



NORTHWEST MUSEUM OF ARTS & CULTURE

REQUEST FOR PROPOSALS STRATEGIC PLANNING CONSULTANT

TERM: July 2021 – November 2021 with implementation support through May 2024

COMPENSATION: \$50,000 - \$60,000 (inclusive of travel & materials)

ELIGIBILITY: Open to individual consultants and consultant teams

APPLICATION: Email requested materials to Melissa Allard, melissa.allard@northwestmuseum.org

DEADLINE: Wednesday, April 22, 2021



TABLE OF CONTENTS

Institutional Overview

Opportunity & Context

Scope of Consultation

Key Deliverables

Timeline of Consultation

Key Components of Proposal

Exhibit A: Deadlines, Questions, RFP Coordinator, and Modification

Exhibit B: Submission of RFP Solicitation

Exhibit C Proposal Evaluation

Exhibit D: Complaint, Debrief, & Protest Requirements

Exhibit E: Doing Business with the State of Washington

Exhibit F: Contract Negotiations

Exhibit G: Bidder Certificate

Exhibit H: Draft Contract

INSTITUTIONAL OVERVIEW

Established in 1916, the Eastern Washington State Historical Society, which operates as the Northwest Museum of Arts and Culture (the “MAC”), is the oldest and largest cultural organization in the region, bringing the history, art, and culture of the Inland Northwest to 100,000 visitors each year, including nearly 10,000 school children. The museum’s service area (200-mile radius from Spokane) consists primarily of small towns separated by large expanses of rural landscape. Residents of these areas look to Spokane as their medical, retail, entertainment, and cultural hub. The MAC is accredited by the Alliance of American Museums and is affiliated with the Smithsonian Institution.

The MAC preserves and cultivates the heritage of the Inland Northwest people through collections, exhibitions, and programs that bring their stories to life. More than 400,000 objects are maintained and preserved including fine art, artifacts, documents, photographs, and material culture from the Americas, Europe, and Asia. Our collection of Plateau Indian art and artifacts is the largest in the world. The Joel E. Ferris Research Archives offers researchers from around the world an opportunity to explore our vast collection of information important to Spokane and Inland Northwest history. Education is at the core of all the MAC’s exhibitions and programs, and we offer lifelong learning for all ages. Last year the MAC worked with 16 school districts and 73 schools; 34% of these schools are Title I.

OUR MISSION: To engage our audiences in the appreciation of art, history, and culture of the Inland Northwest and beyond through collection stewardship, exhibitions, and programs that enrich and inspire.

OUR VISION: To be a nationally acclaimed regional cultural center through curatorial excellence, innovative programming, and by offering an extraordinary visitor experience. We aspire to be essential to the social and cultural life of our local community, and a must-see destination for visitors.

OUR VALUES: The museum’s leadership, staff, and volunteers are committed to operating transparently and with integrity in all matters, honoring our commitments, listening with empathy, and being approachable, inclusive, and respectful of others.

TRANSPARENCY AND INCLUSION: The museum is a state agency committed to building a transparent and inclusive environment that welcomes and values everyone. We cultivate a culture of collaboration, transparency, diversity, and accessibility. Programs that engage all segments of our community are essential to preserve our heritage, ensure credibility, and inspire and engage future generations of learners.



OPPORTUNITY & CONTEXT

The Northwest Museum of Arts and Culture seeks proposals from qualified consultants and consulting teams to develop and facilitate a strategic planning process. The project will result in the creation and adoption of a strategic plan to guide the museum's direction and fulfillment of its mission over the next three years.

The COVID-19 pandemic has had a devastating impact on arts and culture organizations around the country. The MAC's doors have been closed to the public since March 18, 2020 (recently reopened at 50% capacity). Some staff were furloughed or laid off, and remaining employees have faced increased demands to develop new resources (for programming, fundraising, and communications with audiences/stakeholders) while dealing with the threat of reduced hours and while working remotely. The travel restrictions

brought on by the pandemic upended the MAC's programming plans for 2020 and 2021 — preventing touring exhibits from leaving one site and moving to the next on schedule — and have created a troubling future for an institution that has historically brought major traveling exhibitions to Spokane. The arrival of vaccines has signaled that we are entering a new chapter in the pandemic's story, not a return to the old "normal" but instead the chance to reimagine and reposition the museum for a post-COVID future. We are looking for a consultant or consultant team that can help the museum's board, staff, and stakeholders take the lessons learned through this challenging period and use them to construct a new vision and develop new policies, practices, and systems to support that vision.



SCOPE OF CONSULTATION

The selected consultant or consultant team will work with the museum’s Executive Director and a Strategic Planning Task Force comprising board and staff to carry out the following activities:

- Develop and establish details of the strategic planning process, including goals, objectives, structure, logistics, schedule, stakeholder involvement/input, and expectations around deliverables.
- Engage stakeholders including, but not limited to, board, staff, state agency officials, elected officials, Native American tribal representatives, museum members/donors, institutional funders, school and nonprofit partner representatives, and additional community members. Stakeholder engagement may include surveys, interviews, and focus groups.
- Facilitate retreats/meetings/workshops for museum staff, board, and support committees throughout the planning process to gather input on the museum’s mission, vision, values, programming, systems, strategies, and goals.
- Assess progress on and outcomes of the museum’s previous 2018-2021 strategic plan in preparation for creating a new plan.
- Review current organizational structure and staff job descriptions to assess the museum’s ability to meet strategic objectives established in the new Strategic Plan.
- Assess the museum’s current relationships with regional Native American tribes and develop strategies for deeper engagement.
- Review and assess museum’s board development and Diversity, Equity & Inclusion initiatives.
- Review current programming and assess how well it is (a) maximizing the museum’s collections and human talents/resources; and (b) addressing the needs and interests of museum stakeholders and the broader community/region. Of special interest is the need to increase the museum’s capacity to develop compelling exhibitions in-house, reducing our reliance on touring exhibits.
- Review the museum’s current financial resource picture to support creation of strategies to help the museum reduce our dependence on state funding and expand our private philanthropic resources. This could include historical analysis of the museum’s existing philanthropic revenue sources, relationships, gaps, thematic links, and potential opportunities as well as our existing internal fundraising systems and strategies.
- Develop marketing strategy that includes outreach plans to bring the museum more in line with industry standards.
- Help the museum “think bigger” – to connect our world class collection to other U.S. museums for partnerships, including exhibition and collection exchanges.
- Develop a work plan for implementation of the Strategic Plan that would include check-ins every six months for the three-year duration of the plan.



KEY DELIVERABLES

- Formal work plan for the strategic planning process to include major milestones, responsible personnel, tasks, outputs, and deadlines
- Summarized notes from facilitated retreats/ meetings/workshops/focus groups, to feed into the overall strategic planning process
- Summarized assessments of the museum's existing programming and financial resource areas, with recommendations that may inform the Strategic Plan
- Working draft of the written Strategic Plan following the final planning retreat
- Final draft of the Strategic Plan
- Original electronic files that are produced for the project
- Work plan & timeline for Implementation based on goals and objective

TIMELINE OF CONSULTATION

- This consultation will take no longer than five months to conduct and complete from award of contract on July 1, 2021.
- Key deliverables must be finalized and provided to the MAC by November 30, 2021.
- Implementation progress check-ins every six months for three-year duration of plan (December 2021-May 2024 approximate)



COMPONENTS OF PROPOSAL

- Cover letter – provide a statement of interest articulating your approach to the project, including a description of your process and methodology
- Detailed CV reflecting experience/skills
- Three examples of successful projects of similar scope (museum/arts organizations preferred)
- High level outline of resources required
- A list of client references (minimum 3)
- A quote and budget outline for Strategic Plan (inclusive of all taxes and expenses)
- Budget outline (inclusive of all taxes and expenses) for Implementation phase
- Bidders Certification (Exhibit G)

All items listed above must be addressed in a proponent's proposal. Failure to address any portion of these sections will render the proposal non-compliant and the proposal will receive no further consideration. Please note ownership of collected information because of this consultation rests with the Northwest Museum of Arts and Culture and is subject to Washington State public records laws.

Conflict of Interest: Candidates shall declare any real or perceived conflict of interest which exists or could arise. The nature of the conflict will be evaluated and may not inevitably result in exclusion.



EXHIBITS

Exhibit A: Deadlines, Questions, RFP Coordinator, and Modification

Exhibit B: Submission of RFP Solicitation

Exhibit C Proposal Evaluation

Exhibit D: Complaint, Debrief, & Protest Requirements

Exhibit E: Doing Business with the State of Washington

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EXHIBIT A. DEADLINES, QUESTIONS, RFP COORDINATOR, AND MODIFICATION

This section identifies important deadlines for this RFP Solicitation, where to direct questions regarding the RFP Solicitation, and the process for potential amendments or modifications to the RFP Solicitation.

