

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

**Request for Proposals  
RFP NO. 2022-002**

**PROJECT TITLE: VA Claims and Benefits Assistance in  
Whatcom County**

**PROPOSAL DUE DATE: June 17, 2022, 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:  
July 19, 2022 through December 31, 2022**

**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

**REQUEST FOR PROPOSAL RFP 2022-002**

- 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 ..... 15
- 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

**REQUEST FOR PROPOSAL RFP 2022-002**

- 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
- 6. MANAGEMENT PROPOSAL ..... 25
  - 6.1. (M/S) Project Management..... 25
    - 6.1.1. (M/S) Proposing Vendor’s Organization Chart ..... 25
    - 6.1.2. (M/S) Proposing Vendors Responsibilities and Qualifications ..... 25
  - 6.2. (M) statement of work..... 25
    - 6.2.1. Project background ..... 25
    - 6.2.2. Objectives of this Contract..... 25
    - 6.2.3. Vision ..... 26
    - 6.2.4. Scope..... 26
- 7. TECHNICAL REQUIREMENTS ..... 29
  - 7.1. Section Requirements..... 29
    - 7.1.1. (M/S) Business and Technical Requirements ..... 29
    - 7.1.2. (M/S) Recent Experience Other Veterans Organizations ..... 29
    - 7.1.3. (M/S) Other Relevant Experience ..... 29
    - 7.1.4. (M/S) List of Contracts..... 29
  - 7.2. (M/S) Work Plan..... 29
  - 7.3. (M/S) Project Schedule ..... 30

**REQUEST FOR PROPOSAL RFP 2022-002**

- 7.4. (M/S) Outcomes and Performance Measurement..... 30
- 7.5. (M/S) Risks ..... 30
- 7.6. (M/S) Deliverables..... 30
- 8. PROPOSED BUDGET ..... 31**
  - 8.1. Section Requirements..... 31
  - 8.2. budget Information ..... 31
  - 8.3. (M) Identification of budget Costs ..... 31
    - 8.3.1. (M) Additional Required Identification of Costs..... 31
    - 8.3.2. (M) Subcontractor Identification of Costs..... 31
  - 8.4. (M) Rates ..... 31
  - 8.5. (M) Award Not Based On Price Alone ..... 31
  - 8.6. (M) State Sales Tax ..... 31
  - 8.7. (M) OMWBE COSTS..... 32
  - 8.8. (M) Veteran Owned Business Costs ..... 32
- 9. BEST VALUE TO WDVA..... 33**
  - 9.1. (M/S) Best Value ..... 33
  - 9.2. Scoring of Best Value ..... 33
- 10. EVALUATION OF PROPOSALS ..... 34**
  - 10.1. RFP Evaluation..... 34
  - 10.2. Initial Determination of Responsiveness..... 34
  - 10.3. Pass/Fail Evaluations ..... 34
  - 10.4. Evaluation Procedure..... 34
  - 10.5. Vendor Total Score ..... 35
  - 10.6. Award Based on Multiple Factors ..... 35
  - 10.7. Debriefing of Unsuccessful Vendors ..... 35
  - 10.8. Resolution of Complaints and Protests ..... 35
    - 10.8.1. Complaints..... 35
    - 10.8.2. Protests ..... 35
    - 10.8.3. Form and Content ..... 36
- EXHIBIT A. STATE CERTIFICATIONS AND ASSURANCES..... 37**

REQUEST FOR PROPOSAL RFP 2022-002

EXHIBIT B. VENDOR'S BUSINESS REFERENCES..... 38  
EXHIBIT C. SAMPLE CONTRACT..... 39  
EXHIBIT D. EXCEPTIONS TO SAMPLE CONTRACT ..... 73  
EXHIBIT E. (M) BUDGET COST PROPOSAL..... 74

TABLE OF FIGURES

No table of figures entries found.

TABLE OF TABLES

Table 1: RFP Coordinator Contact Information.....9  
Table 2: Schedule for RFP Evaluation..... 10  
Table 3: Best Value Scale.....33  
Table 4: Evaluation Criteria .....34

## REQUEST FOR PROPOSAL RFP 2022-002

### 1. INTRODUCTION

#### 1.1. PURPOSE

The Washington Department of Veterans Affairs (WDVA) is initiating this RFP to solicit proposals from accredited Veterans Service Organizations to provide veterans and the public with VA claims and benefits assistance in Whatcom County, WA under a client services contract. This contract opportunity involves maintaining regular business hours 5 days a week in Whatcom County at the Bellingham Vet Center.

#### 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 be registered in Department of Enterprise Service's Washington Electronic Business Solution (WEBS) as outlined in Section 1.7.
- Vendors must be federally accredited by the U.S. Department of Veterans Affairs under Title 38 CFR 14.628 as a national organization or regional or local organization.

#### 1.3. FUNDING

The WDVA has budgeted an amount not to exceed Twenty-Eight Thousand Three Hundred Eighteen and 50/100 Dollars (\$28,318.50) for this project (\$14,159.25 per quarter). Proposals in excess of \$28,318.50 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 July 15, 2022 or upon execution, and end December 31, 2022. 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.

## REQUEST FOR PROPOSAL RFP 2022-002

**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.



**REQUEST FOR PROPOSAL RFP 2022-002**

**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	Jared Langton
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	360-725-2211
Fax Number	360-725-2197
Email Address	<a href="mailto:Jared.Langton@dva.wa.gov">Jared.Langton@dva.wa.gov</a>

**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 2022-002**

Specific schedule for RFP Evaluation:

<b>Activity/Event</b>	<b>Date/Time</b>
Issue RFP document (Available for download from <a href="http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/WEBSRegistration.aspx">http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/WEBSRegistration.aspx</a> )	May 19, 2022
<p><b>Pre-Bid Conference:</b> (Use links and/or number below to access this meeting)</p> <p align="center"><b>Join on your computer or mobile app</b> <a href="#">Click here to join the meeting</a></p> <p align="center"><b>Or call in (audio only)</b> +1 564-999-2000,,706512219# United States, Olympia Phone Conference ID: 706 512 219# <a href="#">Find a local number</a>   <a href="#">Reset PIN</a> <a href="#">Learn More</a>   <a href="#">Meeting options</a></p>	1 pm 2 pm Friday, June 3, 2022
<b>Proposals due (M)</b>	<b>4:00 PM PDT, June 19, 2022</b>
Evaluate proposals	June 23-28, 2022
Announce “Apparent Successful Contractor” (ASC) and send notification via email to unsuccessful Vendors	July 5, 2022
Timeline to Negotiate contract (Anticipated.) Award Results Posted on WEBS.	July 6-18, 2022
Begin contract work (Proposed)	July 19, 2022

**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.

**REQUEST FOR PROPOSAL RFP 2022-002**

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.

## REQUEST FOR PROPOSAL RFP 2022-002

### 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.

## REQUEST FOR PROPOSAL RFP 2022-002

### 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.

## REQUEST FOR PROPOSAL RFP 2022-002

### **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.

## REQUEST FOR PROPOSAL RFP 2022-002

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.

## REQUEST FOR PROPOSAL RFP 2022-002

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](http://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 form 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:



## REQUEST FOR PROPOSAL RFP 2022-002

### **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.

In addition, as part of the contract resulting from this RFP, Whatcom County, 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 the resulting contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the state and County.

### **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.

## REQUEST FOR PROPOSAL RFP 2022-002

### 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. Budget 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 38, 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.

**REQUEST FOR PROPOSAL RFP 2022-002**

**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 June 19, 2022, 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

## REQUEST FOR PROPOSAL RFP 2022-002

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.

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.

### **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 39. 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 73, 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.

## REQUEST FOR PROPOSAL RFP 2022-002

### 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**".

**REQUEST FOR PROPOSAL RFP 2022-002**

**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.

**REQUEST FOR PROPOSAL RFP 2022-002**

**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.

In addition, the following will be placed in the contract resulting from this RFP:

## REQUEST FOR PROPOSAL RFP 2022-002

“The CONTRACTOR shall provide proof of insurance for general comprehensive liability in the amount of \$1,000,000 to cover Contractor's activities during the term of this Contract. Proof of insurance shall be in a form acceptable and approved by the AGENCY and Whatcom COUNTY. A certificate of insurance naming the AGENCY and Whatcom COUNTY, its elected officials, officers, employees and/or volunteers as additional insured's and naming the AGENCY and Whatcom COUNTY as a certificate holder shall accompany this Contract for signing. Thirty (30) days' written notice to the AGENCY and Whatcom COUNTY of cancellation of the insurance policy is required. The subcontractor's insurance shall be primary. Any insurance or self-insurance maintained by the AGENCY and Whatcom COUNTY, its officers, officials, employees or volunteers shall be excess of subcontractor's insurance and shall not contribute to it.”

