



3104 E. Augusta Avenue, Spokane, WA 99207 ♦ (509) 477-4727 ♦ Fax (509) 477-6828 ♦ www.SpokaneCleanAir.org

REQUEST FOR PROPOSAL TO PROVIDE INFORMATION TECHNOLOGY SUPPORT SERVICES

Spokane Regional Clean Air Agency (SRCAA)
REQUEST FOR PROPOSAL 2020-001
ISSUED January 31, 2020
PROPOSALS ARE DUE 4:30 p.m., February 26, 2020

SUBMIT COMPLETED APPLICATION TO:

Spokane Regional Clean Air Agency
Attention: Michelle Zernick
3104 E Augusta Ave
Spokane, WA 99207

Phone: (509) 477-4727
mzernick@spokanecleanair.org
www.spokanecleanair.org

PUBLIC NOTICE

REQUEST FOR PROPOSAL: SRCAA INFORMATION TECHNOLOGY SUPPORT SERVICES

The Spokane Regional Clean Air Agency (SRCAA) is requesting proposals from qualified vendors for Information Technology Support Services. SRCAA desires a fully outsourced IT management vendor to provide SRCAA information technology services in the areas of network analysis and technical support, systems support, computer operations support, PC desktop technical support, software integration support, telephone system support, and assistance with emerging technologies and accessories. The qualified vendor will enable SRCAA to significantly improve information technology (IT) effectiveness, enhance its quality of services, minimize its support cost and maximize return on IT investment.

Detailed proposal requirements may be obtained by contacting Michelle Zernick by telephone at (509) 477-4727, by regular mail to SRCAA, 3104 E. Augusta Ave, Spokane, WA 99207, or by email at mzernick@spokanecleanair.org. The full RFP is available on the SRCAA website at www.spokanecleanair.org. Proposals will be accepted at the above address until 4:30 p.m. February 26, 2020.

INSTRUCTIONS AND ADMINISTRATIVE REQUIREMENTS

I. Issuing Agency

This Request for Proposal (RFP) is issued by the Spokane Regional Clean Air Agency (SRCAA).

II. IT Services Request for Proposal (RFP) Specifications

To contract with SRCAA, vendors must be an established legal entity, which includes possessing a Federal Tax Identification Number, as required by IRS regulations, and a Uniform Business Identification Number, required by the Washington State Department of Revenue.

The successful vendor must meet the responsible bidder criteria in RCWs 39.04.010 and 39.04.350. The successful vendor will also be subject to Suspension and Debarment rules per **Title 2, Code of Federal Regulations, Part 180**. Respondents must Review Appendix 1 of the RFP, and complete and return Appendix 2 with submission of the proposal for services by the deadline of 4:30 p.m. February 26, 2020.

III. Procurement Schedule

The following timetable will be utilized for the awarding of a contract for SRCAA's IT services and support:

Proposal Application Available	January 31, 2020
RFP Vendor's Inquiries Due	February 14, 2020 by 4:30 p.m.
Answers to Vendors' Inquiries Released	February 21, 2020
Deadline for Submission	February 26, 2020 at 4:30 p.m.
Discussions with top 3 selected vendors	March 4-11, 2020
Evaluation and Negotiations Completed	March 24, 2020
Contract Award Recommended to SRCAA Board	April 2, 2020

IV. General Instructions

a. Vendors' Inquiries

All vendors' inquiries are due in writing on February 14, 2020 by 4:30 p.m. Questions may be sent via email to:
mzernick@spokanecleanair.org.

No inquiries, written or oral, will be accepted after this date. In order for all potential vendors to be treated equally, all questions raised regarding the Request for Proposal process and the responses made by SRCAA will be made available to all vendors. Written responses to questions received through 4:30 p.m. February 14, 2020 will be posted online at www.spokanecleanair.org no later than February 21, 2020. No further questions will be taken after that time.

b. Deadline for Submittal

All proposal documents (including verification on Appendix 2 that vendor has reviewed Appendix 1) must be completed and received no later than 4:30 p.m. February 26, 2020 at the following address:

Spokane Regional Clean Air Agency
Attention: Michelle Zernick
3104 E Augusta Ave
Spokane, WA 99207

c. Format

Proposal documents may be submitted in any reasonable format not exceeding 15 pages (excluding attachments), as long as all information requested is included. See "Submittal Requirements" below.