RFP SOLICITATION DEADLINES. The following table identifies important dates for this RFP Solicitation:

ITEM	DATE
RFP Posting Date:	April 2, 2021
Question & Answer Period:	April 2, 2021 – April 13, 2021
Deadline for submitting Proposal:	April 22, 2021
Interviews with respondent finalists	TBD
Anticipated Announcement of Apparent Successful Bidder:	June 15, 20 (approximate)
Anticipated Award of Contract:	July 1, 2021

RFP Questions. Questions or concerns regarding this RFP must be directed to the RFP Coordinator:

RFO Coordinator	
Name:	Melissa Allard
Telephone:	509-363-5354
Email:	melissa.allard@northwestmuseum.org

Questions raised during the Q&A period will be answered and responses posted to Washington's Electronic Business Solution (WEBS).

FP Solicitation – Amendment & Modification. The MAC reserves the right to amend and modify this RFP Solicitation. Only bidders who have properly registered and downloaded the original RFP Solicitation directly via the Washington Electronic Business Solution WEBS will receive notifications of amendments and other correspondence pertinent to this RFP Solicitation. Bidders must be registered in WEBS to be awarded a Contract. Visit WEBS to register.

EXHIBIT B. Submission of RFP Solicitation

FP Solicitation – Amendment & Modification. The MAC reserves the right to amend and modify this RFP Solicitation. Only bidders who have properly registered and downloaded the original RFP Solicitation directly via the Washington Electronic Business Solution WEBS will receive notifications of amendments and other correspondence pertinent to this RFP Solicitation. Bidders must be registered in WEBS to be awarded a Contract. Visit WEBS to register.

Bidder Communications Regarding this RFP Solicitation. During the RFP Solicitation process, all bidder communications must be directed to the RFP Coordinator. Respondents should rely only on this RFP Solicitation and written amendments issued by the RFP Coordinator. In no event will oral communications regarding the RFP Solicitation be binding.

- Respondents are encouraged to make any inquiry regarding the RFP Solicitation as early in the process as possible to allow the MAC to consider and, if warranted, respond to the inquiry. If a respondent does not notify the MAC of an issue, exception, addition, or omission, the MAC may consider the matter waived by the bidder for protest purposes.
- If respondent inquiries result in changes to the RFP Solicitation, written amendments will be issued and posted on WEBS.
- Unauthorized respondent contact regarding this RFP Solicitation with other state employees involved with the RFP Solicitation may result in bidder disqualification.

Budget. Budget must include all cost components needed for the services as described in this RFP Solicitation. A bidder's failure to identify all costs in a manner consistent with the instructions in this RFP Solicitation is sufficient grounds for disqualification.

Bid Submittal Checklist – Required Bid Submittals. This section identifies the bid submittals that must be provided to The MAC to constitute a responsive bid. Bids that do not include the submittals identified below may be rejected as non-responsive. In addition, a bidder's failure to complete any submittal as instructed may result in the bid being rejected. Bidders may not provide unsolicited materials. For any supplemental materials expressly required by The MAC in writing, bidders must identify such supplemental materials with the bidder's name.

Exhibit G – Bidder's Certification

This document is the Bidder's Certification.

Complete the certification, attach it to the bid along with any exceptions or required explanations, and submit it to The MAC.

Note: the Certification must be complete. Where there are choices, bidder must check a box. The certification must be signed and submitted by a duly authorized representative for the bidder.

Proposal: as described in key components of proposal section

- Cover letter
- Detailed cv
- Three examples of successful projects of similar scope (museums/arts organizations preferred)
- Client references (minimum three)
- Budget: Strategic plan + implementation phase

Bid Format. Bids must be complete, legible, signed, and follow all instructions stated in the RFP Solicitation (including the exhibits). Unless otherwise specified in writing by The MAC, documents included with an electronic bid must be prepared in MS Word, MS Excel, or Adobe PDF. Where required to do so, bidders may sign using either a physical or electronic signature.

Submitting proposals. Your electronic proposal must be emailed to Melissa.allard@northwestmuseum.org.

EXHIBIT C. Proposal Evaluation

This section identifies how the MAC will evaluate bids for this RFP Solicitation.

Overview. The MAC will evaluate bids for this RFP Solicitation as described below.

- Bidder responsiveness, performance requirements, price factors, and responsibility, will be evaluated based on the process described herein.
- Any bidder whose bid is determined to be non-responsive will be rejected and will be notified of the reasons for this rejection.
- The MAC reserves the right to: (1) Request clarification regarding any bid; (2) Waive any informality; (3) Reject any or all bids, or portions thereof; (4) Accept any portion of the bid unless the bidder stipulates all or nothing in their bid; (5) Cancel the RFP Solicitation and, if desired, re-solicit bids; and/or (6) Negotiate with the lowest responsive and responsible bidder(s) to determine if such bid can be improved.
- The MAC will use the following process and evaluation criteria for an award of the Contract:

Step	Item	Points
1	Bid Responsiveness	Pass/Fail
Bid Evaluation		
3A	Proposal Requirements/deliverables, etc	600
	Cost Factors: Budget	400
Total: 1000		
State Procurement Priorities		
3B	Washington Small Business	50
	Certified Veteran-Owned Business	50
	Executive Order 18-03	50
Total: 1150		
4	Responsible Bidder	
	Bidder Responsibility Analysis	Pass/Fail

Bid Responsiveness (Step 1). The MAC will review each bid to determine whether the bid is complete – i.e., does the bid include each of the required bid submittals, are the submittals complete, signed, legible. The MAC reserves the right – in its sole discretion – to determine whether a bid is responsive – i.e., to determine a bidder’s compliance with the requirements specified in this RFP Solicitation. Responsive bids will be evaluated as set forth herein.

EXHIBIT C. (Continued)

Proposal Requirements Evaluation (Step 2). The MAC will evaluate each bid to ensure that each bidder's service(s) meet the specifications and/or performance requirements set forth in the RFP. The MAC reserves the right to request additional information or perform tests and measurements before selecting the Apparent Successful Bidder. A bidder's failure to provide requested information to the MAC within ten (10) business days may result in disqualification.

Cost factors/budget Evaluation (Step 3A). The MAC will evaluate bids – to identify the lowest evaluation total – by reviewing and comparing the submitted bid prices provided.

Bidder Responsibility Analysis (Step 4). For responsive bids, the MAC must determine whether the bidder is a 'responsible bidder.' Accordingly, the MAC will make reasonable inquiry to determine bidder responsibility on a pass/fail basis. In determining bidder responsibility, The MAC will consider the following statutory elements:

- The bidder's ability, capacity, and skill to perform the contract or provide the service required;
- The bidder's character, integrity, reputation, judgment, experience, and efficiency;
- Whether the bidder can perform the contract within the time specified;
- The bidder's performance quality pertaining to previous contracts or services;
- The bidder's compliance with laws relating to the contract or services;
- Whether, within the three-year period immediately preceding the date of the RFP Solicitation, the 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.

See RCW 39.26.160(2)(a)-(g). In addition, The MAC may consider the following:

Financial Information: The MAC may request financial statements, credit ratings, references, record of past performance, clarification of bidder's offer 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.

References: The MAC 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 can be reason for rejecting a bidder as non-responsible.

EXHIBIT D. Complaint, Debrief, & Protest Requirements

This section details the applicable requirements for complaints, debriefs, and protests.

Complaints. This RFP Solicitation offers a complaint period for respondents wishing to voice objections to this solicitation. The complaint period ends five (5) business days before the bid due date. The complaint period is an opportunity to voice objections, raise concerns, or suggest changes that were not addressed during the Question & Answer Period. Failure by the respondent to raise a complaint at this stage may waive its right for later consideration. The MAC will consider all complaints but is not required to modify or cancel the RFP Solicitation. If respondent complaints result in changes to the RFP Solicitation, written amendments will be issued and posted on WEBS.

- a. A. Criteria for Complaint. A formal complaint may be based only on one or more of the following grounds: (a) The solicitation unnecessarily restricts competition; (b) The solicitation evaluation or scoring process is unfair or flawed; or (c) The solicitation requirements are inadequate or insufficient to prepare a response.
- b. Initiating A Complaint. A complaint must: (a) Be submitted to and received by the RFP Coordinator no less than five (5) business days prior to the deadline for bid submittal; and (b) Be in writing (see Form and Substance, and Other below). A complaint should clearly articulate the basis of the complaint and include a proposed remedy.
- c. Response. When a complaint is received, the RFP Coordinator (or designee) will consider all the facts available and respond in writing prior to the deadline for bid submittals, unless more time is needed. The MAC is required to promptly post the response to a complaint on WEBS.
- d. Response is Final. The RFP Coordinator's response to the complaint is final and not subject to administrative appeal. Issues raised in a complaint may not be raised again during the protest period. Furthermore, any issue, exception, addition, or omission not brought to the attention of the RFP Coordinator prior to bid submittal may be deemed waived for protest purposes.

