



Washington State
Liquor and Cannabis Board

Request for Proposals No. 2024-02
Social Equity in Cannabis

WASHINGTON STATE
LIQUOR AND CANNABIS BOARD
OLYMPIA, WASHINGTON

PROJECT TITLE: Social Equity in Cannabis License Application Project

PRE-BID CONFERENCE: 1:30 – 3:30 p.m., Pacific Time (PT) on July 15, 2024

PROPOSAL DUE DATE: 3:00 p.m., Pacific Time (PT) on August 7, 2024

ESTIMATED CONTRACT PERIOD: October 1, 2024, through June 30, 2026. Amendments extending the period of performance, if any, shall be at the sole discretion of WSLCB.

BIDDER ELIGIBILITY: This solicitation is open to those Bidders who satisfy the minimum qualifications stated herein and that are available for work in Washington State.

SUBMIT PROPOSAL TO: lcbids@lcb.wa.gov

All communications concerning this Request for Proposal (RFP) must be directed only to the RFP Coordinator via email. Any other communication will be considered unofficial and non-binding on WSLCB. Bidders are to rely on written statements issued by the RFP Coordinator. Communication directed to parties other than the RFP Coordinator may result in disqualification of the Bidder.

This RFP is available at the Department of Enterprise Services, [Washington Electronic Business Solution \(WEBS\) Procurement website](#). All RFP amendments and/or Bidder questions and WSLCB answers will be posted to WEBS. All interested Bidders must be registered with WEBS under the following commodity codes in order to receive automatic notifications:

918-06-Administrative Consulting; 918-20-Business Consulting; 918-21-Business Consulting, Large; Small; 918-24-Communications Consulting; 918-32-Consulting Services; 918-35-Disadvantage Business Enterprise (DBE) and Historically Underutilized Business (HUB) Consulting Including Technical Assistance; 918-70-Inventory Consulting; 918-74-Legal Consulting; 918-75-Management Consulting; 918-76-Marketing Consulting; 918-79-Minority

and Small Business Consulting; 918-83-Organizational Development Consulting; 918-85-Personnel/Employment Consulting (Human Resources); 920-02-Access Services; 920-65-System Requirements Quality Assurance Review; 956-05-Business Research Services; 958-05-Business Research Services; 958-16-Business Management Services; 958-68-Support Services, Management; 958-74-Personnel Management Services; 958-77-Project Management Services; 958-82-Records Management Services (Including Document Management Services which also includes Technology Integration); 961-02-Administrative Services, All Kinds; 961-10-Business Plan Development Services; 961-16-Claims Processing Services; 961-20 Customer Service Evaluation Service; 920-21-Data Entry Services; 961-56-Program/Project Development and Management Services, Data.

WSLCB, and its contractors and subcontractors, must not discriminate in any programs or services based on sex, race, creed, religion, color, national origin, age, marital status, honorably discharged veteran or military status, sexual orientation, gender expression, gender identity, disability, or the use of a trained dog guide or service animal by a person with a disability, and must comply with state and federal nondiscrimination laws, including Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Americans with Disabilities Act, and Title VI of the Civil Rights Act of 1964. Questions and complaints of alleged discrimination should be directed to the Contracts, Procurement and Risk Manager at 360.664.1755 or PO Box 43090, Olympia, WA 98504; or kimberly.ames@lcb.wa.gov.

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Section A. INTRODUCTION

This section describes the purpose of the RFP and provides information about this procurement, including the potential scope of the opportunity and requirements.

A.1. DEFINITIONS

Definitions for the purposes of this RFP include:

Agency or WSLCB – The Washington State Liquor and Cannabis Board; the entity issuing this RFP.

Amendment/Addendum – A unilateral change to the Solicitation that is issued by WSLCB at its sole discretion and posted on WEBS.

Apparent Successful Bidder (ASB) – A Bidder submitting a response to this Solicitation that is evaluated and is identified and announced by WSLCB as providing the best value to the Agency. Upon execution of a Contract, the ASB is referred to as the successful Bidder or the Contractor.

Applicant – A person(s) or entity who applies for a retail, processor, or producer license under WSLCB the Social Equity Program.

Bid – An offer, proposal, or quote for goods or services submitted in response to this RFP.

Bidder – Individual organization or entity, public or private agency submitting a proposal in response to this RFP to attain a contract with WSLCB.

Cannabis – All parts of the plant Cannabis, whether growing or not, with a THC concentration greater than 0.3 percent on a dry weight basis during the growing cycle through harvest and usable cannabis. "Cannabis" does not include hemp or industrial hemp as defined in Definitions, Chapter, 15.140.020 RCW, or seeds used for licensed hemp production under Hemp Production, Chapter 15.140 RCW.

Cannabis Processor – An entity licensed by the board to process cannabis into cannabis concentrates, useable cannabis, and cannabis-infused products, package and label cannabis concentrates, useable cannabis, and cannabis-infused products for sale in retail outlets, and sell cannabis concentrates, useable cannabis, and cannabis-infused products at wholesale to cannabis retailers

Cannabis Producer – An entity licensed by the board to produce and sell cannabis at wholesale to cannabis processors and other cannabis producers.

Cannabis Retailer – An entity licensed by the board to sell cannabis concentrates, useable cannabis, and cannabis-infused products in a retail outlet.

Competitive Solicitation – A documented formal process providing an equal and open opportunity to Bidders culminating in a selection based on predetermined criteria.

Complaint – A process that may be followed by a Bidder prior to the deadline for bid submission to alert WSLCB of certain types of asserted deficiencies in the Solicitation.

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

Debriefing – A short meeting an unsuccessful Bidder may request with the Coordinator following the announcement of the Apparent Successful Bidder for the purpose of receiving information regarding the review and evaluation of that Bidder's proposal.

Disproportionately Impacted Area (DIA) – A census tract within Washington state where community members were more likely to be impacted by the war on drugs. These areas are determined using a standardized statistical equation to identify areas of high unemployment, low income, and demographic indicators consistent with populations most impacted by the war on drugs.

Double-Blind Lottery – A final selection process conducted by a separate vendor to determine which applications will be selected for licensure in the event that two or more qualified applicants in the same jurisdiction have the same rubric score.

Preliminary Scope of Work – A high-level summary of the work to be performed on this Project by the Contractor chosen through this procurement process. The final statement of work for processing applications for retail licenses will be completed during negotiation of the Contract.

Project – The Social Equity in Cannabis License Application Project comprises the intake, processing, scoring and data management of applications that leads to the award of licenses for the Cannabis Social Equity Retail licenses, and assistance in the administrative appeals process after licenses are awarded (hereinafter "application processing."). The Project may be expanded in the future to the processing of applications for other types of Cannabis Social Equity Licenses.

Proposal – A formal offer submitted by a Bidder in response to this RFP.

Proprietary Information – Information such as patents, technological information, or other related information that the Bidder does not want released or shared with the public.

Protest – A process that may be followed by a Bidder after the announcement of the Apparent Successful Bidder to allege errors in the evaluation of the 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 Bidders to suggest various approaches to meet the need at a given price.

Revised Code of Washington (RCW) – A compilation of all permanent laws currently in effect within the State of Washington.

Responsible Bidder – An individual, organization or entity, public or private agency, or other entity that has demonstrated the capability to meet all the requirements of the Solicitation and meets the elements of responsibility. (See RCW 39.26.160 (2))

Responsive Bidder – An individual, organization or entity, public or private agency, or other entity who has submitted a Bid that fully conforms in all material respects to the Solicitation and all its requirements, in both form and substance.

RFP Coordinator – An individual or designee who is employed by WSLCB and who is responsible for conducting this Solicitation/Procurement.

Scoring Rubric – Tool defined by the WSLCB which the Contractor will use to prioritize applicants who meet the Social Equity Qualifications.

Social Equity in Cannabis Program – Serves to reduce barriers and promote equity and participation in Washington State’s cannabis market by those most adversely impacted by the War on Drugs.

Social Equity Title Certificate Holder – A cannabis retail license title certificate holder that meets the qualifications of a social equity program applicant as determined by the social equity contractor. Title Certificate Holders are currently unable to open for business in the city or county where their cannabis retail license is located and may apply for the social equity program to move their license to a different location.

Solicitation/Procurement – A formal process providing an equal and open opportunity for Bidders culminating in a selection based upon predetermined criteria

Statewide Vendor (SWV)– A central vendor file maintained by the Office of Financial Management for use by Washington State agencies in processing vendor payments, which allows vendors to receive payments from all participating state agencies.

State Fiscal Year – In Washington State, a 12-month period extending from July 1 of one calendar year to June 30 of the next calendar year.

Subcontractor – An individual or other entity contracted by a Contractor to perform services or to provide goods under the Contract resulting from this Solicitation. Subcontractors, if allowed, are subject to the advance approval of WSLCB.

United States (U.S.) Entity – A firm incorporated in the United States or an unincorporated U.S. firm with its principal place of business in the United States.

WEBS – Washington’s Electronic Business Solution, the Bidder notification system found at [Washington Electronic Business Solution \(WEBS\) Procurement website](#) and maintained by the Washington State Department of Enterprise Services.

A.2. PURPOSE OF REQUEST FOR PROPOSALS

The purpose of this Competitive Solicitation is to receive competitive bids to evaluate and, as appropriate, award a Contract for the Washington State and Liquor Board (WSLCB) to procure goods and/or services as set forth herein. Pursuant to Washington’s Procurement Code for Goods and Services, RCW Chap. 39.26, state agency purchases of goods and services must be based on a competitive solicitation.

Therefore, the WSLCB is initiating this Request for Proposals (RFP) to solicit proposals from Bidders interested in participating on a project to provide a detailed and auditable process of reviewing and selecting potential cannabis licensees to participate in the Social Equity in Cannabis Program.

A.3. BACKGROUND

In 1933, the Steele Act formed what is now the Washington State Liquor and Cannabis Board (WSLCB). The Mission of the WSLCB is to promote public safety and trust through fair administration, education, and enforcement of liquor, cannabis, tobacco, and vapor laws.

The WSLCB has limited law enforcement authority. It’s Enforcement and Education Division provides public safety and strives for consistency in its approach to educating licensees and enforcing state law as it pertains to liquor, tobacco, vapor, and cannabis products. In 2011, the voters of Washington State enacted Initiative 1183 which privatized the sale and distribution of spirits. In 2012, voters enacted Initiative 502, which legalized recreational cannabis sales and mandated the WSLCB to oversee the adult-use market.

In 2020, the Legislature created the Social Equity in Cannabis Program to reduce barriers to entry to the cannabis industry for individuals and communities most adversely impacted by

the enforcement of cannabis-related laws. See ESSB 2870 (2020 Regular Session); RCW 69.50.335.

This law enabled WSLCB to re-issue cannabis retailer licenses that were no longer in use due to forfeiture, revocation, or cancellation by the Board, or to issue cannabis retailer licenses that were allowed but not previously issued by the Board pursuant to the new Social Equity in Cannabis Program. An initial round of Cannabis Social Equity Retailer Licenses have been issued.

The current project arises from the 2023 Senate Bill 5080, which added fifty-two (52) retail licenses in addition to any retailer licenses not allotted, to be available for Social Equity applicants and added options for up to one hundred (100) processor licenses and ten (10) producer licenses. Senate Bill 5080 also codified the qualifications for Social Equity applicants and required the use of a third-party contractor to determine whether applicants meet the qualifications and score them using a rubric developed by the WSLCB.

A.4. OBJECTIVE AND SCOPE OF WORK

Objective:

To conduct a fair, impartial application process for the award of cannabis retailer, producer, and processor licenses for the Social Equity in Cannabis Program and to provide ongoing support during the applicant appeals process.

There is an opportunity to perform up to three (3) phases of work under this RFP. The first phase will result in the award of retailer licenses and subsequent phases may result in the award of processor licenses; and producer licenses.

The decision to go forward under the Contract with the additional phases will be at the discretion of WSLCB.

Scope of Work:

A preliminary Scope of Work for the application, review and scoring processes is outlined in Exhibit A – Preliminary Scope of Work. It contains a high-level summary of the program deliverables and workflow. A more detailed Statement of Work will be developed in collaboration with WSLCB during contract negotiation.

