

**STATE OF WASHINGTON
Washington Department of Veterans Affairs (WDVA)
OLYMPIA, WASHINGTON**

**Request for Proposals
RFP NO. 2016-02**

**PROJECT TITLE: Independent Impact Evaluation of Vet Corps
Programs**

**PROPOSAL DUE DATE: March 23, 2016, 4:00 PM Pacific Daylight
Time, Olympia, WA, USA.**

**Emailed Proposals will be accepted. Faxed bids will not be
accepted.**

**EXPECTED TERM FOR THE CONTRACT:
May 1, 2016 through September 30, 2017**

**The WDVA reserves the right to extend the contract for up to two
additional one-year periods at the sole discretion of the WDVA.**

**CONSULTANT ELIGIBILITY: This procurement is open to those
Consultants that satisfy the minimum qualifications stated herein
and that are available for work in Washington State.**

TABLE OF CONTENTS

1. INTRODUCTION..... 7

1.1. Purpose..... 7

1.2. Qualifications 7

1.3. Funding 7

1.4. Period of Performance..... 7

1.5. Contracting with Current or Former State Employees..... 7

1.6. Definitions..... 7

1.7. Washington Electronic Business Solution (WEBS) 8

1.8. ADA 8

2. INSTRUCTIONS FOR COMPLETING AND SUBMITTING PROPOSALS..... 9

2.1. RFP Coordinator 9

2.2. Mandatory Response Overview 9

2.3. Estimated Schedule of Procurement Activities..... 9

2.4. Vendor’s Communication Responsibilities 10

2.5. Revision to the RFP..... 10

2.6. Right to Modify RFP Scope 11

2.7. Proprietary Information..... 11

2.8. Public Disclosure 11

2.9. Responsiveness 12

2.10. Acceptance Period..... 12

2.11. Receipt of Insufficient Competitive Proposals..... 12

2.12. Most Favorable Terms 12

2.13. No Obligation to Contract 13

2.14. Cost To Propose..... 13

2.15. Proposal Rejections 13

2.16. Non-Endorsement and Publicity..... 13

2.17. Waivers..... 13

2.18. Payment Advances 13

2.19. Commitment of Funds 13

2.20. Electronic Payment..... 13

2.21. Worker’s Compensation Coverage 14

2.22. Minority and Women-Owned Business Participation (O) 14

2.23. Veteran-Owned Business Participation (O)..... 14

2.24. Insurance Coverage 15

2.24.1. Liability Insurance 15

2.24.2. Additional Provisions 16

2.25. Site Security 16

3. MANDATORY PROPOSAL INSTRUCTIONS..... 17

3.1. Proposal Requirements..... 17

3.2. Signatures 17

3.3. (M) Letter of Submittal 17

3.3.1. Company Information 17

3.3.2. Principals 18

3.3.3. Legal Status..... 18

3.3.4. Tax Identifier 18

3.3.5. Vendor Location..... 18

3.3.6. State and Former State Employees as Board Members..... 18

3.3.7. Minimum Qualifications 18

3.3.8. Authorized Representative 18

3.4. (M) Statewide Vendor Status 18

3.5. (M) Submission of Proposals 18

3.6. (M) Contract and General Terms and Conditions 19

4. (M) FINANCIAL AND VENDOR BUSINESS REQUIREMENTS 20

4.1. Section Requirements..... 20

4.2. (M) Vendor Financial Information 20

4.2.1. (M) Financial Statements..... 20

4.2.2. (M) Alternatives for Non-Public Corporations 20

4.2.3. (M) Federal Employer Tax Identification (TIN) Number 20

4.2.4. (M) Washington Uniform Business Identification (UBI) Number 20

- 4.3. (M) Business Description and Organization 21
 - 4.3.1. (M) Business Identification 21
 - 4.3.2. (M) Company Officers 21
 - 4.3.3. (M) Legal Status 21
 - 4.3.4. (M) Previous State Contracts 21
 - 4.3.5. (M) Former Employee Status 21
 - 4.3.6. (M) Sub-Contracting 22
 - 4.3.7. (M) Contract Terminations 22
 - 4.3.8. (M) Insurance..... 22
- 4.4. (O) OMWBE Certification 23
- 4.5. (O) Veteran Owned Business Costs..... 23
- 5. BUSINESS REFERENCES..... 24
 - 5.1. (M) Vendor Must Provide Business References..... 24
 - 5.2. (M) Vendors Recent and Relevant Experiences 24
- 6. MANAGEMENT PROPOSAL 25
 - 6.1. (M/S) Project Management 25
 - 6.1.1. (M/S) Proposing Vendor’s Project Organization Chart 25
 - 6.1.2. (M/S) Proposing Vendors Responsibilities and Qualifications 25
 - 6.2. statement of work..... 25
 - 6.2.1. Project background 25
 - 6.2.2. Objectives of this Contract 26
 - 6.2.3. Vision 26
 - 6.2.4. Scope..... 27
 - 6.2.5. Project Work Deliverables 27
 - 6.3. (M/S) Project Plan 28
 - 6.4. (M/S) Detailed Implementation Plan..... 28
 - 6.5. (M/S) Change Management 28
 - 6.6. (M/S) Project Status Reports..... 28
 - 6.7. (M/S) Issue Resolution..... 28
 - 6.8. (M/S) Risk Identification and Management 29

6.9. (M/S) Escalation Plan..... 29

7. TECHNICAL REQUIREMENTS 30

7.1. Section Requirements..... 30

7.1.1. (M/S) Business and Technical Requirements 30

7.1.2. (M/S) Recent Experience Other Veterans Organizations 30

7.1.3. (M/S) Other Relevant Experience 30

7.1.4. (M/S) List of Contracts..... 30

7.2. (M/S) Project Approach/Methodology 30

7.3. (M/S) Work Plan..... 30

7.4. (M/S) Project Schedule 31

7.5. (M/S) Outcomes and Performance Measurement..... 31

7.6. (M/S) Risks 31

7.7. (M/S) Deliverables..... 31

8. PROPOSED SOLUTION COSTS 32

8.1. Section Requirements..... 32

8.2. Pricing Information..... 32

8.3. (M/S) Identification of Costs 32

8.3.1. (M) Additional Required Identification of Costs..... 32

8.3.2. (M) Subcontractor Identification of Costs..... 32

8.4. (M) Optional Identification of Costs 32

8.5. (M) Rates 33

8.6. (M) Award Not Based On Price Alone 33

8.7. (M) State Sales Tax 33

8.8. (M) OMWBE COSTS 33

8.9. (M) Veteran Owned Business Costs 33

8.10. (M) Travel, Hotel Per-Diem Costs 33

8.11. Scoring of Cost Proposals 33

9. BEST VALUE TO WDVA 34

9.1. (M/S) Best Value 34

9.2. Scoring of Best Value 34

10. EVALUATION OF PROPOSALS 35

10.1. RFP Evaluation..... 35

10.2. Initial Determination of Responsiveness..... 35

10.3. Pass/Fail Evaluations 35

10.4. Evaluation Procedure..... 35

10.5. Vendor Total Score 36

10.6. Award Based on Multiple Factors..... 36

10.7. Debriefing of Unsuccessful Vendors 36

10.8. Resolution of Complaints and Protests..... 36

10.8.1. Complaints..... 36

10.8.2. Protests 36

10.8.3. Form and Content 37

EXHIBIT A. STATE CERTIFICATIONS AND ASSURANCES..... 38

EXHIBIT B. VENDOR’S BUSINESS REFERENCES..... 39

EXHIBIT C. SAMPLE CONTRACT..... 40

EXHIBIT D. EXCEPTIONS TO SAMPLE CONTRACT 53

EXHIBIT E. (M/S) COST PROPOSAL 54

TABLE OF FIGURES

Figure 1: Scoring of Cost Proposals Example 33

TABLE OF TABLES

Table 1: RFP Coordinator Contact Information.....9

Table 2: Schedule for RFP Evaluation..... 10

Table 3: Best Value Scale..... 34

Table 4: Evaluation Criteria 35

1. INTRODUCTION

1.1. PURPOSE

The Washington Department of Veterans Affairs (WDVA) is initiating this RFP to solicit proposals from qualified consultants available to conduct an independent impact evaluation of the WDVA Vet Corps to provide statistical evidence of the impact of the program compared to what would have happened in the absence of the program (i.e., evaluations that include a comparison or control group).

1.2. QUALIFICATIONS

Vendors not meeting the minimum qualifications will be rejected as non-responsive and will not receive further consideration. Any proposal rejected as non-responsive will not be evaluated or scored.

Minimum Qualifications:

- Vendors must be licensed to do business in the state of Washington within 10-business days upon notification of contract award.
- Vendors must have at least three (3) years of experience in providing services required within this RFP.

1.3. FUNDING

The WDVA has budgeted an amount not to exceed Sixty Thousand Dollars (\$60,000.00) for this project. Proposals in excess of \$60,000.00 may be considered non-responsive and may not be evaluated.

Any contract awarded as a result of this procurement is contingent upon the availability of funding.

1.4. PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP is tentatively to start May 1, 2016, and end September 30, 2017. The WDVA reserves the right to extend the contract to accommodate the completion of the required work. Any Amendments extending the period of performance, if any, shall be at the sole discretion of the WDVA and must be accepted and executed no-later-than (NLT) 14 business days prior to the original expiration.

1.5. CONTRACTING WITH CURRENT OR FORMER STATE EMPLOYEES

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. Vendors should familiarize themselves with the requirements prior to submitting a proposal that includes current or former state employees.

1.6. DEFINITIONS

WDVA. The Washington State Department of Veteran Affairs (WDVA) is the agency of the state of Washington that is issuing this RFP.

Vendor. Individual, company, or firm submitting a proposal in order to attain a contract with the WDVA.

Apparent Successful Contractor. The consultant selected as the entity to perform the anticipated services, subject to completion of contract negotiations and execution of a written contract.

Contractor. Individual or company whose proposal has been accepted by the WDVA and is awarded a fully executed, written contract.

Proposal. A formal offer submitted in response to this solicitation.

Proposer. Individual or company that submits a proposal in order to attain a contract with the WDVA.

Request for Proposals (RFP). Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFP is to permit the consultant community to suggest various approaches to meet the need at a given price.

1.7. WASHINGTON ELECTRONIC BUSINESS SOLUTION (WEBS)

Vendors are solely responsible for:

- Properly registering with the Department of Enterprise Service's WEBS at <http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/WEBSRegistration.aspx>
- Maintaining an accurate Vendor profile in WEBS
- Downloading the solicitation consisting of the RFP with all attachments and exhibits related to the solicitation you are interested in proposing; downloading all current and subsequent amendments to the solicitation

To ensure receipt of all solicitation documents, the RFP for this solicitation must be downloaded from WEBS. Notification of amendments to the solicitation will only be provided to those Vendors who have registered with WEBS and have downloaded the RFP from WEBS. Failure to do so may result in a potential Vendor having incomplete, inaccurate, or otherwise inadequate information, or a Vendor submitting an incomplete, inaccurate, or otherwise inadequate proposal. Vendors and potential Vendors accept full responsibility and liability for failing to receive any amendments resulting from their failure to register with WEBS and download the RFP from WEBS, and hold the State of Washington harmless from all claims of injury or loss resulting from such failure.

1.8. ADA

The WDVA complies with the Americans with Disabilities Act (ADA). Vendors may contact the RFP Coordinator to receive this Request for Proposals in Braille or on tape.

