

**UNIVERSITY OF WASHINGTON**  
Office of Public Records and Open Public Meetings  
4311 11<sup>th</sup> Ave NE Suite 360, Seattle, WA 98105  
Campus Mail: Box 354997

**Prepared for release:**

**Tuesday, September 02, 2008**

Jason Mercier  
Center for Government Reform  
Washington Policy Center  
924 Capitol Way S Suite 218  
Olympia, WA 98501

RE: Public Records request #08-11239

Dear Mr. Mercier:

The following is provided in response to Public Records request #08-11239, in which you requested a copy of the Robert Longman Consulting contract.

The records responsive to your request from the University of Washington are enclosed as provided by the Public Disclosure Laws of Washington State. This concludes the University's response to your Public Records request. Please feel free to contact our office if you have any questions or concerns.

Sincerely,



Madolynne Lawson  
Office of Public Records

Office Number: (206) 543-9180  
Email: [pubrec@u.washington.edu](mailto:pubrec@u.washington.edu)

Encl.



# UNIVERSITY OF WASHINGTON

## CHANGE ORDER

TO: ROBERT A LONGMAN  
5725 HEIGHTS LANE NE  
OLYMPIA

WA 98506

Date	06/02/08	DL	455253
DELIVERY RESTRICTIONS: See #15 OF GENERAL TERMS AND CONDITIONS	Ship To: CAPITAL PROJECTS OFFICE OF STATE RELATIONS 214 GERBERDING HALL SEATTLE	351244	WA 98195-1244
Terms:	NET 30 DAYS		
FOB:			
Via:			
Delivery Date:		(Except as noted below*)	
THIS ORDER IS SUBJECT TO UNIVERSITY OF WASHINGTON GENERAL TERMS AND CONDITIONS AVAILABLE AT: <a href="http://www.washington.edu/admin/purchstores/dpcs">http://www.washington.edu/admin/purchstores/dpcs</a>			

Item No.	Description	Quantity	Unit	Unit Price	Del. Date*
	<p>This order is hereby issued to modify and amend our order 455253, dated 10/31/07, to change as follows:</p> <p>THIS CHANGE ORDER ISSUED TO INCREASE THE TOTAL CONTRACT AMOUNT BY AN ADDITIONAL \$25K. THE NEW NOT-TO-EXCEED DOLLAR AMOUNT FOR THIS CONTRACT \$50,000</p> <p>CHANGE ORDER ISSUED TO EXTEND PERIOD SERVICE 11/7/07- 06/30/09.</p> <p>PURCHASE ORDER NOT TO EXCEED \$50,000.00</p> <p>ALL OTHER TERMS AND CONDITIONS TO REMAIN THE SAME.</p>				

16-9200

250265-01

**BILLING INSTRUCTIONS:**  
Mail two (2) copies of invoice(s) to:  
ACCOUNTS PAYABLE  
3917 UNIVERSITY WAY N.E.  
UNIVERSITY OF WASHINGTON  
SEATTLE, WA 98105-6692

**PAYMENT QUESTIONS:**  
Call ACCOUNTS PAYABLE  
at 206-843-4500  
FAX 206-685-8018  
Email: sphelp@u.washington.edu

NOTE: Refer to our Purchase Order Number .

455253

on All correspondence.

Purchasing Agent

All other correspondence to:  
PURCHASING DEPARTMENT  
UNIVERSITY OF WASHINGTON  
BOX 351110  
SEATTLE, WA 98195-1110

DAWN LAKE

(206) 543-0814

# COPY



UNIVERSITY OF WASHINGTON

CHANGE ORDER

Date		Purchase Order Number
03/18/08	DL	455253

DELIVERY RESTRICTIONS: See #16 OF GENERAL TERMS AND CONDITIONS	Ship To:	351244
	GOVT RELATIONS DOF OFFICE OF STATE RELATIONS 214 GERBERDING HALL SEATTLE	WA 98195-1244

TO: ROBERT A LONGMAN  
5725 HEIGHTS LANE NE  
OLYMPIA WA 98506

Terms: NET 30 DAYS  
FOB:  
Via:  
Delivery Date: (Except as noted below\*)

THIS ORDER IS SUBJECT TO UNIVERSITY OF WASHINGTON  
GENERAL TERMS AND CONDITIONS AVAILABLE AT:  
<http://www.washington.edu/admin/purchstores/docs>