Debrief Conferences. A Debrief Conference is an opportunity for a bidder and The MAC, through its Procurement Coordinator, to meet and discuss the bidder's bid (and, as further explained below, is a necessary prerequisite to filing a protest). Following the evaluation of the bids, The MAC will issue an announcement of the ASB. That announcement may be made by any means, but The MAC likely will use email to the bidder's email address provided in the Bidder's Profile. Bidders will have three (3) business days to request a Debrief Conference. Once a Debrief Conference is requested, The MAC will offer the requesting bidder one meeting opportunity and notify the bidder of the Debrief Conference place, date, and time. Please note, because the debrief process must occur before making an award, The MAC likely will schedule the Debrief Conference shortly after the announcement of the ASB and the bidder's request for a Debrief Conference. The MAC will not allow the debrief process to delay the award. Therefore, bidders should plan for contingencies and alternate representatives. Bidders who wish to protest must first participate in a debrief conference. Bidders who are unwilling or unable to attend the Debrief Conference will lose the opportunity to protest. A debrief is a required prerequisite for a bidder wishing to file a protest.

- e. Timing. A Debrief Conference may be requested by a bidder following announcement of the Apparent Successful Bidder (ASB).
- f. Purpose of Debrief Conference. Any bidder who has submitted a timely bid response may request a Debrief Conference (see Form and Substance, and Other below). A Debrief Conference provides an opportunity for the bidder to meet with The MAC to discuss bidder's bid and evaluation. It does not provide an opportunity to discuss other bids and evaluations.
- g. Requesting a Debrief Conference. The request for a Debrief Conference must be made in writing via email to the Procurement Coordinator and received within three (3) business days after the announcement of the Apparent Successful Bidder. Debrief conferences may be conducted either in person at the The MAC offices in Spokane, Washington, or virtually (e.g., by telephone or web-based virtual meeting such as Zoom, Skype, MS Teams), as determined by The MAC, and may be limited by The MAC to a specified period of time. The failure of a bidder to request a debrief within the specified time and attend a debrief conference constitutes a waiver of the right to submit a protest. Any issue, exception, addition, or omission not brought to the attention of the procurement coordinator before or during the debrief conference may be deemed waived for protest purposes.

EXHIBIT D. (Continued)

Protests. Following a Debrief Conference, a bidder may protest the award of a Contract.

- h. **Criteria for a Protest.** A protest may be based only on one or more of the following: (a) Bias, discrimination, or conflict of interest on the part of an evaluator; (b) Error in computing evaluation scores; or (c) Non-compliance with any procedures described in the RFP Solicitation.
- i. **Initiating a Protest.** Any respondent may protest an award to the ASB. A protest must: (a) Be submitted to and received by the Protest Officer specified below, within five (5) business days after the protesting bidder's Debriefing Conference (see Form and Substance, and Other below); (b) Be in writing; (c) Include a specific and complete statement of facts forming the basis of the protest; and (d) Include a description of the relief or corrective action requested.
- j. **Protest Response.** After reviewing the protest and available facts, The MAC' Protest Officer will issue a written response within ten (10) business days from receipt of the protest, unless additional time is needed.
- k. **Decision is Final.** The protest decision is final and not subject to administrative appeal. If the protesting bidder does not accept The MAC' protest response, the bidder may seek relief in Spokane County Superior Court.

Communication During Complaints, Debriefs, and Protests. With the exception of protests, all communications about this RFP Solicitation, including complaints and debriefs, must be addressed to the RFP Coordinator unless otherwise directed. Protests must be addressed to the Protest Officer.

- l. **Form, Substance, & Other.** All complaints, requests for debrief, and protests must:
 - Be in writing;
 - Be signed by the complaining or protesting bidder or an authorized agent, unless sent by email;
 - Be delivered within the time frame(s) outlined herein;
 - Identify the RFP solicitation number;
 - Conspicuously state "Complaint," "Debrief," or "Protest" in any subject line of any correspondence or email; and
 - Be sent to the address identified below.
- m. **Complaints & Protests.** All complaints and protests must (a) State all facts and arguments on which the complaining or protesting bidder is relying as the basis for its action; and (b) Include any relevant documentation or other supporting evidence.

How to Contact the MAC.

- **To Submit a Complaint.** Send an email message to the RFP Coordinator listed in this RFP Solicitation. The email message must include "Complaint" in the subject line of the email message. Alternatively, mail the complaint to the RFP Coordinator listed in this RFP Solicitation at the following address:

Attn: RFP Coordinator – Complaint
Northwest Museum of Arts & Culture
2316 West First Avenue
Spokane, WA 99201

- **To Request a Debrief Conference.** Send an email message to the RFP Coordinator listed in this RFP Solicitation. The email message must include "Debrief" in the subject line of the email message.
- **To Submit A Protest.** Send an email message to the RFP Coordinator at the following email address:

Melissa.allard@northwestmuseum.org

The email message must include "Protest" in the subject line of the email message.

Alternatively, mail the protest to the RFP Coordinator at the following address:

Attn: RFP Coordinator
Northwest Museum of Arts & Culture
2316 West First Avenue
Spokane, WA 99201

EXHIBIT E. (Doing Business with the State of Washington)

This section provides additional information regarding Washington's Public Records Act and doing business with the State of Washington, including the MAC's efforts to enable Washington's small, diverse, and veteran-owned businesses to compete for and participate in state procurements for goods/services.

Washington's Public Records Act – Public Records Disclosure Requests.

- All documents (written and electronic) submitted to the MAC as part of this RFP are public records. Unless statutorily exempt from disclosure, such records are subject to disclosure if requested. See RCW 42.56, Public Records Act. The MAC strongly discourages respondents from unnecessarily submitting sensitive information (e.g., information that bidder might categorize as 'confidential,' 'proprietary,' 'sensitive,' 'trade secret,' etc.).
 - If, in respondent's judgment, Washington's Public Records Act provides an applicable statutory exemption from disclosure for certain portions of respondent's proposal, please mark the precise portion(s) of the relevant page(s) of the bid that bidder believes are statutorily exempt from disclosure and identify the precise statutory basis for exemption from disclosure.
 - In addition, if, in respondent's judgment, certain portions of their proposal are not statutorily exempt from disclosure but are sensitive because these particular portions of proposal (NOT including pricing) include highly confidential, proprietary, or trade secret information (or the equivalent) that respondent protects through the regular use of confidentiality or similar agreements and routine enforcements through court enforcement actions, please mark the precise portion(s) of the relevant page(s) of proposal that include such sensitive information.
- In the event that the MAC receives a public records disclosure request pertaining to information that respondent has submitted and marked either as (a) statutorily exempt from disclosure; or (b) sensitive, the MAC, prior to disclosure, will do the following:
 - The MAC's Public Records Officer will review any records marked by bidder as statutorily exempt from disclosure. In those situations, where the designation comports with the stated statutory exemption from disclosure, the MAC will redact or withhold the document(s) as appropriate.
 - For documents marked 'sensitive' or for documents where the MAC either determines that no statutory exemption to disclosure applies or is unable to determine whether the stated statutory exemption to disclosure properly applies, the MAC will notify respondent, at the address provided in the submittal, of the public records disclosure request and identify the date that the MAC intends to release the document(s) (including documents marked 'sensitive' or exempt from disclosure) to the requester unless the respondent, at their sole expense, timely obtains a court order enjoining the MAC from such disclosure. In the event bidder fails to timely file a motion for a court order enjoining such disclosure, the MAC will release the requested document(s) on the date specified. Respondent's failure properly to identify exempted or sensitive information and timely respond after notice of request for public disclosure has been given shall be deemed a waiver by bidder of any claim that such materials are exempt or protected from disclosure.

EXHIBIT E. (Continued)

Small & Diverse Businesses. The MAC, in accordance with Washington law, encourages small and diverse businesses to compete for and participate in state procurements as contractors and as subcontractors to awarded bidders. See, e.g., RCW 39.19 (OMWBE certified businesses); RCW 43.60A.200 (WDVA certified veteran-owned businesses); and RCW 39.26.005 (Washington small businesses). In support of the state's economic goals and to support a diverse supplier pool, the MAC has established the following voluntary numerical goals for its RFP Solicitations:

- Ten percent (10%) Minority-Owned Businesses certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE);
- Six percent (6%) Women-Owned Businesses certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE);
- Five percent (5%) Veteran-Owned Businesses certified by the Washington State Department of Veterans Affairs (WDVA); and
- Twenty-Five percent (25%) Washington Small Businesses, five percent (5%) of which are microbusinesses or minibusinesses as defined in RCW 39.26.010(16) and (17).