### **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 38 provides a worksheet that must be completed for each of the references.

## REQUEST FOR PROPOSAL RFP 2022-002

### 6. MANAGEMENT PROPOSAL

The State of Washington Department of Veterans Affairs (WDVA) is seeking proposals to provide a full-time Accredited Veteran Service Organization Representative (Veteran Service Officer), with Federal VA accreditation approved or pending under Title 38 CFR 14.629, in Whatcom County Washington.

#### 6.1. (M/S) PROJECT MANAGEMENT

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

The Vendor must provide an 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 qualifications of the staff that will be assigned to this project. Include any required involvement of WDVA staff or other stakeholders.

#### 6.2. (M) STATEMENT OF WORK

##### 6.2.1. Project background

The Washington State Department of Veterans Affairs is requesting proposals from veterans service organizations to provide veterans and the public with VA claims and benefits assistance in Whatcom County, WA under a client services contract. This contract opportunity involves maintaining regular business hours 5 days a week in Whatcom County at the Bellingham Vet Center.

The Vendor would be responsible for maintaining its own office space as well as maintaining commercial general liability insurance and incurring all other costs associated with providing services (computer, telecommunications, postage, office supplies, travel, etc.).

Only veteran service organizations that are federally accredited by the U.S. Department of Veterans Affairs under Title 38 CFR 14.628 as a national organization or regional or local organization will be considered for this opportunity.

The initial contract period for this work is estimated to be six (6) months. However, should the project work be successful, it is anticipated that additional amendments for annual work would be made available should funding becomes available.

##### 6.2.2. Objectives of this Contract

- Increase the percentage of veterans and family members in Whatcom County receiving service-connected disability compensation and/or nonservice-connected pension payments from the U.S. Department of Veterans Affairs.
- Improve outreach (presence and contact) to Whatcom County.
- Develop collaborative relationships with local providers of veteran's services.

## REQUEST FOR PROPOSAL RFP 2022-002

### 6.2.3. Vision

At the end of this project, the contractor should:

- Provide WDVA with a report detailing the number of VA claims for service-connected disability compensation, nonservice-connected pension, and survivors' benefits including dependency and indemnity compensation, and/or survivors pension that are filed with the VA
- Provide WDVA with a report detailing the number of medical issues on which claims are based
- Provide WDVA with a report of the approval rating or "batting average" of the claims that are filed, determined by the total number of approved medical issues within claims. Each claim may contain a single or multiple medical issues within the claim, and each medical issue is approved or denied individually, therefore the "batting average" is calculated on an issue by issue basis
- Provide WDVA with a report detailing the number of VA claims for other veterans' benefits including Post-9/11 caregiver benefits, education benefits, vocational rehabilitation, VA health care enrollments, VA health care enrollments for family members (CHAMPVA), VA dental care, automobile allowance for adaptive automobiles, national cemetery enrollment, and burial benefits (burial allowance, plot allowance, headstones, markers, medallions and burial flags).
- Provide WDVA with a report of the VA payments to veterans and their families benefits that are a direct result of claims that are filed

### 6.2.4. Scope

A. Provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1. Assure that all Accredited Representatives (Service Officers) within the Organization have read and understand the following section of Title 38, Code of Federal Regulations, Part 14:

14.628(B)(2)(i) "...neither the organization nor its accredited representatives will charge or accept a fee or gratuity for service to a claimant and that the organization will not represent to the public that the Department of Veterans Affairs recognition of the organization is for any purpose other than claimant representation..."

2. Incorporate and utilize the "Claims Quality-Assurance Program (Q-A Program)" database format.

3. Maintain and operate claims offices in Whatcom County. Office shall be staffed full-time with an Accredited Veteran Service Officer.

Designate in writing, one staff member to perform duties and functions as the "Claims Q-A Officer".

4. The designated Claims Q-A Officer must be a Service Officer certified as herein provided, accredited by the Vendor and have access to the VA Veterans Benefits Management System (VBMS). Certification of the Q-A Officer through the VA's TRIP training program should be accomplished within this Contract period.

5. Report any change in the Designated Claims Q-A Officer, in writing, to the DEPARTMENT's Veterans Services Division Administrator. The designated Claims Q-A Officer must be experienced in the use and maintenance of an Excel spreadsheet.

6. Require all VA claims bearing Vendor's Authorization to Represent Claimant (VA Form 21-22) to be submitted with the Vendor's Claims Quality-Assurance Program Cover Sheet. Every claim shall be sent to the designated Claims Q-A Officer for initial review and completion of any needed further development. Vendor shall establish sufficient internal organizational procedures for notification/direction to all Service Officers to preclude

**REQUEST FOR PROPOSAL RFP 2022-002**

CONTRACTOR's claims from being submitted directly to the VA without first being quality-assured by the Claims Q-A Officer.

7. Initial processing of the VA claim by the Claims Q-A Officer shall include the following:
  - a. Receiving (and date-stamping) the claim;

## REQUEST FOR PROPOSAL RFP 2022-002

- b. Logging initial data into the spreadsheet;
  - c. Quality-assuring the claim;
  - d. Completing claim improvement actions, as necessary;
  - e. Submitting the claim to VA for processing, with the Vendors "Claims Quality-Assurance Program Cover Sheet" attached. This Cover Sheet will contain the signature of the Claims Q-A Officer. The signature will attest that the attached claim is as substantially complete and well developed as possible.
  - f. Ensure Cover Sheet will also include the name, address and telephone number of the Service Officer who submitted the claim to the CONTRACTOR's Q-A Officer.
  - g. Retain a file copy of each Cover Sheet by Service Officer for the duration of this Contract.
8. Upon promulgation of the claim by the VA, subsequent processing of the VA claim by the Claims Q-A Officer will include the following: Entering statistics into the database, for computation of the Service Officer's "Batting Average" (issues granted divided by issues rated contained within the claim).
  9. Maintain a current (i.e., updated daily) organizational-level "Claims Q-A Program" database, which reflects the effectiveness and skill-level of each contributing Service Officer. The database remains the property of the CONTRACTOR.
  10. Incorporate failsafe measures for backup/safeguarding of data contained in the Claims Q-A Program database, to include all historical End-of-Month Reports. All such backup/safeguard measures shall be at the CONTRACTOR's expense.
  11. Produce and submit the following two (2) End-of-Month Reports each month. Modification of the Report formats is not authorized. .
    - a. Report Number 1: Service Officer Report – Service-Connected Claims. This Report reflects the CONTRACTOR's individual Service Officers Service-Connected Claims Submitted, Issues Submitted, Claims Rated, Issues rated, Batting Average, and Money Generated, for Current Month and Fiscal Year to Date (FYTD) as well as the Current Month and Fiscal Year to Date (FYTD) organizational "Batting Average".
    - b. Report Number 2: Service Report – Non-Service-Connected Claims. This Report reflects the CONTRACTOR's individual Service Officers Non-Service-Connected Claims Submitted, Issues Submitted, Claims Rated, Issues rated, Batting Average, and Money Generated, for Current Month and Fiscal Year to Date (FYTD) as well as the Current Month and Fiscal Year to Date (FYTD) organizational "Batting Average".
  12. Verification will occur annually the WDVA's Veterans Services Administrator or designated staff and with the Vendor's designated "Claims quality-Assurance Program Officer".
  13. Documents to be reviewed at the annual meeting database, for the previous month. From there, the WDVA's Veterans Services Administrator or designated staff will randomly select up to five (5) Rating Decisions for review and verification of reported results.
  14. To protect the Claimant/Representative confidentiality, database pages will be printed to show only the first letter of veterans' last name and the last 4 digits of the VA C-File Numbers. The five (5) Rating Decisions provided for review/verification will also be modified to show the first initial of the veteran's last name and last 4 digits of the C-File Number.
  15. The WDVA's Veterans Services Administrators or designated staff will produce and provide an annual "Review and Verification Findings Report". This report will provide feedback to the Vendor and the Vendor's Claims Q-A Program Officer regarding the outcome of the report-verification process.

## REQUEST FOR PROPOSAL RFP 2022-002

16. Should the Vendor's Claims Q-A Program Officer have difficulty with the report or the database format, the WDVA's Veterans Services Administrator or designated staff may provide additional training in the reporting format and/or schedule additional meetings to review the spreadsheet with the Vendor.

17. The Vendor must provide the above two (2) Reports by e-mail to the WDVA's Veterans Services Administrator's designated staff by the 10<sup>th</sup> day of the following month.

