

**STATE OF WASHINGTON  
ENERGY FACILITY SITE EVALUATION COUNCIL  
OLYMPIA, WASHINGTON**

**REQUEST FOR PROPOSALS**

**PROJECT TITLE: Independent Consulting Services for Environmental Monitoring at the Kittitas Valley Wind Power Project**

**PROPOSALS DUE BY: 5:00 p.m., April 3, 2008**

**EXPECTED TIME PERIOD FOR CONTRACT: 18 Months**

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

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## **1. INTRODUCTION**

### **1.1 PURPOSE AND BACKGROUND**

The Washington State Energy Facility Site Evaluation Council hereafter called "EFSEC" or "Council," is initiating this Request for Proposals (RFP) to solicit proposals from firms to provide environmental monitoring, for the construction phase of the Kittitas Valley Wind Power Project (Project). On September 18, 2007, Governor Gregoire signed the Site Certification Agreement (SCA) for the Project, authorizing Sagebrush Power Partners LLC (Certificate Holder) to construct and operate the Project. The Environmental Monitor shall be an independent, qualified engineering firm (or a person associated with such firm) selected by EFSEC and shall report directly to EFSEC.

### **1.2 OBJECTIVE**

EFSEC is seeking a firm or firms to perform the following activities:

- Conduct environmental monitoring for the pre-construction phase and during construction of the Project.
- Identify and develop environmental monitoring and "stop-work" criteria in consultation with the Certificate Holder and EFSEC, prior to beginning site preparation.
- Monitor project construction to ensure that all construction permit requirements are adhered to and that any deficiencies are promptly reported and corrective measures are initiated.
- Provide EFSEC weekly reports on environmental problems reported or discovered as well as corrective actions taken by the Certificate Holder.
- Be present on site during excavation, filling or regrading work.
- Notify EFSEC promptly of any stop work orders that have been issued.

Work assigned under this contract will be for the Kittitas Valley Wind Power Project only.

### **1.3 MINIMUM QUALIFICATIONS**

The Consultant must be licensed to do business in the State of Washington. The Consultant and/or its contractors should have demonstrated analytical skills and expertise in environmental review, compliance monitoring, and construction engineering.

### **1.4 FUNDING**

Work under this contract will be by Task Order. Task Orders shall be issued only after funding is authorized by the proponents of the Project.

Award of the contract is expressly conditioned upon the contractor executing a contract deemed acceptable by EFSEC.

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about May 1, 2008 and to end on December 1, 2009. Amendments extending the period of performance, if any, shall be at the sole discretion of EFSEC.

Contract issuance, Task Orders and contract amendments are subject to Washington State Office of Financial Management (OFM) regulations, requirements and procedures.

### **1.5 DEFINITIONS**

Definitions for the purposes of this RFP include:

**EFSEC** – The Energy Facility Site Evaluation Council is the agency of the State of Washington that is issuing this RFP.

**EFSEC Chair** – The Chair of the Energy Facility Site Evaluation Council appointed by the Governor of Washington State.

**EFSEC Staff** – The employees of the Department of Community, Trade and Economic Development assigned as staff to the Energy Facility Site Evaluation Council, and authorized to act on behalf of the EFSEC Chair and members.

**Consultant** – Individual or company submitting a proposal in order to obtain a contract with EFSEC.

**Contractor** – Individual or company whose proposal has been accepted by EFSEC and who has executed a written contract with EFSEC.

**Project** – Sagebrush Power Partners proposed Kittitas Valley Wind Power Project (KVWPP) electrical generating facility.

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

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

**RFP Coordinator** – The EFSEC staff person acting as the point of contact for this procurement.

## 1.6 ADA

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

## 1.7 CONTRACT DURATION

The total duration of this Project is expected to be approximately **eighteen (18) months**.

