation, retailing, foodservice, and ingredient sectors and help build successful working relationships. Follow-up to determine results and whether additional assistance is required.
- Search out and transmit to WSDA qualified trade leads and names of specific buyers, distributors and importers seeking potential Washington products.
- Assist Washington companies with their export transactions, including an understanding of phytosanitary requirements, quarantine and inspection procedures, customs clearance, documentation, labeling, pricing strategy, financing, shipping and other considerations related to the import of Washington food and agricultural products into the market.
- Assist individual Washington companies and representatives of partner organizations who visit the market by coordinating and accompanying them to meetings, assisting with language translation, transportation logistics, shipment of samples, and other in-country assistance as needed.

Trade Promotion & Advocacy
- In order to promote Washington products and the state’s trade interests, establish and maintain regular contact and collaborative relationships with:
  - Relevant governmental agencies, trade offices, and other regulatory bodies involved in food and agriculture policy for the market;
  - U.S. government agencies, including the American Embassy and Consulates, the USDA Foreign Agricultural Service (FAS) and Agricultural Trade Offices (ATO) or equivalents, and the U.S. Department of Commerce Foreign and Commercial Service;
  - In-market representatives of WSDA partner organizations and U.S. Market Access Program (MAP) Cooperators, including State Regional Trade Groups.
- Work with local USDA Agricultural Trade Offices (or equivalents) to encourage the inclusion of Washington products for tastings and other promotional opportunities.
- Provide and prepare reports and presentations on the market as requested by WSDA.
- Respond to and assist with resolving market access or other trade issues that may arise in the market on an as-needed basis.
- Assist Washington companies exhibiting at or attending tradeshows by arranging for qualified buyers to visit their booths and/or setting-up buyer appointments for exhibitors/attendees; offer and arrange additional (pre/post-show) in-country assistance, meetings and tours as appropriate; follow-up with buyers after the show to gather information on products of interest, anticipated purchases, and other feedback for companies.
- Share and translate WSDA-provided social media content on local social media channels. If creating content, WSDA must provide pre-approval.
- Work with WSDA to develop and produce promotional materials such as videos and brochures introducing targeted Washington products to the market. Materials should be produced in the local language. (WSDA will cover printing and other incidental expenses.)

Additional Core Services and Deliverables
- Maintain a database of importers, distributors, buyers, major companies and government agencies as potential clients and contacts for Washington companies, WSDA, and partner organizations. The database shall be made available to WSDA upon request.
- Travel to Washington annually for a scheduled week-long visit to conduct in-person consultations with Washington companies and partner organizations. Dates will be set each year in collaboration with WSDA staff and other In-Market Representatives. (Potential 2020 dates under consideration include August 10-14 or August 31-September 4.) Expectations for consultation preparation and follow-up will be provided by WSDA.
- Travel to Washington or to a WSDA-approved U.S. tradeshows at least once annually to bring buyer(s) for meetings with Washington companies. The schedule and itinerary will be coordinated in collaboration with WSDA staff.
- Participate in monthly conference call with assigned WSDA Trade Specialist.
- Participate in monthly conference call with all WSDA staff and other In-Market Representatives.
• Maintain consistent contact information and availability for WSDA, companies, and partner organizations to contact via phone or email as-needed during the Contractor’s regular business hours. When unavailable or unable to respond in a timely manner, provide WSDA with advance notice and a primary point of contact during the absence.

• Submit Monthly Report that includes, at a minimum: activities completed and services provided the previous month; activities anticipated or planned the following month; updates on performance measures as provided in Section 1.3C; and updates on emerging opportunities, new regulations, and any other economic, political, or trade issues that may affect the export of Washington food and agricultural products to the market.

• Work with assigned WSDA Trade Specialist to develop an updated annual marketing plan that includes, but may not be limited to: a summary of market conditions and opportunities; current market trends and areas of greatest opportunity; recommended events in which the Contractor, WSDA, Washington companies or partner organizations should participate; key business and governmental contacts and recommendations on who should make the contact(s) and timeframes for action; other information important for planning marketing activities during the next fiscal year.

• Provide the necessary support, administrative staff, business tools, telephone, internet, hours of operation and office space necessary to carry out the requirements of this contract.

• Notify WSDA in advance of any change to office location or contact information.

• Quickly respond to requests for assistance. Follow-up to assess whether additional assistance is required and to confirm results.

• Demonstrate exceptional customer service when interacting with companies, partner organizations, local and U.S. government staff, and other entities. Build and maintain collaborative relationships that contribute to the Contractor’s ability to successfully represent WSDA.

• New In-Market Representatives Only: travel to Washington within three months of contract award (or as otherwise approved) for an estimated 2-3 day orientation. (May immediately precede annual consultation visit, if scheduling allows.)

1.3B: Project-Based Services

From time to time, WSDA may request that In-Market Representative Contractors organize trade activities (projects) during the term of the contract. Any specific projects and dates will be determined with WSDA staff after contract award and on an on-going basis, including during the annual marketing plan update. Project work will be incorporated into the contract through amendments and paid separately on a per-project basis.

Note that WSDA is not authorized to reimburse travel expenses for foreign buyers or Washington company/organization participants. It is expected that participants will pay their own travel expenses, unless WSDA receives grant funding for this purpose.

Inbound Buying Missions

Inbound Buying Missions will typically include 3-5 buyers traveling to Washington to participate in one-on-one meetings with Washington companies, as well as group meetings, tours, presentations and other trade activities.

Typical responsibilities include:

• Work with WSDA staff to determine needs and goals for the Buying Mission.

• Pre-qualify and recruit appropriate buyers, including any recommendations made by other partners such as the local USDA FAS office.

• Communicate closely with buyers to understand their buying interests.

• Provide a detailed profile of each buyer for WSDA pre-approval.

• Collaborate with WSDA staff on details of the itinerary.

• Work with WSDA staff to make appropriate travel arrangements.

• Accompany the buyers’ delegation and assist with mission tasks such as interpretation and general management/logistics of mission.

• Follow-up with buyers after the mission to gather information on products of interest, anticipated purchases, and other feedback for companies.
Submit a report that includes, but is not limited to: a brief summary of the mission, conclusions, next steps, follow-up activities, key learnings, results and recommendations.

**Outbound Trade Missions**
Outbound Trade Missions will typically include 4-6 Washington companies and/or partner organization representatives travelling to the market to participate in one-on-one meetings with buyers, market briefings, tours, presentations and other business and market-related trade activities.

Typical responsibilities include:
- Work with WSDA staff to determine needs and goals for the Outbound Mission.
- Work with WSDA staff on details of the itinerary.
- Arrange for government briefings, markets tours, relevant networking events and multiple business-to-business meetings for each Washington company/organization.
- Coordinate all trade mission logistics including but not limited to: ground transportation, hotel reservations, meeting space, and interpreter services.
- Assist companies with sample importation process.
- Prepare a supplier directory for buyers.
- Accompany the WSDA delegation throughout the trade mission and assist with logistical and translation/interpretation duties as required.
- Follow-up with buyers after the mission to gather information on products of interest, anticipated purchases, and other feedback for companies.
- Follow-up with each participating company/organization after the mission to discuss the trade mission’s results, provide feedback from buyers and define next steps.
- Submit a report that includes, but is not limited to conclusions, next steps, follow up activities, key learnings, results and recommendations.