18. Outreach Services are considered by the WDVA to be a central feature of this Contract. Minimal (or no) support to these outreach events during this Contract period will be considered the basis for withholding future contracts.

19. Under a contract from this RFP, the Vendor shall achieve, at a minimum, the cumulative total of \$ 400.00 or less Cost-Per-Claim (C-P-C) on a Quarterly basis. The C-P-C will be computed by dividing the number of claims produced into the total payment received. Failure to achieve this goal will be considered the basis for appropriate reduction in the total compensation to be paid.

20. Achieve and maintain, at a minimum, a Quarterly cumulative "Batting Average" of 80% or higher (combination of both Service-Connected and Non-Service Connected Claim Rating Decisions) as a function of this Contract. Failure to achieve this quarterly cumulative 80% "Batting Average" (also to be computed as a minimum of 80% at the completion of this Contract Period) will be considered the basis for appropriate reduction in the total compensation amount to be paid hereunder, as described in Article III. of the Contract.

## REQUEST FOR PROPOSAL RFP 2022-002

### 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 a narrative that explains how the Vendor/Organization plans to accomplish the scope of work.
- 7.1.1.2. (M/S) Provide a timeline for having a veteran service officer in place and operational.
- 7.1.1.3. (M/S) Provide a detailed explanation of their internal quality review process for all VA disability claims.
- 7.1.1.4. (M/S) Provide explanation of how Vendor will track the approval rating or “Batting Average” of the claims submitted under a contract from this RFP.
- 7.1.1.5. (M/S) Describe the training and accreditation process for your Veteran Service Officer

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

Describe your firm’s experience with projects similar to the WDVA’s project for another state veteran’s agency and/or a county 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) 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.

## REQUEST FOR PROPOSAL RFP 2022-002

### **7.3. (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.

### **7.4. (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.

### **7.5. (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.

### **7.6. (M/S) DELIVERABLES**

Fully describe deliverables to be submitted under the proposed contract. Deliverables must support the requirements set forth in Section **6.2**, on page25.



**REQUEST FOR PROPOSAL RFP 2022-002**

**8. PROPOSED BUDGET**

**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. BUDGET INFORMATION**

This procurement will involve a negotiated contract involving consulting or professional services. The lowest priced Vendor will not necessarily be the winner of this procurement as there is a set budget that will be allotted under a contract from this RFP.

**8.3. (M) IDENTIFICATION OF BUDGET 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.

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 6 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) Budget Cost Proposal, on page 74.

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

The Vendor must specify within the budget proposal, if applicable, any work that is attributable to a “SUB-CONTRACTOR.”

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

**8.4. (M) RATES**

Proposed staff should be identified by name, hourly rate, and expected use during contract performance.

**8.5. (M) AWARD NOT BASED ON PRICE ALONE**

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

**8.6. (M) STATE SALES TAX**

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

## REQUEST FOR PROPOSAL RFP 2022-002

### 8.7. (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.

### 8.8. (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.

**REQUEST FOR PROPOSAL RFP 2022-002**

**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 200 points. A Vendor's Best Value shall be awarded utilizing the following scale and will be the average assessment by the Evaluation panel.

<b>Points</b>	<b>Guidance</b>
Should be the highest points given. (161-200 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. (121-160 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. (81-120 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. (41-80 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. (0-40 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**

**REQUEST FOR PROPOSAL RFP 2022-002**

**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.

<b>Criteria for Evaluation</b>	
RFP Compliance/Administration	Pass/Fail
Business References	Pass/Fail
Financial/Business Requirements	Pass/Fail
Budget Proposal	Pass/Fail
Management Proposal	30%
Technical Proposal	50%
Best Value	20%

**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 & 9). 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 – 30%                      300 points (maximum)
- Technical Proposal – 50%                      500 points (maximum)

## REQUEST FOR PROPOSAL RFP 2022-002

Best Value - 20%

200 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 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 WDVA before the due date of the solicitation response. However, the WDVA solicitation process may continue.

#### 10.8.2. Protests

Protests may be made after the WDVA has announced the apparently successful Vendor. The protesting Vendor has to have had a debriefing conference with the WDVA. Protests may only be made on the below grounds:

- Arithmetic errors were made in computing the score.
- The WDVA 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 WDVA. A person authorized to bind the Vendor to a contractual relationship must sign the protest letter. The WDVA must receive the written protest within five (5) business days after the announcement of the apparently successful Vendor. It must also postpone further steps in the acquisition process until the protest has been resolved.

## REQUEST FOR PROPOSAL RFP 2022-002

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.
- Specific and complete statement of the 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.

**REQUEST FOR PROPOSAL RFP 2022-002**

**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

**REQUEST FOR PROPOSAL RFP 2022-002**

**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



REQUEST FOR PROPOSAL RFP 2022-002

EXHIBIT C. SAMPLE CONTRACT

CONTRACT NO. 305E-22-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 "**AGENCY**", and <insert Name, Address>, hereinafter referred to as "**CONTRACTOR**."

**I. PURPOSE**

The purpose of this contract is to provide services to provide veterans and the public with VA claims and benefits assistance in Whatcom County, WA under a client services contract. This contract opportunity involves maintaining regular business hours 5 days a week in the Bellingham Vet Center. 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. PERIOD OF PERFORMANCE**

The period of performance under this contract will be from XX/XX/2022, or date of execution, whichever is later, through December 31, 2022.

**III. COMPENSATION**

The AGENCY shall pay an amount not to exceed XXX Thousand XXX and XX/100 Dollars (\$XXX.XX) for the performance of all things necessary for or incidental to the performance of work as set forth in Attachment A, Special Terms and Conditions, attached hereto and made a part hereof. The CONTRACTOR's compensation for performance of work shall be in accordance with the following terms:

Subject to the provisions contained in this section, compensation shall be paid monthly in the amount not to exceed XXXX and XX/100 Dollars (\$XXX.XX), for work completed during the preceding month. Compensation shall be made from Grant fund monies.

If the cumulative total of services is below 90 percent of the minimum service requirements as stated in Section I.A. 19 and 20 of Attachment A of this contract, payment reductions shall be based on the average percentage of the requirements' performance of the 90 percent level. Payment reductions in accordance with this clause shall be made based on quarterly data reported on the XXXX, XXXX, XXXX, and XXXXX Invoices.

The CONTRACTOR may regain the reduced amount in subsequent quarters if the cumulative level of services reaches 90 percent of the minimum service requirements stated in Sections I.A. 19 and 20. Payment restorations shall be made based on cumulative data reported on the XXXX, XXXX and XXXXX Invoices.

Payments to the CONTRACTOR may be withheld for any month in which the CONTRACTOR has not submitted the contractually required reports on the date indicated.

## REQUEST FOR PROPOSAL RFP 2022-002

The CONTRACTOR agrees to re-negotiate performance requirements if the AGENCY determines that such changes are substantial.

### IV. BILLING PROCEDURES AND PAYMENT

The AGENCY will pay CONTRACTOR upon receipt of a billing Invoice package that consists of an Invoice and other reporting requirements as stated in Section 1.A.11. of Attachment A. A hard copy of the Invoice shall be submitted with original signatures. Other reporting forms shall be submitted electronically.

The invoice shall include the contract reference number 305V-22-XXX.

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

### V. INVOICING PROCEDURES

Within 7 calendar days of the conclusion of each month, the CONTRACTOR shall submit an invoice on Voucher Distribution Form DVA19-1A, as shown in Exhibit G.1., to the attention of the AGENCY's Veterans Services Administrator. All invoices are subject to approval by the AGENCY's Veterans Services Administrator, or designee, prior to payment. All invoices must accurately reference the Contract Number appearing on the front of this Contract. Mail invoice to:

Washington Department of Veterans Affairs  
ATTN: Steven J. Gill, Veteran Services Administrator  
Veterans Services Division  
P.O. Box 41150  
Olympia, WA 98504-1150

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

The AGENCY may, in its sole discretion, terminate this Contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Contract. The AGENCY shall make no payments in advance or in anticipation of work to be provided under this Contract.

The AGENCY shall not pay any claims for payment for work submitted more than twelve (12) months after the calendar month in which the work was performed.

**DUPLICATION OF BILLED COSTS:** The CONTRACTOR shall not bill the AGENCY for services performed under this Contract, and the AGENCY shall not pay the CONTRACTOR, if the CONTRACTOR is entitled to payment or has been or will be paid by any other source, including grants, for that service.

**DISALLOWED COSTS:** The CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization.

The CONTRACTOR warrants that the cost charged for services under the terms of this Contract are not in excess of those charged any other client for the same services performed by the same individuals.

