



## AGENCY CONTRACT COMPETITIVE SOLICITATION – No. 2023-002\*

### INTRODUCTION

The Washington State Department of Veterans Affairs (WDVA) is issuing this Competitive Solicitation pursuant to RCW 39.26. Pursuant to this Competitive Solicitation, WDVA is seeking up to five (5) contractors to provide temporary professional healthcare staffing services for positions that include: Registered Nurses (RNs), Licensed Nurse Practitioners (LPNs), and Nursing Assistant Certified (NAC/CNAs).

WDVA needs up to five (5) temporary professional healthcare staffing agencies to support operations at four (4) state-run Veterans Homes (skilled nursing facilities) with locations within the following cities: Orting, Port Orchard, Walla Walla, and Spokane. The Contractor will ensure that the Department is able to meet its healthcare staffing needs to ensure safety and quality patient care.

Currently each facility manages their own staffing services contracts based on the operational needs of the facility. Through this contract, WDVA intends to consolidate spend, streamline contract administration, and reduce costs. Potentially, WDVA may award up to five (5) contracts as a result of this request for proposal (RFP). Over the course of the contract and as needs arise, WDVA will partner with selected agencies to temporarily fill open clinical positions within the four (4) facilities.

We look forward to working with you at Your Washington State Department of Veterans Affairs.

This Competitive Solicitation is divided into six (6) sections:

- [Section 1](#) provides a summary table of relevant deadlines for responding to the Competitive Solicitation and identifies contact information for WDVA's Procurement Coordinator.
- [Section 2](#) provides important information about the procurement that is designed to help interested bidders evaluate the potential opportunity, including the purpose of the procurement, the form of the resulting Contract, and potential contract sales.
- [Section 3](#) identifies how WDVA will evaluate the bids.
- [Section 4](#) identifies how to prepare and submit a bid for this Competitive Solicitation, including detailed instructions regarding what to submit and how to submit your bid.
- [Section 5](#) details the applicable requirements to file a complaint, request a debrief conference, or file a protest regarding this Competitive Solicitation.
- [Section 6](#) provides information pertaining to doing business with the State of Washington, including WDVA's efforts to enable Washington's small and diverse businesses to compete for and participate in state procurements for goods/services.

In addition, this Competitive Solicitation includes the following Exhibits:

- [Exhibit A – Required Bidder Information](#): These exhibits identify information that bidders must provide to WDVA to constitute a responsive bid. See Section 4, below.
  - [Exhibit A-1 – Bidder’s Certification](#)
  - [Exhibit A-2 – Bidder’s Profile](#)
- [Exhibit B – Performance Requirements](#): This exhibit outlines the required specifications/qualifications for the goods and services that is/are the subject of this Competitive Solicitation.
- [Exhibit C – Position Descriptions](#): This exhibit provides details specific to the positions requested within this solicitation.
- [Exhibit D – Bid Price](#): This exhibit provides the pricing information that bidders will complete as part of their bid and the price evaluation tool that WDVA will use to evaluate and compare bids.
- [Exhibit E – Frequently Asked Questions](#): This exhibit provides answers to frequently asked questions.
- [Exhibit F – Contract](#): This exhibit is a draft of the Contract that selected successful bidders will execute with WDVA.
- [Exhibit F1 – Contract Issues List](#): This exhibit outlines the bidder’s issues, if any, and proposed resolution for bidders who have business concerns with the form of the Contract. Note, however, that WDVA reserves the right not to modify the Contract and to award the Contract based on a bidder’s willingness to agree to the Contract.

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## SECTION 1 – DEADLINES, QUESTIONS, PROCUREMENT COORDINATOR, AND MODIFICATION

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This section identifies important deadlines for this Competitive Solicitation, where to direct questions regarding the Competitive Solicitation, and the process for potential amendments or modifications to the Competitive Solicitation.

- 1.1. **COMPETITIVE SOLICITATION DEADLINES.** The following table identifies important dates for this Competitive Solicitation:

COMPETITIVE SOLICITATION DEADLINES	
ITEM	DATE
Competitive Solicitation Posting Date:	4/21/2023
Pre-Bid Conference:	5/8/2023, 12pm – 1pm (Pacific Time)

COMPETITIVE SOLICITATION DEADLINES	
ITEM	DATE
	<p><i>Attend via Video Conference</i></p> <p><b>Microsoft Teams meeting</b>  <b>Join on your computer, mobile app or room device</b>  <a href="#">Click here to join the meeting</a>  Meeting ID: 240 167 459 378  Passcode: tsjhy4  <a href="#">Download Teams</a>   <a href="#">Join on the web</a>  <b>Or call in (audio only)</b>  <a href="#">+1 564-999-2000,,543530477#</a> United States, Olympia  <a href="#">(833) 322-1218,,543530477#</a> United States (Toll-free)  Phone Conference ID: 543 530 477#  <a href="#">Find a local number</a>   <a href="#">Reset PIN</a></p>
Question & Answer Period:	4/21/2023 – 6/26/2023
Deadline for submitting Bids:	7/12/2023
Oral Presentations/Demonstrations:	7/26/2023 – 8/9/2023
Finalize Top Bidder(s)/Negotiations:	8/10/2023 – 8/17/2023
Anticipated Announcement of Apparent Successful Bidder:	8/21/2023
Anticipated Award of Contract:	9/1/2023

- 1.2. **COMPETITIVE SOLICITATION QUESTIONS.** Questions or concerns regarding this Competitive Solicitation must be directed to the following Procurement Coordinator:

Procurement Coordinator	
Name:	Zabrina Hansen-Lumbert
Email:	<a href="mailto:solicitations@dva.wa.gov">solicitations@dva.wa.gov</a>

Questions raised at the pre-bid conference and during the Q&A period will be answered and responses posted to Washington’s Electronic Business Solution (WEBS).

- 1.3. **COMPLAINTS, DEBRIEFS, & PROTESTS.** The Competitive Solicitation (and award of any Contract) is subject to complaints, debriefs, and protests as explained in Section 5, which may impact the dates set forth above.

- 1.4. **COMPETITIVE SOLICITATION – AMENDMENT & MODIFICATION.** WDVA reserves the right to amend and modify this Competitive Solicitation. **Only bidders who have properly registered and downloaded the original Competitive Solicitation directly via the Washington Electronic Business Solution WEBS will receive notifications of amendments and other correspondence pertinent to this Competitive Solicitation.** Bidders must be registered in WEBS to be awarded a Contract. Visit [WEBS](#) to register.

SECTION 2 – INFORMATION ABOUT THE PROCUREMENT

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This section describes the purpose of the Competitive Solicitation and provides information about this procurement, including the potential scope of the opportunity.

- 2.1. **PURPOSE OF THE PROCUREMENT – AWARD CONTRACT(S).** The purpose of this Competitive Solicitation is to receive competitive bids from vendors to evaluate and, as appropriate, award a Contract with WDVA for up to five (5) contractors to provide temporary professional healthcare staffing services for positions that include: RNs, LPNs, and NACs/CNAs. Pursuant to Washington’s Procurement Code for Goods and Services, RCW chap. 39.26, state agency purchases of goods and services must be based on a competitive solicitation process in which the Contract is awarded to the lowest responsive, responsible bidder.
- 2.2. **CONTRACT.** The form of the Contract that will be awarded as a result of this Competitive Solicitation is attached as [Exhibit F – Contract](#).
- 2.3. **CONTRACT TERM.** As set forth in the attached Contract for this Competitive Solicitation, the contract term is twenty-four (24) months. Bidders are to specify prices for the contract term. Renewals of this contract, by written agreement of the parties, may be made in one-year intervals, or any interval that is advantageous to the State, and depending on available funding. The Contract is subject to earlier termination.
- 2.4. **ESTIMATED CONTRACT VALUE.** Historically, for prior contracts, annual totals sales were:

<u>State Fiscal Year</u>	<u>Annual Spend</u>	<u>Contracts in Use</u>
SFY 21	\$1.6 million dollars	14
SFY 22	\$5.3 million dollars	14
SFY 23 *(through January 2023)	\$5.6 million dollars	14

Total potential or estimated contract sales for this Competitive Solicitation are not known. Although WDVA **does not** represent or guarantee any minimum purchase from the Contract, WDVA anticipates a potential spend of up to Fifteen-million Dollars (\$15,000,000.00) for the term listed above.