**Washington Government Trade Missions**
WSDA typically participates in one trade mission per year led by the Governor, WSDA Director, or in collaboration with other Washington State government agencies. It is unknown at this time where future missions will occur. If a Contractor’s market is selected for a government trade mission during the contract period, responsibilities will likely include: assistance with developing the agriculture delegation’s itinerary, working with the local USDA FAS office to arrange government meetings, promoting the mission to local media, arranging in-store demonstrations, securing meeting space and ground transportation, coordinating promotional events and receptions, and providing on-the-ground assistance during the mission. Fees for any government missions will be negotiated prior to the activity based on services required and the contract will be amended accordingly.

**Other Projects**
In addition to Inbound Buying Missions and Outbound Trade Missions, WSDA may request other projects that promote Washington food and agricultural products and increase export sales opportunities. Examples of such projects include tradeshows booth or pavilion organization, product promotions (retail, restaurant, etc.), inbound buying missions to U.S. tradeshows, and market-specific export education seminars or webinars. Depending on the nature of the project and costs involved, WSDA may apply for grant funding. The scope of work and fees will be negotiated prior to each project and the contract will be amended accordingly.

**Partner Organization Utilization**
From time-to-time, Partner Organizations may request to utilize the services of In-Market Representatives. Contractors will not be obligated to provide the services, but if the Contractor is willing and WSDA approves in-writing, the project pricing identified in Section 3.5B will be applicable to the services provided to the Partner Organization. Depending on circumstances, the resulting agreement will be (1) a direct contract between the Partner Organization and the Contractor, or (2) the Contractor will provide services pursuant to a contract amendment after WSDA and the Partner Organization have entered into an interagency agreement.
1.3C Performance Measures
In-Market Representative Contractors’ performance will be measured by tracking and updating indicators that show tangible progress in Washington State’s efforts to develop the market and for Washington companies to successfully transact export sales. In-Market Representative Contractors will provide updates on the following indicators in each monthly report. WSDA will provide the required format and instructions. (Performance measures may be revised during the contract period.)

- Companies assisted
- New-to-export companies assisted
- New-to-market companies assisted
- Partner organizations assisted
- Other assistance provided
- Meetings with buyers/importers/distributors
- Meetings with local country government officials/staff
- Meetings with U.S. government officials/staff
- Buyer/seller introductions facilitated (via email, in-market, etc.)
- Trade leads identified, qualified, and distributed to WSDA
- Verified sales resulting from assistance or project-based activity
- Success stories (includes “successes” other than sales)

1.4. MINIMUM QUALIFICATIONS
Minimum qualifications include:

- Authorized as required by law to conduct business under the laws of all country/ies in which services will be performed.
- Located in the country or region of proposed representation.
- Speak and write both the local language and English fluently.
- Ability to effectively engage in two-way communication with both U.S. and local businesses.
- Two (2) years market development experience with foreign firms, of which at least some experience is with food and agricultural products. Experience with United States firms and/or products is preferred.
- Business knowledge and experience covering both the United States and the local market, including demonstrated knowledge of the business climate between the two countries.
- Current knowledge of, and a network of contacts in, the market’s trade and distribution sectors, the local government (including import regulatory agencies) and the local U.S. trade community in the market (such as USDA, chambers of commerce, etc.).
- Knowledgeable of the market’s import regulations and processes, including phytosanitary requirements and procedures, and required import documentation.
- Experience in market research and analysis.
- Experience in carrying out market development strategies and programs.
- Skilled at and willing to provide on-the-ground problem solving.
- Possess basic computer skills, including Microsoft Windows, Word and Excel.
- Able and willing to use web-based technologies, including video conferencing and local social media platforms.
- Strong sense of ethics and good judgment, including identifying and mitigating potential conflicts of interest.
- Ability to professionally and ethically represent Washington companies, partner organizations, and WSDA in the local business, trade and government communities.

1.5. FUNDING
WSDA has a maximum annual budget of $400,000 to fund multiple In-Market Representatives for monthly core services and projects.

Any contract awarded as a result of this procurement is contingent upon the availability of funding.
1.6. PERIOD OF PERFORMANCE
The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about July 1, 2020 and to end on June 30, 2022. Amendments extending the period of performance, if any, shall be at the sole discretion of the WSDA. WSDA reserves the right to extend the contract(s) for up to four additional years.

2. GENERAL INFORMATION FOR PROPOSENTS

2.1. RFP COORDINATION
The below listed RFP Coordinator is the sole point of contact in the WSDA for this procurement.

<table>
<thead>
<tr>
<th>Name</th>
<th>Rianne Perry</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email Address</td>
<td><a href="mailto:rperry@agr.wa.gov">rperry@agr.wa.gov</a></td>
</tr>
<tr>
<td>Phone Number</td>
<td>(360) 902-1841</td>
</tr>
</tbody>
</table>

Prospective Proponents must direct all communication concerning this RFP to the RFP Coordinator. Communication directed to WSDA personnel other than the RFP Coordinator may result in disqualification. Proponents must not rely on WSDA communications concerning this RFP unless in-writing and issued by the RFP Coordinator.

2.2. PROPOSANT’S RESPONSIBILITIES
A. Read and understand the solicitation document and all attachments.
B. Seek clarifications if necessary.
C. Become familiar with and abide by applicable United States laws and Washington State statutes and regulations.

2.3. ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

<table>
<thead>
<tr>
<th>Activity</th>
<th>Date/Time</th>
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<tbody>
<tr>
<td>Issue Request for Proposals</td>
<td>March 12, 2020</td>
</tr>
<tr>
<td>Question &amp; answer period</td>
<td>March 12– April 3, 2020</td>
</tr>
<tr>
<td>Last date for questions</td>
<td>April 3, 2020</td>
</tr>
<tr>
<td>Issue last addendum to RFP</td>
<td>April 6, 2020</td>
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<tr>
<td>Proposals due</td>
<td>April 13, 2020, 5:00 PM, PDT (UTC-7)</td>
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<tr>
<td>Evaluate proposals</td>
<td>April 14 – May 8, 2020</td>
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<tr>
<td>Conduct oral interviews with finalists, if required</td>
<td>May 11 – 22, 2020</td>
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<tr>
<td>Conduct second round of interviews, if required</td>
<td>May 25 – 29, 2020</td>
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<td>Announce “Apparent Successful Contractors”</td>
<td>June 5, 2020</td>
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<td>Send notification to unsuccessful Proponents</td>
<td>June 8, 2020</td>
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<td>Negotiate and execute contracts</td>
<td>June 15 – 30, 2020</td>
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<tr>
<td>Begin contract work</td>
<td>July 1, 2020</td>
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</table>

WSDA reserves the right to revise the above schedule.
2.4. SUBMISSION OF PROPOSALS
Proponents must deliver proposals in Word, Excel, or PDF formats to the RFP Coordinator at the email address specified in Section 2.1 no later than the specified due date and time in Section 2.3. The proposal submission must not exceed 10MB.