**REQUEST FOR PROPOSAL RFP 2022-002**

The activities pursuant to and in consideration of this Contract will in no way alter or attenuate the role of CONTRACTOR as Advocate for the Veteran. The ultimate responsibility remains to the veteran in all actions taken in support of his or her petition for benefits. Nor will it be construed to obviate or mitigate the responsibility of the US Department of Veterans Affairs to fulfill its legal obligations including duty to notify, duty to inform, and duty to assist veterans in the prosecution of a claim for benefits. Furthermore, the provisions of this Contract do not establish the CONTRACTOR as an agent of the Department of Veterans Affairs. All provisions contained herein will comply with Federal and State Privacy and Disclosure Acts

**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.

<b>CONTRACTOR Contract Manager Information</b>	<b>DEPARTMENT Contract Manager Information</b>
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. The CONTRACTOR shall provide proof of insurance for general comprehensive liability in the amount of \$1,000,000 to cover subcontractor's activities during the term of this Contract. Proof of insurance shall be in a form acceptable and approved by the AGENCY and Whatcom COUNTY. A certificate of insurance naming the AGENCY and Whatcom COUNTY, its elected officials, officers, employees and/or volunteers as additional insured's and naming the AGENCY and Whatcom COUNTY as a certificate holder shall accompany this Contract for signing. Thirty (30) days' written notice to the AGENCY of cancellation of the insurance policy is required. The subcontractor's insurance shall be primary. Any insurance or self-insurance maintained by the AGENCY and Whatcom COUNTY, its officers, officials, employees or volunteers shall be excess of subcontractor's insurance and shall not contribute to it.

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.

**REQUEST FOR PROPOSAL RFP 2022-002**

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 – Special Terms and Conditions
4. Attachment B - General Terms and Conditions
5. Attachment C – Request for Proposals No. RFP 2022-002
6. Attachment D – Contractor’s Response to RFP 2022-002 dated
7. Attachment E - Business Associate Addendum;
8. Attachment F - Reporting Documents;
9. Attachment G - Billing Document
10. Any other provision, term or material incorporated herein by reference or otherwise incorporated

**X. ENTIRE AGREEMENT**

This contract, including referenced exhibits, represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

**XI. CONFORMANCE**

If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

**XII. APPROVAL**

This contract shall be subject to the written approval of the DEPARTMENT'S authorized representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

THIS CONTRACT, consisting of **XXX (X5)** pages and **XXX (X)** attachment(s), is executed by the persons signing below, who warrant they have the authority to execute the contract.

**[CONTRACTOR’S NAME]**

**DEPARTMENT OF VETERANS AFFAIRS**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

REQUEST FOR PROPOSAL RFP 2022-002

---

Printed Name

---

Title Date

---

Terry Westhoff

---

Printed Name  
Chief Financial Officer

---

Title Date

## REQUEST FOR PROPOSAL RFP 2022-002

### Attachment A SPECIAL TERMS AND CONDITIONS

#### I. SCOPE OF WORK

- A. CONTRACTOR will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:
1. CONTRACTOR shall assure that all Accredited Representatives (Service Officers) within the Organization have read and understand the following section of Title 38, Code of Federal Regulations, Part 14:

14.628(B)(2)(i) "...neither the organization nor its accredited representatives will charge or accept a fee or gratuity for service to a claimant and that the organization will not represent to the public that the Department of Veterans Affairs recognition of the organization is for any purpose other than claimant representation..."
  2. CONTRACTOR shall incorporate and utilize the "Claims Quality-Assurance Program (Q-A Program)" database format. A sample of the Claims Q-A Program Excel spreadsheet is shown at Attachments F.1. The AGENCY's Veterans Services Division Administrator's designated staff will provide the Excel spreadsheet format via email. Any needed clarification or explanation of the format will be provided, upon request, by the AGENCY's Veterans Services Administrator designated staff.
  3. CONTRACTOR shall maintain and operate claims offices in Bellingham. This office shall be staffed full time with an Accredited Veteran Service Officer. CONTRACTOR shall, within forty-eight (48) hours of the date of this Contract signing, designate in writing, one staff member to perform duties and functions as the "Claims Q-A Officer" for all CONTRACTOR's claims produced within, or delivered to, each of its offices. The original of this letter shall be sent to the AGENCY's Veterans Services Administrator and a copy kept by CONTRACTOR.
  4. The designated Claims Q-A Officer must be a Service Officer certified as herein provided, accredited by the CONTRACTOR and have access to the VA Veterans Benefits Management System (VBMS). Certification of the Q-A Officer through the VA's TRIP training program should be accomplished within this Contract period.
  5. CONTRACTOR shall, within forty-eight (48) hours, report any change in the Designated Claims Q-A Officer, in writing, to the AGENCY's Veterans Services Administrator. The designated Claims Q-A Officer must be experienced in the use and maintenance of an Excel spreadsheet.
  6. CONTRACTOR shall require all VA claims bearing CONTRACTOR's Authorization to Represent Claimant (VA Form 21-22) to be submitted with the CONTRACTOR's Claims Quality-Assurance Program Cover Sheet. Every claim shall be sent to the designated Claims Q-A Officer for initial review and completion of any needed further development. CONTRACTOR shall establish sufficient internal organizational procedures for notification/direction to all Service Officers to preclude CONTRACTOR's claims from being submitted directly to the VA without first being quality-assured by the Claims Q-A Officer.

## REQUEST FOR PROPOSAL RFP 2022-002

7. Initial processing of the VA claim by the Claims Q-A Officer shall include the following:
  - a. Receiving (and date-stamping) the claim;
  - b. Logging initial data into the spreadsheet;
  - c. Quality-assuring the claim;
  - d. Completing claim improvement actions, as necessary;
  - e. Submitting the claim to VA for processing, with the CONTRACTOR's "Claims Quality-Assurance Program Cover Sheet" attached. This Cover Sheet will contain the signature of the Claims Q-A Officer. The signature will attest that the attached claim is as substantially complete and well developed as possible.
  - f. The Cover Sheet will also include the name, address and telephone number of the Service Officer who submitted the claim to the CONTRACTOR's Q-A Officer.
  - g. CONTRACTOR will retain a file copy of each Cover Sheet by Service Officer for the duration of this Contract.
8. Upon promulgation of the claim by the VA, subsequent processing of the VA claim by the Claims Q-A Officer will include the following: Entering statistics into the spreadsheet, for computation of the Service Officer's "Batting Average" (issues granted divided by issues rated contained within the claim).
9. The CONTRACTOR shall maintain a current (i.e., updated daily) organizational-level "Claims Q-A Program" spreadsheet, which reflects the effectiveness and skill-level of each contributing Service Officer. The database remains the property of the CONTRACTOR.
10. The CONTRACTOR shall incorporate failsafe measures for backup/safeguarding of data contained in the Claims Q-A Program spreadsheet, to include all historical End-of-Month Reports. All such backup/safeguard measures shall be at the CONTRACTOR's expense.
11. The CONTRACTOR shall produce and submit the following two (2) End-of-Month Reports each month. Modification of the Report formats is not authorized. The AGENCY's Veterans Services Administrator's designated staff will provide report formats by email . See Attachment F.

### Reporting Documents.

- a. Report Number 1: Service Officer Report – Service-Connected Claims. This Report reflects the CONTRACTOR's individual Service Officers Service-Connected Claims Submitted, Issues Submitted, Claims Rated, Issues rated, Batting Average, and Money Generated, for Current Month and Fiscal Year to Date (FYTD) as well as the Current Month and Fiscal Year to Date (FYTD) organizational "Batting Average". The Report format is shown in Attachment F.2.a.; and,
- b. Report Number 2: Service Report – Non-Service-Connected Claims. This Report reflects the CONTRACTOR's individual Service Officers Non-Service-Connected Claims Submitted, Issues Submitted, Claims Rated, Issues rated, Batting Average, and Money Generated, for Current Month and Fiscal Year to Date (FYTD) as well

## REQUEST FOR PROPOSAL RFP 2022-002

as the Current Month and Fiscal Year to Date (FYTD) organizational “Batting Average”. The Report format is shown in Attachment F.2.b.