2. INSTRUCTIONS FOR COMPLETING AND SUBMITTING PROPOSALS

2.1. RFP COORDINATOR

The RFP Coordinator is the sole point of contact in the WDVA for this procurement. All communication between the Vendor and the WDVA upon release of this RFP shall be with the RFP Coordinator, as follows:

Name	David Thatcher
Mailing Address	PO Box 41150, Olympia, WA 98504-1150
Street Address	Washington State Department of Veterans Affairs Attn: RFP Coordinator 1102 Quince Street S.E. Olympia, WA. 98501-1150
Phone Number	360-725-9844
Fax Number	360-725-2197
Email Address	davidth@dva.wa.gov

Table 1: RFP Coordinator Contact Information

Any other communication will be considered unofficial and non-binding on the WDVA. Vendors are to rely on written statements issued by the RFP Coordinator. Communication directed to parties other than the RFP Coordinator may result in disqualification of the Vendor.

2.2. MANDATORY RESPONSE OVERVIEW

Vendors must complete a response to each mandatory section. Proposals may be disqualified for not completing proposal sections. Each mandatory item is noted with an (M).

In response to each RFP requirement, Vendors must clearly state whether or not their solution meets the requirement by providing a detailed description of how the proposed solution will meet the requirement and respond as requested. The Vendor will be scored based on how well the Vendor meets WDVA’s requirements. Failure to meet an individual requirement may not be the basis for disqualification; however, failure to provide a response may be considered non-responsive and be the basis for disqualification of the proposal. A response of “not applicable” is a valid response.

2.3. ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

The dates listed below represent the projected procurement schedule. The WDVA reserves the right to change the schedule. Notification of amendments to the procurement schedule prior to Proposal due date will be sent electronically to all properly registered users of the Department of Enterprise Service’s Washington Electronic Business Solution (WEBS) who downloaded this RFP from WEBS.

Changes to the Procurement Schedule after proposal Due Date may be communicated to all Vendors reflecting the change.

REQUEST FOR PROPOSAL RFP 2016-02

Specific schedule for RFP Evaluation:

Activity/Event	Date/Time
Issue RFP document (Available for download from http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/WEBSRegistration.aspx)	February 25, 2016
Questions due	4:00 PM PST, March 7, 2016
Amendment issued for answers to questions, if applicable (Vendors should begin checking the website for any amendments)	March 10, 2016
Proposals due (M)	4:00 PM PDT, March 23, 2016
Evaluate proposals	March 28-April 1, 2016
Announce "Apparent Successful Contractor" (ASC) and send notification via email to unsuccessful Vendors	April 7, 2016
Timeline to Negotiate contract (Anticipated.) Award Results Posted on WEBS.	April 8-29, 2016
Begin contract work (Proposed)	May 1, 2016

Table 2: Schedule for RFP Evaluation

2.4. VENDOR'S COMMUNICATION RESPONSIBILITIES

Vendors will be responsible for communicating to the RFP Coordinator any issues, exceptions, additions or omissions concerning the solicitation on or before the Proposal due date and time. Where requirements appear to prohibit or restrict your firm's participation, an explanation of the issue with suggested alternative language should be submitted in writing to the RFP Coordinator by the deadline for Questions, Comments, and Complaints consistent with Section 2.3 Estimated Schedule of Procurement Activities. The solicitation process may continue. If changes result, written amendments will be made by the RFP Coordinator and provided by posting them on WEBS as indicated above.

2.5. REVISION TO THE RFP

In the event that it becomes necessary to revise any part of this RFP, notification of amendments to the procurement schedule prior to proposal due date will be sent electronically to all properly registered users of the Department of Enterprise Service's Washington Electronic Business Solution (WEBS) who downloaded this RFP from WEBS.

The Vendor is instructed to disregard any oral representations it may have received. Proposal evaluation will be based on the material contained in the RFP and any amendments to the RFP that have been issued.

The WDVA reserves the right to revise the RFP and/or to issue amendment(s) to the RFP. For this purpose, the answers to any questions that may be submitted to the [RFP Coordinator](#), together with other pertinent information, shall be provided as an amendment to the RFP.

The WDVA also reserves the right to cancel or to reissue the RFP, in whole or in part, prior to the execution of a contract. In the event it becomes necessary to revise any part of the RFP, an amendment will be posted to WEBS prior to the due date.

If a conflict exists between amendments, or between an amendment and the RFP, the document issued last shall take precedence.

It is incumbent upon each potential Vendor to carefully examine these requirements, terms and conditions. Should any potential Vendor find discrepancies, omissions or ambiguities in this RFP, the Vendor shall at once request, in writing, an interpretation from the WDVA's RFP Coordinator. Any inquiries, suggestions or requests concerning interpretation,

clarification or additional information shall be made, in writing, (including facsimile and email transmissions) to the WDVA's RFP Coordinator, as specified in Section 2.1, RFP Coordinator on page 9.

2.6. RIGHT TO MODIFY RFP SCOPE

The WDVA reserves the right to modify the scope of the project, including adding and deleting modular functionality throughout the procurement process. This will include adding or deleting specific modules/functional areas from the final procurement and resultant contract.

2.7. PROPRIETARY INFORMATION

Clearly mark every page of any portion(s) of your proposal which contains proprietary information. You may not mark the entire proposal as copyrighted, proprietary or confidential. Any proposal containing language which copyrights the proposal, declares the entire proposal to be confidential, or declares that the document is the exclusive property of the Vendor, will be disqualified and removed from consideration. If your proposal is successful and the WDVA receives a request to view or copy your proposal, the WDVA shall respond according to public disclosure procedures described in this RFP. However, if any information is marked as proprietary or confidential in your proposal, the WDVA shall not make that portion available without giving you an opportunity to seek a court order preventing disclosure. Your cost proposal is not proprietary.

2.8. PUBLIC DISCLOSURE

Proposals shall become the property of the WDVA. All proposals shall be deemed to be a public record as defined in RCW 42.56.001 to 42.56.903, "Public Records." Any proposal containing language which copyrights the proposal, declares the entire proposal to be confidential, declares that the document is the exclusive property of the Vendor, or is in any way contrary to state public disclosure laws or this RFP will be declared non responsive and removed from consideration.

RFPs are not disclosable prior to release to potential respondents.

With the exception of lists of prospective Vendors, the WDVA will not disclose RFP records until execution of the contract(s). At that time, all information about the competitive procurement is disclosable with the exception of:

- Proprietary/confidential portion(s) of the successful proposal(s), until the Vendor has an adequate opportunity to seek a court order preventing disclosure.

The WDVA will charge for copying and shipping any copies of materials requested as outlined in Chapter 468-06-090 Washington Administrative Code (WAC). Address requests for copying or inspecting materials to the RFP Coordinator named in this RFP.

The WDVA will retain RFP records in accordance with Washington State and WDVA Records Retention Schedules.

Any information in the proposal that the successful Vendor desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.56. 001 to 42.56.903 must be clearly designated. The particular exception from disclosure upon which the Vendor is making the claim and the RFP page it is found on must be identified. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on the lower right hand corner of the page.

The WDVA will consider a Vendor's request for exemption from disclosure; however, the WDVA will make a decision predicated upon Chapter 42.56 RCW and chapter 236-48-123 of the Washington Administrative Code. Marking the entire proposal exempt from disclosure will not be honored and will be considered non-responsive and be disqualified for further

consideration. The Vendor must be reasonable in designating information as confidential. If any information is marked as proprietary in the proposal, such information will not be made available until the affected Vendor has been given an opportunity to seek a court injunction against the requested disclosure.

2.9. RESPONSIVENESS

All proposals will be reviewed by the RFP Coordinator to determine compliance with administrative requirements and instructions specified in this RFP. The Vendor is specifically notified that failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive

Vendor must respond to each question/requirement contained in this RFP that is designated Mandatory (**M**). Failure to comply with any applicable item may result in the Response being deemed non-responsive and disqualified.

The WDVA reserves the right to consider the actual level of Vendor's compliance with the requirements specified in this solicitation and to waive informalities in a Proposal. An informality is an immaterial variation from the exact requirements of the competitive solicitation, having no effect or merely a minor or negligible effect on quality, quantity, or delivery of the supplies or performance of the services being procured, and the correction or waiver of which would not affect the relative standing of, or be otherwise prejudicial to Vendors.

Each of the RFP requirements are numbered and titled. In each requirement title is a designation indicating how the Response will be evaluated:

For Mandatory requirements (**M**), the Response must always provide the information being required to be responsive. These will be scored on a **P/F** basis.

For Mandatory and Scored (**M/S**) items, the Response must always provide the information being required and indicate explicitly whether or not the Vendor's proposed services meet the requirement, and describe how the proposed services will accomplish each requirement as it relates to the service(s) proposed.

Anything marked Optional (**O**) is not required and is at the Vendor's discretion.

2.10. ACCEPTANCE PERIOD

Proposals must provide 90 days for acceptance by the WDVA from the due date for receipt of proposals. Responses providing less than ninety (90) days for acceptance by the WDVA from the due date set for receipt of proposals will be considered non-responsive and will be rejected.

Responses that do not address all areas requested by this RFP may be deemed non-responsive and may not be considered for a possible contract resulting from this RFP.

2.11. RECEIPT OF INSUFFICIENT COMPETITIVE PROPOSALS

If the WDVA receives only one (1) responsive proposal as a result of this RFP, the WDVA reserves the right to select and award the contract to the single Vendor.

2.12. MOST FAVORABLE TERMS

The WDVA reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the Vendor can propose. There will be no best and final offer procedure. The WDVA does reserve the right to contact a Vendor for clarification of its proposal.

The Apparent Successful Contractor should be prepared to accept this RFP and any subsequent Amendments and the Proposal response to be incorporated into the resulting

Contract from this RFP. Contract negotiations may incorporate some or all of the Vendor's proposal. It is understood that the proposal will become a part of the official procurement file on this matter without obligation to the WDVA.

2.13. NO OBLIGATION TO CONTRACT

This RFP does not obligate the State of Washington or the WDVA to contract for service(s) or product(s) specified herein. The WDVA also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract.

2.14. COST TO PROPOSE

The WDVA will not be liable for any costs incurred by the Vendor in preparation of a proposal submitted in response to this RFP, in the conduct of a presentation, in facilitating site visits or any other activities related to responding to this RFP.

2.15. PROPOSAL REJECTIONS

The WDVA will make the sole determination of clarity and completeness in the responses to any of the provisions in this RFP. The WDVA reserves the right to require clarification, additional information and materials in any form relative to any or all of the provisions or conditions of this RFP.

2.16. NON-ENDORSEMENT AND PUBLICITY

In selecting a Vendor to supply an Enterprise Veterans Case Management System to the WDVA, the WDVA is not endorsing the Vendor's Products or Services, nor suggesting that they are the best or only solution to their needs.

No informational pamphlets, notices, press releases, research reports and/or similar public notices concerning this project, may be released by the Apparently Successful Vendor without obtaining prior written approval from the WDVA.

2.17. WAIVERS

The WDVA reserves the right to waive specific terms and conditions contained in this RFP. It shall be understood by Vendors that the proposal is predicated upon acceptance of all terms and conditions contained in this RFP, unless the Vendor has obtained such a waiver in writing from the WDVA prior to submission of the proposal. Such a waiver, if granted, will be granted to all Vendors.

2.18. PAYMENT ADVANCES

The Constitution of the State of Washington prohibits payments in advance for anticipation of receipt of goods or services. Vendors are paid after services and products are delivered and accepted.

2.19. COMMITMENT OF FUNDS

The Director of the WDVA or delegate is the only individual who may legally commit the WDVA to the expenditures of funds for a contract resulting from this RFP. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

2.20. ELECTRONIC PAYMENT

The Washington State Department of Enterprise Services (DES) maintains a central contractor registration file for Washington State agencies to use for processing contractor payments. This allows many contractors to receive payments by direct bank deposit. The

successful Contractor shall register in the Statewide Payee Desk, prior to submitting a request for payment under the resulting Contract under this RFP.