Proponents are responsible for ensuring timely receipt of proposals by WSDA. Allow for normal delivery time and internet latency. WSDA is not responsible for delays caused by email transmission.

WSDA will disqualify late proposals and proposals transmitted using facsimile transmission or physical delivery services.

The proposals must respond to the procurement requirements set forth in this RFP. The electronically delivered proposal must be complete, stand on its own, and conform to the format specified by the WSDA. WSDA will consider only material submitted with the proposal – do not reference material presented elsewhere or provide links to websites.

All submitted proposals, including supporting documentation, become the property of the WSDA. WSDA will not return any materials.

2.5. CONFIDENTIAL INFORMATION & PUBLIC DISCLOSURE
All submitted materials considered by WSDA are public records as defined in Chapter 42.56 RCW and subject to public disclosure upon request unless otherwise exempt from disclosure under Chapter 42.56 RCW or other law. Any information that the Proponent believes to be exempt from public disclosure must be clearly identified by the particular exemption from disclosure upon which the Proponent is claiming. For example, if the Proponent is claiming information to be exempt because it is valuable research data under RCW 42.56.270 or a trade secret under Chapter 19.108 RCW, the Proponent must mark the specific parts of each page containing the information claimed to be exempt from disclosure, identify the exemption claimed in the margin, and print “Confidential Information” on the lower right hand corner of the page. Proponents must minimize such claims to the precise paragraphs, phrases or words that represent information the Proponent believes to be exempt. WSDA will disqualify any proposal marked entirely or substantially as confidential.

To the extent that is consistent with chapter 42.56 RCW, WSDA will maintain the confidentiality of all information that the Proponent claims to be confidential. If the scope of If a public records request is made for the information that the Proponent has marked as confidential, WSDA will notify the Proponent of the request. If WSDA determines the information is not subject to a valid exemption, WSDA will also notify the Proponent of the date that the records will be released to the requester unless the Proponent obtains a court order enjoining that disclosure. If the Proponent fails to obtain the court order enjoining disclosure, WSDA will release the requested information on the date specified. If the Proponent obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to Chapter 42.56 RCW, WSDA will maintain the confidentiality of the Proponent's information as required by the court.

2.6. CLARIFICATIONS AND CHANGES TO THE RFP
Clarification and changes to the RFP will be published as addenda to the RFP. Prospective proponents who wish to receive email notification of addenda must provide notice to the RFP Coordinator and email their name, email address, and telephone number. WSDA will also publish addenda on Washington’s Enterprise Business Solution (WEBS) and the WSDA website.

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

2.7. ACCEPTANCE PERIOD
Proposals must be valid for at least 90 days following the specified due date and time in Section 2.3.
2.8. RESPONSIVENESS
All proposals will be reviewed by the RFP Coordinator to determine compliance with administrative requirements and instructions specified in this RFP. WSDA has the right to reject any proposal as non-responsive if the proposal fails to comply with any part of the requirements of this RFP.

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

2.9. MOST FAVORABLE TERMS
WSDA 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 Proponent can propose. There will be no best and final offer procedure. The WSDA reserves the right to contact a Proponent 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 the Proponent's entire proposal. It is understood that the proposal will become a part of the official procurement file on this matter.

2.10. CONTRACT AND GENERAL TERMS & CONDITIONS
Apparent Successful Contractors will be expected to enter into contracts that are substantially the same as the sample contract and its general terms and conditions attached as Exhibit B. In no event is a Proponent to submit its own standard contract terms and conditions in response to this solicitation. The Proponent may submit exceptions to the sample contract and contract terms and conditions. All exceptions must be submitted as an attachment to the Certifications, Assurances, and Executive Order 18-03 form provided in Exhibit A. WSDA will review requested exceptions and accept or reject the same at its sole discretion.

2.11. COSTS TO PROPOSE
WSDA will not be liable for any costs incurred by the Proponent in preparation of a proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

2.12. NO OBLIGATION TO CONTRACT
This RFP does not obligate the state of Washington or WSDA to contract for services specified herein.

2.13. REJECTION OF PROPOSALS
The WSDA 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.

2.14. COMMITMENT OF FUNDS
The Director of the WSDA or his delegate is the only individual who may legally commit the WSDA to the expenditures of funds for a contract resulting from this RFP. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

2.15. ELECTRONIC PAYMENT
The state of Washington prefers to utilize electronic payment via wire transfer in its transactions with foreign firms. WSDA will provide the successful Contractor a form to complete with the contract to authorize such payment method.

2.16. INDEMNIFICATION AND INSURANCE
To enter into a contract with WSDA, Proponents must agree to indemnify, defend, and hold harmless the State of Washington. This means that Contractors will be responsible for any claims, suits, actions, costs, damages or expenses arising from acts or omissions of the Contractor or Subcontractor, or agents of either, while performing under the terms of this Contract. WSDA will additionally require the successful Contractor, and any Subcontractors, to maintain the following or its equivalent: Commercial General Liability insurance, including contractual liability, in an adequate quantity to protect against legal liability arising out of contract activity but no less than $1,000,000 per
occurrence and, if using a private vehicle to provide services, automobile liability insurance with a minimum limit of $1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

2.17. U.S. DEPARTMENT OF TREASURY, OFFICE OF FOREIGN ASSETS CONTROL
WSDA 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.treasury.gov/about/organizational-structure/offices/Pages/Office-of-Foreign-Assets-Control.aspx. Compliance with OFAC payment rules ensures that WSDA 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.

3. PROPOSAL CONTENTS

3.1. GENERAL
Proposals must include all parts specified in this section, be written in English and be submitted in this order, using the same headings:

1. Letter of Submittal
2. Signed Certifications, Assurances, and Executive Order 18-03 (Exhibit A to this RFP);
3. Technical Proposal
   a. Summary of Market Conditions and Opportunities
   b. Marketing Plan
   c. Ideas to Increase Sales
4. Management Proposal
   a. Experience and Qualifications
   b. Staff Qualifications/Experience
   c. Office Information
5. Cost Proposal
   a. Core Services Costs
   b. Project-Based Services Costs

This will not only be helpful to the evaluators of the proposal, but should assist the Proponent 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.

3.2. LETTER OF SUBMITTAL (MANDATORY)
The Letter of Submittal must clearly specify the country/region where the Proponent intends to provide representation. Attach to the letter, a page(s) listing the following information about the Proponent and any proposed subcontractors:

1. Name, address, principal place of business, telephone number, and email address of legal entity or individual that would enter the contract.
2. Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.), if applicable.
3. Proponent’s business organization, (individual, sole proprietorship, partnership, corporation, etc.), domicile country, and, if applicable, the year the entity was organized to do business as the entity now substantially exists.

4. If submitting as an individual, Proponent’s citizenship.

5. Address of the office facility/ies from which the Proponent would operate.

6. References: List names, addresses, telephone numbers, and email addresses of three (3) business references for the Proponent and briefly describe the type of service provided. Do not include current WSDA staff as references. WSDA may evaluate references at the WSDA’s discretion. Submittal of a proposal constitutes the Proponent’s approval for WSDA to contact references.