Vendors shall submit two (2) complete original hard copies and one (1) electronic copy of the original proposal on a CD or thumb drive.

d. Period of Performance

The period of performance for contracts issued as a result of this RFP process will be for a one-year period (beginning on May 1, 2020 and ending on April 30, 2021). Mutually agreed-upon annual renewals may be made for up to two (2) additional one-year periods. Note that all multi-term SRCAA contracts include a provision for requiring annual appropriation by the SRCAA Board of Directors.

e. Collusion

By submitting a proposal, each prospective Vendor represents and warrants that: 1) its proposal is genuine and not fraudulent or collusive or made in the interest of or on behalf of any person not named therein; 2) the prospective Vendor has not directly induced or solicited any other person to submit a fraudulent proposal or any other person to refrain from submitting a proposal; and 3) the prospective Vendor has not in any manner sought collusion to secure any improper advantage over any other person or Vendor submitting a proposal.

f. Undue Influence

Vendor declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of SRCAA in connection with the award or terms of the Agreement that will be executed as a result of an award of this RFP, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of SRCAA will receive compensation, directly or indirectly, from the vendor, or from any officer, employee or agent of the vendor, in connection with the award of the Agreement or any work to be conducted as a result of the Agreement. Violation of this Section shall be a material breach of the Agreement entitling SRCAA to any and all remedies at law or in equity, including SRCAA reasonable attorney fees and costs.

GUIDELINES FOR VENDORS

I. Introduction

SRCAA is soliciting proposals from qualified professional vendors for Information Technology (IT) support services. The qualified vendor will provide SRCAA IT services in the areas of network analysis and technical support, systems support, computer operations support, PC desktop technical support, software integration support, telephone system support, and assistance with emerging technologies and accessories. The vendor will work in conjunction with the SRCAA Engineering and IT Section Manager as the main point of contact for general infrastructure, equipment, and employee needs. System stability, timely response to system issues and maintenance is of primary importance.

II. Background Information

SRCAA uses a wide variety of systems including but not limited to Windows SQL, Windows Server 2016, Toshiba IP Phone System, Docuware Enterprise Content Management System, and Windows based desktop operating systems. SRCAA uses a Cisco firewall and VPN for remote server contact. SRCAA currently has 20 employees working at one location. The 20 employees require support and are connected through a Cat5E cable network that uses CenturyLink fiberoptic for internet service. There are approximately 26 user workstations and one Windows server. There are currently two network printers, multiple local printers, and one wireless router. Workstations use Office365 software, a custom built Caspio cloud-based database system, and other off the shelf software programs and/or packages are utilized by various staff based on job needs. Field staff will need to routinely access files on the server while in the field. Other staff do need flexibility to work offsite from time to time. SRCAA anticipates steady growth in personnel over the next several years.

III. Scope of Services

With two exceptions, SRCAA desires a fully outsourced IT management vendor to provide proactive and regular IT management and support that supplement the business goals and operations of SRCAA, and other IT related functions. The two exceptions are IT support for the air monitoring

station network and the Spokane Clean Air Database System (SCADS). The following details the minimum services to be provided to SRCAA in the area of information technology services:

a. Desktop Applications Support

Perform basic support functions including installation of PC's, laptops, printers, and software; diagnose and correct desktop application problems in a timely manner; configure laptops and desktops for applications; and identify and correct hardware problems, performing advanced troubleshooting in a timely manner. Assist designated SRCAA personnel with hardware and software purchases as needed. Assist with warranty and other technical support.

b. Server Administration Services

Manage computer network and associated hardware, software, communications, and operating system(s) necessary for the quality, security, performance, availability, recoverability, and reliability of the system. Monitor server performance and capacity management services. Ensure scheduled preventive maintenance for equipment is promptly performed.

c. Network Administration Services

Scope of network administration services includes all SRCAA network equipment including switches, firewalls, routers, Toshiba IP phone system and other security systems. Manage backup and disaster recovery systems for server, e-mail, and telephone system. Information on these systems must be backed up in a secure fashion following industry standards and SRCAA must have access to the backed up information. The scope also includes primary installation and maintenance of printers, group policies, software and system updates (Windows, Office 365, firewall, anti-virus, etc.) as deemed necessary. Monitor network performance and capacity management services.