12. How verification will occur: Annually the DEPARTMENT’s Veterans Services Administrator or designated staff will coordinate a date and time for a meeting, in the AGENCY’s office, with the CONTRACTOR’s designated “Claims quality- Assurance Program Officer”.
13. Documents to be reviewed: At an annual meeting, the AGENCY’s Veterans Service Administrator or designated staff will be provided, by the CONTRACTOR’s Claims Q-A Program Officer, with a copy of the CONTRACTOR’s spreadsheet, for the previous month. From that document, the AGENCY’s Veterans Services Administrator or designated staff will randomly select up to five (5) Rating Decisions for review and verification of reported results. The Claims Q-A Program Officer will then return to the CONTRACTOR’s office to retrieve the five (5) Rating Decisions that were identified for review/verification.
14. To protect the Claimant/Representative confidentiality, database pages will be printed by the CONTRACTOR’s Claims Q-A Program Officer to show only the first letter of veterans’ last name and the last 4 digits of the VA C-File Numbers. The five (5) Rating Decisions that will be provided for review/verification will also be modified to show the first initial of the veteran’s last name and last 4 digits of the C-File Number.
15. The AGENCY’s Veterans Services Administrator or designated staff will produce and provide an annual “Review and Verification Findings Report”. This report will provide feedback to the CONTRACTOR and the CONTRACTOR’s Claims Q-A Program Officer regarding the outcome of the report-verification process. The format for the monthly “Review and Verification Findings Report” is shown at Exhibit F.3.
16. Should the CONTRACTOR’s Claims Q-A Program Officer have difficulty with the report or the spreadsheet format, the AGENCY’s Veterans Services Administrator or designated staff may provide additional training in the reporting format and/or schedule additional meetings to review the spreadsheet with the CONTRACTOR.
17. The CONTRACTOR must provide the above two (2) Reports by e-mail to the AGENCY’s Veterans Services Administrator’s designated staff by the 10<sup>th</sup> day of the following month.
18. In this Contract, the CONTRACTOR shall achieve, at a minimum, the cumulative total of \$400.00 or less Cost-Per-Claim (C-P-C) on a Quarterly basis. The C-P-C will be computed by dividing the number of claims produced into the total payment received. Failure to achieve this goal will be considered the basis for appropriate reduction in the total compensation to be paid as described in Article III. of the Contract.
19. CONTRACTOR shall achieve and maintain, at a minimum, a Quarterly cumulative “Batting Average” of 80% or higher (combination of both Service-Connected and Non-Service-Connected Claim Rating Decisions) as a function of this Contract. Failure to achieve this quarterly cumulative 80% “Batting Average” (also to be computed as a



## REQUEST FOR PROPOSAL RFP 2022-002

minimum of 80% at the completion of this Contract Period) will be considered the basis for appropriate reduction in the total compensation amount to be paid hereunder, as described in Article III. of the Contract.

- B. Attachment A contains the Special Terms and Conditions and Scope of Work governing work to be performed under this Contract, the nature of the working relationship between the AGENCY and the CONTRACTOR, and specific obligations of both parties.
- C. Attachment B contains the General Terms and Conditions;
- D. Attachment E contains the Business Associate Addendum;
- E. Attachment F contains the Reporting Documents;
- F. Attachment G contains the Billing Document.

All written reports required under this contract must be delivered to Steven Gill, the AGENCY's Veterans Services Administrator's designated staff, in accordance with the schedule above.

## II. REPORTING REQUIREMENTS

CONTRACTOR shall submit the performance data in reports in the format and method described below.

- a. CONTRACTOR shall produce a monthly report no later than 10 days after the end of each month. This monthly report shall include:
  - 1) Number of claims filed
  - 2) Number of medical issues filed
  - 3) Approval rating or "Batting Average" of previously filed claims, based in the VA rating decision completed during the same month.
  - 4) The payments that veterans and family members received from the VA for compensation/pension benefits resulting from previously filed claims, including retroactive payments and regular monthly payments.
  - 5) Zip code of veterans served.

## REQUEST FOR PROPOSAL RFP 2022-002

### Attachment B GENERAL TERMS AND CONDITIONS

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

a. "AGENCY" 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

b. "CLIENT" shall mean an individual receiving service under this Contract.

c. "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.

d. "DEPARTMENT's VETERANS SERVICES ADMINISTRATOR" shall mean that individual authorized to administrate this agreement on behalf of the 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 AGENCY.

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

## REQUEST FOR PROPOSAL RFP 2022-002

the AGENCY 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 AGENCY 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 AGENCY 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 AGENCY may, in its sole discretion, by written notice to the CONTRACTOR, terminate this Contract if it finds, after due notice and examination by the AGENCY 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 AGENCY 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 AGENCY 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 AGENCY 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 AGENCY 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. **Compliance with Applicable Law.** At all times during the term of this Contract, the Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to, nondiscrimination laws and regulations.

**COVID-19 Vaccination Requirement.** Contractor shall abide by the vaccination requirements of Governor Jay Inslee's Proclamation 21-14.1. Contractor Staff who are reasonably likely or contractually obligated to engage in work while physically present at a building, facility, jobsite, project site, unit, or other defined area owned, leased, occupied by, or controlled by DVA after October 18, 2021 must be fully vaccinated against COVID-19. Contractor shall obtain a copy of, or visually observe proof of full vaccination against COVID-19 for all Staff who are subject to the vaccination requirement in the Governor's Order. Contractor shall follow the requirements for granting disability and religious accommodations to Contractor's Staff that apply to State Agencies under the Governor's Order.

**REQUEST FOR PROPOSAL RFP 2022-002**

Contractor and Contractor Staff shall provide proof of such vaccination or accommodation upon request by DVA. Contractor shall cooperate with any investigation or inquiry DVA makes into the employer's compliance with these requirements, including by providing information and records upon request, except any information or records that the employer is prohibited by law from disclosing.

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10.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 AGENCY'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

**REQUEST FOR PROPOSAL RFP 2022-002**

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.

11. 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.

12. INDEMNIFICATION – CONTRACTOR expressly agrees and understands that Whatcom County is a third party beneficiary to this Contract and shall have the right to bring an action against CONTRACTOR to enforce the provisions of this section.

To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend and hold harmless state and Whatcom County, agencies of state and Whatcom County and all officials, agents and employees of state and Whatcom County, 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 and Whatcom County 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 and Whatcom County, shall not be eliminated or reduced by any actual or alleged concurrent negligence of the state or Whatcom County 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 Whatcom County and its agencies, officials, agents or employees.

13. 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 AGENCY. The CONTRACTOR will not hold himself/herself out as nor claim to be an officer or employee of the AGENCY 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.

14. 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.

## REQUEST FOR PROPOSAL RFP 2022-002

15. **LIMITATION OF AUTHORITY** - Only the AGENCY 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 AGENCY.

16. **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 AGENCY. 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.

17. **OVERPAYMENTS AND ASSERTION OF LIEN** - In the event that the AGENCY establishes overpayments or erroneous payments made to the CONTRACTOR under this Contract, the AGENCY 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 AGENCY or by doing both.

18. **PERFORMANCE MEASUREMENT AND MONITORING** – Impacts and outcomes achieved as a result of the delivery of services may be measured and evaluated by the AGENCY in a Periodic Performance Report form, in accordance with Exhibit A. The AGENCY 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 AGENCY can establish which better accommodates the AGENCY's particular needs. The evaluation will cover a period ending with an established date. The AGENCY 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 AGENCY objectives. The form is designed to aid the AGENCY in referrals, clarify CONTRACTOR's duties and AGENCY expectations, and inform CONTRACTORS of their performance strengths and weaknesses.

19. **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 AGENCY 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 AGENCY. 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.

## REQUEST FOR PROPOSAL RFP 2022-002

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 AGENCY 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.

20. 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 AGENCY, personnel duly authorized by the AGENCY, 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.

21. 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.

22. RIGHT OF INSPECTION - The CONTRACTOR shall provide right of access to its facilities to the AGENCY 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 AGENCY. All inspections and evaluations shall be performed in such a manner that will not unduly interfere with the CONTRACTOR's business or work hereunder.

23. 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 AGENCY. 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 AGENCY 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 AGENCY, 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 AGENCY 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

## REQUEST FOR PROPOSAL RFP 2022-002

agreement. The AGENCY shall have the right to modify or remove any restrictive markings placed upon the data by the CONTRACTOR.

24. 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 AGENCY 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.

25. 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 AGENCY may terminate this Contract under the "Termination for Convenience" clause, without advance notice.

26. 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.

27. 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 AGENCY. In no event shall the existence of the subcontract operate to release or reduce the liability of the CONTRACTOR to the AGENCY 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.

28. TERMINATION FOR CONVENIENCE - Except as otherwise provided in this Contract, the AGENCY 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 AGENCY 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.

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

Failed to meet or maintain any requirement for Contracting with the AGENCY;  
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.

30. TERMINATION PROCEDURE - Upon termination of this Contract, the AGENCY, in addition to any other rights provided in this Contract, may require the CONTRACTOR to deliver to the AGENCY



## REQUEST FOR PROPOSAL RFP 2022-002

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 AGENCY shall pay to the CONTRACTOR the agreed upon price, if separately stated, for completed work and services accepted by the AGENCY and the amount agreed upon by the CONTRACTOR and the AGENCY 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 AGENCY, and (d) the protection and preservation of the property, unless the termination is for default, in which case the AGENCY shall determine the extent of the liability of the AGENCY. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this agreement.