It is anticipated that two (2) additional Statements of Work, may be developed in the future for the processing of two (2) additional licensing phases: Processor Licenses and Producer Licenses. To the greatest extent possible, and to avoid duplications, future phases of license processing will use deliverables previously created by the Contractor.

The Social Equity in Cannabis Program statutes are located at RCW 69.50.335 and the Program's rules are defined in Washington Administrative Code (WAC) [WAC 314-55-570](#).

The WSLCB anticipates modifications to the WAC prior to performance of this project which will determine/govern the applicant review process.

A.5. BIDDER QUALIFICATIONS

Minimum Qualifications:

1. Licensed to do business in the State of Washington. If not licensed, provide a written intent to become licensed in Washington within thirty (30) calendar days of being selected as the Apparent Successful Bidder (ASB).
2. Bidders must be a United States (U.S.) Entity. If awarded Bidders use staff or subcontractors that are foreign entities or reside abroad, they still must comply with all U.S. and Washington State employment regulations and any specific requirements.

Bidders who do not meet these minimum qualifications will be rejected as non-responsive and will not receive further consideration. Any proposal that is rejected as non-responsive will not be evaluated or scored.

Desirable Qualifications:

1. Knowledge and experience in administering and evaluating grant, licensing, or other similar applications; or experience in administering complex surveys with reporting requirements; or other similar activities that require intake, compilation, verification, and evaluation of a variety of information with verifiable outcomes.
2. Adequate resources to perform the work described in more detail in Exhibit A – Preliminary Scope of Work including the ability to verify applicant documentation.
3. Project management experience with specific focus on work planning, status reporting, issue management, deliverable review, and approval procedures.
4. Ability to configure Information Technology (IT) system as necessary for intake, processing, storage of files and documents that can interface with WSLCB System as described in the Exhibit A – Preliminary Scope of Work.
5. Experience in implementing successful communications strategies
6. Understanding of Cannabis Social Equity Washington State Laws and Rules.
7. Direct and/or related or engaged experience in services to diverse populations, provide a description of these services.
8. Ability to demonstrate an application intake and evaluation process that is empirical, fair, and impartial.

A.6. PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin in or about October 2024 and end on or about June 30, 2026. The option to extend any contract resulting from this procurement shall be at the sole discretion of WSLCB.

As such, WSLCB reserves the right to amend to extend the contract for four (4) additional contract years through 2027, 2028, 2029 and 2030. Decision to amend shall be based on sustained satisfactory performance as decided by the Contract Manager, successful completion of project objectives, and availability of funding. If WSLCB provides a renewal notice to the Contractor, the Contractor shall be obligated to enter into a contract with the same fiscal obligations as the previous Contract year, provided that WSLCB and Contractor shall negotiate any revision of additional services or goals beyond those encompassed in the previous Contract.

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

A.7. FUNDING

WSLCB has budgeted an amount not to exceed five hundred thousand dollars (\$500,000) per year for this project; however, WSLCB does not represent or guarantee any minimum purchase from the resulting contract. Proposals in excess of this amount will be rejected as non-responsive and will not be evaluated.

The exact financial terms shall be determined during contract negotiation. Proposals shall include Bidder's most favorable and competitive cost estimate to perform the work.

Any contract awarded is contingent upon the availability of funding.

A.8. AMERICANS WITH DISABILITIES ACT

WSLCB complies with the Americans with Disabilities Act (ADA). Bidders may contact the RFP Coordinator to receive this Request for Proposals in an alternative format.

A.9. NONDISCRIMINATION

Nondiscrimination Requirement:

During the term of this project, the selected Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.

Obligation to Cooperate:

Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any

subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).

Default:

Notwithstanding any provision to the contrary, Agency may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until Agency receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), Agency may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

Remedies for Breach:

Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract 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, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Agency shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe Agency for default under this provision.

Section B. GENERAL INFORMATION FOR BIDDERS

This section describes the procurement timeline and includes useful information for Bidders such as procurement procedure and state requirements.

B.1. RFP COORDINATOR

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

	Contact Information
Name:	Stacia Wasmundt
Email Address:	lcb bids@lcb.wa.gov

B.2. QUESTIONS & ANSWERS

Any questions or communications concerning this RFP must be directed only to the RFP Coordinator noted in Section B.1. Questions and/or inquiries must be sent via email and should include the RFP number. Bidders are to rely on written statements issued by the RFP Coordinator. Communication directed to parties other than the RFP Coordinator will be considered unofficial and non-binding on WSLCB, and may result in disqualification of the Bidder.

B.3. SCHEDULE OF PROCUREMENT ACTIVITIES

Item	Action	Date
1.	WSLCB issues RFP	June 26, 2024
2.	Question and Answer period	June 26-July 31, 2024
3.	WSLCB hosts Pre-bid Conference	July 15, 2024, 1:30-3:30 pm Pacific Standard Time
4.	WSLCB posts Pre-Bid Conference Addendum (if necessary)	July 17, 2024
5.	Last date for Bidders to submit questions regarding RFP	July 31, 2024, 3:00 pm Pacific Standard Time
6.	Bidder Complaints due	July 31, 2024
7.	WSLCB posts final Question and Answer Addendum or RFP Amendment (if necessary)	August 1, 2024
8.	Proposals due	August 7, 2024,

Item	Action	Date
		3:00 pm Pacific Standard Time
9.	WSLCB conducts evaluation of written proposals	August 8-21, 2024
10.	WSLCB conducts oral interviews with finalists (if determined necessary by WSLCB)	September 3-4, 2024
11.	WSLCB announces "Apparent Successful Bidder" and sends notification to unsuccessful Bidder(s)	September 11, 2024
12.	WSLCB conducts debriefing conferences (if requested by Bidder)	As requested, per debriefing instructions
13.	Contract negotiation begins	September 11, 2024
14.	Anticipated contract start date	October 4, 2024

WSLCB reserves the right to revise the above schedule.

B.4. PRE-BID CONFERENCE

A pre-bid conference is scheduled to be held on July 15 at 1:30 – 3:30 pm Pacific Standard Time. The pre-bid conference will be held virtually:

Social Equity in Cannabis License Application Project Teams Link
<https://events.gcc.teams.microsoft.com/event/51d3b604-e430-4f84-a81d-4da3edc83527@11d0e217-264e-400a-8ba0-57dcc127d72d>

Meeting ID: 229 311 236 364

Passcode: 3Piysp

Or dial in by phone:

+1-564-999-2000, 642564062# United States, Olympia

(833) 322-1218, 642564062# United States (Toll-free)

Phone conference ID: 642 564 062#

All prospective Bidders should attend; however, attendance is not mandatory. Written questions may be submitted in advance to the RFP Coordinator. WSLCB shall be bound only to written answers to questions. Any oral responses given at the pre-bid conference shall be considered unofficial.

Questions arising at the pre-bid conference or in subsequent communication with the RFP Coordinator will be documented and answered in written form. A copy of the questions and

answers in the form of an Addendum will be posted on WEBS under the commodity code(s) listed on the cover page of this RFP.

Within five (5) business days of the pre-bid conference, a copy of the questions and answers from the pre-bid conference will be posted on WEBS under the commodity code(s) listed on the cover page of this RFP.

B.5. COMPLAINT PROCEDURE

The complaint period is an opportunity to voice objections and/or raise concerns in the Solicitation requirements and evaluation process. WSLCB will consider all complaints but is not required to modify or cancel the Solicitation. If bidder complaints result in changes to the Solicitation, written amendments to the Solicitation will be issued and be posted on WEBS under the commodity code(s) listed on the cover page of this RFP.

A Bidder may submit a complaint based on any of the following:

- The Solicitation unnecessarily restricts competition;
- The Solicitation evaluation or scoring process is unfair or flawed; or
- The Solicitation requirements are inadequate or insufficient to prepare a proposal.

Bidders may submit complaints up to five (5) business days prior to the proposal due date noted in the Estimated Schedule of Procurement Activities. However, Bidders are encouraged to submit complaints as soon as possible so WSLCB can rectify the issue(s) early in the process. Complaints must be submitted to the RFP Coordinator. To be considered a valid complaint, the complaint must meet the following requirements:

- Must be in writing.
- Should clearly articulate the basis for the complaint.
- Should include a proposed remedy.

Complaints not received by the deadline noted in the Schedule of Procurement Activities will not be reviewed by WSLCB. Failure by the Bidder to raise a complaint at this stage will waive its right for later consideration.

The WSLCB Contracts Administrator or an employee delegated by the Contracts Administrator will review valid complaints and respond to the bidder in writing. WSLCB will consider all complaints but is not required to make any changes in response to a complaint, in part or in full. WSLCB's response to the complaint is final and not subject to administrative appeal. The response, and any resulting changes to the RFP, will be posted as an amendment on WEBS prior to the proposal due date.

B.6. PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

Your entire response to this RFP is a public record and will be disclosed consistent with the Public Records Act, Chapter 42.56 RCW. Bid submissions and evaluations are temporarily exempt from public disclosure until announcement of the ASB(s).

Confidential Documents

For the purposes of this RFP, do not include confidential or proprietary information unless specifically requested by WSLCB.

If WSLCB requests confidential or proprietary information, you must clearly print the word "Confidential" on the lower right-hand corner of each page containing the confidential or proprietary information.

Public Records Requests

If a public records request seeks your proposal and the proposal contains pages clearly marked "Confidential", WSLCB will take the following steps:

- a) We will notify you. We will identify the requestor and the date that WSLCB will disclose the requested records.
- b) We will give you an opportunity to seek a court order to stop WSLCB from disclosing the records.
- c) We will not evaluate or defend your claim of confidentiality. We will not withhold or redact your documents without a court order.

If you have any questions, refer to the [WSLCB Public Records Office](#).

B.7. ADDENDUMS AND AMENDMENTS TO THE RFP

In the event it becomes necessary to revise any part of this RFP, an addendum or an amendment will be posted on WEBS under the commodity code(s) listed on the cover page of this RFP. For this purpose, any Bidder questions and Agency answers, and any other pertinent information, shall be considered an addendum to the RFP. Additionally, all addenda referred to above will be released on WEBS. Only Bidders who have properly registered in WEBS under the commodity code(s) listed on the cover page of this RFP will receive automatic notification of amendments and/or addendums or other correspondence pertaining to this RFP. For those not registered in WEBS, it will be their responsibility to check WEBS periodically for addenda and amendments to the RFP.

B.8. SMALL BUSINESS, MINORITY & WOMEN'S BUSINESS ENTERPRISES (MWBE), AND VETERAN-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 RFP or on a subcontractor basis. For more information on certification, contact the [Washington State Office of Minority and Women's Business Enterprises](#).

RCW 43.60A.200 encourages the participation of Veteran-Owned Businesses certified by the Washington State Department of Veterans Affairs (DVA) RCW [43.60A.195](#). For more information on certification, contact [Washington State Department of Veteran Affairs](#).

Additionally, per Department of Enterprise policy, agencies are encouraged to buy from in-state small business, including microbusinesses and minibusinesses.

However, no minimum level of minority- or women-owned business, Washington Small Businesses, or Washington State certified Veteran Business participation is 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.

Vendors who meet criteria set forth in Chapter [39.19 RCW](#), should complete and submit the *Business Enterprise Certification Form* with the *Contract Intake Form*.

B.9. USE OF SUBCONTRACTORS

Bidder must acknowledge and agree that they will be solely responsible for carrying out the requirements of this RFP and any resulting Contract. If Bidder anticipates subcontracting any of the work, the subcontractor shall be clearly identified in Bidder's proposal Section C.4.ix Subcontractors.

Bidders are encouraged to use OMWBE and DVA's directories of certified firms for potential subcontracting arrangements. Bidders are also encouraged to contact OMWBE and DVA for information on becoming a certified minority-, woman-, or veteran-owned business. Certification information can be found at [Washington State Office of Minority and Women's Business Enterprises](#) and [Washington State Department of Veteran Affairs](#).