To obtain registration materials go to

<http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. The form has two parts: Part 1 is the information required to meet the above registration condition. Part 2 allows the state to pay invoices electronically with direct deposit and is the state's most efficient method of payment and you are encouraged to sign up for this form of payment.

2.21. WORKER'S COMPENSATION COVERAGE

The Vendor will, at all times, comply with all applicable workers' compensation, occupational disease and occupational health and safety laws, statutes and regulations to the full extent applicable. Neither the State of Washington nor the WDVA will be held responsible in any way, for claims filed by the Vendor or their employees for service(s) performed under the terms of the contract awarded from this RFP.

2.22. MINORITY AND WOMEN-OWNED BUSINESS PARTICIPATION (O)

In accordance with the legislative findings and policies set forth in RCW 39.19, the State of Washington encourages participation in all of its Contracts by Minority and Women Owned Business Enterprise (MWBE) firms either self-identified or certified by the Office of Minority and Women's Business Enterprises (OMWBE). While the state does not give preferential treatment, it does seek equitable representation from the minority and women's business community.

Participation may be either on a direct basis in response to this Solicitation or as a Subcontractor to a Contractor. However, unless required by federal statutes, regulations, grants, or Contract terms referenced in the original Solicitation, no preference will be included in the evaluation of Proposals, no minimum level of OMWBE participation shall be required as condition for receiving an award, and Proposals will not be evaluated, rejected or considered non-responsive on that basis.

Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the original Solicitation will apply. Vendors may contact Office of Minority and Women's Owned Business Enterprises (OMWBE) to obtain information on certified firms for potential sub-contracting arrangements. Nothing in this section is intended to prevent or discourage Vendors from inviting others from participation from non-MWBE firms as well as MWBE firms.

Vendors who are MWBE or intend to use MWBE Subcontractors are encouraged to identify the participating firm.

For this type of project the established annual procurement participation goals for MBE is 10% and for WBE, 4%. These goals are voluntary. For information on certified firms, Vendors may contact OMWBE at 360-753-9693 or <http://www.omwbe.wa.gov>.

2.23. VETERAN-OWNED BUSINESS PARTICIPATION (O)

In accordance with Executive Order 13-01, the Governor of the state of Washington encourages participation in all of its contracts by firms certified by the Washington State Department of Veterans Affairs under 43.60A RCW.

Participation may either be on a direct basis in response to this solicitation or on a Subcontractor basis. Prime contractors are encouraged to include goals for participation by veteran-owned businesses. However, no preference will be included in the evaluation of proposals, no minimum level of Veteran Owned Business participation shall be required as a condition for receiving an award and proposals will not be rejected or considered non-responsive on that basis.

Nothing in this section is intended to prevent or discourage Vendors from inviting others for participation from non-veteran owned firms as well as veteran-owned firms.

Vendors who are Veteran Owned Businesses or intend to use Veteran Owned Business. Subcontractors are encouraged to identify the participating firm.

The established annual procurement participation goal is 5 percent. This goal is voluntary. Vendors may contact the WDVA at 1-800-562-0132 option '1' or visit www.dva.wa.gov to obtain information on certified firms.

2.24. INSURANCE COVERAGE

The Vendor is to furnish the WDVA with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.

The Vendor shall, at its own expense, obtain and keep in force insurance coverage which shall be maintained in full force and effect during the term of an awarded contract. The Vendor shall furnish evidence in the form of a Certificate of Insurance that insurance shall be provided, and a copy shall be forwarded to the WDVA within fifteen (15) days of the contract effective date.

2.24.1. Liability Insurance

2.24.1.1. Commercial General Liability Insurance

Contractor shall maintain commercial general liability (CGL) insurance and, if necessary, commercial umbrella insurance, with a limit of not less than \$1,000,000 per each occurrence. If CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit. CGL insurance shall be written on ISO occurrence from CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insureds (cross liability) condition.

Additionally, the Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

2.24.1.2. Business Auto Policy

As applicable, the Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto." Business auto coverage shall be written on ISO form CA 00 01, 1990 or later edition, or substitute liability form providing equivalent coverage.

2.24.1.3. Employers Liability ("Stop Gap") Insurance

In addition, the Contractor shall buy 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 or \$1,000,000 each employee for bodily injury by disease.

2.24.2. Additional Provisions

Above insurance policy shall include the following provisions:

2.24.2.1. Additional Insured

The state of Washington, Washington State Department of Veterans Affairs, its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrella and property insurance policies. All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the state.

2.24.2.2. Cancellation

State of Washington, Washington State Department of Veterans Affairs, shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications. Insurers subject to 48.18 RCW (Admitted and Regulation by the Insurance Commissioner): The insurer shall give the State 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation. Insurers subject to 48.15 RCW (Surplus lines): The State shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.

2.24.2.3. Identification

Policy must reference the State's contract number and the AGENCY name.

2.24.2.4. Insurance Carrier Rating

All insurance and bonds should be issued by companies admitted to do business within the state of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by the WDVA, or the Risk Manager for the state of Washington, before the contract is accepted or work may begin. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

2.24.2.5. Excess Coverage

By requiring insurance herein, the State does not represent that coverage and limits will be adequate to protect Contractor, and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to the state in this contract.

2.25. SITE SECURITY

While on Purchaser's premises, Contractor, its agents, employees, or Subcontractors shall conform in all respects with physical, fire, or other security regulations.

3. MANDATORY PROPOSAL INSTRUCTIONS

3.1. PROPOSAL REQUIREMENTS

The electronic response must be on eight and one-half by eleven inch (8 ½" x 11") plain white paper with each major section of the proposal separated by a blank page or tab. Font shall be an English legible regular business font style and size 12.

The seven major sections (M) of the proposal are to be submitted in the order noted below:

1. Letter of Submittal including signed Certifications and Assurances (Exhibit A), with Exceptions to the Sample Contract (Exhibit D) attached
2. Financial and Vendor Business Requirements (Section 4)
3. Business References (Section 5) using Exhibit B
4. Management Proposal (Section 6)
5. Technical Proposal (Section 7)
6. Best Value (Section 8)
7. Cost Proposal using Exhibit E

Responses must provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the proposal, but should assist the Vendor in preparing a thorough response.

Items in sections marked "mandatory" must be included as part of the response for the response to be considered responsive, however, these items are not scored. Items marked "scored" are those that are awarded points as part of the evaluation conducted by the evaluation team.

3.2. SIGNATURES

The Submittal Letter, Exhibit A, State Certifications and Assurances, and Exhibit B, Vendor's Business References, on page 39, must be signed (in blue ink) and dated by a person authorized to legally bind the Vendor to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. All required original signatures must be in blue ink only.

3.3. (M) LETTER OF SUBMITTAL

The Letter of Submittal and the attached Certifications and Assurances form (Exhibit A in this RFP) must be signed (in blue ink) and dated by a person authorized to legally bind the Vendor to a contractual relationship, e.g., the president or executive director of a corporation, the managing partner of a partnership, or the proprietor of a sole proprietorship. Attach the Certifications and Assurances form to the Letter of Submittal. Along with introductory remarks, the Letter of Submittal is to include by attachment, if necessary, the following information about the Vendor and any proposed subcontractors:

3.3.1. Company Information

State the name of the company, address, phone number, fax number, email address, legal status of entity (ownership), number of business locations and year entity was established as it now substantially exists, principal place of business, the legal entity or individual with whom contract would be written.

3.3.2. Principals

Name, address, email, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.)

3.3.3. Legal Status

Legal status of the Vendor (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.

3.3.4. Tax Identifier

Federal Employer Tax Identification number or Social Security number and the Washington Uniform Business Identification (UBI) number issued by the state of Washington Department of Revenue. If the Vendor does not have a UBI number, the Vendor must state that it will become licensed in Washington within thirty (30) calendar days of being selected as the Apparently Successful Contractor.

3.3.5. Vendor Location

Location of the facility from which the Vendor would operate.

3.3.6. State and Former State Employees as Board Members

Identify any State employees or former State employees employed or on the firm's governing board as of the date of the Proposal. Include their position and responsibilities within the Vendor's organization. If following a review of this information it is determined by the WDVA that a conflict of interest exists, the Vendor may be disqualified from further consideration for the award of a contract.

3.3.7. Minimum Qualifications

Describe briefly how your firm meets each minimum qualification in Section 1.2 on page 7.

3.3.8. Authorized Representative

Identify an Authorized Representative who will be the principal point of contact for the WDVA for the duration of this RFP process.

3.4. (M) STATEWIDE VENDOR STATUS

Each Vendor must indicate in the submittal letter and as a condition of contract award that they will register with the Washington State Department of Enterprise Services (DES) as a statewide Vendor within ten (10) business days of notification of contract award.

3.5. (M) SUBMISSION OF PROPOSALS

To be responsive Vendors must have Proposal received by the RFP Coordinator no later than March 23, 2016, 4:00 PM Pacific Daylight Time, Olympia, WA, USA.

To be considered responsive to the RFP due date, vendor is to submit Proposal electronically as an attachment to an email to the RFP Coordinator, at the email address listed in Section 2.1, RFP Coordinator on page 9.

Attachments to email shall be in Microsoft Word 2003 or newer format, Excel 2003 or newer format or PDF (except where noted that it must be a specific format). Zipped files are not acceptable for submission of responses.

The cover submittal letter and the Certifications and Assurances form must have a scanned original (in blue ink) signature of the individual within the organization authorized to bind the

Vendor to the offer. The WDVA does not assume responsibility for problems with Vendor's email. If the WDVA's email is not working, appropriate allowances will be made. The RFP Coordinator shall send an email notice acknowledging receipt of each Vendor's Proposal. The date and time of the electronic submittal is controlling.

In addition, two (2) hard copies with original (in blue ink) signatures must be sent to the physical address identified in Section 2.1 on page 9. The envelope or package should be clearly marked to the attention of the RFP Coordinator. Hard copies shall be received within five (5) working days of submitting the electronic response. If not received within this timeframe, Vendor may be non-responsive. The method of delivery (i.e., FedEx, USPS, UPS, etc.) of the hard copies shall be at Vendor's discretion and it shall be at Vendor's sole risk to assure delivery at the designated office. The WDVA assumes no responsibility for delays caused by any delivery service.

Responses may not be transmitted using facsimile transmission. Electronic and hard copies received late may not be accepted and may be automatically disqualified from further consideration. All responses and any accompanying documentation will not be returned as they become the property of the WDVA.

Proposals must be legible and completed in ink or with electronic printer or other similar office equipment, and properly signed by an authorized representative of the Vendor. Proposals must be submitted in the format described in the solicitation. All changes and/or erasures shall be initialed in ink. Unsigned Proposals will be rejected unless satisfactory evidence was submitted clearly establishing the Vendor's desire and intent to be bound by the Proposal, such as a signed cover letter. Incomplete or illegible Proposals may be rejected.

Note: Vendors are encouraged to use double-sided printing and recyclable materials. Vendors are highly encouraged to refrain from submitting hard copy Proposals in 3-ring binders, spiral bindings, and/or other non-recyclable presentation folders.

3.6. (M) CONTRACT AND GENERAL TERMS AND CONDITIONS

The Apparent Successful Contractor will be expected to enter into a contract, which is substantially similar to the sample contract and its general terms and conditions attached as Exhibit C, Sample contract, on page 40. In no event is a Vendor to submit its own standard contract terms and conditions in response to this solicitation. The Vendor may submit exceptions as allowed in Exhibit A, State Certifications and Assurances, to this solicitation.

All exceptions to the contract terms and conditions must be submitted as an attachment to Exhibit A, State Certifications and Assurances form. Vendor shall use Exhibit D, Exceptions to Sample Contract, on page 53, to identify all exceptions. The WDVA will review requested exceptions and accept or reject the same at its sole discretion. Usually only minor modifications and/or additions will be open to negotiation; however, due to the nature of services being provided we will consider/negotiate additional industry standard terms and conditions that would be offered by the Vendor for inclusion in the contract.