- 2.5. **WASHINGTON STATE PROCUREMENT PRIORITIES & PREFERENCES.** WDVA will apply the following Washington State procurement priorities and preferences to this Competitive Solicitation which, as set forth in Section 3.5, will impact the evaluation of bids for this Competitive Solicitation:

- Executive Order 18-03: 100 points / 10%
- Washington Small Business: 100 points / 10%
- Certified Veteran-Owned Business: 100 points / 10%

### SECTION 3 – BID EVALUATION

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This section identifies how WDVA will evaluate bids for this Competitive Solicitation.

3.1. **OVERVIEW.** WDVA will evaluate bids for this Competitive Solicitation as described below.

- Bidder responsiveness, performance requirements, price factors, and responsibility, will be evaluated based on the process described herein.
- Any bidder whose bid is determined to be non-responsive will be rejected and will be notified of the reasons for this rejection.
- WDVA reserves the right to: (1) Request clarification regarding any bid; (2) Waive any informality; (3) Reject any or all bids, or portions thereof; (4) Accept any portion of the bid unless the bidder stipulates all or nothing in their bid; (5) Cancel the Competitive Solicitation and, if desired, re-solicit bids; and/or (6) Negotiate with the lowest responsive and responsible bidder(s) to determine if such bid can be improved.
- WDVA will use the following process and evaluation criteria for an award of the Contract:

STEP	ITEM	POINTS
1	Bid Responsiveness	Pass/Fail
	Responsibility	Pass/Fail
<b>Bid EVALUATION</b>		
2	Performance Requirements/Experience/Qualifications Exhibit B – Performance Requirements	55% of points for possible 550 points
<b>Cost Factors</b>		
3	Exhibit C – Bid Price	10% of points for possible 100 points
	Conversion Rates	5% of points for possible 50 points
Total:		700 points
<b>State Procurement Priorities</b>		
4	Washington Small Business	10% of points for possible 100 points
	Certified Veteran-Owned Business	10% of points for possible 100 points
	Executive Order 18-03	10% of points for possible 100 points
Total:		300 points
<b>Top-Scored Bidder(s) Advance to Step 5</b>		
5	Demonstration/Interview	100 points
<b>Contract Negotiations</b>		
6	Contract Negotiations	N/A

Lowest overall cost receives maximum allotted points.

**Position Need by Geographic Region**

Position	Western Washington	Eastern Washington
NAC/CNAs	75%	25%
LPNs	95%	5%
RNs	53%	47%

\*Position needs by regions are estimates and not guaranteed

All other proposals receive a percentage of points available based on their cost relationship to the lowest.

Example: Total possible points for cost are 100. Offeror A's cost is \$20,000. Offeror B's cost is \$30,000. Offeror A would receive 100 points. Offeror B would receive 67 points ( $(\$20,000/\$30,000) = 67\% \times 100 \text{ points} = 67$ ).

Lowest Responsive Offer Total Cost x Number of available points = Award Points

- 3.2. **BID RESPONSIVENESS (STEP 1).** WDVA will review bids – on a pass/fail basis – to determine whether the bid is ‘responsive’ to this Competitive Solicitation. This means that WDVA will review each bid to determine whether the bid is complete – i.e., does the bid include each of the required bid submittals, are the submittals complete, signed, legible. WDVA reserves the right – in its sole discretion – to determine whether a bid is responsive – i.e., to determine a bidder’s compliance with the requirements specified in this Competitive Solicitation and to waive informalities in a bid. 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 goods 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 bidders. For responsive bids, WDVA will make reasonable inquiry to determine the responsibility of any bidder. WDVA will determine responsibility on a pass/fail basis. In determining responsibility, WDVA will review [Exhibit B – Performance Requirements](#) on bidder’s ability to meet the minimum pass/fail requirements.
- 3.3. **PERFORMANCE REQUIREMENTS EVALUATION (STEP 2).** WDVA will evaluate each bid to ensure that each bidder’s product(s) or service(s) meet the specifications and/or performance requirements set forth in [Exhibit B – Performance Requirements](#). WDVA reserves the right to request additional information or perform tests and measurements before selecting the Apparent Successful Bidder. A bidder’s failure to provide requested information to WDVA within ten (10) business days may result in disqualification.
- 3.4. **BID PRICING EVALUATION (STEP 3).** WDVA will evaluate bids – to identify the lowest evaluation total – by reviewing and comparing the submitted bid prices provided in [Exhibit D - Bid Price](#). All other proposals receive a percentage of points available based on their cost relationship to the lowest as described in Section 3.1
- 3.5. **WASHINGTON STATE PROCUREMENT PRIORITIES & PREFERENCES (STEP 4).** WDVA will apply the following Washington State procurement priorities and preferences, as set forth below, to this Competitive Solicitation
- **PROCUREMENT PREFERENCE FOR EXECUTIVE ORDER 18-03** (Firms without Mandatory Individual Arbitration for Employees). Pursuant to RCW 39.26.160(3) (best value criteria) and consistent with [Executive Order 18-03 – Supporting Workers’ Rights to Effectively Address Workplace Violations](#) (dated June 12, 2018), WDVA will evaluate bids for best value and will provide a bid preference in the amount of ten percent (10%) or one hundred (100) points to any bidder who certifies, pursuant to [Exhibit A-1 – Bidder’s Certification](#), that their firm does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.
  - **WASHINGTON SMALL BUSINESSES.** In furtherance of Washington’s business inclusion goals WDVA will evaluate bids for best value and will provide a bid preference in the amount of ten percent (10%) or one hundred (100) points to any bidder who certifies, pursuant to [Exhibit A-1 – Bidder’s Certification](#), that Bidder qualifies as a ‘Washington Small Business’ as set forth in [Exhibit A-1 – Bidder’s Certification](#).
- 3.6. **CERTIFIED VETERAN-OWNED BUSINESSES.** In furtherance of Washington’s business inclusion goals, WDVA will evaluate bids for best value and will provide a bid preference

in the amount of ten percent (10%) or one hundred (100) points to any bidder who certifies, pursuant to [Exhibit A-1 – Bidder's Certification](#), that Bidder qualifies as a Washington Department of Veterans' Affairs Certified Veteran-Owned Business.

- 3.7. **PRESENTATION EVALUATION (STEP 5).** WDVA may invite the bidder(s) with the top-scored proposals to demonstrate/interview with the evaluation committee. All key personnel will be required to participate in the demonstration/interview process. WDVA will contact the bidder(s) to schedule a date and time for demonstration/interview. Bidder is encouraged to secure the date(s) indicated in Competitive Solicitation Section 1.1. WDVA will provide further instruction at the time of scheduling demonstrations/interviews. Prior points are not accumulative and will be reset to zero. There will be a maximum of **100 points** awarded based on bidder's demonstration/interview.
- 3.8. **BIDDER RESPONSIBILITY ANALYSIS.** For responsive bids, WDVA must determine whether the bidder is a 'responsible bidder.' In determining bidder responsibility, WDVA will consider the following elements:
- Bidder's ability, capacity, and skill to perform the contract or provide the service required;
  - Bidder's character, integrity, reputation, judgment, experience, and efficiency;
  - Bidder's ability to perform the contract within the time specified;
  - Bidder's performance quality pertaining to previous contracts or services;
  - Bidder's compliance with laws relating to the contract or services;
  - Whether, within the three-year period immediately preceding the date of the Competitive Solicitation, bidder has been determined by a final and binding citation and notice of assessment issued by the Washington State Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW; and

Such other information as may be secured having a bearing on the decision to award the Contract. See RCW 39.26.160(2)(a)-(g). In addition, WDVA may consider the following:

- **Financial Information:** WDVA may request financial statements, credit ratings, references, record of past performance, clarification of bidder's offer, on-site inspection of bidder's or subcontractor's facilities, or other information as necessary to determine bidder's capacity to perform and the enforceability of bidder's contractual commitments. Failure to respond to these requests may result in a bid being rejected as non-responsive.
- **References:** WDVA reserves the right to use references to confirm satisfactory customer service, performance, satisfaction with service/product, knowledge of products/service/industry and timeliness. Any negative or unsatisfactory reference can be reason for rejecting a bidder as non-responsible.