Achievement of these goals is encouraged whether directly or through subcontractors.

- **OMWBE Certification.** Bidders may contact the Washington State Office of Minority and Women's Business Enterprises (OMWBE) regarding information on Minority-Owned and Women-Owned certified firms, state and federal certification programs, or to become certified. OMWBE can be reached by telephone, 866-208-1064, or through their website at OMWBE. OMWBE-Certified firms may provide their certification information on Exhibit A-2 – Bidder's Profile.
- **WDVA Certification.** Bidders may contact the Washington State Department of Veterans' Affairs (WDVA) for information regarding Certified Veteran-Owned businesses or to become a Certified Veteran-Owned Business. The WDVA can be reached by telephone, (360) 725-2169, or through their website at WDVA. The qualification requirements to be a Certified Veteran-Owned Business are set forth in Bidder's Certification.
- **Washington Small Businesses.** Bidders may contact the MAC about small and diverse business inclusion and qualification as a Washington Small Business. If you qualify as a Washington Small Business, identify yourself as such in WEBS. Call WEBS Customer Service at 360-902-7400. The qualification requirements to self-certify as a Washington Small Business are set forth in **Bidder's Certification.**

WEBS Registration. Individuals and firms interested in state contracting opportunities with the MAC or any state agency should register for competitive solicitation notices at the Washington Electronic Business Solution (WEBS) WEBS Registration. Note: There is no cost to register on WEBS.

EXHIBIT F. Contract Negotiations

The MAC may negotiate with the highest scored responsive, responsible bidder to finalize the Contract and to determine if the bid may be improved. If, after a reasonable period of time, the MAC, in its sole judgement, cannot reach agreement on acceptable Contract terms with such bidder, The MAC may suspend negotiations and undertake negotiations with the next highest scored responsive, responsible bidder as determined by the evaluations.

Announcement of Apparent Successful Bidder. The MAC will determine the Apparent Successful Bidder (“ASB”). The ASB will be the responsive and responsible bidder(s) that best meet(s) the RFP Solicitation requirements and other factors as set forth in this RFP Solicitation including any applicable state procurement priority or preference.

- Designation as an ASB does not imply that The MAC will issue an award for a Contract to your firm. Rather, this designation allows The MAC to perform further analysis and ask for additional documentation. The bidder must not construe this as an award, impending award, attempt to negotiate, etc. If a bidder acts or fails to act as a result of this notification, it does so at its own risk and expense.
- Upon announcement of the ASB, bidders may request a debrief conference as specified in Exhibit D.

Award of Contract. Subject to protests, if any, the MAC and the ASB will enter into a Contract as set forth in Exhibit H –Draft Contract. A contract award is made and a contract formed by signature of the MAC and awarded bidder on the Contract. The MAC reserves the right to award on an all-or-nothing consolidated basis. Following the award of the Contract, all bidders registered in WEBS will receive a Notice of Award delivered to the bidder’s email address provided in the bidder’s profile in WEBS.

Bid Information Availability. Upon The MAC’ announcement of ASB, all bid submissions and all bid evaluations are subject to public disclosure pursuant to Washington’s Public Records Act. See RCW 39.26.030(2). Upon The MAC’ announcement of ASB, The MAC will post all bid evaluations to The MAC’ website. In addition, The MAC intends to post all winning bid submissions to its contract portal webpage after the Contract is awarded.

Additional Awards. The MAC reserves the right, during the resulting Contract term, to make additional Contract awards to responsive, responsible bidders who provided a bid but who were not awarded a Contract. Such awards would be on the same or substantially similar terms and conditions and would be designed to address a Contractor vacancy (e.g., a contractor is terminated or goes out of business) or be in the best interest of the State of Washington.

EXHIBIT G. Bidders Certification: Required



EXHIBIT A-1 – BIDDER’S CERTIFICATION

Competitive Solicitation:			
Bidder:	Type/print full legal name of Bidder		
Bidder’s Address:	Type/print Bidder’s Address		
Bidder Organization Type: Check appropriate box	Corporation:	<input type="checkbox"/> Domestic	<input type="checkbox"/> Foreign
	Limited Liability Company (LLC):	<input type="checkbox"/> Domestic	<input type="checkbox"/> Foreign
	Partnership:	<input type="checkbox"/> Domestic	<input type="checkbox"/> Foreign
	Sole Proprietorship:	<input type="checkbox"/>	
State of Formation:	Type/print the state where the corporation, LLC, or partnership is formed – e.g., ‘Washington’ if domestic and the name of the state if ‘Foreign’ (i.e., not Washington)		

Bidder, through the duly authorized undersigned, makes this certification as a required element of submitting a responsive bid. Bidder certifies, to the best of its knowledge and belief, that the following are true, complete, correct, and made in good faith:

- 1. UNDERSTANDING.** Bidder certifies that Bidder has read, thoroughly examined, and fully understands all of the provisions in the Competitive Solicitation (including all exhibits) and the terms and conditions of the Contract and any amendments or clarifications to the Competitive Solicitation, and agrees to abide by the same.
- 2. ACCURACY.** Bidder certifies that Bidder has carefully prepared and reviewed its bid and fully supports the accuracy of the same. Bidder further understands and acknowledges that Enterprise Services shall not be responsible for any errors or omission on the part of Bidder in preparing its bid. Bidder certifies that the facts declared here are true and accurate. Bidder further understands and acknowledges that the continuing compliance with these statements and all requirements of the Competitive Solicitation are conditions precedent to the award or continuation of the resulting Contract.
- 3. NO COLLUSION OR ANTI-COMPETITIVE PRACTICES.** Bidder certifies that Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Competitive Solicitation. Bidder certifies that Bidder’s bid prices have been arrived at independently, without engaging in

collusion, bid rigging, or any other illegal activity, and without for the purpose of restricting competition any consultation, communication, or agreement with any other bidder or competitor relating to (a) those prices, (b) the intention to submit a bid, or (c) the methods or factors used to calculate the prices offered. Bidder certifies that Bidder has not been and will not knowingly disclose its bid prices, directly or indirectly, to any other bidder or competitor before award of a Contract, unless otherwise required by law. Bidder certifies that Bidder has made no attempt and shall not make any attempt to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition. Bidder, however, freely may join with other persons or organizations for the purpose of presenting a bid.

4. **FIRM OFFER.** Bidder certifies that its bid, attached hereto, is a firm offer which cannot be withdrawn for a period of ninety (90) days from and after the bid due date specified in the Competitive Solicitation. Enterprise Services may accept such bid, with or without further negotiation, at any time within such period. In the event of a protest, Bidder's bid shall remain valid for such period or until the protest and any related court action is resolved, whichever is later.
5. **CONFLICT OF INTEREST.** Bidder certifies that, in preparing this bid, Bidder has not been assisted by any current or former employee of the State of Washington whose duties relate (or did relate) to this Competitive Solicitation, or prospective Contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this bid.
6. **NO REIMBURSEMENT.** Bidder certifies that Bidder understands that the State of Washington will not reimburse Bidder for any costs incurred in the preparation of this bid. All bids become the property of the State of Washington, and Bidder claims no proprietary right to the ideas, writings, items, or samples unless so stated in the bid.
7. **PERFORMANCE.** Bidder certifies that Bidder understands that its submittal of a bid and execution of this Bidder's Certification certifies bidder's willingness to comply with the Contract, if awarded such. By submitting this bid, Bidder hereby offers to furnish the goods and/or services solicited pursuant to this Competitive Solicitation in compliance with all terms, conditions, and performance requirements contained in this Competitive Solicitation and the resulting Contract or, if applicable, as detailed on a Contract Issues List, if permitted, in this Competitive Solicitation.
8. **INSURANCE.** Bidder certifies as follows (must check one):
 - BIDDER HAS REQUIRED INSURANCE.* Bidder has attached a current, valid Certificate of Insurance for each and all of the required insurance coverages as specified in the Contract (note: Bidder must attach the Insurance Certificate).

OR

 - BIDDER WILL OBTAIN REQUIRED INSURANCE.* Bidder does not have a current, valid Certificate of Insurance for each and all of the required insurance coverages as specified in the Contract but, if designated as the Apparent Successful Bidder, Bidder will provide such a Certificate of Insurance, without exception of any kind, to Enterprise Services within twenty-four (24) hours of such designation or notification by Enterprise Services or be deemed a nonresponsive bid.

OR

 - BIDDER DOES NOT HAVE REQUIRED INSURANCE.* As detailed on the attached explanation

(Bidder to provide), Bidder does not have a current, valid Certificate of Insurance for each and all of the required insurance coverages as specified in the Contract and, if designated as the Apparent Successful Bidder would not be able to provide such a Certificate of Insurance to Enterprise Services within twenty-four (24) hours of such designation.