4. (M) FINANCIAL AND VENDOR BUSINESS REQUIREMENTS

4.1. SECTION REQUIREMENTS

All items identified in Section 4 are mandatory **(M)**. Vendors must provide all information requested in Section 4. Proposals that do not provide all of the requested information and do not follow the required format shall be disqualified. The section numbers and titles must be restated in Vendor's Proposal.

4.2. (M) VENDOR FINANCIAL INFORMATION

The Vendor must provide all information requested in the exact order specified below. This section is scored on a pass/fail basis. Failure to respond to any mandatory requirements will be viewed as non-responsive and the Proposal may be disqualified.

4.2.1. (M) Financial Statements

The Vendor must provide the last three (3) years of comparative financial statements or annual reports with the name, address and telephone number of a contact in the company's principal financing or banking organization.

4.2.2. (M) Alternatives for Non-Public Corporations

If the Vendor is not a publicly held corporation, it must comply with this section by providing the following information:

4.2.2.1. (M) Business Description

Describe the proposing organization, including size, longevity, client base, areas of specialization and expertise and any other pertinent information in such a manner that would enable Proposal evaluators will determine the stability and financial strength of the organization.

4.2.2.2. (M) Banking Reference

Provide a reference from the company's current bank.

Provide a credit rating report and name the rating service. The credit rating report must identify the credit rating score.

4.2.3. (M) Federal Employer Tax Identification (TIN) Number

The Vendor must provide its Vendor's Federal Employer Tax Identification number and the Washington Uniform Business Identification (UBI) number issued by the State of Washington Department of Revenue.

4.2.4. (M) Washington Uniform Business Identification (UBI) Number

The Vendor must provide its UBI number. A UBI number is a nine-digit number that registers you with several state agencies and allows you to do business in Washington State. A UBI number is sometimes called a tax registration number, a business registration number, and a business license number. Please visit the Washington State Department of Revenue's website below for more information on business registration requirements.

<http://dor.wa.gov/Content/DoingBusiness/RegisterMyBusiness/Default.asp>

If you do not have a UBI number, you must indicate in your response to this section "**<Vendor Name> confirms that we will register for a UBI number within thirty (30) business days of notification of contract award**".

4.3. (M) BUSINESS DESCRIPTION AND ORGANIZATION

The Vendor must provide all information requested.

4.3.1. (M) Business Identification

The Vendor must provide an overview of the Vendor, including but not limited to the following:

4.3.1.1. Vendor's Identification

Vendor's name and address and main business location

4.3.1.2. Location

State the location of the facility from which the Vendor would operate, the telephone, fax and email address

4.3.1.3. Start-Up Date

Vendor's start-up date, a minimum of three (3) years' experience performing this type of work is required.

4.3.1.4. Vendor's Expertise, Skills, Clients and Services

Summary of Vendor's pertinent expertise, skills, client base and services that are available for this project

4.3.2. (M) Company Officers

The Vendor must provide the names, addresses and telephone numbers of principal officers (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.).

State the name, the title or position, address, email address, fax and telephone numbers of the individual who would have primary responsibility for the project resulting from this RFP. Disclose who within the Vendor organization will have prime responsibility and final authority for the work under the proposed contract. Name other individuals providing service on the project.

4.3.3. (M) Legal Status

The Vendor must specify the legal status of the Vendor (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business, as the entity now exists.

4.3.4. (M) Previous State Contracts

If the Vendor or any party named previously contracted with the State of Washington during the past 24 months, the Vendor must indicate the name of the State agency, the contract number and describe the work and/or provide other information available to identify the contract.

4.3.5. (M) Former Employee Status

If any employee of the Vendor or Subcontractor was an employee of the State of Washington during the past 24 months, or is now an employee of the State of Washington, the Vendor must identify the individual by name, State agency previously or currently employed by, job title or position held, and separation date.

4.3.6. (M) Sub-Contracting

If any functions will be performed by a subcontractor (any person not in the full time employ of the Vendor or consulting Vendor and who will act as primary Vendor in providing the external consulting services), the subcontractors' resume(s) will display the word "**SUB-CONTRACTOR**" in bold letters clearly printed across the top of the first page. In addition, supply the subcontractor's response to the information requested in Sections 4.1 and 4.2.

4.3.7. (M) Contract Terminations

If the Vendor or any of their subcontractor(s) has had a contract terminated for default in the last five (5) years, describe such incident. Termination for default is defined, as notice to stop performance due to the Vendor's non-performance or poor performance and the issue of performance was either not litigated due to inaction on the part of the Vendor, or (b) litigated and such litigation determined that the Vendor was in default.

Submit full details of the terms for default. Identify the other party, its name, address, and telephone number. Present the Vendor's position on the matter. The WDVA will evaluate the facts and may, at its sole discretion, reject the Proposal on the grounds of the past experience.

If the Vendor or any of their subcontractor(s) has experienced no such termination for default in the past five (5) years, indicate accordingly.

4.3.8. (M) Insurance

4.3.8.1. (M) Proof of Insurance

Each Vendor must indicate in the submittal letter and as a condition of contract award, that they will provide proof of insurance from the Vendor's insurance carrier, outlining the extent of the Vendor's liability coverage.

The Vendor shall, at its own expense, obtain and keep in force liability insurance during the term of the contract. The Vendor shall furnish evidence to the WDVA within fifteen (15) days of receipt of notice of award, in the form of a Certificate of Insurance that insurance will be provided.

4.3.8.2. (M) Liability Insurance

The Vendor shall at all times during the term of the contract carry and maintain insurance as defined herein. The Vendor must state that they currently hold insurance that meets or exceeds the limits set forth in the sample contract or they agree to acquire the necessary insurance within fourteen (14) working days of contract execution.

4.3.8.3. (M) Additional Provisions

The required insurance policies shall include the following provisions:

4.3.8.3.1. Additional Insured

The State of Washington and all authorized contract users shall be specifically named as an additional insured on all policies. All policies shall be primary over any other valid and collectable insurance.

4.3.8.3.2. Material Changes

A forty-five (45) calendar day written notice shall be given to the State prior to termination of or any material change to the policy(ies) as it relates to this contract, provided that thirty (30) calendar days written notice shall be given for surplus line insurance cancellation for nonpayment of premiums. Such notice shall not be less than ten (10) calendar days prior to such date.

4.3.8.3.3. Identification

Policy must reference the State's contract number and name the WDVA.

4.3.8.3.4. Insurance Carrier Rating

An insurance company authorized to do business within the state of Washington shall issue the insurance required above. Insurance is to be placed with a carrier that has a Best's rating of A- or higher. The risk manager for the state of Washington must approve any exception.

4.3.8.3.5. Excess Coverage

The limits of all insurance required to be provided the Vendor shall be no less than the minimum amounts specified. However, coverage in the amounts of these minimum limits shall not be construed to relieve the Vendor from liability in excess of such limits.

4.4. (O) OMWBE CERTIFICATION

Include proof of certification issued by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) if certified minority-owned firm and/or women-owned firm(s) will be participating on this project.

4.5. (O) VETERAN OWNED BUSINESS COSTS

Include proof of certification by the Washington State Department of Veterans Affairs under 43.60A RCW, if certified Veteran Owned Business(s) will be participating on this project.

5. BUSINESS REFERENCES

5.1. (M) VENDOR MUST PROVIDE BUSINESS REFERENCES

The Vendor must supply names, addresses and telephone numbers of a minimum of three (3) satisfied customers from governmental agencies for which the Vendor has completed similar work within the last three (3) years. Include a brief description of the type of service provided. All customer references should be of comparable size and complexity to the WDVA project. The Vendor must grant permission to the WDVA to independently contact the references at the WDVA's convenience. Do not include current WDVA staff as references. Exhibit B on page 39 provides a worksheet that must be completed for each of the references.

5.2. (M) VENDORS RECENT AND RELEVANT EXPERIENCES

The Vendor must also provide a brief description for three (3) relevant experiences in the past 36 months in providing consultancy services for similar projects such as the one being presented in this RFP. The Vendor must demonstrate at a minimum at least three (3) years of substantial experience in providing independent impact evaluation services in sufficient detail to demonstrate to the WDVA their capability.

6. MANAGEMENT PROPOSAL

The State of Washington Department of Veterans Affairs (WDVA) is seeking Proposals to conduct an independent impact evaluation of the WDVA Vet Corps designed to provide experimental to quasi experimental evidence of the programs impact compared to what would have happened in the absence of the program (i.e., evaluations that include a comparison or control group). Vendors must answer all sub-sections in this section, the responses of which are also subject to scoring.

6.1. (M/S) PROJECT MANAGEMENT

6.1.1. (M/S) Proposing Vendor's Project Organization Chart

The Vendor must provide a project organizational chart indicating lines of authority for personnel, who will be involved in the performance of this potential contract, and indicate other work responsibilities beyond this contract that would be required of the assigned staff. This chart must also show lines of authority to the next senior level of management and identify the WDVA personnel the vendor deems necessary in order to be successful.

6.1.2. (M/S) Proposing Vendors Responsibilities and Qualifications

The Vendor must identify responsibilities and roles of the staff that will be assigned to this project and the amount of time each will be assigned to the project. Include any required involvement of WDVA staff or other stakeholders.

6.2. STATEMENT OF WORK

6.2.1. Project background

The Washington State Department of Veterans Affairs (WDVA) was created in 1976 by the legislature to serve the veterans of Washington State and their families. The Vet Corps program, housed within general fund state supported Veterans Conservation Corps (VCC), is directly aligned with the WDVA mission of serving those who served. Vet Corps serves veterans alongside other programs in the WDVA as primary connectors, Navigators of the system recently returning veterans' face. Vet Corps currently sees that Veterans and their families connect to Federal Resources such as the VA Hospitals, VA benefits claims for service connected disability, Federal mental health programs serving those with Traumatic Brain Injury (TBI), Post Traumatic Stress (PTS), Military Sexual Trauma(MST), Education Benefits such as the G.I. Bill, Disability insurance, and social security to include others.

The Vet Corps provides direct referrals to the WDVA Behavioral Health Services, seeing veterans direct connections to over 40 mental health providers around the state, seeing veterans for TBI, PTS, MST, and other War trauma at no cost to the veteran or family member. Other state programs include the Homeless Veterans Reintegration Program (HVRP), Benefits Claims Veteran Service Officers (VSOs), Transitional Housing, Veterans Integration Program (VIP), Incarcerated Veterans Outreach Programs, as well as Department of Social and Human Services (DSHS) TBI outreach, DSHS employment services, Employment Security Department Veterans Employment team, and the State Veterans Employment Resource Group (VERG) to name some.

The VCC as a WDVA general fund state program, houses the current AmeriCorps grant of \$650,000.00 that funds the Vet Corps programs 50 individual members that are all veterans, dependents, or spouses. Members serve around the state at over 45 colleges, the Warrior Transition Battalion, Sarge's Place and with Joint Base Lewis McCord. Members continue to serve veterans, Active Duty members, and families of both. Vet Corps serves as Navigators of local systems; we see this work out with members serving as peer mentors. Often having used the services that they refer others too, members are seen as subject matter experts augmenting overtaxed local systems.

As articulated in the AmeriCorps regulations 45 C.F.R. §§2522.500-.540 and .700-.740, AmeriCorps National Direct grantees and AmeriCorps State Competitive grantees that receive an average annual CNCS grant of five hundred thousand dollars (\$500,000) or more must conduct an independent evaluation to measure the impact of programs. Evaluations of National Direct and State Competitive funded programs must cover at least one (1) year of CNCS-funded service activity.

Evaluation findings will inform CNCS's consideration of the selection criteria and may be used to assess the strengths and weaknesses in the program. The evaluation also may be used for the purpose of clarifying or verifying information provided in the application proposal.