d. Audio-Visual Equipment Support

SRCAA has a conference room with overhead projector and wired microphone sound system for monthly Board and Committee meetings,

as well as other meetings. Assist with troubleshooting. Assist designated SRCAA personnel with technical support.

e. Security

Maintenance of virus/malware detection and spam reduction programs on SRCAA servers, email, telephone system, and all SRCAA computers and laptops. Perform security audits as requested and notify SRCAA personnel immediately of suspected breaches of security. Assist SRCAA in complying with best practices.

f. Telephone System

Management and maintenance of the VoIP phone system, including server, switches, and phones. Ensure the voicemail to email function is working properly. Assist SRCAA personnel with technical support for the phone system.

g. Information Technology Strategic Planning

Provide technical leadership for all technology issues. Make recommendations for future purchasing and technology needs. Keep SRCAA up to date on new technology changes and uses that will enable SRCAA to increase efficiency and reduce costs. Install equipment including new servers, software, and hardware and transfer data when required. Assist with policy formulation and application.

h. Help Desk Support

End user support must be timely, friendly, and professional. Urgent and emergency support must be available 24/7/365. Routine support must be available Monday – Friday from 8:00 a.m. to 5:00 p.m. for SRCAA employees.

i. End User Training

Provide training for various technologies as needed. This would normally be for common software or hardware used in a business setting or new equipment installed. This can be at the request of SRCAA or when a need is identified by the vendor. This cost for trainings would

be negotiated per training and in addition to the on-going contract services.

j. Onsite Support

Provide regular scheduled and dedicated onsite support to address SRCAA hardware and software issues. Additional onsite support may be needed for major projects.

k. Requirements for SRCAA Records

Preserve original metadata of e-mails and network files while saving contents to electronic files. Vendor must be knowledgeable in Washington State Public Record Laws. SRCAA staff must be able to conduct keyword searches on active and archived e-mail and network files of current and former employees in order to fulfill public records requests.

l. Computer Inventory and Disposal

Vendor must provide monthly hardware inventory reporting. Disposal of surplus electronic equipment must be coordinated with the Finance and Human Resources Section Manager and comply with SRCAA Board adopted policies.

IV. Submittal Requirements

The following information shall be required in the RFP submittal:

- Letter of Transmittal, to include:
 - Company name, address, telephone number and electronic mail address of the vendor submitting the proposal.
 - Copy of current W-9.
 - Briefly state your understanding of the services to be performed and make a positive commitment to provide the services as specified.

- Provide a statement which includes the language “proposal and cost schedule shall be valid and binding for ninety (90) days following proposal due date and will become part of the contract that is negotiated with SRCAA.”
- General Vendor Information, to include:
 - Length of time in business.
 - Total number of clients and total number of public sector clients.
 - Number of full-time personnel and number specifically assigned for customer support. Identify names and major certifications of key personnel who will actually provide the information technology services. Summarize the experience and technical expertise of these staff. The local availability of the staff providing these services will be an important consideration.
 - Location of the office that would service our account.
- Describe your approach to providing these services and your methodology for providing ongoing support.
- Provide the name, title, address, and contact information of three (3) references of clients for whom you have provided similar services. Please provide information referencing the actual services provided, customer size (number of users), and the length of time you have provided services to this client.
- Support Services – Please answer the following:
 - Is help desk support available?
 - When is support available? (Indicate xx a.m. to xx p.m. and the days of the week.)
 - What is the normal response time for support and/or help desk requests?

