

Proposal Stage Memorandum of Understanding

This Proposal Stage Memorandum of Understanding is between the State of Washington Department of Enterprise Services (hereinafter "DES") and the design-build competition finalist named _____ (hereinafter "Candidate").

Having previously reviewed qualifications presented by the Candidate, DES hereby agrees to review and consider the Candidate's future proposal to design and build the new Pierce County Readiness Center at Camp Murray, so long as that proposal is presented in accordance with the requirements listed in the Request for Proposal (RFP) document prepared by DES and already now reviewed by the Candidate.

The Candidate hereby attests that it has had ample opportunity to review DES's RFP document and the Candidate is now committed to fully and completely respond to it by the deadline time and date stated in that RFP.

It is mutually agreed by DES and the Candidate that the deadline date for DES receipt of design-builder proposals will not be changed unless by mutual consent.

Except in the instance of cancellation of the project by DES, in return for a proposal from the Candidate that fully satisfies the requirements of the RFP, if the Candidate is not awarded the design-build services contract, DES promises to pay the Candidate the lump sum honorarium amount of \$50,000.00. Any such honorarium payment will be made after the design-builder selection process has been completed and after a contract for design-build services has been fully executed with the winning proposer.

If for any reason DES should cancel the Pierce County Readiness Center project before a contract for design-build services has been executed, DES agrees to reimburse the Candidate for reasonable and actual expenses incurred toward the preparation of the herein authorized design-builder proposal, up to a maximum reimbursement of \$50,000.00.

In exchange for DES payment to the Candidate for proposal work performed, Candidate agrees to relinquish all proposal work product to DES for DES to review, copy, distribute, and potentially use for its Pierce County Readiness Center project, even though the Candidate may not become signatory to a design-build services contract with DES, so long as the work product is not patented or otherwise protected as a uniquely proprietary work product.

Mutually agreed this date of _____ by:

(Design Build Candidate)

State of Washington,
Department of Enterprise Services

(Signature, Authorized Candidate representative)

(Signature, Authorized DES Representative)

(Print name and title, Authorized Candidate rep)

Yelena Semenova, Program Manager
(Authorized DES Representative)