7. Identify any state employees or former state employees employed or on the firm’s governing board as of the date of the proposal. Include their position and responsibilities within the Proponent’s organization. If following a review of this information, it is determined by the WSDA that a conflict of interest exists, the Proponent may be disqualified from further consideration for the award of a contract.

8. If the Proponent or any subcontractor contracted with the state of Washington during the past 24 months, indicate the name of the agency, the contract number, project description and/or other information available to identify the contract.

9. If the Proponent’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.

10. If the Proponent 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 Proponent’s non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Proponent, or (b) litigated and such litigation determined that the Proponent was in default. Submit full details of the terms for default including the other party’s name, address, and phone number. Present the Proponent’s position on the matter. The WSDA 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 Proponent in the past five years, so indicate.

11. Proponent’s existing liability insurance coverage including vendor and amount per occurrence.

12. Proponent’s taxpayer status in the United States. If required to pay taxes, provide tax identification number (TIN).

3.3. COMPLIANCE WITH GOVERNOR’S EXECUTIVE ORDER 18-03 (SCORED)
The Washington State Governor issued Executive Order 18-03 directing state agencies to seek contracts with entities that can certify their employees are not required to sign, as a condition of employment, mandatory individual arbitration clauses and class or collective action waivers. Consistent with Executive Order 18-03 and pursuant to RCW 39.26.160(3), which provides that WSDA may consider best value criteria when selecting a Proponent, WSDA will evaluate proposals for best value and provide a scoring preference in the amount of five (5)% to any Proponent who certifies, pursuant to the certification attached as Exhibit A – Certifications, Assurances, and Executive Order 18-03, that their firm does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waiver.
3.4. TECHNICAL PROPOSAL (SCORED)

Provide a Technical Proposal, which must contain the following elements:

A. Summary of Market Conditions and Opportunities: Provide a summary of market conditions and opportunities for Washington State food and agriculture products in the proposed market, current market trends for these products, and the areas of greatest opportunity.

B. Marketing Plan: Provide a marketing plan addressing each section in the Scope of Work. Identify the location(s) of proposed coverage in the market/region and the approach to providing sufficient coverage in those areas. (If proposing coverage within a single country, identify areas of coverage within the country. If proposing coverage within a region, identify the countries within the region.) Indicate the amount of time (daily, weekly or monthly) expected to be spent on this contract. Recommend specific events in which WSDA, Washington companies and/or organizations should consider participation.

C. Ideas to Increase Sales: Describe any additional ideas to increase the short-term and long-term sales of Washington State food and agriculture products in the market, including the proposed approach for implementing these ideas.

3.5. MANAGEMENT PROPOSAL (SCORED)

A. Experience and Qualifications – Provide a written narrative that describes:

A) Relevant experience in providing the services described in the Scope of Work, including the dates, length of service, role, types of products covered and experience in the market(s) proposed for coverage. Provide examples of trade contacts that represent connections with buyers, importers, government officials and other relevant entities.

B) Familiarity with the market’s import regulations, trade barriers, logistics and other challenges for food and agriculture products from the United States.

C) Any other relevant experience that indicates qualifications for the performance of the potential contract.

D) Current contracts and contracts over the last five years that relate to the ability to perform the services needed under this RFP. List the contracting party, the contract’s period of performance, and a contact person, including telephone number and email address.

B. Staff Qualifications/Experience – Identify all other personnel, including subcontractors and administrative staff, who will be assigned to the potential contract. Indicate the responsibilities and qualifications of each and the amount of time assigned to the contract. Include information on the individual’s particular skills related to this project, as well as their education, experience, significant accomplishments or any other pertinent information.

C. Office Information – Describe the proposed office location(s) and space. If planning to work from a home office, describe the measures in place to ensure the arrangement does not negatively impact the ability to provide the services required. WSDA may visit the office during the course of the contract.

3.6. COST PROPOSAL

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

A. Core Services Costs (SCORED)

Identify the monthly fee in U.S. dollars for performing the services necessary to accomplish the Core Services as described in Section 1.3A. This all-inclusive monthly rate should include all staff costs and any expenses necessary to accomplish the Core Services tasks and deliverables including the contractor's travel (in-country/in-region as-needed and required to Washington/the U.S. at least twice each year). The monthly fee should NOT include any project-related costs. Proponents are responsible for collection and payment of all applicable taxes, if any.

Monthly Core Services Fee: ___
B. **Project-Based Service Costs (MANDATORY)**

Provide the fee for each service below as described in Section 1.3B. Fees should include only costs for coordinating the activity. Do NOT include travel or other associated project costs. (Contractor travel expenses will be incorporated into the contract amendment and reimbursed at current Washington State/U.S.-approved per diem rates. Buyer and company participant travel will be paid by the participant or may be covered by grant funding. Other project costs, including meeting space and ground transportation, will be covered by WSDA.)

The project-based fees provided below will not be scored, but will be incorporated into any awarded contract’s pricing structure. The Proponent agrees to honor these fees for the coordination of Inbound Buying Missions and Outbound Trade Missions as described in Section 1.3B. Fees for any additional participants will be negotiated at the time of contract amendment. The Proponent will also extend this pricing to WSDA Partner Organizations, should the Proponent agree to provide these services to them.

- Inbound Buying Mission Fee for 3-5 buyer participants: ___
- Outbound Trade Mission Fee for 4-6 company/organization participants: ___

C. **Computation**

The score for the cost proposal will be computed by dividing the lowest monthly fee received by the Proponent’s proposed monthly fee. Then the resultant number will be multiplied by the maximum possible points for the cost section.

4. **EVALUATION AND CONTRACT AWARD**

4.1. **EVALUATION PROCEDURE**

Timely submitted and responsive proposals will be evaluated in accordance with the requirements stated in this solicitation and any addenda issued. The RFP Coordinator may contact the Proponent for clarification of any portion of the Proponent’s proposal.

The evaluation process will consist of two phases:

Phase 1) WSDA’s designated evaluation team will evaluate and score all Proposals in accordance with the following:

<table>
<thead>
<tr>
<th>Component</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technical Proposal</td>
<td>50</td>
</tr>
<tr>
<td>Management Proposal</td>
<td>30</td>
</tr>
<tr>
<td>Cost Proposal</td>
<td>20</td>
</tr>
<tr>
<td>Executive Order 18-03 Certification</td>
<td>5</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>105 Points</strong></td>
</tr>
</tbody>
</table>

WSDA then will rank the proposals for each market by score.

Phase 2) Once WSDA has identified top-scoring firms for each market, WSDA will determine the markets that present the best potential for cost-effective and successful promotion of Washington State products. Such determination will be based on multiple factors including: quality of the proposals received for that market, market demand, interest from Washington companies and organizations, growth potential, market coverage and available budget.

WSDA reserves the right to award the contract(s) to the Proponent(s) whose proposal is deemed to be in the best interest of the WSDA and the state of Washington. WSDA may select multiple Contractors within a region or country.
4.2. INTERVIEWS MAY BE REQUIRED
At any time after WSDA has initially scored the proposals, WSDA may, at its sole discretion, elect to schedule interviews of the finalists. In this event, WSDA will contact the top-scoring firm(s) in the market to schedule a date, time and location for the interview, which may be in-person or by videoconference. Commitments made by the Proponent during an interview, if any, will be considered binding.