- How are emergency issues requiring support outside of regular weekday hours addressed?
- Describe your problem escalation process, including:
 - Initial problem identification.
 - Determination of priority and severity of problem.
 - Steps for resolving problem escalation when a solution is not forthcoming or an implemented solution is unsatisfactory.
- Indicate your response time goals and your statistics regarding meeting that goal.
- Beyond the scope of the RFP, what services (related or otherwise) does your organization provide that could benefit and/or may be of interest to SRCAA?
- Cost of Services:
 - All fees should be set for an annual term to be billed monthly, and clearly state that in the proposal. The proposal must clearly identify what is provided for the cost and limits to the services provided such as a limit on the number of support/help desk hours per month.
 - Define any additional charges (e.g. travel expenses).
 - Define any tiers of service and costs associated with those tiers.
 - How are charges for additional services documented and tracked?
- Completed and signed verification on Appendix 2 Summary Sheet form

V. Evaluation and Criteria Process

Staff will make a recommendation to the SRCAA Board of Directors for award of the contract. Staff will evaluate and rate each submittal based upon the following criteria:

Evaluation Table	% of Points
Experience & personnel qualifications	20%
Understanding of SRCAA's needs and services to be provided	15%
Compatibility with end users and SRCAA staff needs	10%
Satisfaction of clients/end users	10%
Availability/Response time	15%
Cost (support/maintenance) & remediation	30%

The contract shall be awarded to the qualified vendor whose proposal is most advantageous to SRCAA with price and other factors considered. SRCAA may reject any and all proposals for good cause and request new proposals.

VI. Contract

SRCAA anticipates a one-year contract that will be renewable for up to an additional two (2) one-year periods. Renewal of the contract will require SRCAA Board reauthorization. All fees should be set for an annual term to be billed monthly, and clearly state that in the proposal. The proposal must clearly identify what is provided for the cost and limits to the services provided such as a limit on the number of support/help desk hours per month. SRCAA expects all submitting vendors to consent to the SRCAA Scope of Work and Specifications. Exceptions desired must be noted in the proposal submittal. SRCAA reserves the right to revise the stated contract terms and conditions prior to contract signature. Note that as a public agency, SRCAA is subject to an annual appropriation process by the SRCAA Board of Directors.

VII. Termination of Contract

A. Termination for Cause. In the event of a material breach, the non-breaching party may terminate the contract with no advance notice.

B. Termination Without Cause. The contract may be terminated by mutual agreement in writing or it may be terminated for any reason or no reason at any time by either party by delivery of a ninety (90) day written notice to the other party.

C. For a period of 60 days after termination, the vendor shall provide access to all SRCAA data/information and backups to SRCAA in a usable format, generally the native format in which the data/information is stored. The records will be made available to SRCAA through a complete and secure (i.e. encrypted and appropriated authenticated) download. The vendor shall be available throughout this period to answer questions about data schema, transformations, and other elements required to fully understand and utilize SRCAA's data/information and backups. After such sixty (60) day period, vendor and its hosted service vendor shall have no obligation to maintain or provide any of SRCAA's data/information and shall thereafter, unless legally prohibited, delete in such a manner as prevents recovery through normal/laboratory means, all of SRCAA's data/information in its systems or otherwise in its possession or under its control.

VIII. Inquiries

Inquiries regarding this RFP should be directed to:

Spokane Regional Clean Air Agency
RFP-2020-001 - IT Support Services
Attention: Michelle Zernick
3104 E Augusta Ave
Spokane, WA 99207
Phone: (509) 477-4727 ext 117
Email: mzernick@spokanecleanair.org

IX. Submission Instructions

SRCAA reserves the right to request additional written or oral information to supplement all written statements of qualifications or proposals.

Submit all material no later than February 26, 2020 at 4:30 p.m. to:

Spokane Regional Clean Air Agency
RFP-2020-001 - IT Support Services
Attention: Michelle Zernick
3104 E Augusta Ave
Spokane, WA 99207

X. RFP Amendments

SRCAA reserves the right to change the schedule or issue amendments to the RFP at any time. SRCAA also reserves the right to cancel or reissue the RFP.

XI. Vendor's Cost to Develop Proposal

Costs for developing proposals in response to the RFP are entirely the obligation of the vendor and shall not be chargeable in any manner to SRCAA.

XII. Withdrawal of Proposals

Proposals may be withdrawn at any time prior to the submission time specified in this RFP, provided notification is received in writing. Proposals cannot be changed or withdrawn after the time designated for receipt.

XIII. Rejection of Proposals – Waiver of Informalities or Irregularities

SRCAA reserves the right to reject any or all proposals, to waive any minor informalities or irregularities contained in any proposal, and to accept any proposal deemed to be in the best interest of SRCAA.