Bidders awarded a contract with WSLCB may be required to submit subcontractor reports in a form or format to be provided by the WSLCB, and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of contracts funds expended for work performed by subcontractors, including but not limited to diverse businesses. The Contractor shall maintain copies of all subcontracts and records related to subcontracts. For cause, WSLCB in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

B.10. ETHICS, POLICIES, & LAW

This RFP, the evaluation of proposals, and any resulting contract shall be made in conformance with applicable Washington State laws and Policies.

Specific restrictions apply to contracting with current or former state employees pursuant to RCW 42.52. Bidders should familiarize themselves with the requirements prior to submitting a proposal. Bidders shall indicate on their *Contract Intake Form* any current or former state employees who are employed by, or subcontracted with, Bidder.

B.11. ACCEPTANCE PERIOD

Proposals must provide ninety (90) business days for acceptance by WSLCB from the due date for receipt of proposals.

B.12. RESPONSIVENESS

All proposals will be reviewed by the RFP Coordinator to determine compliance with administrative and minimum requirements and instructions specified in this RFP. WSLCB may reject a Proposal as nonresponsive at any time for any of the following reasons:

1. Incomplete Response
2. Submission of a Response that proposes services that deviate from the scope and technical requirements set forth in this RFP, except as permitted in an amendment to this Solicitation
3. Failure to meet the minimum Bidder qualifications or to comply with any requirement set forth in this RFP, including Attachments
4. Submission of incorrect, misleading, or false information
5. History of prior unsatisfactory contractual performance

The RFP Coordinator may contact any Bidder for clarification of the proposal. If a proposal is deemed non-responsive, it shall be removed from further consideration. Bidders whose proposals are found to be non-responsive shall be disqualified from further evaluation and shall be notified in writing.

If a proposal meets all administrative and Bidder qualification requirements and submittal instructions, WSLCB shall continue with the written evaluation and, if applicable, evaluation of the oral presentation.

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

B.13. MOST FAVORABLE TERMS

WSLCB 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 Bidder can propose. WSLCB does reserve the right to contact a Bidder for clarification of its proposal.

The Bidder should be prepared to accept this RFP and the Bidder's proposal as attachments incorporated into the contract. Contract negotiations may incorporate some or all of the Bidder's proposal. It is understood that the proposal will become a part of the official procurement file on this matter without obligation to WSLCB.

B.14. CONTRACT AND GENERAL TERMS & CONDITIONS

The Apparent Successful Bidder (ASB) will be expected to enter into a contract which is substantially the same as the sample contract and its General Terms and Conditions. The contract will incorporate the negotiated statement of work that is based on the requirements of the solicitation document(s) and the terms of the ASB's proposal. In no event is a Bidder to submit its own standard contract terms and conditions in response to this RFP. The Bidder may submit exceptions as allowed in the Certifications and Assurances section. WSLCB will review requested exceptions and accept or reject the same at its sole discretion.

Should contract negotiations fail to be completed within two (2) weeks after initiation, the Agency may immediately cease contract negotiations, declare the Bidder with the second highest score as the new Apparent Successful Bidder, and enter into contract negotiations with that Vendor. This process will continue until the Contracts are signed or no qualified Bidders remain.

B.15. COSTS TO PROPOSE

WSLCB will not be liable for any costs incurred by the Bidder 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.

B.16. NO OBLIGATION TO CONTRACT

This RFP does not obligate the State of Washington or WSLCB to contract for services specified herein. WSLCB also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract without penalty.

B.17. REJECTION OF PROPOSALS

WSLCB 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.

B.18. COMMITMENT OF FUNDS

Only an authorized representative of WSLCB may legally commit WSLCB 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.

B.19. BIDDER COMMITMENT

Bidder shall ensure personnel assigned to the work order are available until completion of the work unless approved for removal by WSLCB. Proposals to change or remove assigned personnel from the work order without prior approval from the WSLCB will be considered a breach in contract.

B.20. TRANSITION SERVICES

In the event resources are removed from this contract for any reason, the Bidder is required to provide no less than twenty (20) hours of transitional services at no cost to WSLCB. When any contractor that has been presented and accepted by WSLCB and has performed at least eighty (80) hours of effort within this contract, is removed or leaves this contract for any reason within the term of this contract or any extension, the Bidder must provide twenty (20) hours free of charge as transitional services. These transitional services may be in the form of WSLCB providing twenty (20) hours of on-site training, or the Bidder may make the exiting contractor available at no cost to WSLCB for mentoring and training the new resource, or any other transitional plan proposed by the Bidder and accepted by WSLCB.

B.21. STATEWIDE VENDOR PAYMENT REGISTRATION

The Bidder awarded a contract as a result of this RFP will be required to register as a Statewide Vendor (SWV). The SWV file is a central vendor file maintained by the Office of Financial Management for use by Washington State agencies in processing vendor payments. This allows vendors to receive payments from all participating state agencies by direct deposit, the State's preferred method of payment. All WSLCB Contractors are required to register as a Statewide Vendor; however, participation in direct deposit is optional. For online registration, visit the [Office of Financial Management website](#).

B.22. WASHINGTON STATE BUSINESS REGISTRATION

Bidders awarded contracts as a result of this RFP will be required to register with the Washington Secretary of State and/or Washington State Department of Revenue if registration requirements set forth by the [Department of Revenue](#).

B.23. INSURANCE COVERAGE

The Apparent Successful Bidder must comply with the insurance requirements identified in the General Terms and Conditions.

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

Section C. PROPOSAL CONTENTS

This section identifies how to prepare and submit a bid/proposal for this Competitive Solicitation. In addition, bidders will need to review and follow the Competitive Solicitation requirements including those set forth in the exhibits, which identifies the information that bidders must provide to the Procurement Coordinator to constitute a responsive bid. By responding to this Competitive Solicitation and submitting a bid, bidders acknowledge having read and understood the entire Competitive Solicitation and accept all information contained within this Competitive Solicitation.

C.1. SUBMISSION OF PROPOSALS

Bidders shall submit proposals as an attachment to an email to the RFP Coordinator noted in Section B.1. **Proposals must arrive by 3:00 p.m. Pacific Standard Time on August 7, 2024.** The RFP number and Bidder name must be noted in the email subject line. Attachments to the email shall be Microsoft Word format or in Portable Document Format (PDF). Zipped files may be received by WSLCB and can be used for submission of proposals. WSLCB does not assume responsibility for any problems with the electronic delivery of materials.

Proposals not received by the deadline will not be reviewed. Late proposals will not be accepted and will be automatically disqualified from further consideration. Proposals must respond to the procurement requirements. **Do not respond by referring to material presented elsewhere. The proposal must be complete and must stand on its own merits.**

Failure to respond to any portion of the procurement document may result in rejection of the proposal as non-responsive. All proposals and any accompanying documentation become the property of WSLCB and will not be returned.

C.2. PROPOSAL OVERVIEW

Proposals must be formatted to print on eight and one-half by eleven (8 ½ x 11) inch paper size with individual sections clearly identified. The Letter of Submittal shall be a maximum of one (1) page with the (4) signed certifications identified below attached. The four (4) major sections of the proposal are to be submitted in the order noted below:

1. Administrative Requirements
 - a. Letter of Submittal (1 Page)
 - i. Exhibit E - Contract Intake Form
 - ii. Exhibit F - Certifications and Assurances
 - iii. Exhibit G - Business Enterprise Certification
 - iv. Exhibit H - Qualifications Affirmations
2. Technical Proposal
3. Management Proposal

4. Cost Proposal

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

Page Limits

Although page limits are not imposed on the Bidder by this procurement, succinct, concise, direct and yet complete and descriptive responses to each section are preferred.

Attachments

Attaching documents or referenced materials in a separate file is not acceptable. Provide these documents as part of the response to the all the requirements.

C.3. LETTER OF SUBMITTAL

The Letter of Submittal shall include introductory remarks, contact information for the Bidder's point of contact for the proposal, and applicable certifications must be signed and dated by a person authorized to legally bind the Bidder 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).

C.4. TECHNICAL PROPOSAL

The Technical Proposal addresses the Bidder's approach to project delivery and must contain a comprehensive description of proposed services based upon the information contained in Exhibit A – Preliminary Scope of Work, including the following elements in the order listed below:

C.4.i. Project Approach/Methodology

Include a complete description of the Bidder's proposed approach and methodology for the project. This section should convey Bidder's understanding of the proposed project.

C.4.ii. Work Plan

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

Using the details outlined in the scope of work (Section A.4.B) and in Exhibit A – Preliminary Scope of Work., the Work Plan must provide a proposed detailed project plan outlining step by step methodology, technology applications, and methods of quality assurance, to include but not limited to a proposed timeline of material project deadlines and evaluation process.

C.4.iii. Project Schedule

Based upon the information you have, include a preliminary project schedule indicating when the elements of the work will be completed and when deliverables, if any, will be provided.

C.4.iv. Deliverables

Fully describe deliverables to be submitted under the proposed contract as you understand them and the steps you will take to achieve them.

C.4.v. Performance-Based Contracting

RCW 39.26.180 requires that, to the extent practicable, Washington State agencies enter into performance-based contracts. Performance-based contracts identify expected deliverables and performance measures or outcomes and are contingent on the contractor providing such deliverables or achieving performance outcomes.

Bidders are encouraged to structure Technical and Cost proposals in a performance-based manner that identify payment(s) tied to deliverables identified in Section C.3.iv.

C.4.vi. Technology Approach

As described in Exhibit A – Preliminary Scope of Work, Section 2, Bidder must provide an application management system with an online application intake process and document management capabilities that can track records and documents based on a WSLCB provided registrant identifier. (IT System)

C.4.vii. IT Security

The IT System shall meet the OCIO 141.10 standards and WSLCB security requirements. Furthermore, where requirements are similar but not exact (example below), the two (2) policies' requirements enhance each other.

Proposed solution's security system for the IT System including:

- Internal and external user authentication
- Authorization (role-based access) implementation scheme and principles
- User management

Proof of compliance with:

- NIST 800-53

- Data security methods and approach (application, interface, integrations)
- Storage, Categorization, Masking, Encryption in-transit/at-rest, Transfer
- Access, Audits, vulnerability assessments, and penetration testing

C.4.viii. Outcomes and Performance Measurement

Describe the impacts/outcomes the Bidder proposes to achieve as a result of the delivery of these services including how these outcomes would be monitored, measured, and reported to the state agency.

Note: Mere repetition of the Scope of Work will not be considered responsive.

C.4.ix. Risks

Define risks you identify as being significant to the success of the project. Include how you would propose to effectively monitor and manage these risks, including reporting of risks to the Agency’s contract manager. Include the following in your proposal:

- a. Provide your business continuation plan that illustrates how you will monitor and manage through loss of key staff/personnel.
- b. Provide your plan for managing subcontractors if applicable.
- c. Describe your process to maintain and document consistency when evaluating applications.

C.5. MANAGEMENT PROPOSAL

This section addresses the Bidders approach to project management and project delivery. These responses should be based upon the requirements listed in Exhibit A – Preliminary Scope of Work and should be responded to in the order presented below.

C.5.i. Project Team Structure/Internal Controls

Provide a description of the proposed project team structure and internal controls to be used during the course of the project, including any subcontractors.

Provide an organizational chart of your organization or entity indicating lines of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or functions of the organization or entity. This chart must also show lines of authority to the next senior level of management. Include who within the organization or entity will have prime responsibility and final authority for the work.

C.5.ii. Project Management

Bidder must describe its approach and strategies for monitoring, controlling, and reporting project progress and performance across all elements within the scope of this engagement. Describe the methods Bidder will use to coordinate its project management efforts and reporting with WSLCB leadership, WSLCB project manager, and other WSLCB staff.

C.5.iii. Communication Approach

Bidder must briefly discuss its plan for establishing and maintaining effective communications throughout the required service period. Describe your approach to reporting project progress, issues and risks. The WSLCB expects the following reporting at a minimum:

- a. Weekly project meetings
- b. Weekly status reports reporting progress, issues, risk, and schedule

Provide a weekly sample project status report for the meeting. Describe your approach to providing updates to the “official” project work plan.

Bidder and the WSLCB will jointly establish a communication and issue resolution process. Bidder must describe its proposed process and implementation approach for issue documentation, tracking, communications, and resolution. This approach must address coordination with WSLCB management. Following contract execution, Bidder and the WSLCB will jointly establish the issue resolution process.