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

The rights and remedies of the AGENCY 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 AGENCY, 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 AGENCY, in the manner, at the times, and to the extent directed by the AGENCY, all of the rights, titles, and interest of the AGENCY under the orders and subcontracts in which case the AGENCY 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 AGENCY 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 AGENCY and deliver, in the manner, at the times and to the extent as directed by the AGENCY, any property which, if the Contract had been completed, would have been required to be furnished to the AGENCY;  
Complete performance of such part of the work not terminated by the AGENCY; and,
- g. Take such action as may be necessary or as the AGENCY 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 AGENCY has or may acquire and interest.

31. TREATMENT OF ASSETS - Title to all property financed or furnished by the AGENCY shall remain in the AGENCY. 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 AGENCY 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 AGENCY 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 AGENCY in whole or in part, whichever first occurs.

## REQUEST FOR PROPOSAL RFP 2022-002

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

The CONTRACTOR shall be responsible for any loss or damage to property of the AGENCY 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 AGENCY property is lost, destroyed or damaged, the CONTRACTOR shall notify the AGENCY and shall take all reasonable steps to protect the property from further damage.

The CONTRACTOR shall surrender to the AGENCY all property of the AGENCY 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.

32. 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 AGENCY.

**REQUEST FOR PROPOSAL RFP 2022-002**

**Attachment C**

**Request for Proposals No. RFP 2022-002**

**REQUEST FOR PROPOSAL RFP 2022-002**

**Attachment D**

**Contractor's Response to RFP 2022-002 dated**

**Attachment D**

**BUSINESS ASSOCIATE AGREEMENT**

THIS BUSINESS ASSOCIATE AGREEMENT ("Agreement") is entered into this \_\_\_\_\_, by and between Washington State Department of Veterans Affairs ("Covered Entity"), and \_\_\_\_\_ ("Business Associate").

**RECITALS:**

- A. Covered Entity, including facilities/agencies owned and operated by Covered Entity, is designated as a "Covered Entity," as defined by the federal Health Insurance Portability and Accountability Act of 1996 and its promulgating regulations ("HIPAA"), and as amended by the regulations promulgated pursuant to the Health Information Technology for Economic and Clinical Health Act ("HITECH").
- B. Business Associate has an underlying business relationship ("Underlying Contract") with Covered Entity, in which Business Associate performs functions or activities, or provides certain services, on behalf of Covered Entity.
- C. In the course of providing such services, Business Associate may have access to, receive from, maintain, transmit, create, and/or receive on behalf of Covered Entity, Protected Health Information ("PHI").
- D. Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to this Agreement and in order to comply with HIPAA and its implementing regulations including the Privacy Rule (defined below), the Security Rule (defined below) and the Breach Notification Rule (defined below).

NOW, THEREFORE, in consideration of these recitals and the mutual promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Covered Entity and Business Associate, intending to be legally bound, agree as follows:

**AGREEMENT:**

**I. DEFINITIONS**

- A. "Breach" shall have the meaning given to such term at 45 C.F.R. § 164.402.
- B. "Breach Notification Rule" shall mean the rule related to breach notification for Unsecured Protected Health Information at 45 C.F.R. Parts 160 and 164.
- C. "Electronic protected health information" or ("EPHI") shall have the same meaning given to such term under the Security Rule, including, but not limited to, 45 C.F.R. § 160.103 limited to the information created or received by Business Associate from or on behalf of Covered Entity.

**REQUEST FOR PROPOSAL RFP 2022-002**

D. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification and Enforcement Rules.

E. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information, codified at 45 C.F.R. Parts 160 and Part 164, Subparts A and E.

F. "Protected Health Information" or "PHI" shall have the meaning given to such phrase under the Privacy and Security Rules at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of the Covered Entity.

G. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information, codified at 45 C.F.R. § 164 Subparts A and C.

H. "Unsecured PHI" shall have the meaning given to such phrase under the Breach Notification Rule at 45 C.F.R. § 164.402.

I. Other terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy, Security or Breach Notification Rules and the Underlying Contract. Where there is a conflict between meanings in either this Agreement together with the Privacy, Security or Breach Notification Rules and the Underlying Contract, then the meanings in this Agreement together with the Privacy, Security or Breach Notification Rules shall govern.

**II. OBLIGATIONS OF THE PARTIES WITH RESPECT TO PHI.**

A. Obligations of Business Associate. Business Associate shall:

1. Not use or disclose PHI other than as permitted or required by this Agreement or the Underlying Contract or as required by law;
2. Not use or disclose PHI in a manner that would violate the Privacy Rule if done by the Covered Entity, unless expressly permitted to do so pursuant to the Privacy Rule and this Agreement, provided that if Business Associate carries out one or more of Covered Entity's obligations under the Privacy Rule pursuant to the Underlying Contract, Business Associate shall fully comply with the Privacy Rule requirements that would apply to Covered Entity in the performing those obligations;
3. Use appropriate safeguards, and comply with the Security Rule at Subpart C of 45 CFR Part 164 with respect to EPHI, to prevent use or disclosure of PHI other than as provided for by the Agreement;
4. Report to Covered Entity promptly, and in no case later than thirty (30) calendar days of Business Associate's discovery, any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, any Breaches of Unsecured PHI as required at 45 C.F.R. § 164.410, any security incident of which it becomes aware, or any breach as such may be defined under relevant

## REQUEST FOR PROPOSAL RFP 2022-002

state data breach laws ("State Law Breach"). Any notice of a Breach or State Law Breach referenced in this Section II.A.4 will include the results of the risk assessment in which Business Associate determined that there is more than a low probability that the PHI has been compromised based on the required factors set forth in 45 C.F.R. § 164.402 if the Breach is discovered on or after September 23, 2013, and to the extent possible, the identification of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been accessed, acquired, used, or disclosed during such Breach. Notwithstanding anything set forth in this Agreement or the Underlying Contract, Business Associate shall be responsible for the cost of the risk assessment and any reasonable breach mitigation expenses and shall indemnify, defend and hold Covered Entity and its officers, directors, affiliates, employees, agents, successors and assigns harmless, from and against any and all losses, claims, actions, demands, liabilities, damages, costs and expenses (including costs, expenses incurred in notifying individuals, the media or government agencies in connection therewith) and any judgments, settlements, court costs and reasonable attorneys' fees actually incurred (collectively, "Breach Claims") arising from or related to: (i) the Business Associate's or any of its subcontractors' use or disclosure of PHI in violation of the terms of this Agreement or applicable law, and (ii) whether in oral, paper or electronic media, any HIPAA Breach of unsecured PHI and/or State Law Breach caused by Business Associate or any of its subcontractors. If Business Associate assumes the defense of a Breach Claim, Covered Entity shall have the right, at its expense, to participate in the defense of such Breach Claim. Business Associate shall not take any final action with respect to any Breach Claim without the prior written consent of Covered Entity. To the extent permitted by law, Business Associate shall be fully liable to Covered Entity for any acts, failures or omissions of its agents and subcontractors in furnishing the services as if they were the Business Associate's own acts, failures or omissions. Notwithstanding the preceding, the parties acknowledge and agree that this section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but unsuccessful Security Incidents (as defined below) for which no additional notice to Covered Entity shall be required. "Unsuccessful Security Incidents" shall include, but not be limited to, pings (*i.e.*, a request-response utility used to determine whether a specific Internet Protocol [IP] address or host exists or is accessible) and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized acquisition, access, use or disclosure of Protected Health Information;

5. Make available PHI in a designated record set to Covered Entity in the form and format as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.524 within ten (10) business days of receiving a request from Covered Entity;
6. Provide access, at the request of Covered Entity, and in no case later than ten (10) business days after such request, to PHI in a Designated Record Set, to

## REQUEST FOR PROPOSAL RFP 2022-002

Covered Entity or, as directed by Covered Entity, to an Individual or third party designated by the Individual, in the form or format requested if it is readily producible in such form or format in order for the Covered Entity to meet the requirements under the Privacy Rule;