XIV. Single Response

A single response to the RFP may be deemed a failure of competition, and in the best interest of SRCAA this RFP may be terminated, reissue advertisement, or SRCAA may choose to negotiate with submitting vendor.

XV. Proposal Validity Period

Submission of the proposal will signify the vendor's agreement that its proposal and the content thereof are valid for 90 days following the submission deadline and will become part of the contract that is negotiated between SRCAA and the successful vendor.

XVI. Documents Submitted in Response to the Request for Proposal

Under Washington state law, the documents (including but not limited to written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions thereof) submitted in response to this request for proposals (the "documents") become a public record upon submission to SRCAA, subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law. If SRCAA receives a request for inspection or copying of any such documents provided by a vendor in response to this RFP within three (3) years of contract award date, it will promptly notify the vendor at the address given in response to this RFP that it has received such a request. Such notice will inform the vendor of the date SRCAA intends to disclose the documents requested and affording the vendor a reasonable opportunity to obtain a court order prohibiting or conditioning the release of the documents. SRCAA assumes no contractual obligation to enforce any exemption.

XVII. Contract Award and Execution

SRCAA reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be initially submitted on the most favorable terms the vendors can offer. It is understood that the proposal will become a part of the official file on this matter without obligation to SRCAA.

SRCAA reserves the right to request clarification of information submitted and to request additional information from any vendor.

Any proposal may be withdrawn up until the date and time set above for opening of the proposals. Any proposal not so timely withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days to offer SRCAA the services described in the attached specifications, or until one or

more of the proposals have been approved by SRCAA administration, whichever occurs first.

The general conditions and specifications of the RFP and as proposed by SRCAA and the successful vendor's response, as amended by agreements between SRCAA and the vendor, will become part of the contract documents. Additionally, SRCAA will verify vendor representations that appear in the proposal. Failure of the vendor's products to meet the mandatory specifications may result in elimination of the vendor from competition or in contract cancellation or termination.

The vendor selected as the apparently successful vendor will be expected to enter into a contract with SRCAA. SRCAA reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this RFP.

If the selected vendor fails to sign the contract within five (5) business days of delivery of the final contract, SRCAA may elect to cancel the award and award the contract to the next highest-ranked vendor.

XVIII. Defense, Indemnification, Hold Harmless and Insurance Requirements

Indemnification / Hold Harmless

The contract presented to the successful vendor will contain mandatory language in substantially the following form:

The Contractor shall defend, indemnify and hold SRCAA, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of SRCAA.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and SRCAA, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification

provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

Insurance

The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors.

No Limitation. Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit SRCAA's recourse to any remedy available at law or in equity.

Minimum Scope of Insurance

Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or the equivalent and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. SRCAA shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for SRCAA.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the state of Washington.
4. Cyber Liability coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.
3. Cyber Liability insurance shall be written with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. The Contractor's insurance coverage shall be primary insurance as respect SRCAA. Any Insurance, self-insurance, or insurance pool coverage maintained by SRCAA shall be excess of the Contractor's insurance and shall not contribute with it.
2. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to SRCAA.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage

Contractor shall furnish SRCAA with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.

F. Subcontractors

Contractor shall ensure that each subcontractor of every tier obtain at a minimum the same insurance coverage and limits as stated herein for the Contractor. Upon request from SRCAA, the Contractor shall provide evidence of such insurance.

XIX. Equal Opportunity Compliance

SRCAA is an equal opportunity employer and requires all Vendors to comply with policies and regulations concerning equal opportunity.

The Vendor, in the performance of this Agreement, agrees not to discriminate in its employment because of the employee's or vendor's race, color, religion, national origin, ancestry, sex, sexual preference, age, physical or mental disability or any other characteristic protected by federal, state or local law. The Vendor agrees that it will comply with all

federal, state and local non-discrimination laws and regulations in effect at the time this Agreement is in effect.

XX. Other Compliance Requirements

In addition to nondiscrimination and affirmative action compliance requirements previously listed, the Vendor awarded a contract shall comply with federal, state and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health, environmental protection, waste reduction and recycling, the protection of natural resources, permits, fees, taxes, and similar subjects. See Appendix 1 for Exhibits A & B, and review Title VI language prescribed for contracts using Federal Funds. Respondent must verify in Appendix 2 that Appendix 1 has been reviewed prior to submission of proposal by 4:30 p.m. February 26, 2020.