## 2. GENERAL INFORMATION FOR CONSULTANTS

### 2.1 RFP COORDINATOR

All communication between the Consultant and EFSEC upon receipt of this RFP should be with the RFP Coordinator, as follows:

Name	Stephen Posner, Compliance Manager
Address	PO Box 43172 905 Plum Street, SE., 3 <sup>rd</sup> floor
City, State, Zip Code	Olympia WA 98504-3172
Phone and FAX Numbers	360-956-2063 FAX: 360-956-2158
E-Mail Address	<b>stephenp@cted.wa.gov</b>

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

### 2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

<b>Proposals due</b>	April 3, 2008
Evaluate proposals	April 7-9, 2008
Conduct oral interviews with finalists (optional)	April 11, 2008
Announce "Apparent Successful Contractor" via fax, or e-mail; telephone to unsuccessful proposers	April 14, 2008

Negotiate contract	April 16-17, 2008
File contract with OFM (if required)	April 21, 2008
Begin contract work	May 5, 2008

EFSEC reserves the right to revise the above schedule. If no oral interviews are held, some of the dates may be adjusted accordingly.

### 2.3 SUBMISSION OF PROPOSALS

Consultants are required to submit four (4) copies of their proposal. **NOTE:** One copy must have original signatures. The proposal, whether mailed or hand delivered, must arrive at EFSEC no later than 5:00 p.m., local time, on **April 3, 2008**.

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

Consultants mailing proposals should allow normal mail delivery time to ensure timely receipt of their proposals by the RFP Coordinator. Consultants assume the risk for the method of delivery chosen. EFSEC assumes no responsibility for delays caused by any delivery service. Proposals may not be transmitted using electronic media such as facsimile transmission or e-mail.

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

### 2.4 CONFLICT OF INTEREST

EFSEC may disqualify and not consider for this contract any firm or individual that in EFSEC's judgment could present a conflict of interest. This includes, but is not necessarily limited to, businesses or firms currently employed or who have been under contract or subcontract to Horizon Wind Energy or Sagebrush Power Partners, LLC, within the past year.

If there is any possibility of potential conflict of interest, please provide sufficient information or supporting data regarding:

- The capacity and length of time the firm, its personnel or subcontractors were involved with Horizon Wind Energy, Sagebrush Power Partners, LLC, or their Projects, which were under EFSEC review within the past year.
- How a legal fire-wall has been or would be established that would protect against conflict of interest.

### 2.5 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

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

All proposals received shall remain confidential until the contract, if any, resulting from this RFP is awarded; thereafter, the proposals shall be deemed public records as defined in RCW 42.17.250 to 42.17.340, "Public Records."

Any information in the proposal that the Consultant desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.17.250 to 42.17.340 must be clearly designated. The page and the particular exception from disclosure upon which the Consultant is making the claim must be identified. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on the lower right hand corner of the page.

EFSEC will consider a Consultant's request for exemption from disclosure; however, EFSEC will make a decision predicated upon chapter 42.17 RCW and chapter 143-06 of the Washington Administrative Code. A request to mark the entire proposal exempt from disclosure will not be honored. The Consultant must be reasonable in designating information as confidential. If any information is marked as proprietary in the proposal, such information will not be made available until the affected proposer has been given an opportunity to seek a court injunction against the requested disclosure.

A charge will be made for copying and shipping, as outlined in RCW 42.17.300. No fee shall be charged for inspection of contract files, but twenty-four (24) hours' notice to the RFP Coordinator is required. All requests for information shall be directed to the RFP Coordinator.

## **2.6 REVISIONS TO THE RFP**

In the event it becomes necessary to revise any part of this RFP, addenda will be provided to all organizations or persons on EFSEC's record that were mailed the original RFP. EFSEC also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract. Consultants responding to the RFP are encouraged to contact the RFP coordinator to ensure that correct Consultant mailing addresses are on file in the event that RFP addenda are issued by EFSEC.

## **2.7 MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION**

In accordance with the legislative findings and policies set forth in chapter 39.19 RCW, the state of Washington encourages participation in all of its contracts by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation or on a subcontractor basis. However, no preference will be included in the evaluation of proposals, no minimum level of OMWBE participation shall be required as a condition for receiving an award and proposals will not be rejected or considered non-responsive on that basis. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply.