- 3.9. **CONTRACT NEGOTIATIONS.** WDVA may negotiate with the highest scored responsive, responsible bidder to finalize the Contract and to determine if the bid may be improved. If, after a reasonable period of time, WDVA, in its sole judgement, cannot reach agreement on acceptable Contract terms with such bidder, WDVA may suspend negotiations and undertake negotiations with the next highest scored responsive, responsible bidder as determined by the evaluations.
- 3.10. **ANNOUNCEMENT OF APPARENT SUCCESSFUL BIDDER.** WDVA will determine the Apparent Successful Bidder (“ASB”). The ASB will be the responsive and responsible bidder(s) that best meet(s) the Competitive Solicitation requirements and presents the best total value, including price, as calculated consistent with the instructions set forth in [Exhibit D – Bid Price](#), and other factors as set forth in this Competitive Solicitation including any applicable state procurement priority or preference.
- Designation as an ASB does not imply that WDVA will issue an award for a Contract to your firm. Rather, this designation allows WDVA to perform further analysis and ask for additional documentation. The bidder must not construe this as an award, impending award, attempt to negotiate, etc. If a bidder acts or fails to act as a result of this notification, it does so at its own risk and expense.
  - Upon announcement of the ASB, bidders may request a debrief conference as specified in Section 5.
- 3.11. **AWARD OF CONTRACT.** Subject to protests, if any, WDVA and the ASB will enter into a Contract as set forth in [Exhibit F – Contract](#). A contract award is made and a contract formed by signature of WDVA and awarded bidder on the Contract. WDVA reserves the right to award on an all-or-nothing consolidated basis. Following the award of the Contract, all bidders registered in WEBS will receive a Notice of Award delivered to the bidder’s email address provided in the bidder’s profile in WEBS.
- 3.12. **BID INFORMATION AVAILABILITY.** Upon WDVA’s announcement of ASB, all bid submissions and all bid evaluations are subject to public disclosure pursuant to Washington’s Public Records Act. See RCW 39.26.030(2).
- 3.13. **ADDITIONAL AWARDS.** WDVA reserves the right, during the resulting Contract term, to make additional Contract awards to responsive, responsible bidders who provided a bid but who were not awarded a Contract. Such awards would be on the same or substantially similar terms and conditions and would be designed to address a Contractor vacancy (e.g., a contractor is terminated or goes out of business) or be in the best interest of the State of Washington.

#### SECTION 4 – HOW TO PREPARE AND SUBMIT A BID FOR THIS COMPETITIVE SOLICITATION

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This section identifies how to prepare and submit your bid to WDVA for this Competitive Solicitation. In addition, bidders will need to review and follow the Competitive Solicitation requirements including those set forth in the exhibits, which identifies the information that bidders must provide to WDVA to constitute a responsive bid. By responding to this Competitive Solicitation and submitting a bid, bidders acknowledge having read and understood the entire Competitive Solicitation and accept all information contained within this Competitive Solicitation.

4.1. **PRE-BID CONFERENCE.** WDVA will host a Competitive Solicitation pre-bid conference at the time and location indicated in Section 1.1 of this Competitive Solicitation. Attendance is not mandatory. Bidders, however, are encouraged to attend and participate. The purpose of the pre-bid conference is to clarify the Competitive Solicitation as needed and raise any issues or concerns that bidders may have. If changes to the Competitive Solicitation are required as a result of the pre-bid conference, the Procurement Coordinator will post an amendment to this Competitive Solicitation to WEBS. Assistance for disabled, blind, or hearing-impaired persons who wish to attend the pre-bid conference is available with prior arrangement by contacting the Procurement Coordinator.

4.2. **BIDDER COMMUNICATIONS REGARDING THIS COMPETITIVE SOLICITATION.** During the Competitive Solicitation process, all bidder communications regarding this Competitive Solicitation must be directed to the Procurement Coordinator for this Competitive Solicitation. See Section 1.2 of this Competitive Solicitation. Bidders should rely only on this Competitive Solicitation and written amendments to the Competitive Solicitation issued by the Procurement Coordinator. In no event will oral communications regarding the Competitive Solicitation be binding.

- Bidders are encouraged to make any inquiry regarding the Competitive Solicitation as early in the process as possible to allow WDVA to consider and, if warranted, respond to the inquiry. If a bidder does not notify WDVA of an issue, exception, addition, or omission, WDVA may consider the matter waived by the bidder for protest purposes.
- If bidder inquiries result in changes to the Competitive Solicitation, written amendments will be issued and posted on WEBS.
- Unauthorized bidder contact regarding this Competitive Solicitation with other state employees involved with the Competitive Solicitation may result in bidder disqualification.

4.3. **PRICING.** Bid prices must include all cost components needed for the goods and/or services as described in this Competitive Solicitation. See [Exhibit D – Bid Price](#). A bidder’s failure to identify all costs in a manner consistent with the instructions in this Competitive Solicitation is sufficient grounds for disqualification.

- Inclusive Pricing: Bidders must identify and include all cost elements in their pricing. In the event that bidder is awarded a Contract, the total price for the goods and/or services shall be bidder’s price as submitted. Except as provided in the Contract, there shall be no additional costs of any kind.

4.4. **BID SUBMITTAL CHECKLIST – REQUIRED BID SUBMITTALS.** This section identifies the bid submittals that must be provided to WDVA to constitute a responsive bid. The submittals must be delivered as set forth below. Bids that do not include the submittals identified below may be rejected as nonresponsive. In addition, a bidder’s failure to complete any submittal as instructed may result in the bid being rejected. Bidders may not provide unsolicited materials. For any supplemental materials expressly required by WDVA in writing, bidders must identify such supplemental materials with the bidder’s name.

**[EXHIBIT A-1 – BIDDER’S CERTIFICATION](#)**

This document is the Bidder’s Certification.

Complete the certification, attach it to the bid along with any exceptions or required explanations, and submit it to WDVA.

Note: The Certification must be complete. Where there are choices, bidder **must** check a box. The certification must be signed and submitted by a duly authorized representative for the bidder.

- EXHIBIT A-2 – BIDDER’S PROFILE**  
This document is required bidder information for WDVA’s contract administration purposes. Complete as instructed and submit with the bid to WDVA.
- EXHIBIT B – PERFORMANCE REQUIREMENTS**  
Bidder will need to confirm that bidder’s goods and/or services and/or bidder’s performance meets or exceeds the detailed specifications/qualifications set forth in Exhibit B – Performance Requirements and submit it with the bid to WDVA.
- EXHIBIT C – POSITION DESCRIPTIONS**  
This exhibit provides details specific to the positions requested within this solicitation.
- EXHIBIT D – BID PRICE**  
This exhibit provides the pricing information that bidders will complete as part of their bid and the price evaluation tool that WDVA will use to evaluate and compare bids.
- EXHIBIT E – FREQUENTLY ASKED QUESTIONS**  
This exhibit provides answers to frequently asked questions.
- Exhibit F – Contract**  
This exhibit is a draft of the Contract that selected successful bidders will execute with WDVA.
- EXHIBIT F-1 – CONTRACT ISSUES LIST**  
This document is a required submittal IF bidder has business issues with the Contract attached as **Exhibit F – Contract**. If so, bidder must complete and submit to WDVA. Note, however, that WDVA reserves the right not to modify the Contract and to award the Contract on the basis of a bidder’s willingness to agree to the Contract.

- 4.5. **BID FORMAT.** Bids must be complete, legible, signed, and follow all instructions stated in the Competitive Solicitation (including the exhibits). Unless otherwise specified in writing by WDVA, documents included with an electronic bid must be prepared in MS Word, MS Excel, or Adobe PDF. Where required to do so, bidders may sign using either a physical or electronic signature.
- 4.6. **SUBMITTING BIDS.** Your electronic bid must be emailed to [solicitations@dva.wa.gov](mailto:solicitations@dva.wa.gov) WDVA's email boxes only can accept emails that total less than 30MB in size. Bidders are cautioned to keep email sizes to less than 25MB to ease delivery. Zipped files cannot be accepted.
- 4.7. **LATE PROPOSALS.** Regardless of cause, WDVA may not accept late proposals. Such proposals will automatically be disqualified from consideration.