Interviews, if conducted, will determine preferred markets and/or the Apparent Successful Contractor(s) for each preferred market.

4.3. NOTIFICATION TO PROPONENTS
The WSDA will notify the Apparent Successful Contractor(s) 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 email.

4.4. DEBRIEFING OF UNSUCCESSFUL PROPONENTS
Any Proponent not selected for contract award may request a debriefing. Unsuccessful Proponents must submit debriefing requests to the RFP Coordinator no later than 5:00 PM, PDT, local time for Olympia, Washington (UTC-7) on the third business day following the transmittal of the Unsuccessful Proponent Notification. The debriefing must be held within five (5) business days of the request.

Discussion at the debriefing conference will be limited to the following:
- Evaluation, scoring, and rank of the firm’s proposal;
- Critique of the proposal based on the evaluation.

WSDA will discuss only the proposal submitted by the Proponent requesting a debriefing. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one hour.

4.5. PROTEST PROCEDURE
Only Unsuccessful Proponents who submitted timely and responsive proposals in response to this RFP and who have participated in a debriefing conference may protest denials of their proposals.

WSDA will not consider Protests that do not comply with the following procedures. This procedure constitutes the sole administrative remedy available to Proponents under this procurement.

All protests must be in writing, addressed to the RFP Coordinator, and signed by the protesting party or an authorized Agent. Protests must be delivered to the RFP Coordinator no later than 5:00 PM, PDT, local time for Olympia, Washington (UTC-7) on the third business day following the debriefing. Protests may be submitted by email, but must be followed by the document with an original signature. 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.

WSDA will consider only the following allegations:
- 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 WSDA policy.

WSDA will reject allegations concerning WSDA’s exercise of discretion such as, but not limited to 1) an evaluator’s professional judgment on the quality of a proposal, or 2) WSDA’s assessment of its own and/or other agencies needs or requirements.

Upon receipt, the protest will be reviewed by the WSDA Director or the Director’s delegate, an agency employee who was not involved in the procurement. The reviewer 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 Proponent that also submitted a proposal,
such Proponent 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 will:

- Find the protest lacking in merit and uphold WSDA’s action; or
- Find only technical or harmless errors in WSDA’s acquisition process and determine the
  WSDA to be in substantial compliance and reject the protest; or
- Find merit in the protest.

If the reviewer finds merit in the protest, WSDA may:

  -- 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 reviewer determines that the protest is without merit, the WSDA will enter into a contract with
the apparently successful Contractor.

5. RFP EXHIBITS

  Exhibit A  Certifications, Assurances, and Executive Order 18-03
  Exhibit B  Sample Contract, including General Terms and Conditions
EXHIBIT A

CERTIFICATIONS, ASSURANCES, AND EXECUTIVE ORDER 18-03

I/we make the following certifications and assurances as a required element of the proposal for RFP K3016 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 90 days following receipt, and it may be accepted by the WSDA without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 90-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. Proponent Responsibility Criteria: Proponent certifies that Proponent has not, within the three-year period immediately preceding the date of release of this competitive solicitation, been determined by a final and binding citation and notice of assessment issued by the state of Washington Department of Labor and Industries or through a civil judgment to have willfully violated state minimum wage laws (RCW 49.38.082; Chapters 49.46 RCW, 49.48 RCW, or 49.52 RCW). Proponent attests under penalty of perjury that the foregoing statement is true and correct.

6. I/we understand that the WSDA will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of the WSDA, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.

7. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Proponent and will not knowingly be disclosed by him/her, directly or indirectly, to any other Proponent 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 Proponent 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 WSDA the right to contact references and others, who may have pertinent information regarding the ability of the Proponent to perform the services contemplated by this RFP.

11. The Proponent will identify if any firm principal is a participant in the Washington State 2008 Early Retirement Factor program: Yes ☐ No ☐
12. WORKERS’ RIGHTS (EXECUTIVE ORDER 18-03). Proponent certifies as follows (must check one):

☐ NO MANDATORY INDIVIDUAL ARBITRATION CLAUSES AND CLASS OR COLLECTIVE ACTION WAIVERS FOR EMPLOYEES. Proponent does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

OR

☐ MANDATORY INDIVIDUAL ARBITRATION CLAUSES AND CLASS OR COLLECTIVE ACTION WAIVERS FOR EMPLOYEES. Proponent requires its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

13. We (circle one) are / are not submitting proposed Contract exceptions. (See Section 2.11) If Contract exceptions are being submitted, I/we have attached them to this form.

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.

We are submitting a scanned signature of this form with our proposal.

PROONENT NAME: _____________________________________________________

Print full legal name of the entity submitting the Proposal

By: ______________________________

Signature of Proponent’s authorized person

Print name of person making certifications for Proponent

Title: ______________________________

Title of person signing certificate

Place: ______________________________

Print city and country where signed

Date: ________________________________
SAMPLE CONTRACT

CONTRACT FOR SERVICES

BETWEEN

WASHINGTON STATE
DEPARTMENT OF AGRICULTURE
AND

Contract Number is made and entered into by and between the Washington State Department of Agriculture "WSDA" and "Contractor".

Contractor Name:
Contact:
Contact Title:
Address:
Email:
Phone Number:
Employer TIN: (if applicable)

PURPOSE
It is the purpose of this Contract to _________ (e.g., provide, obtain, etc.) ________

In consideration of the terms and conditions contained herein, the parties agree as follows:

TERMS AND CONDITIONS
WSDA and Contractor agree to the following terms set forth in this Contract, including the Special Terms and Conditions; Attachment A: General Terms and Conditions, Attachment B: Statement of Work and Budget; Attachment C: WSDA’s Request for Proposals; Attachment D: the Contractor’s Proposal. The foregoing documents and any matter the documents incorporated by reference is the complete Agreement and governs the rights and obligations of both parties.

SPECIAL TERMS & CONDITIONS

STATEMENT OF WORK
The Contractor shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of work set forth in the Statement of Work, Attachment B, attached hereto and incorporated herein.

All written reports required under this contract must be delivered to ________________, the Contract Manager, in accordance with the schedule outlined above.

PERIOD OF PERFORMANCE
This Contract begins on __________ or upon execution whichever is later, and ends on __________, unless terminated sooner or extended by WSDA as provided herein.

WSDA reserves the right at its discretion, to extend the contract for up to ________ additional years.
COMPENSATION
WSDA 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 Statement of Work, Attachment B, and in accordance with the Budget, Attachment C, which is attached hereto and incorporated by reference herein.

BILLING PROCEDURES
WSDA will pay the Contractor within 30 calendar days of receipt of properly completed invoice vouchers. Invoices must include the information that is necessary for WSDA to determine the date and exact nature of all expenditures. Each voucher must clearly reference Contract Number __________. If Contractor does not have an invoice template to request payment, Contractor can request a copy of a Certified State Invoice Voucher (Form A-19) from WSDA. Invoices must be submitted to WSDA’s Contract Manager.