Item No.	Description	Quantity	Unit	Unit Price	Del. Date*
	<p>This order is hereby issued to modify and amend our order 455253, dated 10/31/07, to change as follows:</p> <p>CHANGE ORDER ISSUED TO INCREASE THE TOTAL CONTRACT VALUE BY AN ADDITIONAL \$15K; THE NEW NOT-TO-EXCEED DOLLAR AMOUNT FOR THE CONTRACT IS \$25,000-</p> <p>CHANGE ORDER ISSUED TO EXTEND PERIOD SERVICE 11/7/08- 12/31/08</p> <p>PURCHASE ORDER NOT TO EXCEED \$25,000.00</p> <p>ALL OTHER TERMS AND CONDITIONS TO REMAIN THE SAME.</p>				

**BILLING INSTRUCTIONS:**  
Mail two (2) copies of invoice(s) to:  
ACCOUNTS PAYABLE  
3917 UNIVERSITY WAY N.E.  
UNIVERSITY OF WASHINGTON  
SEATTLE, WA 98105-6692

**PAYMENT QUESTIONS:**  
Call ACCOUNTS PAYABLE  
at 206-543-4500  
FAX 206-685-8018  
Email: [aphelp@u.washington.edu](mailto:aphelp@u.washington.edu)

All other correspondence to:  
PURCHASING DEPARTMENT  
UNIVERSITY OF WASHINGTON  
BOX 351110  
SEATTLE, WA 98195-1110

74-4450

250265-01

NOTE: Refer to our Purchase Order Number

455253

on All correspondence.

Purchasing Agent

DAWN LAKE

(208) 543-0814





UNIVERSITY OF WASHINGTON

CONFIRMING ORDER

Date		Purchase Order Number
10/31/07	DL	455253

DELIVERY RESTRICTIONS: See #15 OF GENERAL TERMS AND CONDITIONS	Ship To:	351244
	GOVT RELATIONS DOF OFFICE OF STATE RELATIONS 214 GERBERDING HALL SEATTLE	WA 98195-1244

TO: ROBERT LONGMAN CONSULTING  
5725 HEIGHTS LANE NE  
OLYMPIA WA 98506

Terms: NET 30 DAYS  
FOB:  
Via:  
Delivery Date: (Except as noted below\*)

THIS ORDER IS SUBJECT TO UNIVERSITY OF WASHINGTON  
GENERAL TERMS AND CONDITIONS AVAILABLE AT:  
<http://www.washington.edu/admin/purchstore/docs>

Item No.	Description	Quantity	Unit	Unit Price	Del. Date*
001	<p>This is a Confirming Order. Do not duplicate.</p> <p>NOTE: The attached Standard Contractual Provisions (rev. pb) are part of this Purchase Order.</p> <p>The following Terms and Conditions shall apply to this order. In the event of a conflict, the following priority shall apply:</p> <ol style="list-style-type: none"> <li>Face of the purchase order</li> <li>Standard Contractual Provisions (attached) (rev. pb)</li> <li>Robert Longman Consulting Contract</li> </ol> <p>CONSULTANT TO PROVIDE LEGISLATIVE DRAFTING AND FISCAL ANALYSIS RELATED TO THE 2008 REQUEST FOR STATE FINANCIAL ASSISTANCE TO REMODEL HUSKY STADIUM.</p> <p>PURCHASE ORDER NOT TO EXCEED \$10K PERIOD OF SERVICE 11/1/07 THROUGH 3/31/07 UW DEPT CONTACT: RANDY HODGINS 206.543-7640</p> <p>PURCHASE ORDER NOT TO EXCEED \$10,000.00</p> <p>To acknowledge acceptance, please sign and return one copy of this contract.</p> <p>(CONTINUED)</p>	1	LOT		

74-4450

250265-01

**BILLING INSTRUCTIONS:**  
Mail two (2) copies of invoice(s) to:  
ACCOUNTS PAYABLE  
3917 UNIVERSITY WAY N.E.  
UNIVERSITY OF WASHINGTON  
SEATTLE, WA 98105-6692

**PAYMENT QUESTIONS:**  
Call ACCOUNTS PAYABLE  
at 206-543-4500  
FAX 206-685-8018  
Email: [aphelp@u.washington.edu](mailto:aphelp@u.washington.edu)

All other correspondence to:  
PURCHASING DEPARTMENT  
UNIVERSITY OF WASHINGTON  
BOX 351110  
SEATTLE, WA 98195-1110

NOTE: Refer to our Purchase Order Number  
455253  
Purchasing Agent

on All correspondence.