## SECTION 5 – COMPLAINT, DEBRIEF, & PROTEST REQUIREMENTS

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This section details the applicable requirements for complaints, debriefs, and protests.

- 5.1. **COMPLAINTS.** This Competitive Solicitation offers a complaint period for bidders wishing to voice objections to this solicitation. The complaint period ends five (5) business days before the bid due date. The complaint period is an opportunity to voice objections, raise concerns, or suggest changes that were not addressed during the Question & Answer Period or, if applicable, at the Pre-Bid Conference. Failure by the bidder to raise a complaint at this stage may waive its right for later consideration. WDVA will consider all complaints but is not required to modify or cancel the Competitive Solicitation. If bidder complaints result in changes to the Competitive Solicitation, written amendments to the Competitive Solicitation will be issued and posted on WEBS.
  - a. **CRITERIA FOR COMPLAINT.** A formal complaint may be based only on one or more of the following grounds: (a) The solicitation unnecessarily restricts competition; (b) The solicitation evaluation or scoring process is unfair or flawed; or (c) The solicitation requirements are inadequate or insufficient to prepare a response.
  - b. **INITIATING A COMPLAINT.** A complaint must: (a) Be submitted to and received by the Procurement Coordinator no less than five (5) business days prior to the deadline for bid submittal; and (b) Be in writing (see Form and Substance, and Other below). A complaint should clearly articulate the basis of the complaint and include a proposed remedy.
  - c. **RESPONSE.** When a complaint is received, the Procurement Coordinator (or designee) will consider all the facts available and respond in writing prior to the deadline for bid submittals, unless more time is needed. WDVA is required to promptly post the response to a complaint on WEBS.
  - d. **RESPONSE IS FINAL.** The Procurement Coordinator's response to the complaint is final and not subject to administrative appeal. Issues raised in a complaint may not be raised again during the protest period. Furthermore, any issue, exception, addition, or omission not brought to the attention of the Procurement Coordinator prior to bid submittal may be deemed waived for protest purposes.
- 5.2. **DEBRIEF CONFERENCES.** A Debrief Conference is an opportunity for a bidder and WDVA, through its Procurement Coordinator, to meet and discuss the bidder's bid (and, as further

explained below, is a necessary prerequisite to filing a protest). Following the evaluation of the bids, WDVA will issue an announcement of the ASB. That announcement may be made by any means, but WDVA likely will use email to the bidder's email address provided in the Bidder's Profile. Bidders will have three (3) business days to request a Debrief Conference. Once a Debrief Conference is requested, WDVA will offer the requesting bidder one meeting opportunity and notify the bidder of the Debrief Conference place, date, and time. Please note, because the debrief process must occur before making an award, WDVA likely will schedule the Debrief Conference shortly after the announcement of the ASB and the bidder's request for a Debrief Conference. WDVA will not allow the debrief process to delay the award. Therefore, bidders should plan for contingencies and alternate representatives. **Bidders who wish to protest must first participate in a debrief conference. Bidders who are unwilling or unable to attend the Debrief Conference will lose the opportunity to protest. A debrief is a required prerequisite for a bidder wishing to file a protest.**

- a. TIMING. A Debrief Conference may be requested by a bidder following announcement of the Apparent Successful Bidder (ASB).
- b. PURPOSE OF DEBRIEF CONFERENCE. Any bidder who has submitted a timely bid response may request a Debrief Conference (see Form and Substance, and Other below). A Debrief Conference provides an opportunity for the bidder to meet with WDVA to discuss bidder's bid and evaluation. It does not provide an opportunity to discuss other bids and evaluations.
- c. REQUESTING A DEBRIEF CONFERENCE. The request for a Debrief Conference must be made in writing via email to the Procurement Coordinator and received within three (3) business days after the announcement of the Apparent Successful Bidder. Debrief conferences will be conducted virtually (e.g., by telephone or web-based virtual meeting such as Zoom, Skype, MS Teams), and may be limited by WDVA to a specified period of time. The failure of a bidder to request a debrief within the specified time and attend a debrief conference constitutes a waiver of the right to submit a protest. Any issue, exception, addition, or omission not brought to the attention of the procurement coordinator before or during the debrief conference may be deemed waived for protest purposes.

5.3. **PROTESTS.** Following a Debrief Conference, a bidder may protest the award of a Contract.

- a. CRITERIA FOR A PROTEST. A protest may be based only on one or more of the following: (a) Bias, discrimination, or conflict of interest on the part of an evaluator; (b) Error in computing evaluation scores; or (c) Non-compliance with any procedures described in the Competitive Solicitation.
- b. INITIATING A PROTEST. Any bidder may protest an award to the ASB. A protest must: (a) Be submitted to and received by the Protest Officer specified below, within five (5) business days after the protesting bidder's Debriefing Conference (see Form and Substance, and Other below); (b) Be in writing; (c) Include a specific and complete statement of facts forming the basis of the protest; and (d) Include a description of the relief or corrective action requested.
- c. PROTEST RESPONSE. After reviewing the protest and available facts, WDVA's Protest Officer will issue a written response within ten (10) business days from receipt of the protest, unless additional time is needed.

- d. **DECISION IS FINAL.** The protest decision is final and not subject to administrative appeal. If the protesting bidder does not accept WDVA's protest response, the bidder may seek relief in Thurston County Superior Court.
- 5.4. **COMMUNICATION DURING COMPLAINTS, DEBRIEFS, AND PROTESTS.** With the exception of protests, all communications about this Competitive Solicitation, including complaints and debriefs, must be addressed to the Procurement Coordinator unless otherwise directed. Protests must be addressed to the Protest Officer.
- a. **FORM, SUBSTANCE, & OTHER.** All complaints, requests for debrief, and protests must:
    - i. Be in writing;
    - ii. Be signed by the complaining or protesting bidder or an authorized agent, unless sent by email;
    - iii. Be delivered within the time frame(s) outlined herein;
    - iv. Identify the Competitive solicitation number;
    - v. Conspicuously state "Complaint," "Debrief," or "Protest" in any subject line of any correspondence or email; and
    - vi. Be sent to the address identified below.
  - b. **COMPLAINTS & PROTESTS.** All complaints and protests must (a) State all facts and arguments on which the complaining or protesting bidder is relying as the basis for its action; and (b) Include any relevant documentation or other supporting evidence.

5.5. **HOW TO CONTACT WDVA.**

- a. **TO SUBMIT A COMPLAINT.** Send an email message to the Procurement Coordinator listed in this Competitive Solicitation. The email message must include "Complaint" in the subject line of the email message. Alternatively, mail the complaint to the Procurement Coordinator listed in this Competitive Solicitation at the following address:
  - Attn: Procurement Coordinator – Complaint
  - Contracts Office
  - WDVA
  - P.O. Box 41411
  - Olympia, WA 98504-1411
- b. **TO REQUEST A DEBRIEF CONFERENCE.** Send an email message to the Procurement Coordinator listed in this Competitive Solicitation. The email message must include "Debrief" in the subject line of the email message.
- c. **TO SUBMIT A PROTEST.** Send an email message to the Protest Officer at the following email address: [solicitations@dva.wa.gov](mailto:solicitations@dva.wa.gov). The email message must include "**Protest**" in the subject line of the email message. Alternatively, mail the protest to the Protest Officer at the following address:
  - Attn: Protest Officer
  - Contracts Office
  - WDVA
  - P.O. Box 41411
  - Olympia, WA 98504-1411

This section provides additional information regarding Washington's Public Records Act and doing business with the State of Washington, including WDVA's efforts to enable Washington's small, diverse, and veteran-owned businesses to compete for and participate in state procurements for goods/services.