The established annual procurement participation goal for MBE is 8 percent and for WBE, 4 percent, for this type of Project. These goals are voluntary. Bidders may contact OMWBE at 360/753-9693 to obtain information on certified firms.

## **2.8 ACCEPTANCE PERIOD**

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

## **2.9 RESPONSIVENESS**

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

EFSEC also reserves the right, however, at its sole discretion to waive minor irregularities.

## **2.10 MOST FAVORABLE TERMS**

EFSEC 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 that the Consultant could propose. There will be no best and final offer procedure. EFSEC does reserve the right to contact a Consultant for clarification of its proposal.

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

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

The apparent successful contractor will be required to enter into a contract that conforms to OFM contracting guidelines and its general terms and conditions. In no event is a Consultant to submit its own standard contract terms and conditions in response to this solicitation. The Consultant may submit exceptions as allowed in the Certifications and Assurances section, Exhibit A to this solicitation. EFSEC will review requested exceptions and accept or reject the same at its sole discretion.

## **2.12 COSTS TO PROPOSE**

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

## **2.13 NO OBLIGATION TO CONTRACT**

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

## **2.14 REJECTION OF PROPOSALS**

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

## **2.15 COMMITMENT OF FUNDS**

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

## **2.16 INSURANCE COVERAGE**

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

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

### **Liability Insurance**

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

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

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

- b. Business Auto Policy:** As applicable, the Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto." Business auto coverage shall be written on ISO form CA 00 01, 1990 or later edition, or a substitute liability form providing equivalent coverage.

### **Employers Liability ("Stop Gap") Insurance**

In addition, the Contractor shall have employers liability insurance and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

### **Additional Provisions**

The above insurance policies shall include the following provisions:

- **Additional Insured.** The State of Washington, EFSEC, its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrella and property insurance policies. All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State.
- **Cancellation.** State of Washington, EFSEC, shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications. Insurers subject to 48.18 RCW (Admitted and Regulation by the Insurance Commissioner): The insurer shall give the State 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation. Insurers subject to 48.15 RCW (Surplus lines): The State shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.
- **Identification.** Policy must reference the State's contract number and EFSEC.
- **Insurance Carrier Rating.** All insurance and bonds should be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by the Risk Manager for the State of Washington, before the contract is accepted or work may begin. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with chapter 48.15 RCW and 284-15 WAC.
- **Excess Coverage.** By requiring insurance herein, the State does not represent that coverage and limits will be adequate to protect Contractor and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to the State in this contract.

## **2.18 WORKER'S COMPENSATION COVERAGE**

The Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent

applicable. The State will not be held responsible in any way for claims filed by the Contractor or its employees for services performed under the terms of this contract.

### 3. SCOPE OF WORK

Please Note: Project site preparation is tentatively scheduled to begin August 2008, with construction beginning March 2009.

The consultant selected under this RFP will be responsible for and will conduct the following activities:

#### 3.1 TASK 1:

- a. Develop an environmental compliance program describing how project construction practices will be implemented to:
  - Avoid sensitive environmental areas.
  - Utilize appropriate waste handling and storage practices.
  - Provide stormwater management.
  - Manage spill prevention and control.
  - Employ habitat restoration efforts and other mitigation measures required by the SCA.
  - Develop and utilize environmental monitoring and stop work criteria.
- b. Create an environmental checklist covering all environmental risks commonly experienced during construction of a wind power project.

#### 3.2 TASK 2:

- a. Develop a plan for monitoring all construction permit requirements, noting and reporting deficiencies and implementing corrective measures.
- b. Provide EFSEC with weekly reports on environmental problems reported or discovered as well as corrective actions taken by the Certificate Holder to resolve these problems.
- c. Develop plans for monitoring excavation, filling or regrading work.
- d. Develop a plan to assure daily contact and coordination with construction personnel and the project owner.

Please Note: EFSEC may contract with the Department of Fish and Wildlife to assess the adequacy of mitigation for impacts to fish, wildlife, avian species and habitat that result from construction of the Project and will seek to contract with the Department of Ecology for water discharge and air emission permits. The Consultant will be expected to coordinate with these agencies to incorporate their findings and observations as part of the Project.