C.5.iv. Experience of the Bidder/Staff

Identify staff who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel, and include the amount of time each will be assigned to the project.

Relevant Experience - Describe how the Bidder meets the minimum qualifications and, if applicable, the desired qualifications. Include other relevant experience that indicates the qualifications of the Bidder, and any subcontractors, for the performance of the potential contract.

Provide description and/or resume 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 Bidder must commit that staff identified in its proposal will actually perform the assigned work. Any staff substitution must have the prior approval of WSLCB.

Bidder shall also affirm minimum qualifications on the *Qualification Affirmations Form*.

Related Contracts - Include a list of contracts the Bidder has had during the last five (5) years that relate to the Bidder’s ability to perform the services needed under this

RFP. List contract reference numbers, contract period of performance, contact persons, phone numbers, and email addresses.

C.5.v. References

List names, addresses, telephone numbers, and email addresses of three (3) business references for whom work has been accomplished and briefly describe the type of service provided for them. By submitting a proposal in response to this RFP, the Bidder and team members grant permission to WSLCB and others who, from WSLCB's perspective, may have pertinent information. WSLCB may or may not, at WSLCB's discretion, contact these references or others. WSLCB reserves the right to use references to confirm satisfactory customer service, performance, satisfaction with service/product, knowledge of products/service/industry and timeliness. Any negative or unsatisfactory reference or non-reference can be reason for rejecting a bidder as non-responsible or considered a "fail". Do not include current WSLCB staff as references.

The RFP Coordinator or designee from the WSLCB will contact the Bidder's references. A reference check questionnaire will be used to ask questions and document responses.

WSLCB may or may not, at WSLCB's discretion, contact these references or others. Do not include current WSLCB staff as references.

C.5.vi. Past Performance

Provide information regarding past performance by indicating if the Bidder has received notification of contract breach in the past five (5) years. This does not lead to automatic disqualification. However, WSLCB reserves the right to disqualify Bidder proposals based on the Bidder's historical performance, as outlined above in Section B. General Information for Bidders, 11. Responsiveness.

C.5.vii. Examples/Samples of Related Projects/Previous Work

Provide one (1) example or sample of previous work/deliverables for related projects.

Note: Referring to material(s) presented elsewhere, will not be considered responsive. The proposal must be complete and must stand on its own merits.

C.5.viii. Subcontractors

Identify any known or potential subcontractors who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel, and include the amount of time each will be assigned to the project.

Once a contract is awarded, the contract will be subject to compliance tracking using the State's business diversity management system, Access Equity (B2Gnow).

Confidential information (Tax ID, etc.) will not be published. Contractors that have previously registered with B2Gnow for any public entity, must verify the system has updated information. User guides and documentation related to Contractor and Subcontractor access to and use of Access Equity are provided by the Office of Minority and Women's Business Enterprises in the Access Equity Help Center. Each month during the contract, the Contractor is required to report payments to all Subcontractors through the Access Equity system. This monthly reporting information includes total payment in dollars made to the Subcontractor, payment dates, and any additional information required to verify payment to Subcontractors. The Contractor shall enter this payment information into the Access Equity system, and require the Subcontractors verify the information in the system. Online training is available through the Access Equity/B2Gnow system. This requirement applies to both Contractors and Subcontractors, proposed during the procurement process and/or after a contract has been awarded and/or executed.

C.6. COST PROPOSAL

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

Bidders are advised that submission of additional information in support of the Cost Proposal is encouraged to the extent that such information will assist in evaluating the reasonableness and rationale supporting the costs.

C.6.i. Identification of Costs

Bidder's Cost Proposal must be fully burdened to include all expenses associated with providing its proposed solution to performing the services necessary to accomplish the objectives established in this RFP and outlined in Exhibit A – Preliminary Scope of Work. The fully burdened cost is to include all operating and personnel costs such as but not limited to overhead, salaries, administrative expenses, profit, supplies, routine upgrades, maintenance, technical support, replacement, travel costs, training, and any other expenses necessary to perform the services as required. Bidders are required to collect and pay Washington State sales tax, if applicable.

C.6.ii. Holdback

In the event of Administrative Hearings, there will be a fifteen (15%) percent holdback from declaration and testimony payments during the appeals process. The final fifteen (15%) percent holdback will be paid to the Contractor after the completion of the Administrative Hearings process. The holdback can be modified during the contract

negotiations to meet the needs of both the Apparent Successful Bidder (ASB) and WSLCB.

C.6.iii. Subcontractor Costs

Costs for subcontractors are to be broken out separately. Please note if any subcontractors are certified by the Office of Minority and Women's Business Enterprises, a certified Washington State Small Business, or a certified Washington State Veteran Business.

Section D. EVALUATION AND AWARD

D.1. EVALUATION PROCEDURE

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this RFP, in accordance with provisions identified in RCW 39.26.160, and any addenda issued. The evaluation of proposals shall be accomplished by an evaluation team, to be designated by WSLCB, which will determine the ranking of the proposals.

For responsive bids, WSLCB must determine whether the bidder is a “responsible bidder.” Accordingly, WSLCB will make reasonable inquiry to determine bidder responsibility on a pass/fail basis. In determining bidder responsibility, WSLCB will consider the following statutory elements:

- Bidder’s ability, capacity, and skill to perform the contract or provide the service required.
- Bidder’s character, integrity, reputation, judgment, experience, and efficiency.
- Bidder’s ability to perform the contract within the time specified.
- Bidder’s performance quality pertaining to previous contracts or services.
- Bidder’s compliance with laws relating to the contract or services.
- Whether, within the three-year period immediately preceding the date of the Competitive Solicitation, bidder has been determined by a final and binding citation and notice of assessment issued by the Washington State Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW; and
- Such other information as may be secured having a bearing on the decision to award the Contract.

In accordance with RCW 39.26.160(2)(a)-(g), WSLCB may request financial statements, credit ratings, references, record of past performance, clarification of Bidder’s bid, on-site inspection of Bidder’s or subcontractor’s facilities, or other information as necessary to determine Bidder’s capacity to perform and the enforceability of Bidder’s contractual commitments. Failure to respond to these requests may result in a bid being rejected as non-responsive.

D.2. EVALUATION AND SCORING

The evaluation members will score each section of the proposal (technical, management and cost) using a range of scores, based on their values and best professional judgement. An **example** would be the following:

TECHNICAL PROPOSAL					
PROJECT APPROACH/METHODOLOGY					
0-5	6-10	11-15	16-20	SCORE	COMMENTS
Lacking evidence of objectives addressed in the Technical Proposal with little or no description of the Consultant's proposed approach and methodology for meeting identified objective(s).	Limited evidence of objectives addressed in the Technical Proposal with a partial description of the Consultant's proposed approach and methodology for meeting identified objective(s).	Adequate evidence of objectives addressed in the Technical Proposal with a complete description of the Consultant's proposed approach and methodology for meeting identified objective(s).	Significant evidence of objectives addressed in the Technical Proposal with a thorough description of the Consultant's proposed approach and methodology for meeting identified objective(s).		

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

Category	Maximum Points Possible
C.4 Technical Proposal	140 points
C.4.i. Project Approach/Methodology	20 points
C.4.ii Work Plan	20 points
C.4.iii Project Schedule	20 points
C.4.iv Deliverables	20 points
C.4.vi Technology Approach	20 points
C.4.viii Outcomes and Performance Measurement	20 points
C.4.ix Risks	20 points
C.5 Management Proposal	80 points
C.5.i Project Team Structure/Internal Controls	20 points
C.5.ii Project Management	20 points
C.5.iii Communications Approach	20 points
C.5.iv Experience of the Bidder/Staff	20 points
C.6 Cost Proposal	20 points
C.6.i Identification of Costs	20 points
Subtotal	240 points
Reference Checks (if determined necessary by WSLCB)	Pass/Fail
Oral Presentations (if determined necessary by WSLCB)	Pass/Fail
GRAND TOTAL FOR PROPOSAL	240 points

D.3. REFERENCE CHECKS

References may be contacted for the top-scoring Bidder(s) only and will be assessed on a pass/fail basis. If the reference check fails, the next-highest scoring Bidder's references will be

contacted. A negative or unsatisfactory reference or a non-reference could be considered a "fail".

D.4. ORAL PRESENTATIONS

After bids are received and written evaluations are completed, WSLCB, at its sole discretion, may request that one or more Responsible and Responsive Bidders participate in an oral presentation. Should WSLCB elect to hold oral presentations, it will contact the top-scoring bidder(s) to schedule a date, time, and location. Commitments made by the Bidder at the oral presentation, if any, will be considered binding.

Oral presentations will be assessed on a pass/fail basis and will be a factor in determining the Apparent Successful Bidder.

Once a presentation appointment has been issued from the RFP Coordinator, Bidder must provide acknowledgment of selected time and date within forty-eight (48) hours as confirmation of reservation for their presentation.

During the presentation, Bidder will be required to explain how their proposal meets the needs of the project set forth under Exhibit A – Preliminary Scope of Work.

D.5. SELECTION OF APPARENT SUCCESSFUL BIDDER

WSLCB reserves the right to award the contract to the Bidder whose proposal is deemed to be in the best interest of and most advantageous to WSLCB and the state of Washington. The selected bidder will be declared the Apparent Successful Bidder (ASB).

The date of announcement of the ASB will be the date the announcement is emailed. The State will enter into contract negotiations with the ASB. Should contract negotiations fail to be completed within two (2) weeks after initiation, the State may immediately cease contract negotiations, declare the Bidder with the second highest score as the new ASB, and enter into contract negotiations with that Bidder. This process will continue until the Contracts are signed or no qualified Bidders remain.

Upon WSLB's announcement of ASB, all bid submissions and all bid evaluations are subject to public disclosure pursuant to Washington's Public Records Act.

D.6. NOTIFICATION TO BIDDERS

Proposals that have not been selected for further negotiation or award will be notified via email by the RFP Coordinator.

D.7. DEBRIEFING OF UNSUCCESSFUL BIDDERS

At the Bidder's request, an individual debriefing conference will be scheduled with an unsuccessful Bidder. The debrief conference is an opportunity for the bidder and WSLCB to meet and discuss the Bidder's bid (and, as further explained below, is a necessary prerequisite to filing a protest). Following the bid evaluation, WSLCB will issue an ASB announcement. The request for a debriefing conference must be received by the RFP Coordinator within three (3) business days following announcement of the ASB. The debriefing must be held within three (3) business days of the request, unless otherwise agreed upon by WSLCB and Bidder.

Discussion will be limited to the evaluation and scoring of the requesting Bidder's proposal and review of the Bidder's final score in comparison to other final scores without identifying the other Bidders. Debrief conferences may be conducted either in person at WSLCB's office in Olympia, Washington, or virtually (e.g., by telephone or web-based virtual meeting such as Zoom, Skype, MS Teams), as determined by WSLCB, and may be limited by WSLCB to a specified period of time.

Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one (1) hour. Recording of debriefing conferences is prohibited.

Since debriefing conferences pertain to the formal evaluation process, Bidders who were disqualified as non-responsive and therefore did not go through the formal evaluation process, are not entitled to a debriefing conference.

Please note, because the debrief process must occur before making an award, WSLCB likely will schedule the Debrief Conference shortly after the announcement of the ASB and the Bidder's request for a Debrief Conference. WSLCB will not allow the debrief process to delay the award. Therefore, Bidders should plan for contingencies and alternate representatives; Bidders who are unwilling or unable to attend the Debrief Conference will lose the opportunity to protest.

D.8. PROTEST PROCEDURE

This protest procedure is available to Bidders who submitted a response to this RFP document and who have participated in a debriefing conference. Upon completion of the debriefing conference, the Bidder is allowed five (5) business days to file a protest of the procurement with the RFP Coordinator. Protests shall be submitted to the RFP Coordinator via email.

Bidders 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 Bidders under this procurement.

The protest must state:

1. The RFP Number.
2. The grounds for the protest including specific facts and complete statements of the action(s) being protested. The protesting party may submit with the protest any documents or information deemed relevant.
3. A description of the relief or corrective action being requested should also be included.