**6.1. WASHINGTON'S PUBLIC RECORDS ACT – PUBLIC RECORDS DISCLOSURE REQUESTS.**

- All documents (written and electronic) submitted to WDVA as part of this procurement are public records. Unless statutorily exempt from disclosure, such records are subject to disclosure *if* requested. See [RCW 42.56](#), Public Records Act. WDVA strongly discourages bidders from unnecessarily submitting sensitive information (e.g., information that bidder might categorize as 'confidential,' 'proprietary,' 'sensitive,' 'trade secret,' etc.).
  - If, in bidder's judgment, Washington's Public Records Act provides an applicable statutory exemption from disclosure for certain portions of bidder's bid, please mark the precise portion(s) of the relevant page(s) of the bid that bidder believes are statutorily exempt from disclosure and identify the precise statutory basis for exemption from disclosure.
  - In addition, if, in bidder's judgment, certain portions of bidder's bid are not statutorily exempt from disclosure but are sensitive because these particular portions of bidder's bid (NOT including pricing) include highly confidential, proprietary, or trade secret information (or the equivalent) that bidder protects through the regular use of confidentiality or similar agreements and routine enforcements through court enforcement actions, please mark the precise portion(s) of the relevant page(s) of bidder's bid that include such sensitive information.
- In the event that WDVA receives a public records disclosure request pertaining to information that bidder has submitted and marked either as (a) statutorily exempt from disclosure; or (b) sensitive, WDVA, prior to disclosure, will do the following:
  - WDVA's Public Records Officer will review any records marked by bidder as statutorily exempt from disclosure. In those situations, where the designation comports with the stated statutory exemption from disclosure, WDVA will redact or withhold the document(s) as appropriate.
  - For documents marked 'sensitive' or for documents where WDVA either determines that no statutory exemption to disclosure applies or is unable to determine whether the stated statutory exemption to disclosure properly applies, WDVA will notify bidder, at the address provided in the bid submittal, of the public records disclosure request and identify the date that WDVA intends to release the document(s) (including documents marked 'sensitive' or exempt from disclosure) to the requester unless the bidder, at bidder's sole expense, timely obtains a court order enjoining WDVA from such disclosure. In the event bidder fails to timely file a motion for a court order enjoining such disclosure, WDVA will release the requested document(s) on the date specified. Bidder's failure properly to identify exempted or sensitive information and timely respond after notice of

request for public disclosure has been given shall be deemed a waiver by bidder of any claim that such materials are exempt or protected from disclosure.

6.2. **SMALL & DIVERSE BUSINESSES.** WDVA, in accordance with Washington law, encourages small and diverse businesses to compete for and participate in state procurements as contractors and as subcontractors to awarded bidders. See, e.g., [RCW 39.19](#) (OMWBE certified businesses); [RCW 43.60A.200](#) (WDVA certified veteran-owned businesses); and [RCW 39.26.005](#) (Washington small businesses). In support of the state's economic goals and to support a diverse supplier pool, WDVA has established the following voluntary numerical goals for WDVA's Competitive Solicitations:

- Ten percent (10%) Minority-Owned Businesses certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE);
- Six percent (6%) Women-Owned Businesses certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE);
- Five percent (5%) Veteran-Owned Businesses certified by the Washington State Department of Veterans Affairs (WDVA); and
- Twenty-Five percent (25%) Washington Small Businesses, five percent (5%) of which are microbusinesses or mini-businesses as defined in RCW 39.26.010(16) and (17).

Achievement of these goals is encouraged whether directly or through subcontractors.

- **OMWBE CERTIFICATION.** Bidders may contact the Washington State [Office of Minority and Women's Business Enterprises](#) (OMWBE) regarding information on Minority-Owned and Women-Owned certified firms, state, and federal certification programs, or to become certified. OMWBE can be reached by telephone, 866-208-1064, or through their website at [OMWBE](#). OMWBE-Certified firms may provide their certification information on [Exhibit A-2 – Bidder's Profile](#).
- **WDVA CERTIFICATION.** Bidders may contact the [Washington State Department of Veterans' Affairs](#) (WDVA) for information regarding Certified Veteran-Owned businesses or to become a Certified Veteran-Owned Business. The WDVA can be reached by telephone, (360) 725-2169, or through their website at [WDVA](#). The qualification requirements to be a Certified Veteran-Owned Business are set forth in [Exhibit A-1 – Bidder's Certification](#).
- **WASHINGTON SMALL BUSINESSES.** Bidders may contact WDVA about small and diverse business inclusion and qualification as a Washington Small Business. If you qualify as a Washington Small Business, identify yourself as such in WEBS. Call WEBS Customer Service at 360-902-7400. The qualification requirements to self-certify as a Washington Small Business are set forth in [Exhibit A-1 – Bidder's Certification](#).

6.3. **WEBS REGISTRATION.** Individuals and firms interested in state contracting opportunities with WDVA or any state agency should register for competitive solicitation notices at the Washington Electronic Business Solution (WEBS) [WEBS Registration](#). *Note:* There is no cost to register on WEBS.



## EXHIBIT A-1 – BIDDER’S CERTIFICATION

Note: As set forth above, Bidder must complete, sign, and return the *Exhibit A-1 – Bidder’s Certification* to WDVA.

Competitive Solicitation:	No. <u>2023</u> – <u>002</u>		
Bidder:	Type/print full legal name of Bidder		
Bidder’s Address:	Type/print Bidder’s Address		
Bidder Organization Type: Check appropriate box	Corporation:	<input type="checkbox"/> Domestic	<input type="checkbox"/> Foreign
	Limited Liability Company (LLC):	<input type="checkbox"/> Domestic	<input type="checkbox"/> Foreign
	Partnership:	<input type="checkbox"/> Domestic	<input type="checkbox"/> Foreign
	Sole Proprietorship:	<input type="checkbox"/>	
* Note: A sole proprietorship is an unincorporated business owned and run by an individual with no distinction between the business and the owner. It is not a legal entity. It simply refers to a person who owns the business and is personally responsible for its debts and who pays personal income taxes on profits earned from the business. If you are a bidder who operates a business on your own, you automatically are a sole proprietor unless you have adopted a business structure (e.g., corporation, LLC, partnership).			
State of Formation for Corp./LLC/Partnership:	Type/print the state where the corporation, LLC, or partnership is formed – e.g., ‘Washington’ if domestic and the name of the state if ‘Foreign’ (i.e., not Washington)		
Doing Business Under Another Name: Check appropriate box	State whether Bidder has been doing business under another name during the past five years: <input type="checkbox"/> Bidder has NOT done business under another name <input type="checkbox"/> Bidder HAS done business under another name If Bidder HAS done business under another name, provide the name(s) and addresses: Name: _____ Address: _____		

Bidder, through the duly authorized undersigned, makes this certification as a required element of submitting a responsive bid. Bidder certifies, to the best of its knowledge and belief, that the following are true, complete, correct, and made in good faith:

1. UNDERSTANDING. Bidder certifies that Bidder has read, thoroughly examined, and fully understands all of the provisions in the Competitive Solicitation (including all exhibits) and

the terms and conditions of the Contract and any amendments or clarifications to the Competitive Solicitation, and agrees to abide by the same.