In addition, expert evaluators will assess the design, implementation, and outcomes of evaluations submitted by applicants that received an average annual CNCS grant of five hundred thousand dollars (\$500,000) or more in the previous grant period. Reports will be assessed both in terms of the quality of the evaluation designs and the studies' findings. These assessments may be used to inform CNCS's consideration of the selection criteria and for the purpose of clarifying or verifying information for future proposals.

AmeriCorps State Formula grantees are required to complete the evaluation requirements as established by their respective State Service Commission and all legislative provisos and projects also need to be able to show outcomes.

The first step in accomplishing this was to hire a consultant to develop a proposed 3-year evaluation plan (years 2014-15, 2015-16, and 2016-17) for the Vet Corps which was to be submitted as part of the winter 2014 application for Vet Corps AmeriCorps members to the CNCS. This was completed and can be viewed at: <http://www-stage.dva.wa.gov/sites/default/files/Vet%20Corps%20%20Three%20year%20Future%20Evaluation%20Plan.pdf>

The next step is to actually conduct the evaluation and provide reports that can be used for further application for Vet Corps AmeriCorps funding. This project is to implement that 3-year evaluation plan. However, this has now been shortened to 18 months. Thus the need to hire a consultant to implement an evaluation of the program.

For information on how the evaluation plans and reports will be used in National Direct and State Competitive application reviews. Please see the AmeriCorps regulations, which can be found at <http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&SID=2f2c2ca7cad9962de0f240653344d8d9&rgn=div5&view=text&node=45:4.1.9.11.15&idno=45#sp45.4.2522>.

6.2.2. Objectives of this Contract

- Draft and final evaluation plan in accordance with CNCS required Components.
- Develop initial 1-year work plan that defines data collection and reporting processes.
- Collection of data.
- Completion of draft and final reports (including communication materials.)
- Analyze existing WRC data; complete draft and final reports.

6.2.3. Vision

At the end of this project, the contractor should:

- Provide the Vet Corps and WDVA with a written evaluation report of the programs impact in higher education for veterans across the state of Washington.
- Include in evaluation recommendations for the Vet Corps program on how to increase the impact to veterans in Washington State.

- By evaluating the Vet Corps impact to veterans in higher education across Washington State, increase the ability of the Vet Corps ability increase veterans' retention.

6.2.4. Scope

WDVA is seeking a Contractor to work with Vet Corps state partners to provide an evaluation of the state's Vet Corps program during a period of twenty three months and develop an impact evaluation of the WDVA Vet Corps program. Throughout the project, the evaluator will collaborate closely with Vet Corps state partners (from WDVA and Vet Corps) to: Refine the project plan and timeline; Establish and identify key experts and/or stakeholders to be involved with the evaluation, data collection, and review process; and Review draft documents and presentation materials.

In addition, high-quality evaluations must be designed to provide evidence of a causal relationship between program activities and outcomes (45 C.F.R. § 2522.700). Evaluators may consider using an experimental or quasi-experimental design, or compare program results with national/state/local data for a similar population. The external evaluation method shall match the size, scale, and purpose of the program.

Evaluator will be required to meet with program staff and stakeholders around the state. This will be equal to 30% of their total time on the program evaluation. The Evaluator will be required in the year of evaluation to attend three state wide Vet Corps conferences this will be equal to 10% of their total time. The evaluator will be required to meet with key staff and evaluate current policy and data at central office this will be equal to 10% of their total time. Evaluator will be required provide evaluation finding and recommendations to include final reports due, this can be done at any office location and this will be equal to 50% of their total time dedicated to the program evaluation.

An impact evaluation should be guided by measurable and clearly defined research questions that identify the effect of program participation on program service recipients and/or service participants for specific outcomes. The research questions and outcomes should be identified in the evaluation plan.

6.2.5. Project Work Deliverables

Period of Performance will cover 18 months with specific deliverables:

By June 30, 2016; July 29, 2016; September 1, 2016; and September 30, 2017

No.	Deliverable	Comment
1.	Familiarize with program structure data collection tools and stake holder interactions. To be completed by May 31, 2016.	
2.	Provide feedback and guidelines to program staff and stake holders, to include project design and data collection. To be completed by June 30, 2016.	
3.	Develop initial 1-year work plan that defines data collection and reporting processes Collection of data Completion of draft and final reports (including communication materials.) To be completed by July 29, 2016.	

4.	Implement one year study of Vet Corps program for the 2016-2017 service year Beginning September 1, 2016 and ending June 30, 2017.	
5.	Compile Data and study findings for a final report due to the WDVA and Vet Corps staff by September 30, 2017.	

6.3. (M/S) PROJECT PLAN

Vendors must submit an implementation project plan in their Proposal that will be followed for this project.

The project plan must outline, at a general level, the vendor’s proposed approach, resources, proposed schedule, activities, tasks, and deliverables required to implement the Vendor’s plan. In preparing this plan, develop it so that the plan and all approaches, resources, activities, tasks and deliverables coincide with your cost proposal, Section 10.

6.4. (M/S) DETAILED IMPLEMENTATION PLAN

Upon contract award, the successful vendor must provide a detailed implementation work plan within 10 days of contract award. The successful vendor’s work plan will integrate into the overall project plan maintained by the WDVA Project Manager and will follow the aforementioned proposed Project Plan.

Vendors agree to provide project plans in formats compatible with the WDVA project management tool: Microsoft Office Project 2003.

6.5. (M/S) CHANGE MANAGEMENT

Vendor must specify their proposed Change Management methodology in order to control and mitigate any changes in project scope or requirements. Vendor Proposal must include samples of forms or documents used by Vendor project personnel for Change Management.

The vendor must describe in detail their approach to Change Management and explain its benefits to WDVA. Vendor should supply an example of change management documentation with their proposal.

The Vendor and the WDVA will jointly establish a change management process and explain its benefits to the WDVA.

6.6. (M/S) PROJECT STATUS REPORTS

The successful Vendor must provide weekly status reports each Friday indicating progress against the project plan and any issues to be addressed as required by the WDVA Project Manager.

6.7. (M/S) ISSUE RESOLUTION

The Vendor and the WDVA will jointly establish an issue resolution and communication process.

As a part of their Proposal, each Vendor must describe their proposed issue resolution process.

Vendor’s approach to issue resolution must describe in detail how an issue is tracked, prioritized, escalated, and resolved in a timely manner. It is expected that once an issue is

discovered, discussed and evaluated, a resolution plan will be in place within five (5) days. Vendor must include examples of forms or documents used to manage Issue Resolution.

6.8. (M/S) RISK IDENTIFICATION AND MANAGEMENT

As part of managing the project, the Vendor is responsible for planning and implementing a methodology for risk management.

Vendor must describe its risk management approach and methodology considering the entire solution implementation. In the description, vendors must identify potential risks and steps that might be taken to mitigate those risks.

The Vendor must include examples of forms or documents used in the development of a risk assessment and mitigation plan.

6.9. (M/S) ESCALATION PLAN

Vendor shall describe escalation procedures to ensure that the proper level of attention and resources are directed towards resolution of Products and Services problems in a timely manner. The escalation procedures shall indicate the steps to be taken in response to a problem report, the contact information and title of Vendor's employee(s) responding at each level and the elapsed time before the next level of response is invoked.

7. TECHNICAL REQUIREMENTS

7.1. SECTION REQUIREMENTS

Vendor must provide all required information specified in this RFP. Proposals that do not provide or answer all of the requested elements and do not follow the required format shall be disqualified. All items are mandatory (M) in this section and must be included as part of the Proposal for the Proposal to be considered responsive. A response of “not applicable” is a valid response.

7.1.1. (M/S) Business and Technical Requirements

Vendor respond to the following requirements. A simple “Yes/No” or “We agree” is not an appropriate response in this section, nor is a voluminous response.

- 7.1.1.1. **(M/S)** Provide details of firm’s experience with a similar type AmeriCorps evaluation.
- 7.1.1.2. **(M/S)** Describe or demonstrate knowledge in researching other similar groups of students and their access to services and or retention within Higher education.
- 7.1.1.3. **(M/S)** Demonstrate working knowledge of the state’s geography and agencies involved with the Vet Corps program (WDVA, State Board for Community Technical College, Student Achievement Council, Council of Presidents, Serve Washington, etc.)

7.1.2. (M/S) Recent Experience Other Veterans Organizations

Describe your firm’s experience with consulting projects similar to the WDVA’s project for another state veteran’s agency and/or the federal veteran’s agency. If not, then describe a project that may be similar in scope as the project envisioned within this RFP.

7.1.3. (M/S) Other Relevant Experience

Indicate other relevant experience that indicates the qualifications of the Vendor, and any subcontractors, for the performance of the potential contract.

7.1.4. (M/S) List of Contracts

Include a list of contracts the Vendor has had during the last three years that relate to the Vendor’s ability to perform the services needed under this RFP.

7.2. (M/S) PROJECT APPROACH/METHODOLOGY

Include a complete description of the Vendor’s proposed solution, approach and methodology for the required services. This section should convey Vendor understands the proposed requirements.

7.3. (M/S) WORK PLAN

Include all project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of the project defined in this RFP. This section of the technical proposal must contain sufficient detail to convey to members of the evaluation team the Vendor’s knowledge of the subjects and skills necessary to successfully complete the project. Include any required involvement of WDVA staff. The Vendor may also present any

creative approaches that might be appropriate and may provide any pertinent supporting documentation.

7.4. (M/S) PROJECT SCHEDULE

Include a project schedule indicating when the elements of the work will be completed
Project schedule must ensure that any deliverables requested are met.

7.5. (M/S) OUTCOMES AND PERFORMANCE MEASUREMENT

Describe the impacts/outcomes the Vendor propose to achieve as a result of the delivery of these services including how these outcomes would be monitored, measured and reported to the WDVA.

7.6. (M/S) RISKS

The Vendor must identify potential risks that are considered significant to the success of the project. Include how the Vendor would propose to effectively monitor and manage these risks, including reporting of risks to the WDVA's contract manager.

7.7. (M/S) DELIVERABLES

Fully describe deliverables to be submitted under the proposed contract. Deliverables must support the requirements set forth in Section 6.2.5, on page 27.

8. PROPOSED SOLUTION COSTS

8.1. SECTION REQUIREMENTS

Vendor must provide all required information specified in this RFP. Proposals that do not provide all of the requested information and do not follow the required format shall be disqualified. Items marked “(M)” are mandatory and must be included as part of the Proposal for the Proposal to be considered responsive. A response of “not applicable” is a valid response.

8.2. PRICING INFORMATION

This procurement will involve a negotiated contract involving software products and/or consulting or professional services. The lowest priced Vendor will not necessarily be the winner of this procurement.

8.3. (M/S) IDENTIFICATION OF COSTS

In this section of the Proposal, the Vendor is to identify all costs to perform the tasks necessary to accomplish the requirements of the RFP. There are many requirements that must be addressed.

The Vendor is to submit a fully detailed budget including staff costs and any non-labor expenses necessary to accomplish the tasks to produce the requirements contained in Section 7 under this RFP.

Identify all costs in U.S. dollars including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. The Vendor is to submit a fully detailed budget including staff costs and any expenses necessary to accomplish the tasks and to produce the deliverables under the contract utilizing Exhibit E of the cost proposal.

8.3.1. (M) Additional Required Identification of Costs

The Vendor must list any additional costs not identified on Exhibit E, (M/S) Cost Proposal, on page 54 that is required to implement their proposed solutions (in Vendor’s best format). All Additional Required Costs identified shall be included as part of the Total Proposal Cost.