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

- A matter of bias, discrimination, or conflict of interest on the part of the evaluator/evaluation team.
- Errors in computing the score; and/or
- Non-compliance with procedures described in the procurement document or WSLCB policy.

Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as: 1) an evaluator's professional judgment on the quality of a proposal, 2) WSLCB's assessment of its own and/or other agencies needs or requirements, or 3) a complaint raised during the Complaint Procedure.

Upon receipt of a protest, a protest review will be held by WSLCB.

1. The agency will assign a Protest Officer who had no involvement in the evaluation and award process to investigate and respond to the protest.
2. The Protest Officer will consider the available facts and issue a written response to the Bidder within ten (10) business days after receipt of the protest, unless additional time is needed. WSLCB will notify the protesting bidder in writing if additional time is needed.
3. A copy of the protest and the agency's written decision will be provided to the Washington State Liquor and Cannabis Board and the Director of DES.

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

The final determination of the protest shall either:

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

If WSLCB determines that the protest is without merit, WSLCB will enter into a contract with the Apparent Successful Bidder, assuming the parties reach agreement on the contract's terms. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken. All decisions made by WSLCB relating to the protest shall be final.

Section E. RFP EXHIBITS

- Exhibit A** - Preliminary Scope of Work
- Exhibit B** - Sample Contract
- Exhibit C** - General Terms and Conditions
- Exhibit D** - Contract Intake Form
- Exhibit E** - Certifications and Assurances
- Exhibit F** - Business Enterprise Certification
- Exhibit G** - Qualifications Affirmations
- Exhibit H** - Proposal Checklist

EXHIBIT A

PRELIMINARY SCOPE OF WORK

Contractor shall furnish the necessary personnel, equipment, material and/or services, and otherwise do all things necessary for, or incidental, to the performance of the work set forth below. This is a high-level Preliminary Scope of Work intended to outline information for bidders on the overall services expected within this project. Additional information and/or services may be identified during contract negotiations and added to the statement of work in the contract.

1. Development, planning and implementation in collaboration with Washington State Liquor and Cannabis Board (WSLCB), including but not limited to:

1.1 Project Kick-Off Planning and Discovery

- a. Meet with WSLCB to develop and set project goals to include:
 - i. Project Schedule
 - ii. Internal communication plan with WSLCB
 - iii. Develop a quality assurance plan to ensure consistency; and
 - iv. Lessons learned
- b. Actively participate in virtual meetings (dates/times are to be determined)
- c. Review WSLCB application rules in the Washington Administrative Code (WAC)

1.2 Application Design and Communication Process Development

- a. Determine and create an online application process
- b. Work with WSLCB's Information Technology (IT) Team to identify process for converting and migrating:
 - i. WSLCB data transfer into contractor's IT system
 - ii. Contractor data transfer into WSLCB's IT system
- c. Develop an external communication plan to disseminate information to applicants about the application review process prior to the application window opening

1.3 Ongoing Administrative Activities

- a. Monitor the trends of applicant questions and responses to review topics that need further clarification
- b. Develop consistent correspondence in collaboration with WSLCB to be sent to applicants regarding process or application status
- c. Provide clear, concise, and consistent information to applicants about the license application process to ensure applicant understanding and an empirical and fair evaluation
- d. Provide applicants with resources to ask questions electronically and/or by phone *Note: The Contractor must review and respond to inquiries from applicants within one (1) business day*
- e. Provide translation services to applicants via electronically and/or by phone for whom English is not their primary language

- f. Collaborate with WSLCB to determine supplemental applicant information using publicly available resources to meet the qualifications identified in the WAC
- g. Develop a deidentified survey to collect information about the demographics of the applicants

2. Provide an application management system with an online application intake process and document management capabilities that can track records and documents based on a WSLCB provided registrant identifier:

- a. Reviewer system can be updated with either WSLCB registration identification via web service (real time) or mass update via secure Managed File Transfer (MFT) protocol (delayed)
- b. Ensure applicants are identified by WSLCB registration identification prior to submitting application materials
 - i. Registration identification is the primary identifier for records in the application management system
- c. Applicant submissions and documentation are de-duplicated within the application management system
 - i. Applicant documents required in the process can be updated and will not result in duplication of documents when transferred to WSLCB
- d. The application management system is configurable to ensure social equity qualifying and disqualifying parameters can be managed and identified in applicant records
- e. The application management system can use Geographic Information System (GIS) map services to geocode applicant location to ensure the applicant's intended jurisdiction is applicable to the Social Equity in Cannabis Program or can manage spatial longitude and latitude (x, y) coordinates for qualification purposes
- f. The reviewer must have the technical capability to upload the data and documents from their application management system in a format that can be downloaded into the appropriate WSLCB systems (e.g., Laserfiche, Salesforce), data transfer can be accomplished by web services and Application Programming Interfaces (APIs) or by batch using secure file transfers.

3. Review and evaluate application materials to determine the applicant's eligibility; and score eligible applicants, using the Scoring Rubric provided by the WSLCB, including but not limited to:

3.1 Stage 1 – Determine Eligibility of Applications

- a. Detect and address duplicate applications
 - i. Applicants shall only be permitted to submit one (1) application for consideration for a Social Equity in Cannabis License. Only the first application received from an applicant shall be reviewed to determine eligibility and, if appropriate, scored using the scoring rubric.
 - ii. Inform the WSLCB regarding applicants with multiple submitted applications
- b. For all applications, review and verify eligibility qualifications established in WAC

- c. For all applications, identify whether the applicant is a Social Equity Title Certificate Holder (TCH)
 - i. Applications from TCH's who are only moving their location are eligible and do not need to be scored
- d. Share preliminary eligibility results with applicants
 - i. Notify the applicant about their eligibility before final determination is made
 - ii. Provide each applicant a remedy period to give them an opportunity to submit additional information or documentation that may change their qualification determination
- e. The Contractor shall identify applications that do not to meet the qualifications for a Social Equity in Cannabis license
 - i. These applications will not move to Stage 2

3.2 Stage 2 – Scoring Eligible Applications

- a. Applications from applicants who are determined to be eligible under Stage 1 will proceed to Stage 2 to be scored
- b. Score the applications against the Scoring Rubric provided by WSLCB using supporting documents submitted with the applications
 - i. Applications shall be scored using the Social Equity Scoring Rubric provided by WSLCB and ranked accordingly
- c. Share preliminary score
 - i. Notify the applicant about their initial rubric score before final determination is made
 - ii. Provide each applicant an opportunity to submit additional information or documentation that may change their score

3.3 Stage 3 – Provide Information to Double-Blind Lottery Contractor

- a. The contractor will evaluate the final scores for qualified applicants in each jurisdiction using the number of available locations provided by the WSLCB
- b. In the event of tied high scores in a jurisdiction, the contractor will send a list of the top applicants to a contractor identified by the WSLCB to conduct a double-blind lottery
- c. Applicants sent forward for the double-blind lottery will be identified by their unique registration identification provided by the WSLCB and by jurisdiction without any other identifying information

4. Upon review and finalization of evaluation results contractor will provide WSLCB with final results and all supporting documents:

4.1 Provision of All Supporting Documents

- a. Create and Maintain File for each applicant in the following order
 - i. Completed Application Form
 - ii. All documents submitted by applicant to determine qualifications
 - iii. Final application synopsis explaining how the Social Equity Qualifications, Title Certificate Holder status, and the scores were determined
 - iii.a All documents submitted by applicant to determine the final score by order of the scoring rubric
 - iv. Communication log including:

- iv.a Log Questions asked by Contractor and answers provided
 - a) Question – Name of individual asking
 - b) Answer – Name of individual answering
- iv.b Log Questions asked by Applicant and answers provided
 - a) Question – Name of Individual Asking
 - b) Answer – Name of individual answering on behalf of Contractor.
- b. Submit comprehensive reports to WSLCB to include but not limited to demographics, qualifications, and scoring
- c. The Contractor must respond to all requests for clarification from the WSLCB including those necessary to assist with appeals
- d. Contractor must provide any and all materials and data in any form whether electronic or hard copy, including notes and files to WSLCB upon request

5. Administrative Hearing for Social Equity in Cannabis Applications

An applicant may request an administrative hearing to contest the withdrawal or denial of a Social Equity in Cannabis application pursuant to the Administrative Procedure Act, Chapter 34.05 RCW. The Contractor may be required to provide declarations and hearing testimony through the appeals process. The Contractor will be paid a set rate of two hundred dollars (\$200) per declaration and two hundred dollars (\$200) per hour for hearing testimony.

EXHIBIT B
SAMPLE CONTRACT

Contract No. _____

between

WASHINGTON STATE LIQUOR AND CANNIBAS BOARD

(hereinafter referred to as WSLCB)

1025 Union Ave SE, PO Box 43090

Olympia, WA 98504

and

>CONTRACTOR<

(hereinafter referred to as Contractor)

>ADDRESS<

In consideration of the promises and conditions herein, WSLCB and Contractor do mutually agree as follows:

SAMPLE
Do Not Complete
I. TITLE OF THE CONTRACTOR

A. The general objective(s) of this contract is/are as follows:

To implement the application process for the award of cannabis retailer, producer, and processor licenses for the Social Equity in Cannabis Program and to provide ongoing support during the applicant appeals process.

B. In order to accomplish the general objective(s) of this Contract, Contractor shall perform the following specific duties, and those outlined in WSLCB's Request for Proposals No. 2024-02, and Contractor's Proposal, to the satisfaction of the Contract Manager:

>STATEMENT OF WORK<

C. The Contractor shall produce the following written reports or other written documents (deliverables) by the dates indicated below:

>DELIVERABLES<

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

**II. CONDITIONS OF COMMENCEMENT OF PERFORMANCE
AND
SCHEDULE OF PERFORMANCE**

No costs shall be incurred under this Contract until fully executed and subsequent to the termination date.

The schedule of performance of Contractor’s duties is as follows:

>START DATE<, or date of execution, whichever is later, through **>START DATE<**.

WSLCB has the right to renew this Contract in whole or in part for the year(s) 2027, 2028, 2029 and 2030 by giving notice to the Contractor. If WSLCB provides such notice to the Contractor, the Contractor shall be obligated to enter into a contract with the same fiscal obligations as the previous Contract year, provided that WSLCB and Contractor shall negotiate any revision of additional services or goals beyond those encompassed in the previous Contract.

III. DUTIES TO THE WSLCB

A. In consideration of Contractor’s satisfactory performance of the duties set forth herein, WSLCB shall compensate Contractor at a rate of \$\$\$\$ per hour for a total of \$\$\$\$. Payment for satisfactory performance shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work, which will cause the maximum payment to be increased.

Contractor shall be entitled to reimbursement for expenses incurred, as follows:

- Expenses incurred for the following specified purposes not to exceed a total of \$\$\$\$. Contractor must submit receipts or other documentation.

Maximum consideration for this entire contract shall not exceed \$\$\$\$.

Funds for the payment of this Contract are provided by state dollars.

B. Payment shall be made to the Contractor as follows:

Periodically in the form of progress payments in the amounts and for the stages of partial performance set forth below:

[Schedule of payments may be included here.] or

Periodically based on invoices submitted by the Contractor for actual costs incurred to date based on receipts or other documentation.

Invoice(s) will be paid only after approval by the Contract Manager and Agency General Accounting, WSLCB. The invoice shall include an original signature, the contract number, and document to the Contract Manager's satisfaction a description of the work performed, and payment requested. Within approximately thirty (30) working days of the Contract Manager receiving and approving the invoice, payment will be mailed or electronically transferred to the Contractor by Agency General Accounting, WSLCB.

- C. Final payment shall be made after acceptance by the WSLCB's Contract Manager or Designee if received by the WSLCB within ninety (90) days after the contract expiration date, unless negotiated with the Contract Manager or Designee and the Budget Analyst.

IV. CONTRACT MANAGEMENT

The following shall be the contact person for communications and billings regarding the performance of this contract. Any changes to this information shall be communicated to the other party in writing as soon as reasonably possible.