#### 3.3 DELIVERABLES

**Stop Work Criteria Plan** – As required by the SCA this plan should describe how the environmental monitor will implement stop work directives when:

- Construction activities fail to meet best industry practices related to compliance with water quality standards.

- Pollution prevention control measures designed to prevent illegal discharge of hazardous substance are found to be inadequate and result in a release to the environment.
- Unidentified hazardous materials are observed as evidenced by significant soil staining.
- Corrective action is not taken within an acceptable time period following a non-compliance with applicable permits, the SCA or restrictions in respect to archaeologically sensitive areas.

**Environmental Compliance Program** – The Program should describe how to avoid sensitive environmental areas during construction, waste handling and storage, stormwater management, spill prevention and control, habitat restoration efforts begun during the construction phase of the project and other mitigation measures required by the SCA. This program shall ensure that construction activities meet the conditions, limits and specifications described in the SCA, all attachments thereto and all other applicable state and federal environmental requirements.

**Environmental Monitor Weekly Reports** – The Environmental Monitor will provide weekly reports to EFSEC on environmental problems reported or discovered as well as corrective actions taken by the Certificate Holder to resolve these problems.

**Environmental Monitor Report Copies** – The Environmental Monitor shall provide the Certificate Holder copies of all reports submitted to EFSEC. The Environmental Monitor shall promptly notify EFSEC of any stop work order that have been issued.

#### 4. PROPOSAL CONTENTS

Proposals must be submitted on eight and one-half by eleven (8 1/2 x 11) inch paper. The major sections of the proposal are to be submitted in the order noted below:

- Letter of Submittal, including signed Certifications and Assurances (Exhibit A to this RFP).
- Technical Proposal.
- Cost Proposal.

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

##### 4.1 LETTER OF SUBMITTAL

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

- a. Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom contract would be written.
- b. Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.).
- c. Legal status of the Consultant (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business, as the entity now substantially exists.

- d. Federal Employer Tax Identification number or Social Security number and the Washington Uniform Business Identification (UBI) number issued by the State of Washington Department of Revenue.
- e. Location of the facility from which the Consultant would operate.
- f. Identification of 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 Consultant's organization. If following a review of this information, it is determined by EFSEC that a conflict of interest exists, the Consultant may be disqualified from further consideration for the award of a contract.

#### 4.2 TECHNICAL PROPOSAL

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

- A. **Project Approach/Methodology (Scored)** – Include a description of the Consultant's proposed approach and methodology for this proposal. This section should convey the Consultant's understanding of the proposed Project and any issues that might arise from the Scope of Work, Tasks 1 – 2. The Consultant's proposal should identify any assumptions regarding each of the Tasks and what the Consultant's work would entail.
- B. **Work Plan (Scored)** – Include all requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of the contract as defined in this RFP. This section of the Technical Proposal must contain sufficient detail to convey to members of the evaluation team the Consultant's knowledge of the subjects and skills necessary to successfully complete the tasks required under this contract. Include any required involvement of EFSEC staff.
- C. **Project Schedule (Scored)** – Include a Project schedule indicating when the tasks and deliverables described in Section 3.1 – 3.3 will be completed and submitted to EFSEC for approval. Because specific dates related to Project construction are not known, please estimate number of days required to complete the tasks.
- D. **Staff Qualifications/Experience (Scored)** – Identify staff, including any subcontractors, who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel, and include the estimated amount of time each will be assigned to the Project. Provide resumes for the named staff, which include information on the individual's particular skills related to this Project, education, experience, significant accomplishments and any other pertinent information. The Consultant must commit that staff identified in its proposal will actually perform the assigned work. Any staff substitution must have the prior approval of EFSEC.
- E. **Experience of the Consultant (Scored)** - Indicate the experience the Consultant and any subcontractors have in the following areas:
  - Wind or other power projects.
  - Large construction projects.
  - Developing comprehensive environmental monitoring programs.
  - On-site monitoring.
  - Involvement with highly controversial projects.