2. **ACCURACY.** Bidder certifies that Bidder has carefully prepared and reviewed its bid and fully supports the accuracy of the same. Bidder further understands and acknowledges that WDVA shall not be responsible for any errors or omission on the part of Bidder in preparing its bid. Bidder certifies that the facts declared here are true and accurate. Bidder further understands and acknowledges that the continuing compliance with these statements and all requirements of the Competitive Solicitation are conditions precedent to the award or continuation of the resulting Contract.
3. **NO COLLUSION OR ANTI-COMPETITIVE PRACTICES.** Bidder certifies that Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Competitive Solicitation. Bidder certifies that Bidder's bid prices have been arrived at independently, without engaging in collusion, bid rigging, or any other illegal activity, and without for the purpose of restricting competition any consultation, communication, or agreement with any other bidder or competitor relating to (a) those prices, (b) the intention to submit a bid, or (c) the methods or factors used to calculate the prices offered. Bidder certifies that Bidder has not been and will not knowingly disclose its bid prices, directly or indirectly, to any other bidder or competitor before award of a Contract, unless otherwise required by law. Bidder certifies that Bidder has made no attempt and shall not make any attempt to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition. Bidder, however, freely may join with other persons or organizations for the purpose of presenting a bid.
4. **FIRM OFFER.** Bidder certifies that its bid, attached hereto, is a firm offer which cannot be withdrawn for a period of ninety (90) days from and after the bid due date specified in the Competitive Solicitation. WDVA may accept such bid, with or without further negotiation, at any time within such period. In the event of a protest, Bidder's bid shall remain valid for such period or until the protest and any related court action is resolved, whichever is later.
5. **CONFLICT OF INTEREST.** Bidder certifies that, in preparing this bid, Bidder has not been assisted by any current or former employee of the State of Washington whose duties relate (or did relate) to this Competitive Solicitation, 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 bid.
6. **NO REIMBURSEMENT.** Bidder certifies that Bidder understands that the State of Washington will not reimburse Bidder for any costs incurred in the preparation of this bid. All bids become the property of the State of Washington, and Bidder claims no proprietary right to the ideas, writings, items, or samples unless so stated in the bid.
7. **PERFORMANCE.** Bidder certifies that Bidder understands that its submittal of a bid and execution of this Bidder's Certification certifies Bidder's willingness to comply with the Contract, if awarded such. By submitting this bid, Bidder hereby offers to furnish the goods and/or services solicited pursuant to this Competitive Solicitation in compliance with all terms, conditions, and performance requirements contained in this Competitive Solicitation and the resulting Contract or, if applicable, as detailed on a Contract Issues List, if permitted, in this Competitive Solicitation.

8. INSURANCE. Bidder certifies as follows (*must check one*):

- BIDDER HAS REQUIRED INSURANCE.* Bidder has attached a current, valid Certificate of Insurance for each and all of the required insurance coverages as specified in the Contract (note: Bidder must attach the Insurance Certificate).

OR

- BIDDER WILL OBTAIN REQUIRED INSURANCE.* Bidder does not have a current, valid Certificate of Insurance for each and all of the required insurance coverages as specified in the Contract but, if designated as the Apparent Successful Bidder, Bidder will provide such a Certificate of Insurance, without exception of any kind, to WDVA within twenty-four (24) hours of such designation or notification by WDVA or be deemed a nonresponsive bid.

OR

- BIDDER DOES NOT HAVE REQUIRED INSURANCE.* As detailed on the attached explanation (Bidder to provide), Bidder does not have a current, valid Certificate of Insurance for each and all of the required insurance coverages as specified in the Contract and, if designated as the Apparent Successful Bidder would not be able to provide such a Certificate of Insurance to WDVA within twenty-four (24) hours of such designation.

9. DEBARMENT. Bidder certifies as follows (*must check one*):

- NO DEBARMENT.* Bidder and/or its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with any federal, state, or local governmental entity.

OR

- DEBARRED.* As detailed on the attached explanation (Bidder to provide), Bidder and/or its principals presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with a federal, state, or local governmental entity.

10. CRIMINAL OFFENSE. Bidder certifies as follows (*must check one*):

- NO CRIMINAL OFFENSE.* Bidder and its officers, directors, and managers have not, within the three (3) year period preceding the date of this Competitive Solicitation, been convicted or had a civil judgment rendered against Bidder or such officers, directors, and managers for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a governmental contract; violation of any federal or state antitrust statute; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. Bidder further certifies that Bidder and its officers, directors, and managers are not presently indicted or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in this paragraph.

OR

- CRIMINAL OFFENSE.* As detailed on the attached explanation (Bidder to provide), within the three (3) year period preceding the date of this Competitive Solicitation, Bidder or its officers, directors, or managers have been convicted or had a civil judgment rendered against Bidder or such officers, directors, or managers for commission of fraud or a criminal offense in connection with

obtaining, attempting to obtain, or performing a governmental contract; violation of any federal or state antitrust statute; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

11. WAGE THEFT PREVENTION. Bidder certifies as follows (*must check one*):

*NO WAGE VIOLATIONS.* Bidder has NOT been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in [RCW 49.48.082](#), any provision of [RCW 49.46](#), [RCW 9.48](#), or [RCW 49.52](#) within three (3) years prior to the date of the above-referenced Competitive Solicitation date.

OR

*VIOLATIONS OF WAGE LAWS.* Bidder has been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in [RCW 49.48.082](#), a provision of [RCW 49.46](#), [RCW 49.48](#), or [RCW 49.52](#) within three (3) years prior to the date of the above-referenced Competitive Solicitation date.

12. CIVIL RIGHTS. Bidder certifies as follows (*must check one*):

*COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS.* Bidder complies with all applicable requirements regarding civil rights. Such requirements prohibit discrimination against individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.

OR

*NON-COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS.* Bidder does not comply with all applicable requirements regarding civil rights.

13. WORKERS' RIGHTS ([EXECUTIVE ORDER 18-03](#)). Bidder certifies as follows (*must check one*):

*NO MANDATORY INDIVIDUAL ARBITRATION CLAUSES AND CLASS OR COLLECTIVE ACTION WAIVERS FOR EMPLOYEES.* Bidder does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

OR

*MANDATORY INDIVIDUAL ARBITRATION CLAUSES AND CLASS OR COLLECTIVE ACTION WAIVERS FOR EMPLOYEES.* Bidder requires its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

14. TERMINATION FOR DEFAULT OR CAUSE. Bidder certifies as follows (*must check one*):

*NO TERMINATION FOR DEFAULT OR CAUSE.* Bidder has not, within the three (3) year period preceding the date of this Competitive Solicitation, had one (1) or more federal, state, or local governmental contracts terminated for cause or default.

OR

- TERMINATION FOR DEFAULT OR CAUSE.* As detailed on the attached explanation (Bidder to provide), within the three (3) year period preceding the date of this Competitive Solicitation, Bidder has had one (1) or more federal, state, or local governmental contracts terminated for cause or default.

15. TAXES. Bidder certifies as follows (*must check one*):

- TAXES PAID.* Except as validly contested, Bidder is not delinquent and has paid or has arranged for payment of all taxes due to the State of Washington and has filed all required returns and reports as applicable.

OR

- DELINQUENT TAXES.* As detailed on the attached explanation (Bidder to provide), Bidder has not paid or arranged for payment of all taxes due to the State of Washington and/or has not timely filed all required returns and reports as applicable.

16. FINANCIALLY SOLVENT. Bidder certifies as follows (*must check one*):

- FINANCIALLY SOLVENT.* Bidder is financially stable and solvent, has adequate cash reserves to meet all financial obligations, has not commenced bankruptcy proceedings voluntarily or otherwise, and is not subject to any judgments, liens, or encumbrances of any kind affecting title to any Goods or Services that are the subject of this Competitive Solicitation.

OR

- NOT FINANCIALLY SOLVENT.* As detailed on the attached explanation (Bidder to provide), Bidder is not financially stable and solvent – i.e., Bidder does not have adequate cash reserves to meet all financial obligations, has commenced bankruptcy proceedings voluntarily or otherwise, or is subject to a judgment, lien, or encumbrance that affects title to the Goods or Services that are the subject of this Competitive Solicitation.

17. LAWFUL REGISTRATION. Bidder, if conducting business other than as a sole proprietorship certifies as follows (*must check one*):

- CURRENT LAWFUL REGISTRATION.* Bidder is in good standing in the State of Washington and the jurisdiction where Bidder is organized, including having timely filed all required annual reports.

OR

- DELINQUENT REGISTRATION.* As detailed on the attached explanation (Bidder to provide), Bidder currently is not in good standing in the State of Washington and/or the jurisdiction where Bidder is organized.

*NOTE:* This certification applies only to bidders that are organized as separate legal entities (e.g., a corporation, partnership, limited liability company). If bidder is a sole proprietor, this certification should not be answered.

18. REGISTRATION WITH WASHINGTON SECRETARY OF STATE. Bidder, is conducting business other than as a sole proprietorship, certifies as follows (*must check one*):

- BIDDER IS REGISTERED WITH WASHINGTON SECRETARY OF STATE.* Bidder is registered with the Washington Secretary of State, is in good standing, and has the following Unified Business Identifier (UBI) number: \_\_\_\_ \_\_\_\_ \_\_\_\_.