[Enter information here]

V. INCORPORATION OF ATTACHMENTS AND ORDER OF PRECEDENCE

Each of the attachments listed below is by this reference hereby incorporated into this contract. In the event of an inconsistency in this contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable Federal and state of Washington statutes and regulations
- Special Terms and Conditions as contained in this basic contract instrument
- Attachment A – Contract for Services, General Terms and Conditions
- Attachment B – Request for Proposals with any formal RFP amendments that change scope of work, etc.
- Attachment C – Contractor's Proposal
- Any other provision, term or material incorporated herein by reference or otherwise incorporated.

VI. APPROVAL

This contract shall be subject to the written approval of the WSLCB's authorized representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

We the undersigned agree to the terms of the foregoing contract.

CONTRACTOR

Washington State Liquor and Cannabis Board

Signature

Title

WSLCB Board Administrator

Print Name

Date

Date

Who certifies that he/she is the Contractor identified herein, OR a person duly qualified and authorized to bind the Contractor so identified to the foregoing Agreement.

Approved as to FORM ONLY

Exhibit C
Contract for Services
GENERAL TERMS AND CONDITIONS

DEFINITIONS

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

"Contract" or "Agreement" means the entire written agreement between WSLCB and the Contractor, including any attachments, exhibits, documents, or materials incorporated by reference. Contract and Agreement may be used interchangeably.

"Services" means all work performed or provided by Contractor pursuant to this Contract.

"Statement of Work" or "SOW" or "Scope of Work" means a detailed description of the work activities the Contractor is required to perform under the terms and conditions of this Contract, including the deliverables and timeline.

"Contractor" shall mean that firm, provider, organization, individual, or other entity performing service(s) under this Contract and shall include all employees of the Contractor.

"Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms " Subcontractor" and " Subcontractors" means Subcontractor(s) in any tier.

"WSLCB" shall mean the Washington State Liquor and Cannabis Board, any division, section, office, unit or other entity of the WSLCB, or any of the officers or other officials lawfully representing the WSLCB.

- 1. Access to Data.** In compliance with Chapter 39.26 RCW, the Contractor shall provide access to data generated under this Contract to the WSLCB, 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.
- 2. Alterations and Amendments.** This Contract may be amended only by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.
- 3. Americans with Disabilities Act (ADA) of 1990, Public Law 101-336, also referred to as the "ADA" 28 CFR Part 35.** The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

4. **Assignment.** Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of the WSLCB.
5. **Assurances.** The WSLCB and the Contractor agree that all activity pursuant to this Contract will be in accordance with all applicable current federal, state and local laws, rules and regulations.
6. **Attorney's Fees.** In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney's fees and costs.
7. **Audit Requirements.** If the Contractor is a Subrecipient of federal awards as defined by the Office of Management and Budget (OMB) CFR, Part 200, Subpart F, and expends seven hundred and fifty thousand dollars (\$750,000) or more in federal awards (does not apply to contracts for goods and services) from all federal sources in any fiscal year beginning on or after December 26, 2014, the Contractor shall procure at their expense a single or program-specific audit for that year. The Contractor shall incorporate OMB CFR, Part 200, Subpart F audit requirements into all contracts between the Contractor and its Subcontractors who are Subrecipients of federal awards. The Contractor shall comply with any future amendments to OMB and any successor or replacement Circular or regulation.
8. **Budget Revisions.** Any monetary amount budgeted by the terms of this Contract for various activities and line-item objects of expenditure may be revised without prior written approval of WSLCB, so long as the revision is no more than ten percent (10%) of the original line-item amount and the increase in an amount is offset by a decrease in one or more other amounts equal to or greater than the increase. All other budget revisions exceeding ten percent (10%) shall only be made with the prior written approval of the WSLCB.
9. **Building Access.** The WSLCB uses an electronic card access system and controlled entry as part of its overall building security at the Olympia Headquarters Building. Access cards must be worn and visible at all times while in the Olympia HQ Building. All visitors requiring access to the controlled entry areas of the building, must enter and sign in at the front main lobby reception desk and receive a visitor badge. All lost, stolen, or non-working access cards and/or visitor badges must be immediately reported to HQsupply@lcb.wa.gov. Olympia Headquarters Building normal business hours: 8:00 a.m. to 5:00 p.m. Monday through Friday.
Due to the nature of your services, you may be required to get a permanent badge with a picture ID for use in the building.
10. **Certification Regarding Debarment, Suspension, and Ineligibility.** The Contractor certifies that neither it nor its principals are debarred, suspended, proposed for debarment, or voluntarily excluded from participation in transactions by any federal department or

agency. The Contractor further certifies that they will ensure that potential subcontractors or any of their principals are not debarred, suspended, proposed for debarment, or voluntarily excluded from participation in covered transactions by any federal department or agency. "Covered transactions" include procurement contracts for goods that are expected to equal or exceed twenty-five thousand dollars (\$25,000). Contractor may do so by obtaining a certification statement from the potential subcontractor or subrecipient or by checking online at the System for Award Management (SAM), Excluded Parties List. The Contractor shall immediately notify the WSLCB if, during the term of this contract, Contractor becomes debarred. The WSLCB may immediately terminate this Contract by providing Contractor written notice if Contractor becomes debarred during the term of this Contract.

The Contractor also certifies that neither it nor its principals are debarred, suspended, or proposed for debarment from participation in transactions by any state department or agency. The Contractor further certifies that they will ensure that potential subcontractors or any of their principals are not debarred, suspended, or proposed for debarment from participation in covered transactions by any state department or agency.

11. Certification Regarding Lobbying. The Contractor certifies that Federal-appropriated funds will not be used to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Contractor shall require its subcontractors to certify compliance with this provision.

12. Certification Regarding Wage Violations. The Contractor certifies that within three (3) years prior to the date of execution of this Contract, Contractor has not been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW chapters 49.46, 49.48, or 49.52.

The Contractor further certifies that it will remain in compliance with these requirements during the term of this Contract. Contractor will immediately notify the WSLCB of any finding of a willful violation entered by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction entered during the term of this Contract.

13. Change in Status. In the event of substantive change in the legal status, organizational structure, or fiscal reporting responsibility of the Contractor, Contractor agrees to notify the WSLCB of the change. Contractor shall provide notice as soon as practicable, but no later than thirty (30) days after such a change takes effect.

14. Confidentiality. The Contractor acknowledges that all of the data, material and information which originates from this Contract, and any material and information which will come into its possession in connection with performance under this Contract, consists of confidential data owned by the WSLCB or confidential personally identifiable data subject to the federal Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) or other privacy laws, and that the data must be secured and protected from unauthorized disclosure by the Contractor. The Contractor is wholly responsible for compliance with FERPA requirements.

The Contractor, therefore, agrees to hold all such material and information in strictest confidence, not to make use thereof other than for the performance of this Contract, to release it only to authorized employees and agents requiring such information and not release or disclose it to any other party. The Contractor agrees to release such information or material only to employees and agents who have signed a written agreement expressly prohibiting disclosure or usages not specifically authorized by this Contract.

15. Copyright Provisions. Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and copyright shall be owned by the WSLCB. The WSLCB shall be considered the author of such Materials. If Materials are not considered "works for hire", Contractor hereby irrevocably assigns all right, title, and interest in Materials, including all intellectual property rights, to the WSLCB effective from the moment of creation of such Materials.

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

Contractor understands that, except where otherwise agreed to in writing or approved by the WSLCB or designee, all original works of authorship produced under this Contract shall carry a [Creative Commons Attribution License](#), version 4.0 or later.

All Materials the Contractor has adapted from others' existing openly licensed resources must be licensed with the least restrictive open license possible that is not in conflict with existing licenses.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, Contractor will license the materials to allow others to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. If the Contractor would like to limit these pre-existing portions of the work to [non-commercial use](#), the [Creative Commons Attribution-NonCommercial](#) (preferred) or [Creative Commons Attribution-NonCommercial-ShareAlike](#) licenses, version 4.0 or later, are acceptable for these specific sections.

The Contractor warrants and represents that Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to apply such a license.

The Contractor shall exert all reasonable effort to advise the WSLCB, at the time of delivery of data furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The WSLCB shall receive prompt written notice of each notice or claim of infringement received by the Contractor with respect to any data delivered under this Contract. The WSLCB shall have the right to modify or remove any restrictive markings placed upon the data by the Contractor.

16. 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 agent maintained by the Contractor for the purpose of securing business. The WSLCB shall have the right, in the event of breach of this clause by the Contractor, to annul this Contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fees.

17. Disputes. In the event that a dispute arises under this Contract, it shall be determined by a Dispute Board in the following manner: (1) The WSLCB shall appoint a member to the Dispute Board; (2) the Contractor shall appoint a member to the Dispute Board; (3) the WSLCB and the Contractor shall jointly appoint a member to the Dispute Board; (4) the Dispute Board shall evaluate the dispute and make a determination of the dispute; and, the determination of the Dispute Board shall be final and binding on the parties hereto.

As alternatives to the above Dispute Board process: (1) if the dispute is between two or more state agencies, any one of the agencies may request intervention by the Governor, as provided by 43.17.330 RCW, in which event the Governor's process shall control; and, (2) if the dispute is between a non-state agency and another state agency or non-state agency party to this Contract, all the disputing parties may mutually agree to mediation prior to submitting the dispute to a Dispute Board in the event the dispute is not resolved pursuant to mediation within an agreed-upon time period.

18. Duplicate Payment. The WSLCB shall not pay the Contractor, if the Contractor has charged or will charge the state of Washington or any other party under any other contract or agreement, for the same services or expenses.

19. Electronic signature. Any signature page delivered via fax machine or electronic image scan, receipt acknowledged in each case, shall be binding to the same extent as an original, wet ink signature page. Any Party who delivers such a signature page agrees to later deliver an original counterpart to any Party which requests it.

20. 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 hereto.

21. Ethical Conduct. Neither the Contractor nor any employee or agent of the Contractor shall participate in the performance of any duty or service in whole or part under this Contract in violation of, or in a manner that violates any provision of the Ethics in Public Service law at Chapter 42.52 RCW, RCW 42.17A.550, RCW 42.17A.555, and 41.06.250 prohibiting the use of public resources for political purposes.

Contractor represents and warrants that it complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to the WSLCB's employees.

22. Governing Law and Venue. This Contract shall be construed and interpreted in accordance with the laws of the State of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.

23. Indemnification. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the WSLCB and all officials, agents, and employees of the WSLCB, from and against all claims for injuries or death arising out of or resulting from the performance of this Contract. "Claim" as used in this Contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Additionally, "claims" shall include but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in an unfair trade practice or in unlawful restraint of competition. Contractor's obligation to indemnify, defend and hold harmless includes any claim by Contractor's agents, employees, representatives, or any subcontractor or its employees.

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

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

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

25. Insurance.

a. **Worker's Compensation Coverage.** The Contractor shall at all times comply with all applicable worker's compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the fullest extent applicable. This requirement includes the purchase of industrial insurance coverage for the Contractor's employees, as may now hereafter be required of an "employer" as defined in Title 51 RCW. Such worker's compensation and occupational disease requirements shall include coverage for all employees of the Contractor, and for all employees of any subcontract retained by the Contractor, suffering bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. Satisfaction of these requirements shall include, but shall not be limited to:

- 1) Full participation in any required governmental occupational injury and/or disease insurance program, to the extent participation in such a program is mandatory in any jurisdiction;
- 2) Purchase worker's compensation and occupational disease insurance benefits to employees in full compliance with all applicable laws, statutes, and regulations, but only to the extent such coverage is not provided under mandatory governmental program in "a" above, and/or;
- 3) Maintenance of a legally permitted and governmentally approved program of self-insurance for worker's compensation and occupational disease.

Except to the extent prohibited by law, the program of the Contractor's compliance with worker's compensation and occupational disease laws, statutes, and regulations in 1), 2), and 3) above shall provide for a full waiver of rights of subrogation against the WSLCB, its directors, officers, and employees.

If the Contractor, or any subcontractor retained by the Contractor, fails to effect and maintain a program of compliance with applicable worker's compensation and occupational disease laws, statutes, and regulations and the WSLCB incurs fines or

is required by law to provide benefits to such employees, to obtain coverage for such employees, the Contractor will indemnify the WSLCB for such fines, payment of benefits to Contractor or subcontractor employees or their heirs or legal representatives, and/or the cost of effecting coverage on behalf of such employees. Any amount owed the WSLCB by the Contractor pursuant to the indemnity may be deducted from any payments owed by the WSLCB to the Contractor for the performance of this Contract.

- b. **Proof of Insurance.** Certificates and or evidence satisfactory to the WSLCB confirming the existence, terms and conditions of all insurance required above shall be delivered to the WSLCB within five (5) days of the Contractor's receipt of Authorization to Proceed.
- c. **General Insurance Requirements.** Contractor shall, at all times during the term of the Contract and at its cost and expense, buy and maintain insurance of the types and amounts listed above. Failure to buy and maintain the required insurance may result in the termination of the Contract at the WSLCB's option. By requiring insurance herein, WSLCB 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 WSLCB in this Contract.

Contractor shall include all subcontractors as insureds under all required insurance policies or shall furnish proof of insurance and endorsements for each subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

26. Licensing and Accreditation Standards. The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary to the performance of this Contract.

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

28. Non-Discrimination.

- a. **Nondiscrimination Requirement.** During the term of this Contract, the Contractor, including any subcontractor, shall comply with all the federal and state nondiscrimination laws, regulations and policies, which are otherwise applicable to

the WSLCB. Accordingly, on the bases enumerated at RCW 49.60.530(3), no person shall, on the ground of sex, race, creed, religion, color, national origin, marital status, families with children, age, veteran or military status, sexual orientation, gender expression, gender identity, disability, or the use of a trained dog guide or service animal, be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any activity performed by the Contractor and its agents under this Contract. In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.

- b. **Obligation to Cooperate.** Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
- c. **Default.** Notwithstanding any provision to the contrary, the WSLCB may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until WSLCB receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), the WSLCB may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
- d. **Remedies for Breach.** Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract 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, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. The WSLCB shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe the WSLCB for default under this provision.

29. Overpayments. Contractor shall refund to WSLCB the full amount of any overpayment under this Contract within thirty (30) calendar days of written notice. If Contractor fails to make a prompt refund, WSLCB may charge Contractor one percent (1%) per month on the amount due until paid in full.

30. Payments. No payments in advance or in anticipation of services or supplies to be provided under this Contract shall be made by the WSLCB. All payments to the Contractor are conditioned upon (1) Contractor's submission of a properly executed and supported voucher for payment, including such supporting documentation of performance and supporting documentation of costs incurred or paid, or both as is otherwise provided for in the body of this Contract under Duties of the WSLCB, and (2) Acceptance and certification by the WSLCB or designee of satisfactory performance by the Contractor.

Except as otherwise provided in this Contract, (1) All approvable vouchers for payment due to the Contractor shall be paid within thirty (30) calendar days of their submission by the Contractor and acceptance and certification by the WSLCB or designee, and (2) All expenses necessary to the Contractor's performance of this Contract not specifically mentioned in the Contract shall be borne in full by the Contractor.

31. Public Disclosure. Contractor acknowledges that the WSLCB is subject to the Washington State Public Records Act, Chapter 42.56 RCW, and that this Contract shall be a public record as defined in RCW 42.56. Any specific information that is claimed by the Contractor to be confidential or proprietary must be clearly identified as such by the Contractor. To the extent consistent with chapter 42.56 RCW, the WSLCB shall maintain the confidentiality of all such information marked confidential or proprietary. If a request is made to view the Contractor's information, the WSLCB will notify the Contractor of the request and the date that such records will be released to the requester unless Contractor obtains a court order enjoining that disclosure. If the Contractor fails to obtain the court order enjoining disclosure, the WSLCB will release the requested information on the date specified.

32. Publicity. The Contractor agrees to submit to the WSLCB all advertising and publicity matters relating to this Contract which in the WSLCB's judgment, WSLCB's name can be implied or is specifically mentioned. The Contractor agrees not to publish or use such advertising and publicity matters without the prior written consent of the WSLCB.

33. Registration with Department of Revenue. The Contractor shall complete registration with the Department of Revenue and be responsible for payment of all taxes due on payments made under this Contract.

34. Records Maintenance. The Contractor shall maintain all books, records, documents, data and other evidence relating to this Contract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Contract, shall be subject at all reasonable times to inspection, review or audit by the WSLCB,

personnel duly authorized by the WSLCB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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

35. Right of Inspection. The Contractor shall provide right of access to its facilities to the WSLCB or any of its officers at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract on behalf of the WSLCB. All inspections and evaluations shall be performed in such a manner that will not unduly interfere with the Contractor's business or work hereunder.

36. Safeguarding. Contractor shall protect and safeguard all Personal Information against any unauthorized disclosure, use, or loss as set forth in Data Security Requirements, and further as set forth under all state and federal requirements.

37. Severability. The provisions of this Contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Contract.

38. Site Security. While on WSLCB premises, Contractor, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

39. Subcontracting. Neither the Contractor nor any subcontractor shall enter into subcontracts for any of the work contemplated under this Contract without obtaining prior written approval of the WSLCB. Contractor is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Contract are included in any and all Subcontracts. In no event shall the existence of the subcontract operate to release or reduce liability of the Contractor to the WSLCB 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.

If, at any time during the progress of the work, the WSLCB determines in its sole judgment that any subcontractor is incompetent, the WSLCB shall notify the Contractor, and the Contractor shall take immediate steps to terminate the subcontractor's involvement in the work. The rejection or approval by the WSLCB of any subcontractor or the termination of a subcontractor shall not relieve the Contractor of any of its responsibilities under the Contract, nor be the basis for additional charges to the WSLCB.

40. Subcontractor Payment Reporting. If a subcontractor is used to perform all or part of the services under this Contract under a separate contract with the Contractor, this Contract

is subject to compliance tracking using the State's business diversity management system, [Access Equity](#) (B2Gnow). The Contractor and all Subcontractors shall report and confirm receipt of payments made to the Contractor and each Subcontractor through the Access Equity system. User guides and documentation related to Contractor and Subcontractor access to and use of Access Equity are provided by the Office of Minority and Women's Business Enterprises in the [Access Equity Help Center](#). The WSLCB reserves the right to withhold payments from the Contractor for non-compliance with this section. For purposes of this section, Subcontractor means any subcontractor working on the Contract, at any tier and regardless of status as certified woman and/or minority business (WMBE) or Non-WMBE.

The Contractor shall:

- a. Register and enter all required Subcontractor information into Access Equity no later than fifteen (15) days after the WSLCB creates the Contract Record.
- b. Complete the required user training (two (2) one- (1-) hour online sessions) no later than twenty (20) days after the WSLCB creates the Contract Record.
- c. Report the amount and date of all payments (i) received from the WSLCB, and (ii) paid to Subcontractors, no later than thirty (30) days, issuance of each payment made by the WSLCB to the Contractor, unless otherwise specified in writing by the WSLCB, except that the Contractor shall mark as "Final" and report the final Subcontractor payments) into Access Equity no later than thirty (30) days after the final payment is due the Subcontractor(s) under the Contract, with all payment information entered no later than sixty (60) days after end of fiscal year.
- d. Monitor contract payments and respond promptly to any requests or instructions from the WSLCB or system-generated messages to check or provide information in Access Equity.
- e. Coordinate with Subcontractors, or WSLCB, when necessary, to resolve promptly any discrepancies between reported and received payments.
- f. Require each Subcontractor to: (i) register in Access Equity and complete the required user training; (ii) verify the amount and date of receipt of each payment from the Contractor or a higher tier Subcontractor, if applicable, through Access Equity; (iii) report payments made to any lower tier Subcontractors, if any, in the same manner as specified herein; (iv) respond promptly to any requests or instructions from the Contractor or system-generated messages to check or provide information in Access Equity; and (v) coordinate with Contractor, or WSLCB when necessary, to resolve promptly any discrepancies between reported and received payments.

41. Taxes. All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

42. Technology Security Requirements. The security requirements in this document reflect the applicable [requirements of Standard 141.10 of the Office of the Chief Information Officer](#) (OCIO) for the state of Washington, which by this reference are incorporated into this agreement.

The Contractor acknowledges it is required to comply with WaTech OCIO IT Security Policy 141 and OCIO IT Security Standard 141.10, Securing Information Technology Assets. OCIO IT Security Standard 141.10, Securing Information Technology Assets, applies to all WSLCB assets stored as part of a service, application, data, system, portal, module, components or plug-in product(s) that are secured as defined by the WaTech OCIO's IT Security Policy 141 and OCIO IT Security Standard 141.10, Securing Information Technology Assets.

As part of OCIO IT Security Standard 141.10, a design review checklist and/or other action may be required. These activities will be managed and coordinated between WSLCB and the Contractor. Any related costs to performing these activities shall be at the expense of the Contractor. Any such activities and resulting checklist and/or other products must be shared with the WSLCB's Information Technology Services.

43. Termination for Convenience. Except as otherwise provided in this Contract, the WSLCB or WSLCB's Designee may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Contract in whole or in part. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered to and received by the Contractor as of midnight the second day of mailing in the absence of proof of actual delivery to and receipt by the Contractor. If this Contract is so terminated, the WSLCB shall be liable only for payment required under the terms of the Contract for services rendered or goods delivered prior to the effective date of termination.

44. Termination for Default. In the event the WSLCB determines the Contractor has failed to comply with the conditions of this Contract in a timely manner, the WSLCB has the right to suspend or terminate this Contract. The WSLCB shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within thirty (30) days, the Contract may be terminated. The WSLCB reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by the WSLCB to terminate the Contract. In the event of termination, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Contract and the replacement or cover Contract and all administrative costs directly related to the replacement Contract, e.g., cost of the competitive bidding, mailing, advertising and staff

time. The termination shall be deemed to be a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence. The rights and remedies of the WSLCB provided in this Contract are not exclusive and are in addition to any other rights and remedies provided by law.

45. Termination Due to Funding Limitations or Contract Renegotiation, Suspension. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion of this Contract, with the notice specified below and without liability for damages:

- a. At WSLCB's discretion, the WSLCB may give written notice of intent to renegotiate the Contract under the revised funding conditions.
- b. At WSLCB's discretion, the WSLCB may give written notice to Contractor to suspend performance when WSLCB determines there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Contractor's performance to be resumed.
 - (1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
 - (2) When WSLCB determines that the funding insufficiency is resolved, it will give the Contractor written notice to resume performance, and Contractor shall resume performance.
 - (3) Upon the receipt of notice under b. (2), if Contractor is unable to resume performance of this Contract or if the Contractor's proposed resumption date is not acceptable to WSLCB and an acceptable date cannot be negotiated, WSLCB may terminate the Contract by giving written notice to the Contractor. The parties agree that the Contract will be terminated retroactive to the date of the notice of suspension. WSLCB shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the retroactive date of termination.
- c. WSLCB may immediately terminate this Contract by providing written notice to the Contractor. The termination shall be effective on the date specified in the termination notice. WSLCB shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. No penalty shall accrue to WSLCB in the event the termination option in this section is exercised.

d. For purposes of this section, "written notice" may include email.

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

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

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

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

- a. Stop work under this Contract on the date and to the extent specified, in the notice;
- b. Place no further orders or subcontractors for materials, services or facilities except as may be necessary for completion of such portion of the work under the Contract that is not terminated;
- c. Assign to the WSLCB, in the manner, at the times, and to the extent directed by the WSLCB, all rights, title, and interest of the Contractor under the orders and subcontracts in which case the WSLCB has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the WSLCB to the extent the WSLCB may require, which approval or ratification shall be final for all the purposes of this clause;

- e. Transfer title to the WSLCB and deliver, in the manner, at the times and to the extent as directed by the WSLCB, any property which, if the Contract had been completed, would have been required to be furnished to the WSLCB;
- f. Complete performance of such part of the work not terminated by the WSLCB; and
- g. Take such action as may be necessary, or as the WSLCB may direct, for the protection and preservation of the property related to this Contract which, in is in the possession of the Contractor and in which the WSLCB has or may acquire an interest.

47. Treatment of Assets. Except as otherwise provided for in the Contract, the ownership and title to all real property and all personal property purchased by the Contractor in the course of performing this Contract with moneys paid by the WSLCB shall vest in the WSLCB, except for supplies consumed in performing this Contract. The Contractor shall (1) maintain a current inventory of all the real and personal property; (2) label all the property "State of Washington, WSLCB of Public Instruction"; and, (3) surrender property and title to the WSLCB without charge prior to settlement upon completion, termination or cancellation of this Contract.

Any property of the WSLCB furnished to the Contractor shall, unless otherwise provided herein, or approved by the WSLCB, be used only for the performance of the Contract.

The Contractor shall be responsible for any loss or damage to property of the WSLCB which results from the negligence of the Contractor which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.

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

All reference to the Contractor under this clause shall include Contractor's employees, agents and subcontractors.

48. Waiver. A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this agreement. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and signed by personnel authorized to bind each of the parties.

Exhibit D CONTRACT INTAKE FORM

All potential consultants/entities seeking a Contract, Agreement, Memorandum of Understanding, etc., with the Washington State Liquor and Cannabis Board (WSLCB), must complete and return this form before a Contract or Agreement will be offered.

1. CONTRACTOR'S NAME (AS LEGALLY REGISTERED WITH THE IRS): ⁴		CONTRACTOR'S DBA (DOING BUSINESS AS) NAME:	
2. CONTRACTOR'S CONTACT INFORMATION:			
ADDRESS (NUMBER, STREET, AND APT/SUITE)	CITY	STATE	ZIP CODE
CONTRACT MANAGER NAME ¹	CONTRACT MANAGER'S EMAIL ADDRESS		
CONTRACT MANAGER'S PHONE NUMBER			
CONTRACTOR'S SIGNATORY (IF DIFFERENT THAN CONTRACT MANAGER): ²			
NAME	EMAIL ADDRESS		
3. BUSINESS INFORMATION:			
TAXPAYER IDENTIFICATION (TIN) NUMBER			
For individuals, this is your Social Security Number (SSN). For other entities (corporations, etc.), this is your Employer Identification Number (EIN). SSN: _____ OR EIN: _____			
STATEWIDE VENDOR (SWV) NUMBER			
Contractors are required to register as a Statewide Vendor in order to receive payment from the State. Visit the Office of Financial Management for information or to register. To find your existing SWV#, visit OFM's Statewide Vendor Number lookup . SWV: _____			
How is your business organized?			
Click to select _____ If a Corporation, non-profit, attach a copy of 501(c) status.			
Do you have a current Washington State business license? ⁴			
<input type="checkbox"/> Yes – Attach a copy or provide UBI#: _____			
<input type="checkbox"/> No – Visit the Department of Revenue to review licensing requirements.			

Is your business a small, [women-, minority-, or veteran-owned](#) business as defined in [Chapter 39.26.010 RCW](#)?

Yes No If yes, complete and submit the Business Enterprise Certification Form with this form. If not, visit the sites linked above for information about registration.

Have you had any contract to provide services terminated for default? Yes No

If yes, attach a list of each terminated contract with an explanation of the situation.

4. WASHINGTON STATE EMPLOYMENT (ESDs, School Districts, and State Agencies check N/A):

Are you, or any of your business partners, directors, officers, managers, employees, or board members current or former (within the last 24 months) officers or employees of the State of Washington?

Yes No N/A If yes: Current or Former

If you checked Yes, you may be required to seek guidance from the [Executive Ethics Board](#) before a contract is offered; you may be contacted for clarification about your current/former role.

Are you, or any of your employees or subcontractors, a retiree who used the 2008 Early Retirement Factors (ERFs) to retire early and is under age 65? This type of retiree, if under age 65, cannot work *in any capacity* for a DRS-covered employer and continue to receive a DRS benefit.

Yes No

If you checked Yes, and are under age 65, you cannot work *in any capacity* for a DRS-covered employer and continue to receive a DRS benefit; you may be contacted for clarification about your answer and asked to complete additional documentation.

5. I certify, under penalty of perjury as provided by the laws of the State of Washington, that all of the foregoing statements are true and correct, and that I will notify the Agency of any changes.

CONTRACTOR SIGNATURE

DATE

PRINTED NAME

TITLE

¹ Contract Manager is the Contractor's person responsible for all communications and billings regarding the performance of the proposed Contract/Agreement. Depending on your organization's structure, this may or may not be the same person who will sign the Contract/Agreement. This is NOT the WSLCB Contract Manager or contact person.

² If the person signing the Contract/Agreement on behalf of the Contractor is different than the Contract Manager, both individuals will receive notices via DocuSign.

³ You may list additional individuals to sign the Contract/Agreement and/or receive a courtesy copy via DocuSign. If including additional signatories, list them in order they should be received.

⁴ For assistance finding your organization's legal name or UBI number, or if you would like more information about business license requirements, visit the [Department of Revenue](#).

Exhibit E

CERTIFICATION AND ASSURANCES

Bidder must sign and include the full text of this Attachment with their proposal.

Bidder makes 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. Bidder declares 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, Bidder 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 ninety (90) business days following receipt, and it may be accepted by WSLCB without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the ninety (90) business-day period.
4. In preparing this proposal, Bidder has 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. Bidder understands that WSLCB will not reimburse Bidder for any costs incurred in the preparation of this proposal. All proposals become the property of WSLCB, and Bidder claims 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 Bidder and will not knowingly be disclosed by Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor.
7. Bidder agrees 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, Bidder has described those exceptions in detail on a page attached to this document.

8. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
9. Bidder grants WSLCB the right to contact references and others, who may have pertinent information regarding the Bidder's prior experience and ability to perform the services contemplated in this procurement.
10. Bidder acknowledges that if awarded a contract with WSLCB, Bidder is required to comply with all applicable state and federal civil rights and other laws. Failure to comply may result in Contract termination. Bidder agrees to submit additional information about its nondiscrimination policies, at any time, if requested by WSLCB.
11. Bidder certifies that Bidder 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 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).
12. Bidder has not been debarred or otherwise restricted from participating in any public contracts.
13. Bidder certifies that Bidder has not willfully violated Washington State's wage payment laws within the last three years.
14. Bidder acknowledges its obligation to notify WSLCB of any changes in the certifications and assurances above.

I certify under penalty of perjury of the laws of the State of Washington that the foregoing is true and correct.

Signature of Bidder	Date	Place Signed (City, State)
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Print Name	Title	Organization Name
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Exhibit F BUSINESS ENTERPRISE CERTIFICATION FORM

Washington State agencies are encouraged to contract with Washington small businesses, microbusinesses, and minibusinesses, and minority-, women-, and veteran-owned businesses.

Please check the box or boxes that apply to your business and return this form, and a copy of applicable certification(s), with your Contract Intake Form.

Microbusiness – Defined by [RCW 39.26.010](#) as any business entity, including a sole proprietorship, corporation, partnership, or other legal entity, that: (a) Is owned and operated independently from all other businesses; **and** (b) has a gross revenue of less than one million dollars annually as reported on its federal tax return or on its return filed with the Department of Revenue.

Minibusiness – Defined by [RCW 39.26.010](#) as any business entity, including a sole proprietorship, corporation, partnership, or other legal entity, that: (a) Is owned and operated independently from all other businesses; **and** (b) has a gross revenue of less than three million dollars, but one million dollars or more annually as reported on its federal tax return or on its return filed with the Department of Revenue.

Small business – Defined by [RCW 39.26.010](#) as an in-state business, including a sole proprietorship, corporation, partnership, or other legal entity that certifies, under penalty of perjury, that it is owned and operated independently from all other businesses and has either: (i) Fifty or fewer employees; **or** (ii) A gross revenue of less than seven million dollars annually as reported on its federal income tax return or its return filed with the department of revenue over the previous three consecutive years.

Women- and/or minority-owned business – Per RCW [39.19](#), is certified with [Washington State’s Office of Minority and Women’s Enterprises](#). The contracting agency will confirm your certification. **Certification Number:** _____

Veteran-owned businesses – Per [RCW 43.60A](#), is certified by the [Department of Veterans Affairs](#). The contracting agency will confirm your certification.

Not Applicable

I hereby certify, under penalty of perjury, that my business meets the above definition(s).

*Signature of person authorized to sign
on behalf of business*

Name of business

Written Name

Date

Exhibit G
QUALIFICATION AFFIRMATIONS

CONSULTANT INFORMATION	
Bidder:	

MINIMUM QUALIFICATIONS
<p><i>Please check all boxes that apply.</i></p> <p><input type="checkbox"/> Licensed to do business in the State of Washington. If not licensed, provide a written intent to become licensed in Washington within thirty (30) calendar days of being selected as the Apparently Successful Contractor.</p> <p><input type="checkbox"/> Bidders must be a United States (U.S.) Entity. If awarded Bidders use staff or subcontractors that are foreign entities or reside abroad, they still must comply with all U.S. and Washington State employment regulations and any specific requirements.</p>

Consultants who do not meet the minimum qualifications noted above will be rejected as non-responsive and will not receive further consideration. Any proposal that is rejected as non-responsive will not be evaluated or scored.

ADDITIONAL DESIRED QUALIFICATIONS
<p><i>Please check all boxes that apply.</i></p> <p><input type="checkbox"/> Knowledge and experience in administering and evaluating grant, licensing, or other similar applications; or experience in administering complex surveys with reporting requirements; or other similar activities that require intake, compilation, verification, and evaluation of a variety of information with verifiable outcomes.</p> <p><input type="checkbox"/> Adequate resources to perform the work described in more detail in Exhibit A – Preliminary Scope of Work including the ability to verify applicant documentation.</p> <p><input type="checkbox"/> Project management experience with specific focus on work planning, status reporting, issue management, deliverable review, and approval procedures.</p> <p><input type="checkbox"/> Ability to configure Information Technology (IT) system as necessary for intake, processing, storage of files and documents that can interface with WSLCB System as described in the Exhibit A – Preliminary Scope of Work.</p> <p><input type="checkbox"/> Experience in implementing successful communications strategies.</p> <p><input type="checkbox"/> Understanding of Cannabis Social Equity Washington State Laws and Rules.</p> <p><input type="checkbox"/> Direct and/or related or engaged experience in services to diverse populations, provide a description of these services.</p> <p><input type="checkbox"/> Ability to demonstrate an application intake and evaluation process that is empirical, fair, and impartial.</p>

I certify under penalty of perjury of the laws of the State of Washington that the foregoing is true and correct.

Signature of Bidder	Date	Place Signed (City, State)
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Print Name	Title	Organization Name
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Exhibit G PROPOSAL CHECKLIST

This checklist identifies the components that must be submitted to constitute a responsive proposal. The submittals must be delivered as set forth below. Proposals that do not include the components identified below may be rejected as nonresponsive. In addition, a bidder's failure to complete any submittal as instructed may result in the proposal being rejected. Bidders may not provide unsolicited materials. For any supplemental materials expressly required by this procurement in writing, bidders must identify such supplemental materials with the bidder's name.

This checklist does not need to be submitted with your proposal.

Included in Proposal	Component
<input type="checkbox"/>	Letter of Submittal
<input type="checkbox"/>	Technical Proposal
<input type="checkbox"/>	Management Proposal
<input type="checkbox"/>	References
<input type="checkbox"/>	Cost Proposal
<input type="checkbox"/>	Certifications and Assurances Sign and attach to the Letter of Submittal along with any exceptions or required explanations.
<input type="checkbox"/>	Qualification Affirmations Bidder must confirm that the bidder meets all minimum qualifications set forth in the Minimum Qualifications section.
<input type="checkbox"/>	Contract Intake Form Sign and attach to the Letter of Submittal.
<input type="checkbox"/>	Washington State Business License, if applicable (see Contract Intake Form) Provide a copy of the business license, or the UBI number on the Contract Intake Form. A bidder without a Washington State Business License may submit a proposal. Contingent upon award, the bidder may be required to obtain a license. For more information about this, visit the Department of Revenue website.

<input type="checkbox"/>	<p>Business Enterprise Certification Form, if applicable (see Contract Intake Form)</p> <p>For more information about certification, visit the Office of Minority and Women's Business Enterprises website or Department of Veterans Affairs website.</p>
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