7. Make any PHI contained in a Designated Record Set available to Covered Entity (or an Individual as directed by Covered Entity) within ten (10) business days of a request for purposes of amendment per 45 C.F.R. §164.526. If an Individual requests an amendment of PHI directly from Business Associate or its Subcontractors, Business Associate shall forward the request to Covered Entity as soon as possible and within ten (10) business days;
8. Maintain and make available the information required to provide an accounting of disclosures to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.528. If an accounting of disclosures is requested by an individual directly to Business Associate, the Business Associate will forward the request to Covered Entity as soon as possible and within ten (10) business days;
9. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s) and to the extent any such obligations involve disclosures of PHI to health plans, comply with the requirements of 45 C.F.R. § 164.522 regarding requested restrictions on health plan disclosures;
10. Make its internal practices, books and records, including policies and procedures, relating to the use and disclosure of PHI available to the Secretary of HHS and to Covered Entity for purposes of determining Covered Entity's compliance with the HIPAA Rules;
11. Use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI as required by the Security Rule. With respect to EPHI, Business Associate shall comply with all applicable state laws governing information security breaches;
12. Ensure that any agents and Subcontractors that create, receive, maintain or transmit PHI on behalf of Business Associate agree to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. Business Associate shall ensure that any agent or Subcontractor to whom Business Associate provides EPHI agrees to implement reasonable and appropriate safeguards to protect EPHI.
13. To the extent permitted by law, cooperate with Covered Entity to ensure that legal process conforms with the applicable requirements of the HIPAA Rules, or, if necessary in Covered Entity's opinion, take appropriate measures to try to obtain a qualified protective order to limit or prevent the disclosure of



## REQUEST FOR PROPOSAL RFP 2022-002

PHI in the event of the receipt of a subpoena, court or administrative order or other discovery request.

B. Permitted Uses or Disclosures by Business Associate. Business Associate may use or disclose PHI only:

1. As necessary to perform the electronic health record software services, and related support services, set forth in the Underlying Contract, provided that Business Associate must be specifically authorized in writing by an authorized representative of Covered Entity to use PHI to de-identify the information in accordance with 45 C.F.R. § 164.514(a)-(c);
2. For its own Management and Administration;
3. As required by law;
4. If uses and disclosures and requests for PHI are consistent with Covered Entity's minimum necessary policies and procedures;
5. In a manner that would not violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except that Business Associate may use PHI to carry out the legal responsibilities of the Business Associate only if Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person agrees to notify Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached; and
6. To provide data aggregation services relating to the health care operations of Covered Entity only if authorized to do so in the Underlying Contract.

C. Covered Entity Privacy Practices and Restrictions.

1. Covered Entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity under 45 C.F.R. §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
2. Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
3. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

### III. TERM AND TERMINATION.

## REQUEST FOR PROPOSAL RFP 2022-002

- A. Term. This Agreement shall be effective as of the date set forth above and shall continue until Business Associate ceases to perform the services defined in the Underlying Contract.
- B. Termination for Cause. Covered Entity may immediately terminate this Agreement in the event that Business Associate materially breaches any provision of this Agreement or the Underlying Contract.

In its sole discretion, Covered Entity may permit Business Associate the opportunity to cure or to take substantial steps to cure such material breach to Covered Entity's satisfaction within thirty (30) days after receipt of written notice from Covered Entity.

- C. Obligations of Business Associate upon Termination. Upon the expiration or termination of this Agreement for any reason, Business Associate, with respect to PHI received from Covered Entity, shall:
1. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
  2. Return to Covered Entity or destroy all PHI in any form, including such information in possession of Business Associate's Subcontractors, and retain no copies, if it is feasible to do so;
  3. If return or destruction is not feasible, extend all protections, limitations and restrictions contained in this Agreement to Business Associate's use and/or disclosure of any retained PHI, and to limit further uses and/or disclosures to only those purposes that make the return or destruction of the PHI infeasible;
  4. Not use or disclose PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set forth above in section B under "Permitted Uses and Disclosures by Business Associate" which applied prior to termination.
  5. Return to Covered Entity or destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

This provision and the breach reporting provisions in Section II.A.4 shall survive the termination or expiration of this Agreement and/or any Underlying Contract.

### IV. MISCELLANEOUS.

- A. Amendment. Amendments to this Agreement may be necessary to comply with modifications to the HIPAA Rules. Covered Entity and Business Associate agree to use good-faith efforts to develop and execute any amendments to this Agreement as may be required for compliance the HIPAA Rules. This Agreement may be

**REQUEST FOR PROPOSAL RFP 2022-002**

amended or modified only in writing signed by Covered Entity and Business Associate.

- B. Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.
- C. Independent Contractor. For purpose of its obligations under this Agreement, Business Associate is an independent contractor of Covered Entity and shall not be considered an agent of Covered Entity.
- D. Limited Liability Exclusion. To the extent that Business Associate has limited its liability under the terms of the Underlying Contract, whether with a maximum recovery for direct damages or a disclaimer against any consequential, indirect or punitive damages, or other such limitations, all limitations shall exclude any damages to Covered Entity arising from Business Associate's breach of its obligations relating to the use and disclosure of PHI.
- E. Equitable Remedies. Business Associate stipulates that its unauthorized use or disclosure of PHI would cause irreparable harm to Covered Entity, and in such event, Covered Entity shall be entitled to institute proceedings in any court of competent jurisdiction to obtain damages and injunctive relief.
- F. Ownership of PHI. Under no circumstances shall Business Associate be deemed in any request to be the owner of any PHI used or disclosed by or to Business Associate by Covered Entity.
- G. No Third Party Beneficiaries. Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein actually confer, upon any person other than Covered Entity, Business Associate and, to the extent specified above, their respective parent entities, subsidiaries, affiliates, facilities, insurers, employees, directors, officers, subcontractors, agents or other members of their respective workforces, successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- H. Waiver. No provision of this Agreement or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.
- I. Assignment. Neither Party may assign (whether by operation of law or otherwise) any of its rights or delegate or subcontract any of its obligations under this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, Covered Entity shall have the right to assign its rights and obligations hereunder to any entity that is an affiliate or successor of Covered Entity, without the prior approval of Business Associate.

REQUEST FOR PROPOSAL RFP 2022-002

- J. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. Facsimile or electronic signatures shall be treated as original signatures.
  
- K. Construction. This Agreement shall be construed as broadly as necessary to implement and comply with the HIPAA Rules. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

IN WITNESS WHEREOF, Covered Entity and Business Associate have executed this Agreement as of the date first set forth above.

XXXX

WASHINGTON STATE DEPARTMENT OF VETERANS  
AFFAIRS

By: \_\_\_\_\_

By: \_\_\_\_\_

XXXX  
\_\_\_\_\_  
Printed Name:

Terry Westhoff Printed Name  
\_\_\_\_\_

\_\_\_\_\_  
Title

Chief Financial Officer  
\_\_\_\_\_  
Title

**Attachment F**

**REPORTING DOCUMENTS**

F.1. Example of the Excel Spreadsheet (Claims Tracking)

F.2.a. Report #1, Service Officer Service-Connected Claims Report.

F.2.b. Report #2, Service Officer Non-Service Connected Claims Report.

F.3. Quality Assurance Review Form

REQUEST FOR PROPOSAL RFP 2022-002

ATTACHMENT F.1.  
EXAMPLE OF EXCEL SPREADSHEET

CSO JULY OUT COMP	Last Name	First Name	MI	Claim Number	ZIP	SC NSC	F (1)	R (1)	Issues # Claimed	To VARO (J)	Eff Date	ISSUES R G D			Bat Avg (R/Q)	SC%	VA \$\$	# MOS	Cumulative Income (V*W)	Comments
CSO1	BLACK	SAMUEL	A.	XXX-XX-XXXX	98310	SC	1	1	4	07/16/10	08/01/10	4	2	2	50%	100%	\$ 2,679.00	18	\$ 48,222.00	
CSO2	AQUA	MARY	A.	XX-XX-XXX	98311	SC	1		1	05/13/10										
CSO2	RUBY	SAMUEL	A.	XXX-XX-XXXX	98312	SC	1	1	1	05/20/10	06/01/10	1	1	0	100%	100%	\$ 1,154.00	12	\$ 13,848.00	
CSO3	MAGENTA	MARY	A.	XX-XX-XXX	98313	SC	1	1	1	11/20/10	12/01/10	1	1	0	100%	50%	\$ 770.00	18	\$ 13,860.00	
CSO5	PINK	SAMUEL	A.	XXX-XX-XXXX	98314	SC	1		4	04/01/10										
CSO5	RUST	MARY	A.	XXX-XX-XXXX	98315	SC	1	1	4	12/28/10	01/01/10	4	4	0	100%	60%	\$ 1,064.00	17	\$ 18,088.00	
CSO1	BRONZE	SAMUEL	A.	XXX-XX-XXXX	98316	SC	1	1	4	09/01/06	01/01/88	4	4	0	100%	70%	\$ 76,604.00	1	\$ 76,604.00	RETRO CHECK
CSO2	BRONZE	SAMUEL	A.	XXX-XX-XXXX	98317	SC	1	1	2	01/02/00	12/01/09	2	2	0	100%	70%	\$ 1,333.00	18	\$ 23,994.00	
CSO1	WHITE	MARY	A.	XXX-XX-XXXX	98318	NSC	1	1	2	01/27/10	12/01/10	2	2	0	100%	N/A	\$ 1,644.00	24	\$ 39,456.00	
CSO1	BROWN	SAMUEL	A.	XXX-XX-XXXX	98319	SC	1		5	10/13/10										
CSO5	GREEN	MARY	A.	XX-XX-XXX	98320	SC	1	1	3	01/05/10	02/01/10	3	2	1	67%	60%	\$ 974.00	16	\$ 15,584.00	
CSO2	GRAY	SAMUEL	A.	XX-XX-XXX	98321	NSC	1		2	07/25/10										
CSO1	BLUE	MARY	A.	XX-XX-XXX	98322	SC	1	1	4	02/05/10	03/01/10	4	2	2	50%	70%	\$ 1,333.00	15	\$ 19,995.00	
							13	9				25	20	5	80%				\$ 269,651.00	