OR

- BIDDER WILL REGISTER WITH WASHINGTON SECRETARY OF STATE.* Bidder is not registered with the Washington Secretary of State but, if designated as the Apparent Successful Bidder, Bidder will register with the Washington Secretary of State and obtain a UBI number within twenty-four (24) hours of such designation or notification by WDVA or be deemed a nonresponsive bid.

OR

- BIDDER IS NOT REGISTERED WITH WASHINGTON SECRETARY OF STATE.* Bidder is not registered with the Washington Secretary of State and Bidder declines to register with the Washington Secretary of State. *Note:* WDVA requires all awarded bidders (including Washington firms and out of state firms) to be registered with the Washington Secretary of State. Bidders who are not registered will not be awarded a Contract.

*NOTE:* This certification applies only to bidders that are organized as separate legal entities (e.g., a corporation, partnership, limited liability company). If bidder is a sole proprietor, this certification should not be answered.

19. REGISTRATION WITH WASHINGTON STATE DEPARTMENT OF REVENUE. Bidder certifies as follows (*must check one*):

- BIDDER IS REGISTERED WITH WASHINGTON STATE DEPARTMENT OF REVENUE.* Bidder is registered with the Washington State Department of Revenue, has a business license to do business in Washington, and has the following Unified Business Identifier (UBI) number: \_\_\_\_ \_.

OR

- BIDDER WILL REGISTER WITH WASHINGTON STATE DEPARTMENT OF REVENUE.* Bidder is not registered with the Washington State Department of Revenue but, if designated as the Apparent Successful Bidder, Bidder will register with the Washington State Department of Revenue and obtain a business license within twenty-four (24) hours of such designation or notification by WDVA or be deemed a nonresponsive bid.

OR

- BIDDER IS NOT REGISTERED WITH WASHINGTON STATE DEPARTMENT OF REVENUE.* Bidder is not registered with the Washington State Department of Revenue and Bidder declines to register with the Washington State Department of Revenue. *Note:* WDVA requires all awarded bidders (including Washington firms and out of state firms) to be registered with the Washington State Department of Revenue. Bidders who are not registered will not be awarded a Contract.

20. SUBCONTRACTORS. Bidder certifies as follows (*must check one*):

- NO SUBCONTRACTORS.* If awarded a Contract, Bidder will not utilize subcontractors to provide the goods and/or services subject to this Competitive Solicitation.

OR

- SUBCONTRACTORS.* As detailed on the attached explanation (A-2 Bidder Profile), if awarded a Contract, Bidder will utilize subcontractors to provide the goods and/or services subject to this Competitive Solicitation. In such event, Bidder certifies that, as to WDVA, Bidder shall retain responsibility for its

subcontractors, including, without limitation, liability for any subcontractor's acts or omissions. Note: Bidder must provide the precise legal name (including state of organization), business address, and federal tax identification number (TIN) for each subcontractor. Note: Do not provide any SSN.

21. WASHINGTON SMALL BUSINESS. Bidder certifies as follows (*must check one*):

- WASHINGTON SMALL BUSINESS.* Bidder is a Washington Small Business as defined in RCW 39.26.010. To qualify as a Washington Small Business, Bidder must meet three (3) requirements:
  - *Location.* Bidder's principal office/place of business must be located in and identified as being in the State of Washington. A principal office or principal place of business is a firm's headquarters where business decisions are made and the location for the firm's books and records as well as the firm's senior management personnel.
  - *Size.* Bidder must be owned and operated independently from all other businesses and have either: (a) fifty (50) or fewer employees; or (b) gross revenue of less than seven million dollars (\$7,000,000) annually as reported on Bidder's federal income tax return or its return filed with the Washington State Department of Revenue over the previous three consecutive years.
  - *WEBS Certification.* Bidder must have certified its Washington Small Business status in Washington's Electronic Business Solution ([WEBS](#)).

OR

- NOT WASHINGTON SMALL BUSINESS.* Bidder is not a Washington Small Business as defined in RCW 39.26.010.

22. CERTIFIED VETERAN-OWNED BUSINESS. Bidder certifies as follows (*must check one*):

- CERTIFIED VETERAN-OWNED BUSINESS.* Bidder is a Certified Veteran-Owned Business under RCW 43.60A.190. To qualify as a Certified Veteran-Owned Business, Bidder must meet four (4) requirements:
  - *51% Ownership.* Bidder must be at least fifty-one percent (51%) owned and controlled by:
    - (a) A veteran as defined as every person who at the time he or she seeks certification has received a discharge with an honorable characterization or received a discharge for medical reasons with an honorable record, where applicable, and who has served in at least one of the capacities listed in RCW 41.04.007;
    - (b) A person who is in receipt of disability compensation or pension from the Department of Veterans Affairs; or
    - (c) An active or reserve member in any branch of the armed forces of the United States, including the National Guard, Coast Guard, and Armed

Forces Reserves.

- *Washington Incorporation/Location.* Bidder must be either an entity that is incorporated in the state of Washington as a Washington domestic corporation or, if not incorporated, an entity whose principal place of business is located within the State of Washington.
- *WEBS Certification.* Bidder must have certified its Veteran-Owned business status in Washington's Electronic Business Solution ([WEBS](#)).
- *WDVA Certification.* Bidder must have provided certification documentation to the Washington Department of Veterans' Affairs (WDVA) and be certified by WDVA and listed as such on WDVA's website ([WDVA – Veteran-Owned Businesses](#)).

OR

- NOT A CERTIFIED VETERAN-OWNED BUSINESS.* Bidder is not a Certified Veteran-Owned Business under RCW 43.60A.190.

23. WASHINGTON STATE ENTERPRISE LEADERSHIP COMPETENCIES – DIVERSITY, EQUITY, & INCLUSION. Bidder certifies as follows (*must check one*):

- UNDERSTANDS & WILL FOLLOW WASHINGTON STATE ENTERPRISE LEADERSHIP COMPETENCIES.* Bidder has reviewed, understands, and if awarded a Contract, will follow the [Washington State Enterprise Leadership Competencies](#) in performing such Contract and, if utilizing subcontractors, will ensure that such subcontractors also follow the *Washington State Enterprise Leadership Competencies* in performing such Contract.

OR

- DOES NOT FOLLOW WASHINGTON STATE ENTERPRISE LEADERSHIP COMPETENCIES.* Bidder does not follow the [Washington State Enterprise Leadership Competencies](#).

24. SOFTWARE, EQUIPMENT, PERSONNEL, & SUPPLIES. Bidder certifies as follows (*must check one*):

- HAS SOFTWARE, EQUIPMENT, PERSONNEL, & SUPPLIES.* Bidder currently possess all necessary software, equipment, qualified personnel, and supplies to provide the services as defined in the solicitation.

OR

- WILL OBTAIN SOFTWARE, EQUIPMENT, PERSONNEL, & SUPPLIES.* Bidder does not currently possess all necessary software, equipment, qualified personnel, and supplies to provide the services as defined in the solicitation, but, if designated as the Apparent Successful Bidder, Bidder will provide evidence satisfactory to WDVA that it has obtained and possess all necessary software, equipment, qualified personnel, and supplies to provide the services as defined in the solicitation, without exception of any kind, to WDVA within twenty-four (24) hours of such designation or notification by WDVA or be deemed a nonresponsive bid.

OR

- DOES NOT HAVE SOFTWARE, EQUIPMENT, PERSONNEL, & SUPPLIES.* Bidder currently does not possess all necessary software, equipment, qualified



personnel, and supplies to provide the services as defined in the solicitation.

25. REFERENCES. Bidder certifies that the references provided to WDVA have worked with Bidder and that such individuals and firms have full permission, without any additional requirement or release, to provide such references and information to WDVA. Bidder hereby authorizes WDVA (or its agent) to contact Bidder's references and others who may have pertinent information regarding Bidder's prior experience and ability to perform the Contract, if awarded. Bidder hereby authorizes such individuals and firms to provide such references and release to WDVA information pertaining to the same.

Bidder further certifies that it shall provide immediate written notice to if, at any time prior to a contract award, Bidder learns that any of its certifications set forth herein were erroneous when submitted or has become erroneous by reason of changed circumstances.