8.3.2. (M) Subcontractor Identification of Costs

The Vendor must separately specify and price any subcontractor’s cost, if applicable, on a separate Exhibit E. This worksheet must be labeled Exhibit E-1 - Cost Proposal Worksheet and must display the word “SUB-CONTRACTOR” in bold letters clearly printed across the top of each page of the documents. All Subcontractor Costs identified shall be included as part of the total proposal cost.

If any functions will not be performed by a subcontractor, Vendor must state “Not applicable” to this section in its Proposal.

8.4. (M) OPTIONAL IDENTIFICATION OF COSTS

The Vendor may list any optional costs of products that are not required to implement their proposed solution, but may be of benefit to WDVA for the proposed solution. Any identified optional product costs will not be included as part of the Total Proposal Cost.

8.5. (M) RATES

Proposed staff should be identified by name, hourly rate, and expected use during contract performance. The Vendor shall charge the WDVA only for staff specifically authorized by the WDVA to perform work at the rates set forth in the contract.

8.6. (M) AWARD NOT BASED ON PRICE ALONE

The evaluation process is designed to award this procurement not necessarily to the Vendor with the least cost, but rather to the Vendor whose proposal best meets the requirements of this RFP and best meets the needs of the WDVA.

8.7. (M) STATE SALES TAX

Vendor will be required to collect and pay Washington State sales tax, if applicable.

8.8. (M) OMWBE COSTS

If Vendor and/or subcontractor(s) are certified by the Office of Minority and Women’s Business Enterprises are proposed, the Vendor must set out in the Cost Proposal the portion to be paid to the certified MBE and/or the WBE firm. Costs for subcontractors, which are not certified, are also to be broken out separately.

8.9. (M) VETERAN OWNED BUSINESS COSTS

If Vendor and/or subcontractor(s) are certified by the Washington State Department of Veterans Affairs under 43.60A RCW, the Vendor must set out in the Cost Proposal the portion to be paid to the certified Veteran Owned Business. Costs for subcontractors, which are not certified, are also to be broken out separately.

8.10. (M) TRAVEL, HOTEL PER-DIEM COSTS

The Vendor must provide the total cost for expenses, travel, hotel and per-diem. Include all expenses necessary to provide the Vendor’s solution.

8.11. SCORING OF COST PROPOSALS

The score for the cost proposals will be computed by dividing the lowest total cost received by the Vendor’s total cost. Then the resultant number will be multiplied by the maximum possible points for the cost section. See the example provided below and Figure 1 on page 33.

Example:

Vendor A \$100,000.00 Vendor B \$115,000.00 Vendor C \$130,000.00

Each cost proposal shall have maximum possible points of 100.

	Vendor A	Vendor B	Vendor C
Lowest Cost	100,000.00	100,000.00	100,000.00
Vendor Cost	100,000.00	115,000.00	130,000.00
Calculated Points	1 x 100 points	.87 x 100 points	.77 x 100 points
Total Awarded	100 points	87 points	77 points

Figure 1: Scoring of Cost Proposals Example

9. BEST VALUE TO WDVA

9.1. (M/S) BEST VALUE

Vendor must describe in detail what value its product and/or service will provide to the WDVA, such as: the robustness of the proposed solution, supportability of the proposed solution, flexibility of the proposed solution, extensibility of the proposed solution, compliance to industry standards, and ease of use of the proposed solution.

9.2. SCORING OF BEST VALUE

This section is worth 100 points. A Vendor's Best Value shall be awarded utilizing the following scale and will be the average assessment by the Evaluation panel.

Points	Guidance
Should be the highest points given. (75-100 pts)	Exceptional - Vendor's offer greatly exceeds standards and demonstrates exceptional understanding of the goals and objectives of the project, and several major strengths exist. Only a few minor weaknesses exist.
Should be the next highest points given. (51-74 pts)	Very Good - Vendor's offer exceeds standards and demonstrates a very good understanding of the goals and objectives of the project. Strengths exceed weaknesses, and weaknesses are easily correctable.
This level is usually about average and receives mid-level of points. (26-50 pts)	Acceptable - Vendor's offer meets standards and demonstrates a good understanding of the goals and objectives of the project. There may be strengths or weaknesses, or both. Weaknesses do not significantly detract from the Vendor's offer and are correctable.
Should be the less points given. (11-25 pts)	Marginal - Vendor's offer is below standard and demonstrates a poor understanding of the goals and objectives of the project. Weaknesses exceed strengths and will be difficult to correct.
Should be the lowest number of points given. (0-10 pts)	Unacceptable- Vendor's offer is deficient and demonstrates very little understanding of goals and objectives of the project. Noted deficiencies are expected to be either very difficult to correct or are not correctable.

Table 3: Best Value Scale

10. EVALUATION OF PROPOSALS

10.1. RFP EVALUATION

The process for awarding this RFP may be done in phased sections. The Vendor’s Proposal will be evaluated based on the process outlined below. The Vendor(s) best meeting the WDVA’s requirement will proceed to the next step(s), if necessary, in this RFP process. Proposals with tied scores will be treated equally and the tied Vendor’s Proposals will be moved forward to the next phase if they are among the top scoring vendors chosen. Specific Criteria for RFP Evaluation:

Evaluation criteria may differ based on the need of the WDVA.

Criteria for Evaluation	
RFP Compliance/Administration	Pass/Fail
Business References	Pass/Fail
Financial/Business Requirements	Pass/Fail
Management Proposal	25%
Technical Proposal	30%
Cost Proposal	35%
Best Value	10%

Table 4: Evaluation Criteria

10.2. INITIAL DETERMINATION OF RESPONSIVENESS

Responses will be reviewed initially by the RFP Coordinator to determine on a pass/fail basis compliance with administrative requirements as specified herein. Vendors receiving a failing score from the Administrative review shall be viewed as not meeting the minimum mandatory requirements and will be eliminated from further consideration. The evaluation team shall only evaluate Proposals meeting this requirement.

10.3. PASS/FAIL EVALUATIONS

Responses meeting the Initial Determination of Responsiveness will then be reviewed on a pass/fail basis to determine if the Response meets the Mandatory requirements Sections 4, 6, 7, & 8). Only Responses meeting all Mandatory requirements will be further evaluated.

10.4. EVALUATION PROCEDURE

The evaluation process is designed to award this procurement not necessarily to the Vendor of least cost, but rather to the Vendor whose proposal best meets the requirements of this RFP and best meet the needs of the WDVA. However, Vendors are encouraged to submit proposals that are consistent with State government efforts to conserve state resources.

Responsive Proposals will be evaluated strictly in accordance with the requirements stated in this solicitation and any addenda issued. An evaluation team designated by the WDVA will evaluate the Proposals. The evaluation/selection process will consist of an evaluation of the written Proposal and demonstrations.

The following weighting and points will be assigned to the Proposal(s) for evaluation purposes:

- Management Proposal – 25% 250 points (maximum)
- Technical Proposal – 30% 300 points (maximum)

Cost Proposal - 35% 350 points (Maximum)

Best Value - 10% 100 points (Maximum)

TOTAL POINTS BEFORE WEIGHTED CALCULATION = 1000 POINTS

The WDVA reserves the right to award the contract to the Vendor whose Proposal is in the best interest of the WDVA and the state of Washington.

10.5. VENDOR TOTAL SCORE

Vendors' scores will be calculated by summing cost and non-cost factor points to determine the total score.

10.6. AWARD BASED ON MULTIPLE FACTORS

The evaluation process is designed to award the contract to the Vendor whose Proposal best meets the requirements of this RFP. The WDVA evaluation team will make the final decision/selection after analysis of the Proposals has been submitted to them by the RFP Coordinator.

10.7. DEBRIEFING OF UNSUCCESSFUL VENDORS

Vendors who submitted a Proposal and were not selected will be given the opportunity for a debriefing conference. The RFP Coordinator must receive the request for a debriefing conference within five (5) business days after the notification of unsuccessful Vendor letter is sent. The debriefing shall be held within five (5) business days of the request, unless otherwise agreed upon by the parties.

Discussion will be limited to a critique of the requesting Vendor's Proposal. Comparisons between Proposals or evaluations of the other Proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one hour.

10.8. RESOLUTION OF COMPLAINTS AND PROTESTS

10.8.1. Complaints

A complaint may be made before a Vendor responds to a solicitation document, if the Vendor believes that the document unduly constrains competition or contains inadequate or improper criteria. The written complaint must be made to the issuing AGENCY before the due date of the solicitation response. However, the AGENCY solicitation process may continue.

10.8.2. Protests

Protests may be made after the WDVA has announced the apparently successful Vendor and after the protesting Vendor has had a debriefing conference with the WDVA (Policy # DES-170-00). Protests may only be made on the below grounds:

- Arithmetic errors were made in computing the score.
- The AGENCY failed to follow procedures established in the solicitation document, or applicable state or federal laws or regulations.
- There was bias, discrimination, or conflict of interest on the part of an evaluator.

Protests are always made to the AGENCY conducting the acquisition. A person authorized to bind the Vendor to a contractual relationship must sign the protest letter. The AGENCY must receive the written protest within five (5) business days after the debriefing

conference. It must also postpone further steps in the acquisition process until the protest has been resolved.

Individuals not involved in the protested acquisition will objectively review the written protest material submitted by the Vendor and all other relevant facts known to the AGENCY. The AGENCY must deliver its written decision to the protesting Vendor within five (5) business days after receiving the protest, unless more time is needed. The protesting Vendor will be notified if additional time is necessary.

The WDVA's determination is final, and no further administrative appeal is available.

10.8.3. Form and Content

A protest must be in writing and must contain the facts and arguments upon which the protest is based and must be signed by a person authorized to bind the Vendor to a contractual relationship. At a minimum, this must include:

- The name of the protesting Vendor, its mailing address and phone number, and the name of the individual responsible for submission of the protest.
- Information about the acquisition and the acquisition method and name of the issuing AGENCY.
- Specific and complete statement of the AGENCY's action(s) being protested.
- Specific reference to the grounds for the protest.
- Description of the relief or corrective action requested.

Protests shall be addressed to:

Chief Financial Officer (CFO)
Department of Veterans Affairs
1102 Quince Street SE
PO Box 41150
Olympia, Washington 98504-1150

The Vendor shall also forward a copy to the [RFP Coordinator](#) documented in Section 2.1 on page 9 at the same time the protest is sent to the CFO.

Upon receipt of a protest, a protest review will be held by the WDVA. All available facts will be considered, and the Chief Financial Officer or his/her delegate will issue a decision within five (5) business days of receipt of the protest.

EXHIBIT A. STATE CERTIFICATIONS AND ASSURANCES

I/we make the following certifications and assurances as a required element of the Proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related Contract(s):

The prices and/or data have been determined independently, without consultation, communication, or Contract with others for restricting competition, as to any matter relating to such prices with any other Vendor. However, I/we may freely join with other persons or organizations for presenting a single Proposal.

The attached Proposal is a firm offer for a period of ninety (90) days following receipt, and it may be accepted by Washington State Department of Veteran Affairs (WDVA) without further negotiation at any time within the ninety (90) day period. In the case of protest, the protester's Proposal remains valid until the protest is resolved or the ninety (90) day offer period expires, whichever is later.

In preparing this Proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this RFP 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 Proposal. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)

I/we understand that the WDVA will not reimburse me/us for any costs incurred in the preparation of this Proposal. All Proposals become the property of the WDVA, and I/we claim no proprietary right to the ideas, writings, items, or samples. Submission of the attached Response constitutes Contract to abide by the procedures described in the RFP document.

No attempt has been made or will be made by the Vendor to induce any other person or Vendor to submit or not to submit a Proposal for the purpose of restricting competition.