Payment will be by wire transfer (or other agreed-upon method) after WSDA’s Contract Manager has accepted each deliverable as described in the Statement of Work. Contractor shall not submit invoices in advance of performing services or incurring expenses. Contractor must submit final invoices no later than 30 days after the expiration or termination date of the Contract.

Timely payment. Payment by WSDA is timely if it is transferred within 30 days of WSDA’s receipt of a properly completed invoice.

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 acts or omissions of the Contractor or Subcontractor, or agents of either, while performing under the terms of this Contract. The Contractor shall provide insurance coverage which the Contractor shall maintain in full force and effect during the term of this Contract as follows:

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

2. Automobile Liability: In the event that services delivered pursuant to this Contract involve the use of vehicles, either owned or unowned by the Contractor, automobile liability insurance is required. The Contractor shall notify his insurance carrier of the business use and submit to WSDA a statement from the carrier acknowledging that the Contractor is insured for such use. This statement may be, for instance, a notation of coverage on the insurance certificate/s. The minimum limit for automobile liability is: $1,000,000 Per Occurrence, using a Combined Single Limit for bodily injury and property damage.

3. Additional Provisions

   Additional Insured. The insurance required will be issued by an insurance company/ies authorized to do business within the State of Washington, and will name the state of Washington, its agents and employees as additional insureds under the insurance policy/ies. All policies will be primary to any other valid and collectable insurance.

   Cancellation. WSDA will be provided 30 calendar days written notice before cancellation or non-renewal of any insurance referred to herein. CONTRACTOR will
instruct the insurers to give WSDA 30 calendar days advance notice of any insurance cancellation or non-renewal action.

Identification. Policy must reference the WSDA's contract number and the WSDA by 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 will be reviewed and approved by WSDA's Risk Manager or the Risk Manager of the Office of Financial Management, 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 the CONTRACTOR, and such coverages and limits will not limit CONTRACTOR's liability under the indemnities and reimbursements granted to the State in this contract.

The insurance required above must be issued by an insurance company(s) authorized to do business within the state of Washington and name the state of Washington, its agents and employees as additional insureds under the insurance policy(s). All policies shall be primary to any other valid and collectable insurance. The Contractor shall instruct the insurers to give WSDA 30 days advance notice of any insurance cancellation.

Submit to WSDA prior to the Contract's effective date a certificate of insurance which outlines at the least the coverage and limits defined in this section, Insurance, and in the attached General Terms and Conditions, Attachment A. Contractor shall submit renewal certificates on a yearly basis during the term of the Contract.

MEMO OF UNDERSTANDING (Memo)
Any communications that either Contract Manager determines to address more than day-to-day concerns, but do not modify the terms of this Contract, shall be documented by a written, numbered Memo of Understanding.

ASSURANCES
All activity pursuant to this Contract will be in accordance with all the applicable federal, state and local laws, rules, regulations and WSDA policy.

SERVICE OF PROCESS: In the event of litigation concerning or regarding this Contract, the Parties shall make and accept service to the below addresses by a form of mail or delivery requiring a signed receipt showing when and to whom it was delivered.

<table>
<thead>
<tr>
<th>CONTRACTOR will accept service of process at:</th>
<th>WSDA will accept service of process at (a copy must be received at each location):</th>
</tr>
</thead>
</table>
| Department of Agriculture  
1111 Washington St. SE  
Olympia WA 98504-2560 | Department of Agriculture  
1111 Washington St. SE  
Olympia WA 98504-2560 |
| Office of the Attorney General  
Attn: Agriculture and Health Division  
7141 Clearwater Drive SW  
Tumwater WA 98504 | Office of the Attorney General  
Attn: Agriculture and Health Division  
7141 Clearwater Drive SW  
Tumwater WA 98504 |
ORDER OF PRECEDENCE
In the event of an inconsistency in this Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:
1. Applicable Federal and Washington State Statutes and Regulations;
2. Special Terms & Conditions;
3. General Terms & Conditions, Attachment A;
4. Statement of Work and Budget, Attachment B,
5. WSDA’s Request for Proposals (RFP) No. ______, _____ dated _____________, ____, 20XX; Attachment C
6. Contractor’s proposal, dated __, _____, 20XX; Attachment D
7. Any other provisions of the Contract incorporated by reference or otherwise.

ENTIRE AGREEMENT
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.

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 Contract.

<table>
<thead>
<tr>
<th>The Contract Manager for the CONTRACTOR is:</th>
<th>The Contract Manager for WSDA is:</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Contract Manager’s Name)</td>
<td>(Contract Manager’s Name)</td>
</tr>
<tr>
<td>(Contractor’s Name)</td>
<td>Department of Agriculture</td>
</tr>
<tr>
<td>(Address)</td>
<td>PO Box 42560</td>
</tr>
<tr>
<td>Phone: (____) ______________________</td>
<td>Olympia WA 98504-2560</td>
</tr>
<tr>
<td>FAX: (____) ______________________</td>
<td>Phone: (____) ____________________</td>
</tr>
<tr>
<td>E-Mail: _________________________________</td>
<td>FAX: (____) ____________________</td>
</tr>
<tr>
<td></td>
<td>E-Mail: ____________________</td>
</tr>
<tr>
<td></td>
<td>@agr.wa.gov</td>
</tr>
</tbody>
</table>

Parties executing this contract by signing below warrant they have the authority to execute the contract on behalf of the Contractor.
IN WITNESS WHEREOF, the parties have executed this Agreement.

Contractor

__________________________
(Print Name)

__________________________
(Title)

__________________________
(Signature) (Date)

Washington State Department of Agriculture

__________________________
(Print Name)

__________________________
(Title)

__________________________
(Signature) (Date)
GENERAL TERMS AND CONDITIONS

DEFINITIONS
As used throughout this Contract, the following terms have the following meanings:

Agency means the Washington State Department of Agriculture, any division, section, office, unit or other entity of the Agency, or any of the officers or other officials lawfully representing that Agency.

Confidential Information means information identified as confidential or exempt from public disclosure. The term also includes Personal Information regardless of whether such information has been identified as confidential or exempt from disclosure.

Contract Manager means the representative identified in the Special Terms & Conditions of the Contract who is delegated the authority and responsibility to administer the Contract.

Contractor means that firm, provider, organization, individual or other entity performing service(s) under this contract, and includes all employees of the Contractor.

Director means the Agency’s Director or any delegate authorized to act on the Director’s behalf.

Personal Information means 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 or Protected Health Information as defined by the federal Health Insurance Portability and Accountability Act Pub. L. No. 104-191, § 264, 110 Stat. 1936, any financial identifiers, and other information that may be exempt from public disclosure or other unauthorized persons under state and federal statutes.

Subcontractor means 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.

ACCESS TO DATA
In compliance with chapter 39.26 RCW, the Contractor must provide access to data generated under this Contract to the Agency, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Contractor’s reports, including computer models and methodology for those models.

ADVANCE PAYMENTS PROHIBITED
Contractor must not request payments in advance of or in anticipation of goods or services to be provided under this Contract.

AMENDMENTS
The parties may amend this Contract by mutual agreement. Such amendments are not binding unless in writing and signed by personnel authorized to bind each of the parties.