9. DEBARMENT. Bidder certifies as follows (must check one):

NO DEBARMENT. Bidder and/or its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with any federal, state, or local governmental entity.

OR

DEBARRED. As detailed on the attached explanation (Bidder to provide), Bidder and/or its principals presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with a federal, state, or local governmental entity.

10. CRIMINAL OFFENSE. Bidder certifies as follows (must check one):

NO CRIMINAL OFFENSE. Bidder and its officers, directors, and managers have not, within the three (3) year period preceding the date of this Competitive Solicitation, been convicted or had a civil judgment rendered against Bidder or such officers, directors, and managers for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a governmental contract; violation of any federal or state antitrust statute; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. Bidder further certifies that Bidder and its officers, directors, and managers are not presently indicted or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in this paragraph.

OR

CRIMINAL OFFENSE. As detailed on the attached explanation (Bidder to provide), within the three (3) year period preceding the date of this Competitive Solicitation, Bidder or its officers, directors, or managers have been convicted or had a civil judgment rendered against Bidder or such officers, directors, or managers for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a governmental contract; violation of any federal or state antitrust statute; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

11. WAGE THEFT PREVENTION. Bidder certifies as follows (must check one):

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

OR

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

12. WORKERS' RIGHTS ([EXECUTIVE ORDER 18-03](#)). Bidder certifies as follows (must check one):

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

OR

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

13. TERMINATION FOR DEFAULT OR CAUSE. Bidder certifies as follows (must check one):

- NO TERMINATION FOR DEFAULT OR CAUSE.* Bidder has not, within the three (3) year period preceding the date of this Competitive Solicitation, had one (1) or more federal, state, or local governmental contracts terminated for cause or default.

OR

- TERMINATION FOR DEFAULT OR CAUSE.* As detailed on the attached explanation (Bidder to provide), within the three (3) year period preceding the date of this Competitive Solicitation, Bidder has had one (1) or more federal, state, or local governmental contracts terminated for cause or default.

14. TAXES. Bidder certifies as follows (must check one):

- TAXES PAID.* Except as validly contested, Bidder is not delinquent and has paid or has arranged for payment of all taxes due to the State of Washington and has filed all required returns and reports as applicable.

OR

- DELINQUENT TAXES.* As detailed on the attached explanation (Bidder to provide), Bidder has not paid or arranged for payment of all taxes due to the State of Washington and/or has not timely filed all required returns and reports as applicable.

15. LAWFUL REGISTRATION. Bidder, if conducting business other than as a sole proprietorship (e.g., Bidder is a corporation, limited liability company, partnership) certifies as follows (must check one):

- CURRENT LAWFUL REGISTRATION.* Bidder is in good standing in the State of Washington and the jurisdiction where Bidder is organized, including having timely filed all required annual reports.

OR

- DELINQUENT REGISTRATION.* As detailed on the attached explanation (Bidder to

provide), Bidder currently is not in good standing in the State of Washington and/or the jurisdiction where Bidder is organized.

16. REGISTRATION WITH WASHINGTON SECRETARY OF STATE. Bidder certifies as follows (must check one):

BIDDER IS REGISTERED WITH WASHINGTON SECRETARY OF STATE. Bidder is registered with the Washington Secretary of State, is in good standing, and has the following Unified Business Identifier (UBI) number: ____ ____ ____.

OR

BIDDER WILL REGISTER WITH WASHINGTON SECRETARY OF STATE. Bidder is not registered with the Washington Secretary of State but, if designated as the Apparent Successful Bidder, Bidder will register with the Washington Secretary of State and obtain a UBI number within twenty-four (24) hours of such designation or notification by Enterprise Services or be deemed a nonresponsive bid.

OR

BIDDER IS NOT REGISTERED WITH WASHINGTON SECRETARY OF STATE. Bidder is not registered with the Washington Secretary of State and Bidder declines to register with the Washington Secretary of State. *Note:* Enterprise Services requires all awarded bidders (including Washington firms and out of state firms) to be registered with the Washington Secretary of State. Bidders who are not registered will not be awarded a Contract.

17. REGISTRATION WITH WASHINGTON STATE DEPARTMENT OF REVENUE. Bidder certifies as follows (must check one):

BIDDER IS REGISTERED WITH WASHINGTON STATE DEPARTMENT OF REVENUE. Bidder is registered with the Washington State Department of Revenue, has a business license to do business in Washington, and has the following Unified Business Identifier (UBI) number: ____ ____ ____.

OR

BIDDER WILL REGISTER WITH WASHINGTON STATE DEPARTMENT OF REVENUE. Bidder is not registered with the Washington State Department of Revenue but, if designated as the Apparent Successful Bidder, Bidder will register with the Washington State Department of Revenue and obtain a business license within twenty-four (24) hours of such designation or notification by Enterprise Services or be deemed a nonresponsive bid.

OR

BIDDER IS NOT REGISTERED WITH WASHINGTON STATE DEPARTMENT OF REVENUE. Bidder is not registered with the Washington State Department of Revenue and Bidder declines to register with the Washington State Department of Revenue. *Note:* Enterprise Services requires all awarded bidders (including Washington firms and out of state firms) to be registered with the Washington State Department of Revenue. Bidders who are not registered will not be awarded a Contract.

18. SUBCONTRACTORS. Bidder certifies as follows (must check one):

NO SUBCONTRACTORS. If awarded a Contract, Bidder will not utilize subcontractors to

provide the goods and/or services subject to this Competitive Solicitation.

OR

- SUBCONTRACTORS*. As detailed on the attached explanation (Bidder to provide), If awarded a Contract, Bidder will utilize subcontractors to provide the goods and/or services subject to this Competitive Solicitation. In such event, Bidder certifies that, as to Enterprise Services, Bidder shall retain responsibility for its subcontractors, including, without limitation, liability for any subcontractor's acts or omissions. Note: Bidder must provide the precise legal name (including state of organization), business address, and federal tax identification number (TIN) for each subcontractor. Note: Do not provide any SSN.

19. WASHINGTON SMALL BUSINESS. Bidder certifies as follows (must check one):

- WASHINGTON SMALL BUSINESS*. Bidder is a Washington Small Business as defined in RCW 39.26.010. To qualify as a Washington Small Business, Bidder must meet three (3) requirements:
1. *Location*. Bidder's principal office/place of business must be located in and identified as being in the State of Washington. A principal office or principal place of business is a firm's headquarters where business decisions are made and the location for the firm's books and records as well as the firm's senior management personnel.
 2. *Size*. Bidder must be owned and operated independently from all other businesses and have either: (a) fifty (50) or fewer employees; or (b) gross revenue of less than seven million dollars (\$7,000,000) annually as reported on Bidder's federal income tax return or its return filed with the Washington State Department of Revenue over the previous three consecutive years.
 3. *WEBS Certification*. Bidder must have certified its Washington Small Business status in Washington's Electronic Business Solution ([WEBS](#)).

OR

- NOT WASHINGTON SMALL BUSINESS*. Bidder is not a Washington Small Business as defined in RCW 39.26.010.

20. VETERAN-OWNED BUSINESS. Bidder certifies as follows (must check one):

- CERTIFIED VETERAN-OWNED BUSINESS*. Bidder is a Certified Veteran-Owned Business under RCW 43.60A.190. To qualify as a Certified Veteran-Owned Business, Bidder must meet four (4) requirements:
1. *51% Ownership*. Bidder must be at least fifty-one percent (51%) owned and controlled by:
 - (a) A veteran as defined as every person who at the time he or she seeks certification has received a discharge with an honorable characterization or received a discharge for medical reasons with an honorable record, where applicable, and who has served in at least one of the capacities listed in

RCW 41.04.007;

- (b) A person who is in receipt of disability compensation or pension from the department of veterans affairs; or
 - (c) An active or reserve member in any branch of the armed forces of the United States, including the national guard, coast guard, and armed forces reserves.
2. *Washington Incorporation/Location.* Bidder must be either an entity that is incorporated in the state of Washington as a Washington domestic corporation or, if not incorporated, an entity whose principal place of business is located within the State of Washington.
 3. *WEBS Certification.* Bidder must have certified its Veteran-Owned business status in Washington’s Electronic Business Solution ([WEBS](#)).
 4. *WDVA Certification.* Bidder must have provided certification documentation to the Washington Department of Veterans’ Affairs (WDVA) and be certified by WDVA and listed as such on WDVA’s website ([WDVA – Veteran-Owned Businesses](#)).

OR

- NOT A CERTIFIED VETERAN-OWNED BUSINESS.* Bidder is not a Certified Veteran-Owned Business under RCW 43.60A.190.