Indicate other relevant experience that indicates the qualifications of the Consultant, and any subcontractors, for the performance of the potential contract.

Include a list of contracts the Consultant has had during the past three years that relate to the Consultant's ability to perform the services needed under this RFP. Please list the contract period of performance, contact persons, telephone numbers and e-mail addresses.

**F. References** - List names, addresses, telephone numbers, and e-mail addresses of three business references for which work has been accomplished in the past three years and briefly describe the type of service provided. The Consultant must grant permission to EFSEC to contact the references. Do not include current EFSEC staff as references. References will be contacted for the top scoring proposal(s) only.

**G. Related Information:**

1. If the Consultant or any subcontractor contracted with the State of Washington during the past 24 months, indicate the name of the agency, the contract number and Project description and/or other information available to identify the contract.
2. If the Consultant's staff or subcontractor's staff was an employee of the State of Washington during the past 24 months, or is currently a Washington state employee, identify the individual by name, the agency previously or currently employed by, job title or position held and separation date.
3. If the Consultant has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the Consultant's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated, and such litigation determined that the Proposer was in default.
4. Submit full details of the terms for default including the other party's name, address, and phone number. Present the Consultant's position on the matter. EFSEC will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If the Consultant has experienced no such termination for default in the past five years, so indicate.

**H. OMWBE Certification (Optional)** - Include proof of certification issued by the Washington State Office of Minority and Women's Business Enterprises if certified minority-owned firm and/or women-owned firm(s) will be participating on this Project.

**4.3 COST PROPOSAL**

The evaluation process is designed to award this procurement not necessarily to the Consultant of least cost, but rather to the Consultant whose proposal best meets the requirements of this RFP at a reasonable cost.

**Identification of Costs (SCORED)** - Identify all costs including expenses expected to be charged for performing the anticipated work necessary to accomplish the Tasks and objectives of the Scope of Work identified in this RFP. The Consultant is to submit a fully detailed budget including staff costs and any expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Costs for subcontractors are to be broken out separately.

Consultants are required to collect and pay Washington state sales tax, if applicable. Please note if any subcontractors are certified by the State Office of Minority and Women's Business Enterprises.

**5. EVALUATION AND CONTRACT AWARD**

**5.1 EVALUATION PROCEDURE**

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

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

## 5.2 EVALUATION WEIGHTING AND SCORING

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

Technical Proposal – 70%	70 points
Project Approach/Methodology	15 points
Work Plan	15 points
Project Schedule	10 points
Staff Qualifications/Experience	15 points
Experience of the Consultant	15 points
Cost Proposal – 30%	30 points
<b>PROPOSAL GRAND TOTAL</b>	<b>100 POINTS</b>

## 5.3 ORAL PRESENTATIONS MAY BE REQUIRED

EFSEC, at its sole discretion, may elect to select the top scoring finalists from the written proposals for an oral presentation and final determination of contract award. Should EFSEC elect to hold oral presentations, it will contact the top-scoring firms to schedule a date, time and location. The oral presentations will be considered independently of the written proposals and if held will determine the successful proposer. If there are any additional commitments made by the proposer during the oral interview, they will be considered binding.

## 5.4 NOTIFICATION TO PROPOSERS

Firms whose proposals have not been selected for further negotiation or award will be notified via telephone, FAX, e-mail, or letter.

## 5.5 PROTEST PROCEDURE

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

All protests must be in writing and signed by the protesting party or an authorized Agent. The protest must state 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. All protests shall be addressed to the RFP Coordinator.

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

- A matter of bias, discrimination or conflict of interest on the part of the evaluator.
- Errors in computing the score.
- Non-compliance with procedures described in the procurement document or EFSEC rules.

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

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

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

The final determination of the protest shall:

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

If EFSEC determines that the protest is without merit, EFSEC will enter into a contract with the apparently successful contractor. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

## **6. RFP EXHIBITS**

Exhibit A Certifications and Assurances

**EXHIBIT A**

**CERTIFICATIONS AND ASSURANCES**

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

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

\_\_\_\_\_  
Signature of Proposer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date