ASSIGNMENT
The Contractor must not transfer or assign this contract, or any claim arising under this contract, without prior written consent of the Agency.

ATTORNEYS’ FEES
In the event of litigation or other action brought to enforce contract terms, each party bears its own attorney fees and costs.

CALCULATION OF TIME
Unless otherwise specified, a time period prescribed in this Contract is in calendar days, begins to run the day after the date of the triggering act or event, and ends at 5:00 p.m. on the last day of the period. When the last day is a Saturday, Sunday, or legal holiday, the period of time ends at 5:00 p.m. on the next day that is not a Saturday, Sunday, or legal holiday.
CONFLICT OF INTEREST
Notwithstanding any determination by the Executive Ethics Board or other tribunal, the Agency may terminate this Contract for cause and without notice of need to take corrective action if the Agency finds that the Contractor is involved in a violation of the Ethics in Public Service Act, Chapter 42.52 RCW, or any similar statute in connection with the procurement of or performance under this Contract. The Agency must provide the Contractor notice and an opportunity to respond to allegations prior to termination.

CONFIDENTIALITY/SAFEGUARDING INFORMATION
The Contractor must not use or disclose any information concerning the Agency for any purpose not directly connected with the administration of this Contract, except with prior written consent of the Agency or as may be required by law.

The Contractor must not release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons, including anyone not directly employed by Contractor, Confidential Information without the express written consent of the Agency or as otherwise required by law. The Contractor must protect Confidential Information, collected, used, or acquired in connection with this Contract against unauthorized use, disclosure, modification or loss. The Contractor must ensure its directors, officers, employees, subcontractors or agents use Confidential Information solely for the purposes of accomplishing the services set forth by this Contract.

Immediately upon expiration or termination of this Contract, Contractor will destroy all Confidential Information not required to be retained by professional standards.

Any breach of this provision may result in termination of the Contract and the demand for return of all Confidential Information. The Contractor indemnifies and holds harmless the Agency for any damages related to the Contractor’s unauthorized use of Confidential Information.

COPYRIGHT PROVISIONS
Unless otherwise provided, all materials produced under this Contract are "works for hire," as defined by the U.S. Copyright Act, and owned by the Agency. The Agency is considered the author of such materials. To the extent the materials are not “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, to the Agency effective from the moment of creation of such materials.

Materials in this provision 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. Data includes, but is not limited to, all information that supports the findings, conclusions, and recommendations of the Contractor’s reports, data extracts, reports or information provided by the Agency. Ownership includes, but is not limited to, the right to use, copyright, patent, register and the ability to transfer these rights.

For materials delivered under the Contract that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to the Agency a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such materials to publish, translate, reproduce, deliver, 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 the Agency.

The Contractor must 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 must provide the Agency with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any data delivered under this Contract. The Agency has the right to modify or remove any restrictive markings placed upon the data by the Contractor.
COVENANT AGAINST CONTINGENT FEES
The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agents maintained by the Contractor for the purpose of securing business. In the event of Contractor’s breach of this clause, the Agency has the right to annul this Contract without liability. In lieu of annulling the Contract, the Agency may deduct the full amount of such commission, percentage, brokerage or contingent fee from the Contract price or consideration.

CUMULATIVE RIGHTS AND REMEDIES
The rights and remedies of the Agency provided for in this Contract are cumulative and not exclusive. The exercise of any right or remedy does not preclude the exercise of any other rights or remedies is available at law, regardless of whether the right or remedy is available at the time of Contract execution.

DEBARMENT, SUSPENSION AND INELIGIBILITY
The Contractor certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by the State of Washington and, if federal funds are a source of funding for this Contract, any federal department or agency.

DISPUTES
Except as otherwise provided in this Contract, when a dispute arises between the parties’ Contract Managers that cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director.

The request for a dispute hearing must:
1. Be in writing;
2. State the disputed issue(s);
3. State the relative positions of the parties;
4. State the Contractor’s name, address, and Contract Number; and
5. Be mailed to the Director and the other party’s (respondent’s) representative within 3 days after the parties agree that they cannot resolve the dispute.

The respondent must send a written answer to the requester’s statement to the Director and the requester within 5 days. The Director must review the written statements and reply in writing to both parties within 10 days. The Director may extend this period by notifying the parties.

This dispute process precedes any action in a judicial or quasi-judicial tribunal. Nothing in this Contract limits the parties’ choice of a mutually acceptable alternate dispute resolution method in addition to the dispute resolution procedure outlined above.

DUPLICATE PAYMENT
Contractor must not charge the Agency for services and expenses that Contractor has charged or will charge to the State of Washington or any other party under any other contract or agreement. The Agency is not liable for payment of such charges.

EXECUTIVE ORDER 18-03 – WORKERS’ RIGHTS
As previously certified in Contractor’s bid, quotation and/or proposal submission, Contractor represents and warrants that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that during the term of this Contract, Contractor will not require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers as a condition of employment.

GOVERNING LAW AND VENUE
This Contract must be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought in connection with this Contract is proper only in the Superior Court for Thurston County.

**INDEMNIFICATION**
To the fullest extent permitted by law, the Contractor must indemnify, defend, and hold harmless the State and its agencies, officials, agents, or employees, from and against all claims for injuries or deaths arising out of or resulting from the performance of this Contract. “Claim,” as used in this Contract, means any financial loss, claim, suite, 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 thereby.

The Contractor’s obligations to indemnify, defend, and hold harmless includes any claim by the 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 the Contractor’s or any subcontractor’s performance or failure to perform the Contract. The Contractor’s obligation to indemnify, defend, and hold harmless the State is not eliminated or reduced by any actual or alleged concurrent negligence of State and its agencies, officials, agents, or employees.

The 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 this Contract to create an independent contractor relationship. The Contractor and its employees or agents performing under this Contract are not employees or agents of the Agency. The Contractor will not hold itself out as, nor claim to be, an officer or employee of the Agency or of the State of Washington by reason of this Contract, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such employee under law. Contractor is solely responsible for conduct and control of the work.

**LICENSING, ACCREDITATION, AND REGISTRATION**
The Contractor must comply with all applicable local, state, and federal licensing and accrediting requirements/standards, necessary in the performance of this Contract.

**LIMITATION OF SIGNATURE AUTHORITY**
Except in the case of an extension of time, only the Agency’s delegate by writing (delegation to be made prior to action) has the expressed, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. No alteration, amendment, modification, or waiver of any clause or condition of this Contract is effective or binding unless made in writing and signed by the Agency.

**NONDISCRIMINATION & CIVIL RIGHTS**
During the performance of this Contract, the Contractor must comply with all federal and state nondiscrimination laws, regulations and policies. In the event of the Contractor’s noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy this Contract may be rescinded, canceled, or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the Agency. The Agency must give Contractor reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the Disputes clause set forth by this Contract.

**OVERPAYMENTS AND ASSERTION OF LIEN**
Contractor must refund to Agency any amount of overpayment or erroneous payment. The Agency may secure repayment, plus interest, by the filing of a lien against the Contractor’s real property or by requiring Contractor to post a bond, assignment of deposit, or some other form of security acceptable to the Agency.