21. WASHINGTON STATE ENTERPRISE LEADERSHIP AND DIVERSITY, EQUITY, & INCLUSION COMPETENCIES. Bidder certifies as follows (must check one):

- UNDERSTANDS & WILL FOLLOW WASHINGTON STATE ENTERPRISE LEADERSHIP AND DIVERSITY, EQUITY, & INCLUSION COMPETENCIES.* Bidder has reviewed, understands, and if awarded a Contract, will follow the [Washington State Enterprise Leadership Competencies](#) and [Washington State Enterprise Diversity, Equity, and Inclusion Competencies](#) in performing such Contract and, if utilizing subcontractors, will ensure that such subcontractors also follow the *Washington State Enterprise Leadership Competencies* in performing such Contract.

OR

- DOES NOT FOLLOW WASHINGTON STATE ENTERPRISE LEADERSHIP AND DIVERSITY, EQUITY, & INCLUSION COMPETENCIES.* Bidder does not follow the [Washington State Enterprise Leadership Competencies](#) and [Washington State Enterprise Diversity, Equity, and Inclusion Competencies](#).

22. REFERENCES. Bidder certifies that the references provided to Enterprise Services have worked with Bidder and that such individuals and firms have full permission, without any additional requirement or release, to provide such references and information to Enterprise Services. Bidder hereby authorizes Enterprise Services (or its agent) to contact Bidder’s references and others who may have pertinent information regarding Bidder’s prior experience and ability to perform the Contract, if awarded. Bidder hereby authorizes such individuals and firms to provide such references and release to Enterprise Services information pertaining to the same.

Bidder further certifies that it shall provide immediate written notice to Enterprise Services if, at any time prior to a contract award, Bidder learns that any of its certifications set forth herein were erroneous when submitted or has become erroneous by reason of changed circumstances.

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

BIDDER NAME:

Print Name of Bidder – Print full legal entity name of the firm submitting the Bid

By:

Signature of Bidder’s authorized person

Print Name of person making certifications for Bidder

Title:

Title of person signing certificate

Place:

Print city and state where signed

Date:

Return this Bidder’s Certification to Melissa.allard@northwestmuseum.org

EXHIBIT H. Draft Contract

CONTRACT

NO. 21-001

By and Between

EASTERN WASHINGTON STATE HISTORICAL SOCIETY

and

Dated _____, 2021

DEVELOPMENT AND IMPLEMENTATION OF A NEW STRATEGIC PLAN

This Contract ("Contract") is made and entered into by and between the Eastern Washington State Historical Society, DBA Northwest Museum of Arts and Culture, a Washington State governmental agency ("EWSHS") and _____, a _____ ("Contractor") and is dated and effective as of _____, 2021.

RECITALS

- A. Pursuant to Legislative direction codified in RCW 39.26, EWSHS is authorized to competitively solicit and award contracts for goods and/or services for use by EWSHS.
- B. Competitive Solicitation #21-001, dated April 1, 2021, was posted for the purpose of obtaining competitive bids from professional firms to develop and help implement a new Strategic Plan for EWSHS. The apparently successful bidder in that competitive solicitation is asked to sign this contract after filling in the requisite blanks.
- C. EWSHS has determined that entering into this Contract will meet the identified needs and be in the best interest of EWSHS and the State of Washington.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

- 1. TERM.** The term of this Contract consists of two phases—Development stage and Implementation stage. The Development phase shall run for five (5) months, commencing July 1, 2021 and ending November 30, 2021. The Implementation phase shall run from December 1, 2021 through May 31, 2024.
- 2. SCOPE – INCLUDED GOODS/SERVICES AND PRICE.**
 - 2.1. CONTRACT SCOPE. Pursuant to this Contract, Contractor is authorized to provide only those goods and/or services set forth in Exhibit A – Included Goods/Services for the prices set forth in Exhibit B – Prices for Goods/Services.
 - 2.2. STATE'S ABILITY TO MODIFY SCOPE OF CONTRACT. Subject to mutual agreement between the parties, EWSHS reserves the right to modify the goods and/or services included in this Contract; Provided, however, that any such modification shall be effective only upon ten (10) days advance written notice; and Provided further, that any such modification must be within the scope of the Competitive Solicitation and this Contract.
 - 2.3. PRICE CEILING. Although Contractor may offer lower prices to EWSHS during the term of this Contract, Contractor guarantees to provide the Goods/Services at no greater than the prices set forth in Exhibit B - Prices for Goods/ Services.
- 3. CONTRACTOR REPRESENTATIONS AND WARRANTIES.** Contractor makes each of the following representations and warranties as of the effective date of this Contract and at the time of performance pursuant to this Contract. If, at the time of performance, Contractor cannot make such representations and warranties, Contractor shall not perform and shall, within three (3) business days notify EWSHS, in writing, of such breach.
 - 3.1. QUALIFIED TO DO BUSINESS. Contractor represents and warrants that it is in good standing and qualified to do business in the State of Washington, that it is registered with the Washington State Department of Revenue and the Washington Secretary of State, that it possesses and shall keep current all required licenses and/or approvals (if required), and that it is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.
 - 3.2. SUSPENSION & DEBARMENT. Contractor represents and warrants that neither it nor its principals or affiliates presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.
 - 3.3. PERFORMANCE OF SERVICES. Contractor represents and warrants that in performing this Contract, Contractor shall
 - (a) Perform its obligations in a timely, professional, and workmanlike manner consistent with standards in the

profession;

(b) Meet or exceed the performance and operational standards and specifications in this Contract;

(c) Provide all contractual requirements in good quality with no material defects;

(d) Not interfere with the State's operations;

(e) Obtain and maintain all necessary licenses, certifications, permits, or other authorizations necessary for the performance of the Contract;

(f) Cooperate with EWSHS to achieve the objectives of the Contract;

(g) Return to EWSHS any agency-furnished resources in the same condition as when provided when no longer required for the Contract;

(h) Comply with all Washington State physical and IT security policies and standards which will be made available upon request.

Notwithstanding any provision to the contrary, any breach under this paragraph is considered a material breach.

3.4. WAGE VIOLATIONS. Contractor represents and warrants that neither it nor its principals or affiliates presently are determined, by a final order of the Washington Department of Labor and Industries or a Court, to be in willful violation of state wage laws.

3.5. EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS. Contractor represents and warrants, that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

3.6. PROCUREMENT ETHICS & PROHIBITION ON GIFTS. 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 State employees.

3.7. WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS). Contractor represents and warrants that it is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of its information therein is current and accurate and that throughout the term of this Contract, Contractor shall maintain an accurate profile in WEBS.

3.8. STATEWIDE PAYEE DESK. Contractor represents and warrants that it is registered with the Statewide Payee Desk, which registration is a condition to payment.

3.9. ADVERTISING AND ENDORSEMENT. Contractor understands and acknowledges that neither EWSHS nor the State of Washington are endorsing Contractor's goods and/or services or suggesting that such goods and/or services are the best or only solution to their needs. Accordingly, Contractor represents and warrants that it shall make no reference to EWSHS or the State of Washington in any promotional material without the prior written consent of EWSHS.

4. PERFORMANCE OF SERVICES.

4.1. PERFORMANCE REQUIREMENTS. Contractor must ensure that its services are performed as required by this Contract, including, without limitation, the requirements set forth in Exhibit A.

4.2. ON SITE REQUIREMENTS. While on EWSHS or the State of Washington's premises, Contractor, its agents or

employees shall comply, in all respects, with EWSHS' physical, fire, access, safety, and security requirements.

4.3. OWNERSHIP OF DELIVERABLES. Notwithstanding any provision to the contrary, the parties understand and agree that EWSHS shall own all rights to any plans, reports, or other deliverables provided to EWSHS pursuant to this Contract. The copyright in all works of authorship created pursuant to this Contract shall be owned by the State of Washington. All such works or portions of works created by the Contractor are hereby agreed to be "works made for hire" within the meaning of 17 U.S.C. § 201. If, however, the State of Washington is not able to obtain copyright ownership under the statutory provisions for "works made for hire," then Contractor hereby assigns to State of Washington all right, title, and interest in: (a) the copyright to Contractor's work of authorship ("Work") and contribution to any such Work ("Contribution"); (b) any registrations and copyright applications, along with any renewals and extensions thereof, relating to the Contribution or the Work; (c) all works based upon, derived from, or incorporating the Contribution or the Work; (d) all income, royalties, damages, claims and payments now or hereafter due or payable with respect to the Contribution or the Work; (e) all causes of action, either in law or in equity, for past, present, or future infringement of copyright related to the Contribution or the Work, and all rights corresponding to any of the foregoing, throughout the world. In addition, to the extent any applicable law or treaty prohibits the transfer or assignment of any moral rights or rights of restraint the Contractor has in the Contribution or the Work, the Contractor waives those rights as to State of Washington, its successors, licensees, and assigns.