**REQUEST FOR PROPOSAL RFP 2022-002**

**ATTACHMENT F.2.a.  
SERVICE-CONNECTED CLAIMS REPORT**

07/07/11 To 06/30/12	Number of Claims Filed		Number of Issues Claimed		Number of Claims Rated		Number of Issues Rated		Number of Issues Granted		SC Batting Average		SC Income		SC CSO's 07/11
	07/11	FYTD	07/11	FYTD	07/11	FYTD	07/11	FYTD	07/11	FYTD	07/11	FYYD	07/11	FYYD	
CSO1											#DIV/0!	#DIV/0!	\$ -	\$ -	
CSO2											#DIV/0!	#DIV/0!	\$ -	\$ -	
CSO3											#DIV/0!	#DIV/0!	\$ -	\$ -	
CSO4											#DIV/0!	#DIV/0!	\$ -	\$ -	
CSO5											#DIV/0!	#DIV/0!	\$ -	\$ -	
CSO6											#DIV/0!	#DIV/0!	\$ -	\$ -	
CSO7											#DIV/0!	#DIV/0!	\$ -	\$ -	
CSO8											#DIV/0!	#DIV/0!	\$ -	\$ -	
CSO9											#DIV/0!	#DIV/0!	\$ -	\$ -	
CSO10											#DIV/0!	#DIV/0!	\$ -	\$ -	
CSO11											#DIV/0!	#DIV/0!	\$ -	\$ -	
CSO12											#DIV/0!	#DIV/0!	\$ -	\$ -	
CSO13											#DIV/0!	#DIV/0!	\$ -	\$ -	
CSO14											#DIV/0!	#DIV/0!	\$ -	\$ -	
Totals	0	0	0	0	0	0	0	0	0	0	#DIV/0!	#DIV/0!	\$ -	\$ -	0

**REQUEST FOR PROPOSAL RFP 2022-002**

**ATTACHMENT F.2.b.  
NON-SERVICE-CONNECTED CLAIMS REPORT**

07/01/11 To 06/30/12	Number of Claims Filed		Number of Issues Claimed		Number of Claims Rated		Number of Issues Rated		Number of Issues Granted		NSC Batting Average		NSC Income		SC CSO's 07/11
	07/11	FYTD	07/11	FYTD	07/11	FYTD	07/11	FYTD	07/11	FYTD	07/11	FYYD	07/11	FYYD	
CSO1											#DIV/0!	#DIV/0!	\$ -	\$ -	
CSO2											#DIV/0!	#DIV/0!	\$ -	\$ -	
CSO3											#DIV/0!	#DIV/0!	\$ -	\$ -	
CSO4											#DIV/0!	#DIV/0!	\$ -	\$ -	
CSO5											#DIV/0!	#DIV/0!	\$ -	\$ -	
CSO6											#DIV/0!	#DIV/0!	\$ -	\$ -	
CSO7											#DIV/0!	#DIV/0!	\$ -	\$ -	
CSO8											#DIV/0!	#DIV/0!	\$ -	\$ -	
CSO9											#DIV/0!	#DIV/0!	\$ -	\$ -	
CSO10											#DIV/0!	#DIV/0!	\$ -	\$ -	
CSO11											#DIV/0!	#DIV/0!	\$ -	\$ -	
CSO12											#DIV/0!	#DIV/0!	\$ -	\$ -	
CSO13											#DIV/0!	#DIV/0!	\$ -	\$ -	
CSO14											#DIV/0!	#DIV/0!	\$ -	\$ -	
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0</b>



**REQUEST FOR PROPOSAL RFP 2022-002**

**ATTACHMENT F.3  
QUALITY ASSURANCE REVIEW FORM**

Quality-Assurance Review / Verification Report

Date: \_\_\_\_\_

Service Organization: \_\_\_\_\_

Claims Q.A. Review Officer: \_\_\_\_\_

POA Rating Decisions selected at random from Monthly Database:

First Letter Last Name	Last 4 Digits VA Claim #
1	
2	
3	
4	
5	

**Results:**

Claim #1		Claim #2		Claim #3	
<u>Database</u>		<u>Database</u>		<u>Database</u>	
Issues Claimed	Issues Rated	Issues Claimed	Issues Rated	Issues Claimed	Issues Rated
<u>Rating Decision</u>		<u>Rating Decision</u>		<u>Rating Decision</u>	
Issues Claimed	Issues Rated	Issues Claimed	Issues Rated	Issues Claimed	Issues Rated

Claim #4		Claim #5	
<u>Database</u>		<u>Database</u>	
Issues Claimed	Issues Rated	Issues Claimed	Issues Rated
<u>Rating Decision</u>		<u>Rating Decision</u>	
Issues Claimed	Issues Rated	Issues Claimed	Issues Rated

Corrective Action Required: \_\_\_\_\_

Date Corrective Action Completed: \_\_\_\_\_


\_\_\_\_\_  
Signature, DEPARTMENT Contracts Assistant

\_\_\_\_\_  
Signature, CONTRACTOR'S Claims Q. A. Review Officer

**BILLING DOCUMENT**

G.1. Voucher Distribution Form DVA19-1A

REQUEST FOR PROPOSAL RFP 2022-002

 <b>WASHINGTON STATE DEPARTMENT OF VETERANS AFFAIRS</b>		<b>WDVA</b>		<b>AGENCY USE ONLY</b>			
<b>DVA19-1A VOUCHER DISTRIBUTION</b>		AGENCY NUMBER <b>3050</b>	LOCATION CODE	P.R. OR AUTH. NO.			
AGENCY NAME <b>WASHINGTON DEPARTMENT OF VETERANS AFFAIRS</b> 1102 Quince St SE PO BOX 41150 OLYMPIA, WA 98504-1150 VENDOR OR CLAIMANT (Warrant is to be payable to:)		<b>INSTRUCTION TO VENDOR OR CLAIMANT:</b> Submit this form to claim payment for materials, merchandise or services. Show complete detail for each item.  <b>Vendor's Certificate: I hereby certify under perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished to the State of Washington, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion or Vietnam era or disabled veterans status.</b>					
CONTRACTOR ADDRESS ADDRESS PHONE NUMBER		By: _____ (SIGN IN INK)		_____ (TITLE) (DATE)			
FED TAX ID #		AGENCY APPROVAL		DATE RECEIVED			
Date	Description	Quantity	Unit	Unit Price	Amount	For Agency Use Only	
1/1	For Services Rendered under Contract No. _____ for the month of: _____ 20____. PER ATTACHED DVA FORMS 047A, 047B & 047C						
SAMPLE ONLY - DO NOT USE							
DOC INPUT DATE		CURRENT DOC. NO.		REFERENCE DOC NO.		VENDOR NUMBER	SUFFIX
ACCOUNT NO.				VENDOR MESSAGE			
TRANS	M	MASTER INDEX		SUB			
CODE	O	APPN	PGM	SUB	GL	SUBSIDIARY	INVOICE
	D	FUND	INDEX	OBJ	ACCT	DR/CR	DATE
							AMOUNT
							INVOICE NUMBER
SIGNATURE OF ACCOUNTING PREPARER FOR PAYMENT				DATE		WARRANT TOTAL	WARRANT NO.
ACCOUNTING APPROVAL FOR PAYMENT				DATE			

**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.

## REQUEST FOR PROPOSAL RFP 2022-002

### EXHIBIT E. (M) BUDGET COST PROPOSAL

Budget 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.)