*See Page 2 for signature*

DAWN LAKE (206) 543-0814



UNIVERSITY OF WASHINGTON

CONFIRMING ORDER

TO: ROBERT LONGMAN CONSULTING

Date		Purchase Order Number
10/31/07	DL	455253

DELIVERY RESTRICTIONS: See #15 OF GENERAL TERMS AND CONDITIONS	Ship To:	351244
	GOVT RELATIONS DOF OFFICE OF STATE RELATIONS 214 GERBERDING HALL SEATTLE	WA 98195-1244

Terms: NET 30 DAYS  
 FOB:  
 Via:  
 Delivery Date: (Except as noted below\*)

THIS ORDER IS SUBJECT TO UNIVERSITY OF WASHINGTON  
 GENERAL TERMS AND CONDITIONS AVAILABLE AT:  
<http://www.washington.edu/admin/purchstore/docs>

Item No.	Description	Quantity	Unit	Unit Price	Del. Date*
	PAGE 2				
Agreed & Accepted By: <u>Robert Longman</u> Title: <u>Consultant</u> Date: <u>10/31/07</u>					

74-4450

250265-01

**BILLING INSTRUCTIONS:**  
 Mail two (2) copies of invoice(s) to:  
 ACCOUNTS PAYABLE  
 3917 UNIVERSITY WAY N.E.  
 UNIVERSITY OF WASHINGTON  
 SEATTLE, WA 98105-6892

**PAYMENT QUESTIONS:**  
 Call ACCOUNTS PAYABLE  
 at 206-543-4500  
 FAX 206-685-8018  
 Email: [aphelp@u.washington.edu](mailto:aphelp@u.washington.edu)

All other correspondence to:

PURCHASING DEPARTMENT  
 UNIVERSITY OF WASHINGTON  
 BOX 357110  
 SEATTLE, WA 98195-1110

NOTE: Refer to our Purchase Order Number

Purchasing Agent

455253

on All correspondence.

DAWN LAKE

(206)

543-0814

University of Washington

STANDARD CONTRACTUAL PROVISIONS

1. **Nondiscrimination and Affirmative Action**

Contractor certifies that (a) it will comply with Presidential Executive Order 11246, as amended, and agrees that the Equal Opportunity Clause contained therein, is incorporated herein by reference; (b) it will comply with Section 503 of the Rehabilitation Act of 1974, as amended, and agrees that the Affirmative Action Clauses contained therein is incorporated herein by reference; and (c) it will comply with the Americans with Disabilities Act of 1990, as amended, regarding its programs, services, activities and employment practices.

2. **Compliance with Civil Rights Laws**

During the performance of this Contract, the Contractor shall comply with all federal and applicable state nondiscrimination laws, including but not limited to: Title VII of the Civil Rights Act, 42 U.S.C. 12101 *et seq.*; the Americans with Disabilities Act (ADA); and Title 49.60 RCW, Washington Law Against Discrimination. In the event of the Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with UW. The Contractor shall be given a reasonable time in which to cure noncompliance. In addition to the cancellation of this Contract, Contractor may be subject to penalties under federal and state law.

3. **No Additional Charge for Data Access**

The Contractor hereby certifies that it shall not charge additional costs to the UW, the Washington State Joint Legislative Audit and Review Committee (JLARC), or the Washington State Office of the State Auditor for access to data generated under this contract. For the purposes of this requirement, "data" includes all information that supports the findings, conclusions and recommendations of the Contractor's reports, including computer models and the methodology for those models.

4. **Governing Law**

This contract shall be governed in all respect by the Law and Statutes of the State of Washington. The venue of any action hereunder shall be in the Superior Court for King County.

5. **Severability**

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this contract are declared severable.

6. **Waiver**

Waiver of any breach of any term or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

7. **Termination for Convenience**

The University of Washington may terminate this contract by providing 30 days' written notice to the Contractor

8. **Independent Status of Contractor**

The parties hereto, in the performance of this contract, will be acting in their individual capacities and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

9. **Subcontractors**

The Contractor shall not enter into subcontracts with third parties for performance of any part of the Contractor's duties or obligation without the specific, prior written approval of the Purchaser, PROVIDED that if approved, in no event shall the existence of a subcontractor operate to release or reduce the liability of the Contractor to the Purchaser for any breach in the performance of the Contractor's duties. The Contractor agrees that all subcontractors shall be agents of the Contractor, and the Contractor agrees to hold the Purchaser harmless hereunder for any loss or damage of any kind occasioned by the acts or omissions of the Contractor's subcontractors, their agents or employees.

10. **Save Harmless**

Contractor shall protect, indemnify and save the Purchaser harmless from and against any damage, cost or liability including reasonable attorney's fees, for any or all injury to persons or tangible property arising from acts or omissions of Contractor, its officers, employees, agents, or subcontractors howsoever caused.