Signature/Title

Vendor Name

Printed Name

Date

EXHIBIT B. VENDOR'S BUSINESS REFERENCES

Vendor		
Reference Name		
Contact Person 1		
Contact 1 Phone Fax Numbers		
Contact 1 Email address		
Contact Person 2		
Contact 2 Phone Fax Numbers		
Contact 2 Email Address		
Type of Business		
Original Amount of Contract		
Number of claims and or disputes by either party		
Identify any subcontractors performing 20% or more of contracted work		
Application Software Supplied/Services Provided	Project Date and Duration	

By signing this form, Vendor acknowledges and gives the WDVA permission to contact the Reference listed above at the WDVA's convenience.

Signature

Date

Printed Name

Title

EXHIBIT C. SAMPLE CONTRACT

CONTRACT NO. 305V-16-XXX
Contract for Services
between the
State of Washington
Department of Veterans Affairs
and
(Contractor)

This Contract is made and entered into by and between the state of Washington, Department of Veterans Affairs, hereinafter referred to as the "DEPARTMENT", and the below named firm, hereinafter referred to as "CONTRACTOR."

(contractor name)

(address)

(city, state zip)

Phone:

FAX:

Email:

WA State UBI Number:

I. PURPOSE

The purpose of this contract is to provide services to conduct and independent evaluation of . This project supports the WDVA strategic plan to increase veteran access to their benefits, reduce veteran homelessness, and serve more veterans by developing innovative approaches, and improve customer service.

II. SCOPE OF WORK

- A. Attachment A, attached hereto and incorporated by reference, contains the *General Terms and Conditions* governing work to be performed under this contract, the nature of the working relationship between the DEPARTMENT and the CONTRACTOR, and specific obligations of both parties.
- B. The CONTRACTOR will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as included in the DEPARTMENT'S Request for Proposals No. 2016-002, February 28, 2016, attached as Attachment B, and the CONTRACTOR'S proposal dated , attached as Attachment C and agreed upon Service Level Agreement (SLA) attached as Attachment D.
- C. The CONTRACTOR shall produce the following written reports or other written documents (deliverables) by the dates indicated below.

(TBD)

All written reports required under this contract must be delivered to (TBD), the Contract Manager, in accordance with the schedule above.

III. PERIOD OF PERFORMANCE

The period of performance under this contract will be from May 1, 2016, or date of execution, whichever is later, through September 30, 2017.

IV. COMPENSATION

Total compensation payable to CONTRACTOR for satisfactory performance of the work under this contract shall not exceed (\$). CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

(TBD)

Expenses

CONTRACTOR shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by the DEPARTMENT as reimbursable. The maximum amount to be paid to the CONTRACTOR for authorized expenses shall not exceed \$, which amount is included in the contract total above.

Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. CONTRACTOR shall receive compensation for travel expenses at current state travel reimbursement rates.

V. BILLING PROCEDURES AND PAYMENT

DEPARTMENT will pay CONTRACTOR after completion of each major part of the contract and receipt of properly completed invoices, which shall be submitted to the Contract Manager.

The invoices shall describe and document, to the DEPARTMENT'S satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the contract reference number 305V-15-XXX. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by the DEPARTMENT within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the CONTRACTOR.

The DEPARTMENT may, in its sole discretion, terminate the contract or withhold payments claimed by the CONTRACTOR for services rendered if the CONTRACTOR fails to satisfactorily comply with any term or condition of this contract.

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the DEPARTMENT.

VI. CONTRACT MANAGEMENT

The Contract Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this contract.

CONTRACTOR Contract Manager Information	DEPARTMENT Contract Manager Information
Enter Contract Manager's Name Enter Name of CONTRACTOR Enter CONTRACTOR Address Enter City, State & Zip Code Phone : () Fax: () Email address:	Steven Gill Department of Veterans Affairs P.O. Box 41155 Olympia. WA 98504-1155 Phone: (360) 725-2235 Fax: () Email address:

VII. INSURANCE

The CONTRACTOR shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the CONTRACTOR or subcontractor, or agents of either, while performing under the terms of this contract.

The CONTRACTOR shall provide insurance coverage, which shall be maintained in full force and effect during the term of this contract, as follows:

- A. Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence.

Additionally, the CONTRACTOR is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

- B. The insurance required shall be issued by an insurance company/ies authorized to do business within the state of Washington, and shall name the state of Washington, its agents and employees as additional insureds under the insurance policy/ies.

All policies shall be primary to any other valid and collectable insurance. CONTRACTOR shall instruct the insurers to give DEPARTMENT thirty (30) calendar days advance notice of any insurance cancellation.

CONTRACTOR shall submit to DEPARTMENT within fifteen (15) calendar days of the contract effective date, a certificate of insurance that outlines the coverage and limits defined in the *Insurance* section. CONTRACTOR shall submit renewal certificates as appropriate during the term of the contract.

VIII. ASSURANCES

DEPARTMENT and the CONTRACTOR agree that all activity pursuant to this contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

IX. ORDER OF PRECEDENCE

Each of the exhibits listed below is by this reference hereby incorporated into this contract. In the event of an inconsistency in this contract, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal and state of Washington statutes and regulations
2. Special terms and conditions as contained in this basic contract instrument
3. Attachment A – General Terms and Conditions

Attachment A **GENERAL TERMS AND CONDITIONS**

1. **DEFINITIONS** As used throughout this Contract, the following terms shall have the meanings set forth below:

- a. "CLIENT" shall mean an individual receiving service under this Contract.
- b. "CONTRACTOR" shall mean that agency, firm, provider organization, individual or other entity performing services under this Contract. It shall include any subcontractor retained by the prime CONTRACTOR as permitted under the terms of this agreement.
- c. "DEPARTMENT's VETERANS SERVICES DIVISION ADMINISTRATOR" shall mean that individual authorized to administrate this agreement on behalf of the DEPARTMENT.
- d. "DEPARTMENT" shall mean the DEPARTMENT OF VETERANS AFFAIRS of the state of Washington, any division, section, office, unit or other entity of the DEPARTMENT or any of the officers or other officials lawfully representing that DEPARTMENT.
- e. "PERSONAL INFORMATION" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- f. "SUBCONTRACTOR" shall mean one not an employee of the CONTRACTOR, who is performing all or part of those services under this Contract under a separate contract with the CONTRACTOR. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.
- g. "SUBRECIPIENT" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes CONTRACTORS that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.

2. **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336**, also referred to as the "ADA" 28 CFR Part 35 - The CONTRACTOR must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

3. **ASSIGNMENT** – Neither this Contract, nor shall any claim arising under this Contract, shall be transferred or assigned by the CONTRACTOR without prior written consent of the DEPARTMENT.

4. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY** - If federal funds are the basis for this Contract, the CONTRACTOR certifies that neither it nor its principals are presently debarred, declared ineligible or voluntarily excluded from participation in transactions by any federal department or agency.

5. **CHANGE IN STATUS** – In the event of substantive change in the legal status, organizational structure or fiscal reporting responsibility of the CONTRACTOR, CONTRACTOR agrees to notify

the DEPARTMENT of the change. CONTRACTOR shall provide notice as soon as practicable, but no later than thirty days after such a change takes effect.

6. CHANGES AND MODIFICATIONS The DEPARTMENT may, at any time, by written notification to the CONTRACTOR, and without notice to any known guarantor or surety, make changes within the general scope of the services to be performed under the Contract. If the CONTRACTOR agrees to such changes, a written contract amendment reflecting such change shall be executed by the parties. An equitable adjustment in cost or period of performance or both may be made if required by the change. Any claim for adjustment in price or period of performance must be received within thirty (30) days of the CONTRACTOR's receipt of the change notice.

The DEPARTMENT may, however, receive and act upon any such claim at any time prior to final payment under this Contract at his/her discretion.

Failure to agree to any adjustment made under this section shall be an issue and may be reviewed as provided in the "Disputes" section of this Contract. Nothing in this section shall excuse the CONTRACTOR from proceeding with the Contract as changed.

7. CONFLICT OF INTEREST – The DEPARTMENT may, in its sole discretion, by written notice to the CONTRACTOR, terminate this Contract if it finds, after due notice and examination by the DEPARTMENT that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONTRACTOR in the procurement of or performance under, this Contract.

In the event this Contract is terminated as provided above, the DEPARTMENT shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of this Contract by the CONTRACTOR. The rights and remedies of the DEPARTMENT provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the DEPARTMENT makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Contract.

8. COVENANT AGAINST CONTINGENT FEES – The CONTRACTOR warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agent maintained by the CONTRACTOR for the purpose of securing business. The DEPARTMENT shall have the right, in the event of breach of this clause by the CONTRACTOR, to annul this Contract without liability or, in its discretion, to deduct from this Contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fees.

9. DISPUTES - Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the DEPARTMENT's Director or his or her designee.

- a. The request for a dispute hearing must:
 - Be in writing;
 - State the disputed issues;
 - State the relative positions of the parties;
 - State the CONTRACTOR's name, address, and this Contract number; and

Be mailed to the agent and the other party's (respondents) within 3 working days after the parties agree that they cannot resolve the dispute.

b. The respondent shall send a written answer to the requestor's statement to both the agent and the requestor within 5 working days.

c. The agent shall review the written statements and reply in writing to both parties within 10 working days. The agent may extend this period if necessary by notifying the parties.

d. The decision shall be admissible in any succeeding judicial or quasi-judicial proceeding.

e. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

10. **GOVERNING LAW** - This Contract shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.

11. **INDEMNIFICATION** – To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend and hold harmless state, agencies of state and all officials, agents and employees of state, from and against all claims for injuries or death arising out of or resulting from the performance of the this Contract.

CONTRACTOR's obligations to indemnify, defend, and hold harmless includes any claim by CONTRACTOR's agents, employees, representatives or any subcontractor or its employees.

CONTRACTOR expressly agrees to indemnify, defend, and hold harmless the state for any claim arising out of or incident to CONTRACTOR's or any subcontractor's performance or failure to perform this Contract. CONTRACTOR's obligation to indemnify, defend, and hold harmless the state, shall not be eliminated or reduced by any actual or alleged concurrent negligence of the state or its agents, agencies, employees and officials.

CONTRACTOR waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officials, agents or employees.

12. **INDEPENDENT CAPACITY** – The parties intend that an independent CONTRACTOR relationship will be created by this Contract. The CONTRACTOR and his or her employees or agents performing under this Contract are not employees or agents of the DEPARTMENT. The CONTRACTOR will not hold himself/herself out as nor claim to be an officer or employee of the DEPARTMENT or of the state of Washington by reason hereof, nor will the CONTRACTOR make any claim of right, privilege or benefit that would accrue to such employee under law. Conduct and control of the work will be solely with the CONTRACTOR.

13. **LICENSING AND ACCREDITATION STANDARDS** The CONTRACTOR shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary in the performance of this Contract.

14. **LIMITATION OF AUTHORITY** Only the DEPARTMENT or its delegate by writing (delegation to be made prior to action) shall have the express, implied or apparent authority to alter, amend, modify or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification or waiver of any clause or condition of this Contract is not effective or binding unless made in writing and signed by the DEPARTMENT.

15. **NONDISCRIMINATION** – During the performance of this Contract, the CONTRACTOR shall comply with all federal and state nondiscrimination laws, regulations and policies. 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 the DEPARTMENT. The CONTRACTOR shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

16. **OVERPAYMENTS AND ASSERTION OF LIEN** In the event that the DEPARTMENT establishes overpayments or erroneous payments made to the CONTRACTOR under this Contract, the DEPARTMENT may secure repayment, plus interest, if any, through the filing of a lien against the CONTRACTOR's real property or by requiring the posting of a bond, assignment of deposit or some other form of security acceptable to the DEPARTMENT or by doing both.