5. INVOICING & PAYMENT.

5.1. CONTRACTOR INVOICE. Contractor shall submit to EWSHS' designated invoicing contact properly itemized invoices. Such invoices shall itemize the following:

(a) Contract No. 21-001

(b) Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative)

(c) Contractor's Federal Tax Identification Number

(d) Date(s) of service/performance

(e) Invoice amount; and

(f) Payment terms, including any available prompt payment discounts.

Contractor's invoices for payment shall reflect accurate Contract prices. Invoices will not be processed for payment until receipt of a complete invoice as specified herein.

5.2. PAYMENT. Payment is the sole responsibility of, and will be made by, EWSHS. Payment is due within thirty (30) days of invoice. If EWSHS fails to make timely payment(s), Contractor may invoice EWSHS in the amount of one percent (1%) per month on the amount overdue or a minimum of \$1. Payment will not be considered late if a check or warrant is mailed within the time specified.

5.3. OVERPAYMENTS. Contractor promptly shall refund to EWSHS the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) days of written notice to Contractor; Provided, however, that EWSHS shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely payment(s) or issuance of such credit memos, EWSHS may impose a one percent (1%) per month on the amount overdue thirty (30) days after notice to the Contractor.

5.4. NO ADVANCE PAYMENT. No advance payments shall be made for any products or services furnished by Contractor pursuant to this Contract.

5.5. NO ADDITIONAL CHARGES. Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, or payment processing.

5.6. TAXES/FEES. Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Contract. Failure to do so shall constitute breach of this Contract. Unless otherwise agreed, EWSHS shall pay applicable sales tax imposed by the State of Washington on purchased goods and/or services. Contractor, however, shall not make any charge for federal excise taxes.

6. CONTRACT MANAGEMENT.

6.1. CONTRACT ADMINISTRATION & NOTICES, PROJECT MANAGEMENT, AND LEGAL NOTICES. Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of contract administration for this Contract. EWSHS' contract administrator shall provide Contract administrative oversight. Contractor's contract administrator shall be Contractor's principal contact for invoice/billing activities under this Contract. The parties may change contractor administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

EWSHS Contractor
Attn: Wes Jessup
Eastern WA State Historical Society
2316 W. 1st Avenue
Spokane, WA 99201
Tel: (509) 363-5308

Email: wesley.jessup@northwestmuseum.org

Attn: _____

Tel: () _____

Email: _____

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

6.2. CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE. Contractor shall designate a customer service representative (and inform EWSHS of the same) who shall be responsible for addressing EWSHS' issues pertaining to this Contract.

7. RECORDS RETENTION & AUDITS.

7.1. RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Contract or final payment, whichever is later; Provided, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

8. INSURANCE.

8.1. REQUIRED INSURANCE. During the Term of this Contract, Contractor, at its expense, shall maintain in full force and

effect the insurance coverages set forth in Exhibit C– Insurance Requirements.

8.2. WORKERS COMPENSATION. Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, EWSHS may terminate this Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. In addition, Contractor waives its immunity under RCW Title 51 to the extent it is required to indemnify, defend, and hold harmless the State of Washington and its agencies, officials, agents, or employees.

9. CLAIMS.

9.1. ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES. Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees and agents in connection with Contractor's operations under this Contract. EWSHS has made no representations regarding any factor affecting Contractor's risks. Contractor shall pay for all damage to any EWSHS' property resulting directly or indirectly from its acts or omissions under this Contract, even if not attributable to negligence by Contractor or its agents.

9.2. THIRD-PARTY CLAIMS; INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless EWSHS and its employees and agents from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "claims") arising from any act or omission of Contractor or its successors, agents, and subcontractors under this Contract, except claims caused solely by EWSHS' negligence. Contractor shall take all steps needed to keep EWSHS' property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.

10. DISPUTE RESOLUTION. The parties shall cooperate to resolve any dispute pertaining to this Contract efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior manager of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.

11. SUSPENSION & TERMINATION; REMEDIES.

11.1. SUSPENSION & TERMINATION FOR DEFAULT. EWSHS may suspend Contractor's operations under this Contract immediately by written cure notice of any default. Suspension shall continue until the default is remedied to EWSHS' reasonable satisfaction; Provided, however, that, if after twenty (20) days from such a suspension notice, Contractor remains in default, EWSHS may terminate Contractor's rights under this Contract. All of Contractor's obligations to EWSHS survive termination of Contractor's rights under this Contract, until such obligations have been fulfilled.

11.2. DEFAULT. Each of the following events shall constitute default of this Contract by Contractor:

- (a) Contractor fails to perform or comply with any of the terms or conditions of this Contract;
- (b) Contractor breaches any representation or warranty provided herein; or
- (c) Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary.

11.3. REMEDIES FOR DEFAULT.

- (a) EWSHS' rights to suspend and terminate Contractor's rights under this Contract are in addition to all other

available remedies.

(b) In the event of termination for default, EWSHS may exercise any remedy provided by law including, without limitation, the right to procure replacement goods and/or services. In such event, Contractor shall be liable to EWSHS for damages as authorized by law including, but not limited to, any price difference between the Contract price and the replacement or cover price as well as any administrative and/or transaction costs directly related to such replacement procurement – e.g., the cost of the competitive procurement.

11.4. LIMITATION ON DAMAGES. Notwithstanding any provision to the contrary, the parties agree that in no event shall any party be liable to the other for exemplary or punitive damages.

11.5. GOVERNMENTAL TERMINATION.

(a) Termination for Withdrawal of Authority. EWSHS may suspend or terminate this Contract if, during the term hereof, EWSHS' procurement authority is withdrawn, reduced, or limited such that EWSHS, in its judgment, would lack authority to enter into this Contract; Provided, however, that such suspension or termination for withdrawal of authority shall only be effective upon twenty (20) days prior written notice; and Provided further, that such suspension or termination for withdrawal of authority shall not relieve EWSHS from payment for goods and/or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such suspension or termination for withdrawal of authority, EWSHS shall not have any obligation or liability to Contractor.

(b) Termination for Public Convenience. EWSHS, for public convenience, may terminate this Contract; Provided, however, that such termination for public convenience must, in EWSHS' judgment, be in the best interest of the State of Washington; and Provided further, that such termination for public convenience shall only be effective upon sixty (60) days prior written notice; and Provided further, that such termination for public convenience shall not relieve EWSHS from payment for goods and/or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for public convenience, EWSHS shall not have any obligation or liability to Contractor.

11.6. TERMINATION PROCEDURE. Regardless of basis, in the event of suspension or termination (in full or in part), the parties shall cooperate to ensure an orderly and efficient suspension or termination.

12. GENERAL PROVISIONS.

12.1. TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Contract.

12.2. COMPLIANCE WITH LAW. Contractor shall comply with all applicable law.

12.3. INTEGRATED AGREEMENT. This Contract constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.

12.4. AMENDMENT OR MODIFICATION. Except as set forth herein, this Contract may not be amended or modified except in writing and signed by a duly authorized representative of each party.

12.5. AUTHORITY. Each party to this Contract, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Contract and that its execution, delivery, and performance of this Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

12.6. NO AGENCY. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Contract. Neither party is an agent of the other party nor authorized to obligate it.

- 12.7. ASSIGNMENTS. Contractor may not assign its rights under this Contract without EWSHS' prior written consent and EWSHS may consider any attempted assignment without such consent to be void; Provided, however, that, if Contractor provides written notice to EWSHS within thirty (30) days, Contractor may assign its rights under this Contract in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Contract notwithstanding any prior assignment of its rights.
- 12.8. BINDING EFFECT; SUCCESSORS & ASSIGNS. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 12.9. PUBLIC INFORMATION. This Contract and all related documents are subject to public disclosure as required by Washington's Public Records Act, RCW 42.56.
- 12.10. ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS/SERVICES. Contractor irrevocably assigns to EWSHS, on behalf of the State of Washington, any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any goods and/or services provided in Washington for the purpose of carrying out the Contractor's obligations under this Contract, including, at EWSHS' option, the right to control any such litigation on such claim for relief or cause of action.
- 12.11. FORCE MAJEURE. Except for payment of sums due, neither party shall be liable to the other or deemed in breach under this Contract if, and to the extent that, such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that causes a delay that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of God, war, riots, strikes, fire, floods, epidemics, pandemics, or other similar occurrences. If either party is delayed by force majeure, said party shall provide written notification within forty-eight (48) hours. The notification shall provide evidence of the force majeure to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of same shall likewise be provided. So far as consistent with the rights reserved below, the time of completion shall be extended by Contract amendment for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Contract. Notwithstanding any provision to the contrary, in the event that a Contractor-declared force majeure event lasts for more than thirty (30) days, EWSHS shall have the right to terminate the Contract and/or purchase the goods and/or services set forth in this Contract; Provided, however, that in such event, Contractor shall not be liable to EWSHS for any price difference for such goods and/or services.
- 12.12. SEVERABILITY. If any provision of this Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Contract, and to this end the provisions of this Contract are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Contract.
- 12.13. WAIVER. Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Contract, nor shall any purported oral modification or rescission of this Contract by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.
- 12.14. SURVIVAL. All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made

pursuant to this Contract shall survive and remain in effect following the expiration or termination of this Contract, Provided, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.

12.15. GOVERNING LAW. The validity, construction, performance, and enforcement of this Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules.

12.16. JURISDICTION & VENUE. In the event that any action is brought to enforce any provision of this Contract, the parties agree to submit to exclusive jurisdiction in Spokane County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Spokane, Washington.

12.17. ATTORNEYS' FEES. In the event of litigation or other action brought to enforce the terms of this Contract or alternative dispute process, each party agrees to bear its own attorneys' fees and costs.

12.18. FAIR CONSTRUCTION & INTERPRETATION. The provisions of this Contract shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Contract. Each party hereto and its counsel has reviewed and revised this Contract and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Contract. Each term and provision of this Contract to be performed by either party shall be construed to be both a covenant and a condition.

12.19. FURTHER ASSURANCES. In addition to the actions specifically mentioned in this Contract, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Contract.

12.20. EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Contract in their entirety.

12.21. CAPTIONS & HEADINGS. The captions and headings in this Contract are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Contract nor the meaning of any provisions hereof.

12.22. ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Contract or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract or such other ancillary agreement for all purposes.

12.23. COUNTERPARTS. This Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Contract at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Contract.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON EWSHS _____, a _____

By: _____

By: _____

Its:

INCLUDED GOODS/SERVICES

Exhibit A

Contractor shall provide professional services to ...

- Develop and establish details of the strategic planning process, including goals, objectives, structure, logistics, schedule, stakeholder involvement/input, and expectations around deliverables.
- Engage stakeholders including, but not limited to, board, staff, state agency officials, elected officials, Native American tribal representatives, museum members/donors, institutional funders, school and nonprofit partner representatives, and additional community members. Stakeholder engagement may include surveys, interviews, and focus groups.
- Facilitate retreats/meetings/workshops for museum staff, board, and support committees throughout the planning process to gather input on the museum's mission, vision, values, programming, systems, strategies, and goals.
- Assess progress on and outcomes of the museum's previous 2018-2021 strategic plan in preparation for creating a new plan.
- Review current organizational structure and staff job descriptions to assess the museum's ability to meet strategic objectives established in the new Strategic Plan.
- Assess the museum's current relationships with regional Native American tribes and develop strategies for deeper engagement.
- Review and assess museum's board development and Diversity, Equity & Inclusion initiatives.
- Review current programming and assess how well it is (a) maximizing the museum's collections and human talents/resources; and (b) addressing the needs and interests of museum stakeholders and the broader community/region. Of special interest is the need to increase the museum's capacity to develop compelling exhibitions in-house, reducing our reliance on touring exhibits.
- Review the museum's current financial resource picture to support creation of strategies to help the museum reduce our dependence on state funding and expand our private philanthropic resources. This could include historical analysis of the museum's existing philanthropic revenue sources, relationships, gaps, thematic links, and potential opportunities as well as our existing internal fundraising systems and strategies.
- Develop marketing strategy that includes outreach plans to bring the museum more in line with industry standards.
- Help the museum "think bigger" – to connect our world class collection to other U.S. museums for partnerships, including exhibition and collection exchanges.
- Develop a work plan for implementation of the Strategic Plan that would include check-ins every six months for the three-year duration of the plan.

Key Deliverables:

- Formal work plan for the strategic planning process to include major milestones, responsible personnel, tasks, outputs, and deadlines
- Summarized notes from facilitated retreats/meetings/workshops/focus groups, to feed into the overall strategic planning process
- Summarized assessments of the museum's existing programming and financial resource areas, with recommendations that may inform the Strategic Plan
- Working draft of the written Strategic Plan following the final planning retreat
- Final draft of the Strategic Plan
- Original electronic files that are produced for the project
- Work plan & timeline for Implementation based on goals and objective

Development Phase:

- Formal work plan for the strategic planning process to include major milestones, responsible personnel, tasks, outputs, and deadlines.
- Summarized notes from facilitated retreats/meetings/workshops/focus groups, to feed into the overall strategic planning process.
- Summarized assessments of the museum's existing programming and financial resource areas, with recommendations that may inform the Strategic Plan.
- Working draft of the written Strategic Plan following the final planning retreat.
- Final draft of the Strategic Plan.
- Original electronic files that are produced for the project.

Implementation Phase:

- Three-year work plan for implementation of each goal/priority
- Strategic Plan Kickoff meeting with employees
- Check-in meetings every six months to check on progress in achieving strategic objectives from Dec. 2021 thru May 2024.

Timeline of the Consultation:

- The Development Phase starts July 1, 2021 and all key deliverables for the Development Phase must be completed and submitted the EWSHS by November 30, 2021.
- The Implementation Phase starts December 1, 2021.

Prices for

INSURANCE REQUIREMENTS

- 1. Insurance Obligation.** During the Term of this Contract, Contractor shall possess and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:
- a. **Commercial General Liability Insurance.** Commercial general liability insurance (and, if necessary, commercial umbrella liability insurance) covering bodily injury, property damage, products/completed operations, personal injury, and advertising injury liability on an 'occurrence form' that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) under the most recent version of form CG 00 01 in the amount of not less than \$2,000,000 per occurrence and \$4,000,000 general aggregate. This coverage shall include blanket contractual liability coverage. This coverage shall include a cross-liability clause or separation of insured condition.
 - b. **Workers' Compensation Insurance.** Contractor shall comply with applicable Workers' Compensation or Industrial Accident insurance providing benefits as required by law.
 - c. **Employer's Liability (Stop Gap) Insurance.** Employer's liability insurance (and, if necessary, commercial umbrella liability insurance) with limits not less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 bodily injury by disease policy limit.
 - d. **Commercial Automobile Liability Insurance.** Commercial automobile liability insurance covering the ownership, maintenance, and/or use of all owned/leased, non-owned, and hired vehicles used in the performance of the Contract, with limits of not less than \$1,000,000 per accident, combined single limit for bodily injury and property damage liability. Coverage shall be provided on Insurance Services Office (ISO) form number CA 0001 or an equivalent. The required limits can be satisfied by any combination of primary, umbrella, or excess policy.
- The insurance coverage limits set forth herein are the minimum. Contractor's insurance coverage shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits. Contractor waives all rights against the State of Washington for the recovery of damages to the extent such damages are covered by any insurance required herein.
- 2. Insurance Carrier Rating.** Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. EWSHS reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- 3. Additional Insured.** Commercial General Liability, Commercial Automobile Liability, and Pollution Liability Insurance shall include the State of Washington and all authorized Purchasers (and their agents, officers, and employees) as Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.
- 4. Certificate of Insurance.** Prior to execution of the Contract, Contractor shall furnish to EWSHS, as evidence of the insurance coverage required by this Contract, a certificate of insurance satisfactory to EWSHS that insurance, in the above-stated kinds and minimum amounts, has been secured. In addition, no less than ten (10) days prior to coverage expiration, Contractor shall furnish to EWSHS an updated or renewed certificate of insurance, satisfactory to EWSHS, that insurance, in the above-stated kinds and minimum amounts, has been secured. Failure to maintain or provide proof of insurance, as required, will result in contract cancellation. All policies and certificates of insurance shall include the Contract number stated on the cover of this Contract. All certificates of Insurance and any related insurance documents shall be delivered to EWSHS by U.S. mail, postage prepaid, or sent via email, and shall be sent to the address or email address set forth below or to such other address or email address as EWSHS may specify in writing:

INSURANCE REQUIREMENTS (Continued)

US Mail: Contracts & Procurement – Contract Insurance Certificate

Contract No. 21-001

Attn: Melissa Allard

Eastern WA State Historical Society

2316 W. 1st Avenue

Spokane, WA 99201

Tel: (509) 363-5304

Email: Melissa.allard@northwestmuseum.org

Note: For Email notice, the Email Subject line must state:

Contract Insurance Certificate –Contract No. 21-001

5. **Primary Coverage.** Contractor's insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Purchaser. All insurance or self-insurance of the State of Washington and/or Purchasers shall be excess of any insurance provided by Contractor or subcontractors.
6. **Waiver of Subrogation.** Contractor waives all rights of subrogation against the State of Washington and any Purchaser for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.
7. **Notice of Change or Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least sixty (60) days prior written Legal Notice by Contractor to EWSHS. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Contract number stated on the cover of this Contract.
8. **Extended Reporting Period.** If any required insurance coverage is on a claims-made basis (rather than occurrence), Contractor shall maintain such coverage for a period of no less than three (3) years following expiration or termination of the Contract.



NORTHWEST MUSEUM OF ARTS & CULTURE