XXI. Debarment and Suspension

Recipient shall fully comply with Subpart C of 2 C.F.R. Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business With Other Persons," as implemented and supplemented by 2 C.F.R. Part 1532. Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 C.F.R. Part 180, entitled "Covered Transactions," and 2 C.F.R. § 1532.220, includes a term or condition requiring compliance with 2 C.F.R. Part 180, Subpart C. Recipient is responsible for further requiring the inclusion of a similar term and condition in any subsequent lower tier covered transactions. Recipient acknowledges that failing to disclose the information required under 2 C.F.R. § 180.335 to SRCAA may result in the delay or negation of this agreement, or pursuance of administrative remedies, including suspension and debarment. Recipients may access the System for Award Management (SAM) exclusion list at <https://sam.gov/SAM/> to determine whether an entity or individual is presently excluded or disqualified.

XXII. Ownership of Documents

Any reports, studies, conclusions, and summaries prepared by the Vendor shall become the property of SRCAA.

XXIII. Confidentiality of Information

All information and data furnished to the Vendor by SRCAA, and all other documents to which the Vendor's employees have access during the term of the contract, shall be treated as confidential to SRCAA. Any oral or written disclosure to unauthorized individuals is prohibited.

APPENDIX 1

Exhibit A Title VI Assurances

During the performance of this contract, Vendor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Vendor”), agree as follows:

1. Compliance with Regulations

Vendor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Spokane Regional Clean Air Agency (hereinafter referred to as SRCAA), , as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination

Vendor, with regard to the work performed during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Vendor shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by Vendor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Vendor of Vendor’s obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

4. Information and Reports

Vendor shall provide all information and reports required by the Regulations

or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by SRCAA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, Vendor shall so certify to SRCAA, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance

In the event of Vendor's noncompliance with the nondiscrimination provisions of this contract, SRCAA shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

- Withholding of payments to Vendor under the contract until complies; and/or
- Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions

Vendor shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. Vendor shall take such action with respect to any subcontractor or procurement as SRCAA may direct as a means of enforcing such provisions including sanctions for noncompliance.

Provided, however, that in the event a Vendor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Vendor may request SRCAA enter into such litigation to protect the interests of SRCAA.

Exhibit B General

Vendors must comply with the following statutes and regulations.

1. Title VI of the Civil Rights Acts of 1964 provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. The Act goes on to explain that the statute shall not be construed to authorize action with respect to any employment practice of any employer, employment agency, or labor organization (except where the primary objective of the Federal financial assistance is to provide employment).
2. Section 504 of the Rehabilitation Act of 1973 provides that no otherwise qualified individual with a disability in the United States shall solely by reason of disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Employment discrimination on the basis of disability is prohibited in all such programs or activities.
3. The Age Discrimination Act of 1975 provides that no person on the basis of age shall be excluded from participation under any program or activity receiving Federal financial assistance. Employment discrimination is not covered. Age discrimination in employment is prohibited by the Age Discrimination in Employment Act administered by the Equal Employment Opportunity Commission.
4. The Executive Order 13166 (E.O. 13166) entitled; "Improving Access to Services for Persons with Limited English Proficiency" requires Federal agencies work to ensure that recipients of Federal financial assistance provide meaningful access to their vendor.

APPENDIX 2

SUMMARY SHEET TO BE SUBMITTED WITH PROPOSAL

Vendor Name: _____

Vendor Parent or Ownership: _____

Vendor Address: _____

Vendor Telephone Number: _____

Vendor Fax Number: _____

Number of years in existence: _____

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**Management Confirmation that Vendor has reviewed Exhibits A and B in the
Appendix 1 of the SRCAA RFP 2020-001 regarding Federal requirements:**

Name: _____ Title: _____

Signature: _____ Date: _____

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Management person responsible for direct contact with SRCAA and services for
this Request for Proposal (RFP):

Name: _____ Title: _____

Telephone: _____ Fax: _____

Email: _____

Name: _____ Title: _____

Telephone: _____ Fax: _____

Email: _____

[illegible]

SRCAA RFP 2020-001