**PROPRIETARY INFORMATION**
The Agency is subject to chapter 42.56 RCW, the Public Records Act. This Contract and any documents Contractor submits to the Agency under this Contract is a public record as defined in RCW 42.56. If the Contractor submits any information to the Agency that the Contractor claims to be confidential or proprietary, Contractor must be clearly identify the information as such. To the extent consistent with chapter 42.56 RCW, the Agency will maintain the confidentiality of all such information marked confidential or proprietary.

If a public records request is made for the information that the Contractor has marked as confidential, WSDA will notify the Contractor of the request. If WSDA determines the information is not subject to a valid exemption, WSDA will also notify the Contractor of the date that the records will be released to the requester unless the Contractor obtains a court order enjoining that disclosure. If the Contractor fails to obtain the court order enjoining disclosure, WSDA will release the requested information on the date specified. If the Contractor obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to Chapter 42.56 RCW, WSDA will maintain the confidentiality of the Contractor’s information as required by the court.

PUBLICITY
The Contractor must submit to the Agency all advertising and publicity matters relating to this Contract in which the Agency’s identity is named, inferred, or implied. The Contractor must not publish or use such advertising and publicity matters without the prior written consent of the Agency.

RECAPTURE
If the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, the Agency reserves the right to recapture funds in an amount to compensate the Agency for the noncompliance.

RECORDS, DOCUMENTS, AND REPORTS
The Contractor must maintain books, records, documents and other evidence relating to this Contract and performance of the services described by this Contract, 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. At no additional cost, these records, including materials generated under the Contract, are subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the Agency, the State Auditor, and federal officials so authorized by law, rule, regulation, or contract. The Contractor is responsible for any audit exceptions or disallowed costs incurred by the Contractor or any of its Subcontractors.

The Contractor must retain all books, records, documents, and other materials relevant to this Contract for six years following the date of final payment. If additional litigation, claim or audit is started before the expiration of the six (6) year period, the Contractor must retain all records until all litigation, claims, or audit findings involving the records are resolved.

REGISTRATION WITH DEPARTMENT OF REVENUE
The Contractor must comply with the Washington State law requiring registration with the Department of Revenue.

SEVERABILITY
The provisions of this Contract are severable. If any provision is held to be illegal or invalid for any reason whatsoever, such illegality or invalidity does not affect the validity of the remainder of the Contract.

SITE SECURITY
While on the Agency premises, Contractor, its agents, employees, or subcontractors must conform in all respects with physical, fire or other security policies or regulations.

SUBCONTRACTS
The Contractor must not enter into subcontracts for any of the work contemplated under this Contract without prior written approval of the Agency. Contractor must prohibit Subcontractors from further subcontracting without prior written approval of the Agency. The existence of the subcontract does not operate to release or reduce the liability of the Contractor to the Agency for any breach in
the performance of the contractor’s duties. This clause does not include contracts of employment between the Contractor and personnel assigned to work under this Contract.

The Contractor must ensure that all terms, conditions, assurances and certifications set forth in this Contract are carried forward to any subcontracts.

**SURVIVAL**
The terms, conditions, and warranties in this Contract that by their sense and context are intended to survive beyond performance, survive the expiration, cancellation, or termination of this Contract.

**TAXES**
The Contractor is solely responsible for payment of all taxes due on payments under this Contract. The Contractor is solely responsible for all payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Contractor.

**TERMINATION OR SUSPENSION FOR CONVENIENCE**
The Agency may terminate or suspend this Contract for convenience, in whole or part, upon 10 days written notice. If this Contract is so terminated, the Agency is liable only for payments required under the terms of this Contract for services rendered or goods provided prior to the effective date of termination.

**TERMINATION OR SUSPENSION FOR CAUSE**
If the Agency determines the Contractor has failed to comply with the conditions of this Contract in a timely manner, the Agency must notify the Contractor in writing of the need to take corrective action, unless such notice of corrective action is otherwise excused by this Contract. The Agency may suspend all or part of the Contract or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged breach or the time Contractor takes for corrective action. If the Contractor does not take required corrective action within 30 days, the Agency may immediately, or upon a date determined by the Agency, terminate the Contract. If so terminated, the termination is deemed a “Termination for Convenience” if the Agency determines that failure to perform was outside the control of the Contractor and the Contractor is not otherwise in default, at fault, or negligent.

In the event of termination or suspension for cause, the Contractor is 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.

**TERMINATION OR SUSPENSION FOR LOSS OF FUNDING OR GOVERNMENT SHUTDOWN**
If funding from any source is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, the Agency may immediately terminate or suspend the Contract without advance notice. In lieu of termination or suspension, the parties may amend the Agreement to reflect the new funding limitations and conditions. If temporary federal or state government shutdowns occur for any reason, the Agency may suspend this Contract or delay payments due under it without advance notice.

**TERMINATION PROCEDURE**
Upon termination of this Contract, the Contractor must deliver to the Agency any property specifically produced or acquired for the performance of this Contract in accordance with the Treatment of Assets provision.

The Agency must 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 the following:

1. Completed work and services for which no separate price is stated;
2. Partially completed work and services;
3. Other property or services which are accepted by the Agency; and
4. The protection and preservation of property, unless the termination is for cause, in which case
   the Director will determine the extent of the liability. The Agency may withhold from any
   amounts due the Contractor such sum as the Director determines to be necessary to protect
   the Agency against potential loss or liability.

After receipt of a notice of termination, and except as otherwise directed by the Agency’s Contract
Manager, the Contractor must:

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 as is not terminated;
3. Assign to the Agency, in the manner, at the times, and to the extent directed by the Agency’s
   Contract Manager all of the rights, titles, 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 Agency’s Contract Manager to the extent
   he or she may require, which approval or ratification is 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, if any,
   as directed by the Agency’s Contract Manager, 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 that has not been terminated; and
7. Take such action as may be necessary, or as the Agency’s Contract Manager 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
Title to all property furnished by the Agency remains in the Agency. Title to all property purchased by
the Contractor the cost of which the Contractor has been reimbursed as a direct item of cost under
this Contract, passes to and vests in the Agency upon delivery of such property by the Contractor.
The title passes to the Contractor only if the Agency specifically agrees to grant title in this Contract
for asset(s) purchased.

Contractor must use any property furnished by the Agency only for the performance of this Contract,
unless otherwise provided by this Contract or approved by the Agency in writing.

Contractor must return property to the Agency in same condition as when it was furnished to the
Contractor, normal wear and tear excepted. The Contractor is responsible for any loss or damage to
property of the Agency that results from the Contractor’s negligence or the Contractor’s failure to
maintain the property in accordance with sound management practices.

If any Agency property is lost, damaged or destroyed, the Contractor must notify the Agency and
take all reasonable steps to protect that property from further damage.

The Contractor must surrender to the Agency all property of the Agency upon completion,
termination or cancellation of this Contract.

All reference to the Contractor under this clause includes any 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.treasury.gov/about/organizational-structure/offices/Pages/OFFice-
of-foreign-assets-control.aspx. 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.

**WAIVER**

Failure to insist on strict performance by either party does not constitute a waiver of the other party’s obligations. Waiver of any right must be in writing and signed by an authorized representative of the party waiving the right.