17. **PERFORMANCE MEASUREMENT AND MONITORING** – Impacts and outcomes achieved as a result of the delivery of services may be measured and evaluated by the DEPARTMENT in a Periodic Performance Report form, in accordance with Exhibit A. The DEPARTMENT may evaluate CONTRACTOR's performance at Contract completion and at least once a quarter. An annual evaluation will be conducted during the sixty-day period following this Contract anniversary date, except DEPARTMENT can establish which better accommodates the DEPARTMENT's particular needs. The evaluation will cover a period ending with an established date. The DEPARTMENT may utilize the standardized Period Performance Report form and/or supplement the process with special performance factors peculiar to the specific contractual needs. Each evaluation shall include an assessment of the CONTRACTOR's efforts toward achieving DEPARTMENT objectives. The form is designed to aid the DEPARTMENT in referrals, clarify CONTRACTOR's duties and DEPARTMENT expectations, and inform CONTRACTORS of their performance strengths and weaknesses.

18. **PRIVACY** - Personal information collected, used or acquired in connection with this Contract shall be used solely for the purposes of this Contract. CONTRACTOR and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as provided by law. CONTRACTOR agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

The DEPARTMENT reserves the rights to monitor, audit or investigate the use of personal information collected, used or acquired by the CONTRACTOR through this Contract. The monitoring, auditing or investigating may include but is not limited to "salting" by the DEPARTMENT. CONTRACTOR shall certify the return or destruction of all personal information upon expiration of this Contract. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the Contract and the demand for return of all personal information. The CONTRACTOR agrees to indemnify and hold harmless the DEPARTMENT for any damages related to the CONTRACTOR's unauthorized use of personal information.

For the purposes of this provision, personal information includes but is not limited to information identifiable to an individual that relates to a natural person's health, finances, education, business, use or receipt of governmental services or other activities, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and other identifying numbers.

19. RECORDS, DOCUMENTS, AND REPORTS – The CONTRACTOR shall maintain all books, records, documents, data and other evidence relating to this Contract and performance of the services described herein, including but not limited to accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. CONTRACTOR shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under this Contract, shall be subject at all reasonable times to inspection, review or audit by the DEPARTMENT, personnel duly authorized by the DEPARTMENT, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

20. REGISTRATION WITH DEPARTMENT OF REVENUE - The CONTRACTOR shall complete registration with the Department of Revenue, General Administration Building, Olympia WA 98504, and be responsible for payment of all taxes due on payments made under this Contract.

21. RIGHT OF INSPECTION The CONTRACTOR shall provide right of access to its facilities to the DEPARTMENT or any of their officers at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract on behalf of the DEPARTMENT. All inspections and evaluations shall be performed in such a manner that will not unduly interfere with the CONTRACTOR's business or work hereunder.

22. RIGHTS IN DATA Unless otherwise provided, data that originates from this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the DEPARTMENT. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

Data that is delivered under this Contract, but that does not originate therefrom, shall be transferred to the DEPARTMENT with a nonexclusive, royalty free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; provided that such license shall be limited to the extent that the CONTRACTOR has a right to grant such a license.

The CONTRACTOR shall exert all reasonable effort to advise the DEPARTMENT, at the time of delivery of data furnished under this agreement, of all known or potential invasions of privacy contained therein and of any portion of such document, which was not produced in the performance of this agreement. The DEPARTMENT shall receive prompt written notice of each notice or claim or copyright infringement received by the CONTRACTOR with respect to any data delivered under this agreement. The DEPARTMENT shall have the right to modify or remove any restrictive markings placed upon the data by the CONTRACTOR.

23. **SAFEGUARDING OF INFORMATION** - The CONTRACTOR shall not use or disclose any Personal Information gained by reason of this Contract or Information that may be classified as confidential for any purpose not directly connected with the administration of this Contract except (1) with prior written consent of the DEPARTMENT or (2) as may be required by law. The CONTRACTOR shall safeguard such information and shall return or certify destruction of the information upon this Contract expiration or termination.

24. **SAVINGS** In the event funding from state, federal or other sources is withdrawn, reduced or limited in any way after the effective date of this Contract and prior to normal completion, the DEPARTMENT may terminate this Contract under the "Termination for Convenience" clause, without advance notice.

25. **SEVERABILITY** – If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract that can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Contract, and to this end the provisions of this Contract are declared to be severable.

26. **SUBCONTRACTING** - Neither the CONTRACTOR nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this Contract without obtaining prior written approval of the DEPARTMENT. In no event shall the existence of the subcontract operate to release or reduce the liability of the CONTRACTOR to the DEPARTMENT for any breach in the performance of the CONTRACTOR's duties. This clause does not include contracts of employment between the CONTRACTOR and personnel assigned to work under this Contract.

27. **TERMINATION FOR CONVENIENCE** Except as otherwise provided in this Contract, the DEPARTMENT or the CONTRACTOR may, by thirty (30) days written notice, beginning on the second day after the mailing, terminate this Contract in whole or in part. If this Contract is so terminated, the DEPARTMENT shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

28. **TERMINATION FOR DEFAULT** - The DEPARTMENT may terminate this Contract for default, in whole or in part, by written notice to the CONTRACTOR if the DEPARTMENT has a reasonable basis to believe that the CONTRACTOR has:

- Failed to meet or maintain any requirement for Contracting with the DEPARTMENT;
- Failed to ensure the health or safety of any client for whom services are being provided under this Contract;
- Failed to perform under or otherwise breached, any term or condition of this Contract; and/or
- Violated any applicable law or regulation.

If it is later determined that the CONTRACTOR was not in default, the termination shall be considered a termination for convenience.

29. **TERMINATION PROCEDURE** Upon termination of this Contract, the DEPARTMENT, in addition to any other rights provided in this Contract, may require the CONTRACTOR to deliver to the DEPARTMENT any property specifically produced or acquired for the performance of such part of this agreement as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The DEPARTMENT shall pay to the CONTRACTOR the agreed upon price, if separately stated, for completed work and services accepted by the DEPARTMENT and the amount agreed upon by the CONTRACTOR and the DEPARTMENT for (a) completed work and services for which no separate price is stated, (b) partially completed work and services, (c) other property or services that are accepted by the DEPARTMENT, and (d) the protection and preservation of the property, unless the termination is for default, in which case the DEPARTMENT shall determine the extent of the liability of the DEPARTMENT. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this agreement.

The DEPARTMENT may withhold from any amounts due the CONTRACTOR for such completed work or services such sum as the DEPARTMENT determines to be necessary to protect the DEPARTMENT against potential loss or liability.

The rights and remedies of the DEPARTMENT provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

After receipt of a notice of termination, and except as otherwise directed by the DEPARTMENT, the CONTRACTOR shall:

- a. Stop work under the agreement on the date and to the extent specified in the notice;
- b. Place no further orders or subcontracts for materials, services or facilities except as necessary to complete such portion of the work not terminated;
- c. Assign to the DEPARTMENT, in the manner, at the times, and to the extent directed by the DEPARTMENT, all of the rights, titles, and interest of the CONTRACTOR under the orders and subcontracts in which case the DEPARTMENT has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the DEPARTMENT to the extent he/she may require, which approval or ratification shall be final for all the purposes of this clause; Transfer title to the DEPARTMENT and deliver, in the manner, at the times and to the extent as directed by the DEPARTMENT, any property which, if the Contract had been completed, would have been required to be furnished to the DEPARTMENT; Complete performance of such part of the work not terminated by the DEPARTMENT; and,
- g. Take such action as may be necessary or as the DEPARTMENT may direct, for the protection and preservation of the property related to this Contract that is in the possession of the CONTRACTOR and in which the DEPARTMENT has or may acquire an interest.

30. TREATMENT OF ASSETS - Title to all property financed or furnished by the DEPARTMENT shall remain in the DEPARTMENT. Title to all property purchased by the CONTRACTOR, for which the CONTRACTOR is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vest in the DEPARTMENT upon delivery of such property to the CONTRACTOR. Title to other property, the cost of which is reimbursable to the CONTRACTOR under the Contract, shall pass to and vest in the DEPARTMENT upon (i) issuance for use of such property in the performance of this Contract or (ii) commencement of use of such property in the performance of this Contract or (iii) reimbursement of the cost thereof by the DEPARTMENT in whole or in part, whichever first occurs.

Any property of the DEPARTMENT furnished to the CONTRACTOR shall, unless otherwise provided herein or approved by the DEPARTMENT, be used only for the performance of this Contract.

The CONTRACTOR shall be responsible for any loss or damage to property of the DEPARTMENT that results from the negligence of the CONTRACTOR or that results from the failure on the part of the CONTRACTOR to maintain and administer that property in accordance with sound management practices.

If any DEPARTMENT property is lost, destroyed or damaged, the CONTRACTOR shall notify the DEPARTMENT and shall take all reasonable steps to protect the property from further damage.

The CONTRACTOR shall surrender to the DEPARTMENT all property of the DEPARTMENT prior to settlement upon completion, termination or cancellation of this Contract.

All reference to the CONTRACTOR under this clause shall include CONTRACTOR's employees, agents or subcontractors.

31. **WAIVER OF DEFAULT** Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Waiver shall not be construed to be a modification of the terms of the Contract unless stated to be such in writing, signed by the DEPARTMENT.

ATTACHMENT B

Request for Proposals No. RFP 2016-002

ATTACHMENT C

Contractor's Response to RFP 2016-002 dated

EXHIBIT D. EXCEPTIONS TO SAMPLE CONTRACT

(M) Terms and Conditions

The Apparent Successful Vendor is expected to enter into a Contract that is substantially the same as the sample contract and its general terms and conditions attached as [Exhibit C](#). In no event is a Vendor to submit its own standard contract terms and conditions in response to this solicitation. The WDVA will review requested exceptions and accept or reject the same at its sole discretion. Due to the nature of services being provided we will consider/negotiate additional industry standard terms and conditions that would be offered by the Vendor for inclusion in the contract as additional Exhibits. However, the WDVA reserves at its sole discretion to accept or reject these additional exhibits. A Vendor may submit changes to the content of the Contract as presented in [Exhibit C](#).

The Vendor must provide one of the two following statements here in response to this section:

“<Vendor Name> accepts the terms of XXXX Contract”

Or

“<Vendor Name> accepts the terms of the XXXX Contract, EXCEPT FOR those areas identified in [Exhibit D](#) to this RFP Proposal.”

All identified exceptions, modifications, and/or additions shall be included as [Exhibit D](#) to the Proposal and clearly marked mandatory or proposed as set forth below in this section. Identify each proposed exception, modification, and/or addition in the following format:

1. State the page number of this RFP
2. State the Contract paragraph in full
3. State the proposed revised paragraph verbiage in full

The Vendor must clearly identify all submitted exceptions, modifications and/or additions as to one of the two categories:

Mandatory: A Vendor submitting a mandatory exception, modification, and/or addition, is declaring that the change is a requirement within its proposal. If the change is not acceptable to the WDVA, then the Vendor does not want its proposal to be considered or evaluated by the WDVA.

Proposed: A Vendor submitting a proposed exception, modification, and/or addition, is asking that the WDVA consider it, and if acceptable to the WDVA, include the proposed wording in any resulting Contract.

EXHIBIT E. (M/S) COST PROPOSAL

Cost Proposal is to be submitted utilizing the Microsoft Excel work book attached to this RFP. (Should the Vendor be unable to download the Excel from the WEBS site <http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/WEBSRegistration.aspx>, Vendor is to contact the RFP Coordinator to request it be delivered to them electronically.)

APPENDIX A. TO EXHIBIT E – FIXED BID CERTIFICATION (M)

State your Firm's total fixed cost, including Consultants, travel and per diem, and all other associated costs as specified in the tasks as defined in this RFP.

\$_____ Fixed-Price Bid

I hereby certify and acknowledge that this is a fixed cost proposal for delivery of services that it includes all Costs for performing the tasks as defined in this RFP.

Signature

Name:

Firm's Name: