



Request for Proposal

RFP No. 25-CR-LEGAL	Revision No. 0	Quality Level N/A	Issued Date: February 3, 2025
Issued by: Pacific Northwest Hydrogen Association (PNWH2) 2801 George Washington Way Richland, WA 99354		Procurement Specialist: Name: Cody Reynolds Telephone Number: (509) 578-5021 Email: proposals@pnwh2.com	

Payment Terms: NET 30	Estimate Service Start Date: March 7, 2025
Due Date: <u>February 21, 2025</u>	Anticipated Contract Type: Time & Materials

Yes No - Offeror certifies the proposal pricing includes all applicable taxes; additional taxes will not be charged with final invoice.

Offer		
We offer to sell the items (or alternate items as specified) at the prices indicated, on the terms and conditions stated and the referenced General Provisions which will be a part of any resulting contract.		
Offeror shall sign and return with the submitted response		
Firm Name	Telephone Number	Fax Number
Offer Date	Email Address	
Name	Title	
Signature		

The Pacific Northwest Hydrogen Association (PNWH2) is soliciting responses for Legal Services for the proposed PNWH2 services as detailed in Attachment A.

STATEMENT OF WORK

The attached Statement of Work titled, “STATEMENT OF WORK for LEGAL SERVICES FOR THE PACIFIC NORTHWEST HYDROGEN ASSOCIATION” outlines the services required.

US Citizen or Valid US Green Card Holder

Seller acknowledges that only US Citizens or valid US Green Card Holders will be used in the performance of this subcontract. Use of US Green Card Holders may require additional authorization. All work must be performed in the US unless otherwise authorized.

CONTRACT CONTENTS

Each response submitted shall include a statement of acceptance for the following Vendor Service Agreement: PNWH2 Vendor Service Agreement, apply and are attached (Attachment C).

INSURANCE

As required in the referenced Attachment C - Exhibit 2, a valid insurance certificate must be provided prior to any work performed.

PERFORMANCE SCHEDULE ASSUMPTIONS

Offerors shall use the following assumptions in preparation of responses. Offerors shall provide a detailed list of all assumptions applicable to this response.

- Assume a start date of March 7, 2025

PNWH2 PROCUREMENT REPRESENTATIVE

The PNWH2 Procurement Representative, Cody Reynolds, is the sole point of contact for any communications or questions regarding this acquisition.

ORGANIZATIONAL CONFLICTS OF INTEREST DISCLOSURE – ADVISORY AND ASSISTANCE SERVICES

- A. “Organizational conflict of interest” means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to PNWH2 or the Government, or the person’s objectivity in performing the resulting contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- B. An offeror shall provide the statement described in Paragraph C of this provision. The requirements of this provision apply individually to any of the offeror’s proposed consultants or contractors that are to furnish advisory and assistant services under the resulting contract.
- C. The statement must contain the following:
 1. A statement of any past (within the past 12 months), present, or currently planned financial, contractual, organizational, or other interests relating to the performance of the statement of work. For contractual interests, such statement must include the name, address, telephone number of the client or client(s), a description of the services rendered to the previous client(s), and the name of a responsible officer or employee of the offeror who is knowledgeable about the services rendered to each client, if, in the 12 months preceding the date of the statement, services were rendered to PNWH2, the Government, or any other client (including a foreign government or person) respecting the same subject matter of the instant solicitation, or directly relating to such subject matter. The agency and contract number under which the

services were rendered must also be included, if applicable. For financial interests, the statement must include the nature and extent of the interest and any entity or entities involved in the financial relationship. For these and any other interests enough such information must be provided to allow a meaningful evaluation of the potential effect of the interest on the performance of the statement of work.

2. A statement that no actual or potential conflict of interest or unfair competitive advantage exists with respect to the advisory and assistance services to be provided in connection with the instant contract or that any actual or potential conflict of interest or unfair competitive advantage that does or may exist with respect to the contract in question has been communicated as part of the statement required by Paragraph B of this provision.
- D. Failure of the offeror to provide the required statement may result in the offeror being determined ineligible for award. Misrepresentation or failure to report any fact may result in the assessment of penalties associated with false statements or such other provisions provided for by law or regulation.

ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES	
Issue Request for Proposal	February 3, 2025
Question & answer period	February 3, 2025 through February 13, 2025
Answers issued no later than	February 18, 2025
Responses due	February 21, 2025
Evaluate responses	February 24, 2025 through February 28, 2025
Announce “Apparent Successful Offerors” and send notification via e-mail to unsuccessful Respondents	March 4, 2025
Hold debriefing conferences (if requested)	Tentatively March 4, 2025 through March 7, 2025
Negotiate contract	March 7, 2025
Earliest date contract may be signed	Tentatively March 7, 2025 through March 21, 2025

SUBMISSION OF PROPOSALS

Proposals should be prepared simply and economically, and provide a straightforward, concise delineation of the information required to be furnished. Emphasis should be on completeness and clarity.

Each proposal submitted must include:

Volume I – Technical:

Technical & Management Approach

1. The Offeror shall submit a Technical Proposal that provides, but is not limited to, the offeror's approach to performance of the services outlined in the Attachment A.

Past Performance

1. Provide two (2) past performance projects within the last 5 years (Attachment D) – subcontractors' past experience in providing services of a similar nature and magnitude to their proposed services, and reference information.

Capacity of Workforce

1. Provide a description of the proposed project team structure and internal controls to be used during the project, including any subcontractors if applicable.
2. List any subcontractors you may want to include to complete your roster of services. Describe what services each would provide and their qualifications.
3. Provide a description of the offerors ability to complete the roster of services on the same or similar scopes of work occurring at the same time.
4. Provide the name and resume of the person who will be the lead contact for this project. Provide names and resumes for other involved staff, including information on that individual's particular skills, education, experience, significant accomplishments, and any other information relevant to this project.

Offerors shall not include cost information in Volume I – Technical.

Volume II – Cost and Contractual

1. Complete Rate Spreadsheet

i. CONTRACT METHODOLOGY

- (a) Describe the method and contract type proposed for the performance of services. (examples include Time and Materials, Retainer, etc.)
- (b) Describe the value proposition for the proposed method and contract type.

ii. IDENTIFICATION OF RATES – if contracting method proposed is based on hourly rates.

- (a) Provide a list of labor categories and rates to be used on this contract. Labor categories should be inclusive of any work expected to be performed as part of performance of the services outlined in the Attachment A and not limited to Work Order 1
- (b) Provide a description of labor categories including skills and experience.

2. Complete Cost Spreadsheet (Attachment F) for Work Order 1 (Attachment E)

i. IDENTIFICATION OF COSTS

- (a) **The quotations section must clearly identify the complete, total cost for all services anticipated under the proposed contract.** Stating your commitment to stay below a maximum amount is not acceptable. Failure to clearly identify the complete, total cost may result in disqualification.
- (b) In addition to the total cost, the quote must also identify the full cost by year for each and every proposed task as identified in the scope. Each task shall be broken down by individual elements

as described below in order to allow reviewers to determine the reasonableness of the quote if proposed on a by hour basis such as time and materials.

- (c) The quote must identify the number of hours proposed, the cost per hour, and extended cost by employee or labor category as appropriate.
- (d) The quote must identify all non-labor items (including materials, equipment, supplies, other direct costs, etc.) by resource including quantities, rate, and extension, etc. as appropriate.
- (e) Costs for work to be completed by subcontractors must be separately and clearly identified. Note if any subcontractors are certified small businesses (SB) – including the distinct subsets of veteran-owned small businesses (VOSB), service-disabled veteran-owned small businesses (SDVOSB), HUBZone small businesses, small disadvantaged businesses (SDB) (including ANC and Indian tribes), nonANC Indian tribes, women-owned small businesses (WOSB), and the AbilityOne Program (AOP). Please note, this project is federally funded; therefore, all subawards must comply with federal regulations. If you plan to subcontract work, clearly identify the work intended to be subcontracted and the related cost. However, you are not allowed to select or enter into any contract with any subcontractors until you have reviewed all state and federal requirements.
- (f) Contractors are required to collect and pay state and federal taxes as applicable. All Taxes, duties, tariffs and other government fees are required to be listed separately.
- (g) Contractors are required to include all travel costs. Included costs shall be in compliance with Federal Travel Regulations. Travel should include a detailed estimate by trip indicating origin, destination, purpose of travel, number of trips and number of travelers.
- (h) Contractors are required to include all indirect costs as applicable. Contractors should clearly identify how any included indirect cost is applied.
- (i) Contractors must identify contingency for the total costs. Contractors should describe the methodology, basis, and justification for the contingency value.
- (j) All quoted costs must be fully inclusive amounts. This includes all costs associated with the particular staff that will be assigned to the project, all administrative costs, all non-labor costs, all travel costs, and any other applicable fees necessary for and/or incidental to the performance of the contract. The quote must include the total, complete cost of tasks identified in the scope.

3. Completed Certifications and Assurance form (Attachment G) including any proposed modifications to the draft services contract or NDA (Attachment B & C)

PROPOSALS MUST BE RECEIVED BY 4:30 PM PST ON February 21, 2025, and shall be valid for a minimum of 90 days.

Responses are to be submitted via Email to proposals@pnwh2.com with a subject line that includes the words "Response to RFP 25-CR-LEGAL"

CONTRACT AWARD

PNWH2 reserves the right to make an award without further discussion of the Response submitted. Therefore, the Response should be submitted initially on the most favorable terms possible. PNWH2 reserves the right to contact Respondents for clarification of its Response.

The Contractor should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some, or all, of the Response. The Response will become a part of the official procurement file on this matter without obligation to PNWH2.

The Apparent Successful Contractor will be expected to enter into a contract which is substantially the same as the example contract and its general terms and conditions attached as Attachment B. In no event is a Respondent to submit its own standard contract terms and conditions in response to this solicitation. The Respondent may submit proposed edits as allowed in the Certifications and Assurances section, Attachment G to this RFP. PNWH2 will review requested edits and accept or reject the same at its sole discretion.

PNWH2 may:

- A. Reject any or all proposals;
- B. Request clarification of minor irregularities, informalities or apparent clerical mistakes;
- C. Waive minor irregularities, informalities or apparent clerical mistakes in offers received
- D. Accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the proposal;
- E. Award multiple contracts as a result of this solicitation;
- F. Reject a proposal as non-responsive if the prices proposed are materially unbalanced between line items or sub-line items. A proposal is materially unbalanced when it is based on prices significantly less than prices for some items and prices which are significantly overstated in relation to prices for other items, and if there is a reasonable doubt that the proposal will result in the lowest overall price to PNWH2 even though it may be the lowest evaluated proposal, or if it is so unbalanced as to be tantamount to allowing an advance payment;
- G. Conduct site visits to the home or field offices of offerors determined to be in the competitive range (offerors will be notified with the date and time of arrival, an outline of the duration of the visit and any assistant/information required);
- H. Require oral presentations from any or all offerors, determined to be in the competitive range (offerors will be notified of the time and place for such presentation);
- I. Request oral and/or written discussions;
- J. Determine a competitive range, including all proposals that are judged to have a reasonable chance of being selected for award, and negotiate with all offerors within it. (In the event a competitive range is determined, it will be based solely on PNWH2's judgment, and Best and Final Offers will be requested at the conclusion of negotiations); or
- K. Negotiate only with a single offeror to further reduce the price paid if, in the judgment of PNWH2 after a review of the technical and price offers, only one offeror has a reasonable chance of being selected for award.
- L. Funding is fully obligated for this action. However, contract award is subject to Availability of Funds at the time of award.

ENCLOSURES

- Attachment A – Statement of Work
- Attachment B – Vendor Services Agreement
- Attachment C – Nondisclosure Agreement
- Attachment D – Past Performance Questionnaire
- Attachment E – Work Order 1
- Attachment F – Cost Estimate Worksheet
- Attachment G – Certifications and Assurances
- Attachment H – Evaluation Basis