11. **Special Terms and Conditions**

The University of Washington Board of Regents hereinafter called "University" has entered into a Contract with the United States of America, hereinafter called "Government". This contract is entered into in furtherance of the performance of the work provided for in said Contract.

The services covered by this contract shall be furnished by Vendor, subject to all the terms and conditions set forth in this contract including the Standard Contractual Provisions and these special terms and conditions. The Vendor, in accepting this contract, agrees to be bound by and to comply with all terms and conditions.

***a) Examination of Records***

Vendor warrants that until the expiration of four years, after furnishing of services under this contract, he shall upon written request make available to the Secretary of the Department of Health and Human Services or the Comptroller of the United States or any of their duly-authorized representatives, this contract and books, documents and records of the Vendor that are necessary to verify the nature and extent of costs under this contract.

***b) Subcontracts***

Vendor agrees to include the above requirements for access to records in all subcontracts entered into to carry out the services covered by this contract if the value of such subcontract is \$10,000 or more over a twelve month period.

12. **Assignment**

Neither this contract, nor any claim arising under this contract shall be transferred or assigned by the Contractor without written prior consent of the UW.

Robert Longman  
Consultant  
5725 Heights Lane NE, Olympia WA 98506  
raloly@cqmail.net • 360-350-4767

## CONSULTING CONTRACT

### PARTIES

This two page contract for consulting services is entered into by the University of Washington ("UW" "PURCHASER"), and Robert A. Longman, Jr., an independent consultant ("CONSULTANT").

### SCOPE OF WORK

The PURCHASER desires that the CONSULTANT undertake the following:

1. Draft proposed legislation that, if enacted, would enable the implementation of policy recommendations on tax, revenue, and expenditures brought forward by the service purchaser, as agreed on a piece-by-piece basis between the PURCHASER and the CONSULTANT.
2. Participate in meetings with policy makers and others regarding policy and legislative development of the service purchaser proposals for taxes, revenue, and expenditures, as agreed on a piece-by-piece basis between the PURCHASER and the CONSULTANT.
3. Review, edit, research, or comment on other public policy issues and documents, as agreed on a piece-by-piece basis between the PURCHASER and the CONSULTANT.

### TERM OF CONTRACT

This contract begins on November 1, 2007 and continues through March 31, 2007. The contract may be terminated at any time by either party providing thirty (30) days written Notice to the other party.

### PAYMENT FOR SERVICES

The CONSULTANT will be paid \$175 per hour for his services, and receive reimbursement for associated reasonable expenses, including travel costs. The CONSULTANT will submit detailed monthly invoices to the UW. The total payment for services under this contract shall not exceed \$ 10,000.00

### INTELLECTUAL PROPERTY

The CONSULTANT grants to the PURCHASER an irrevocable, non-exclusive, and royalty-free license to print, publish, and distribute any work submitted to the service purchaser.

### CONFIDENTIALITY

All information provided to the CONSULTANT by the PURCHASER is confidential and may be used only in connection with the consultant's work on behalf of the service purchaser.

### LIMITATIONS

The CONSULTANT will not provide services that constitute the practice of law. An attorney-client relationship will not be created between the CONSULTANT and the PURCHASER or any of its employees or associates. Unless agreed in writing, the CONSULTANT will not engage in activities that would require registration as a lobbyist with the Washington Public Disclosure

Commission or similar agency of state, local, or federal government.

**INDEPENDENT PARTIES**

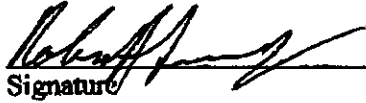
The parties intend that an independent contractor relationship shall exist by this contract. Nothing in this contract creates a partnership, joint venture, agency, or employment relationship between the parties. Neither the CONSULTANT nor the PURCHASER may bind or otherwise create or assume any obligation on behalf of the other party.

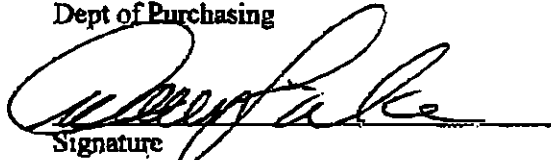
**SIGNATURES**

By signing below, the parties agree to the terms and condition set forth in this document.

Robert A. Longman, Jr.  
Consultant

University of Washington  
Dept of Purchasing

  
Signature

  
Signature

Consultant  
Title

Buyer II  
Title

10-31-07  
Date

10-31-07  
Date