I hereby certify, under penalty of perjury under the laws of the State of Washington, that the certifications herein are true and correct and that I am duly authorized to make these certifications on behalf of the Bidder listed herein.

**BIDDER NAME:**

Print Name of Bidder – Print full legal entity name of the firm submitting the Bid  
If Bidder is a sole proprietor, print the full legal name of the individual who is the Bidder submitting the Bid

**By:**

Signature of Bidder's authorized person

Print Name of person making certifications for Bidder

**Title:**

Title of person signing certificate

**Place:**

Print city and state where signed

**Date:**

## EXHIBIT A-2 – BIDDER’S PROFILE

Note: As set forth above, Bidder must complete and return the *Exhibit A-2 – Bidder’s Profile* to WDVA.

Competitive Solicitation:	No. <b><u>2023-002</u></b>
Bidder:	Type/print full legal name of Bidder

<b>BIDDER INFORMATION</b>	
Legal name of Bidder: Address of Bidder: <i>Note: This must match information from Bidder’s Washington Business License.</i>	Business Name  Address  City, State, Zip Code
Bidder’s Washington State Department of Revenue Registration Number/Unified Business Identifier (UBI) Number: <i>Note: A nine-digit UBI number is assigned to each registered businesses in Washington.</i>	
Taxpayer Identification No. (TIN): <i>Note: Your TIN will be either a number issued by the IRS (e.g., Employer Identification Number, Federal Tax Identification Number) or a number issued by the Social Security Administration (i.e., your Social Security Number). If your TIN is a SSN, state that fact, but do NOT provide the SSN.</i>	
Is your firm certified as a minority or woman owned business with the Washington State Office of Minority & Women’s Business Enterprises (OMWBE)?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, provide Bidder’s MWBE certification no.:

BIDDER INFORMATION	
<p>Is your firm a self-certified Washington Small Business?</p> <p><i>Note: See Exhibit A-1 – Bidder’s Certification for criteria to qualify as a Washington Small Business</i></p> <p><i>Note: Regardless of size, a qualifying business must be owned and operated independently from all other businesses. In regard to size, the gross revenue thresholds, as reported on Bidder’s tax returns, are as follows:</i></p> <ul style="list-style-type: none"> <li>▪ Microbusiness: Annual gross revenue of less than one million dollars.</li> <li>▪ Minibusiness: Annual gross revenue of more than one million dollars, but less than three million dollars.</li> <li>▪ Small Business: Annual gross revenue of less than seven million dollars over each of the three prior consecutive years.</li> </ul>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, provide the location for Bidder’s principal place of business:</p> <p>If yes, what is your business size (based on annual gross revenue)?</p> <p>Microbusiness <input type="checkbox"/></p> <p>Minibusiness <input type="checkbox"/></p> <p>Small Business <input type="checkbox"/></p>
<p>Is your firm certified as a Veteran-Owned Business with the Washington State Department of Veteran Affairs?</p> <p><i>Note: See Exhibit A-1 – Bidder’s Certification for criteria to qualify as a Certified Veteran-Owned Business.</i></p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, provide Bidder’s WDVA certification no.</p> <p>.</p>

CONTRACT MANAGEMENT POINTS OF CONTACT	
<p>Authorized Representative</p> <p>Name: _____</p> <p>Email: _____</p> <p>Phone: _____</p>	<p>Contract Administrator</p> <p>Name: _____</p> <p>Email: _____</p> <p>Phone: _____</p>

**REFERENCES**

Provide a minimum of three (3) commercial or government references for which bidder has delivered goods and/or services similar in scope as described in the Competitive Solicitation.

REFERENCE 1	
Company Name:	_____
Contact:	_____
Phone:	_____
Email:	_____
REFERENCE 2	
Company Name:	_____
Contact:	_____
Phone:	_____
Email:	_____
REFERENCE 3	
Company Name:	_____
Contact:	_____
Phone:	_____
Email:	_____

CONTRACT MANAGEMENT POINTS OF CONTACT	
<b>Authorized Representative</b> Name: _____ Email: _____ Phone: _____	<b>Contract Administrator</b> Name: _____ Email: _____ Phone: _____
<b>Sales Reporting Representative</b> Name: _____ Email: _____ Phone: _____	<b>Sales Reporting Alternate</b> Name: _____ Email: _____ Phone: _____
<b>Management Fee Representative</b> Name: _____ Email: _____ Phone: _____	<b>Management Fee Contact Alternate</b> Name: _____ Email: _____ Phone: _____
<b>Address for Enterprise Services to send management fee invoices:</b> Company name: _____ Attn: _____ Address: _____ City/State/Zip: _____	

<b>ORDERING/SALES POINTS OF CONTACT (expand as necessary)</b>			
<b>Name</b>	<b>Phone Number</b>	<b>E-mail</b>	<b>Area of Responsibility</b>

## EXHIBIT B – PERFORMANCE REQUIREMENTS

Competitive Solicitation:	No. 2023 - 002
Bidder:	_____ Type/print full legal name of bidder company

### Instructions:

Bidders submitting a proposal must **complete and submit an Exhibit B** for evaluation purposes.

**Performance Requirements:** Bidder must respond to each requirement as noted in the instructions below.

1. Review all requirements, priorities and provided definitions:
  - Mandatory Pass/Fail (M): Minimum requirement; Bidder that does not meet this requirement will not be considered any further.
  - Mandatory Scored (MS): Critical requirement; evaluators will score based on the degree to which Bidder's response meets the requirement.
  - Desirable Scored (DS): Desirable requirement; evaluators will score based on the degree to which Bidder's response meets the requirement.
2. Using the ***Bidder Meets Requirement*** column, Bidder must select either a "Yes" or "No" to indicate the Bidder's ability to meet the requirement. **Any entry that is not either a "Yes" or "No", may be deemed non-responsive and will not be considered any further.**
3. Bidder must respond in the ***Written Response*** column for every requirement that indicates a "Written Response Required". **Written responses must not reference any material present elsewhere. The written response shall be considered complete and stand on its own merits or may be deemed non-responsive.**

PERFORMANCE REQUIREMENTS AND FACTORS					
REQ ID	Performance Requirement and Stated Business Need	Points Available	Priority	Bidder Meets Requirement	Written Response
1.	<p>The Contractor shall diligently recruit qualified Registered Nurses (RNs), Licensed Practical Nurses (LPNs), and Nursing Assistant Certified (NACs) in accordance with Facility needs.</p> <p>Please describe your agency’s approach to recruitment in order to meet WDVA’s needs for the listed positions.</p>	Pass/Fail	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Written Response Required.
2.	<p>Licenses, Certifications, and Qualifications: The Contractor shall only provide professionals who maintain valid licenses, certifications, and/or qualifications required by law for the performance of services required.</p> <ul style="list-style-type: none"> <li>No professionals shall be referred without the proper licensure documentation required by federal, state, or local law.</li> </ul> <p>Please describe your agency’s measures and/or efforts used to ensure professionals are qualified for placement.</p>	Pass/Fail	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Written Response Required.
3.	<p>Task Orders: An authorized designee from the WDVA shall contact the Contractor when a new task order is available.</p> <ul style="list-style-type: none"> <li>Task orders will define facility and length of assignment.</li> <li>Acceptance of task orders – within 1 day of notification</li> </ul>	Pass/Fail	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Written Response Required.

PERFORMANCE REQUIREMENTS AND FACTORS					
REQ ID	Performance Requirement and Stated Business Need	Points Available	Priority	Bidder Meets Requirement	Written Response
	<ul style="list-style-type: none"> <li>Task orders <b>will not</b> guarantee work assignment area.</li> </ul> <p>Please describe how your agency plans to prioritize new task orders. If applicable, provide additional details needed by your agency for task orders.</p>				
4.	<p>Orientation: The WDVA will provide an up to initial 1 (one) hour orientation to newly assigned professionals and must be completed prior to working a shift at the assigned facility. Orientation to include clinical standards and Federal and State standards. Orientation dates and times must be coordinated directly with the assigned facility. The facility may request the employee arrive at regularly scheduled time as necessary for last minute shift coverage. In this case the employee will complete orientation during the shift. In this case, the orientation hour would not be billable.</p> <p>Please describe your agency's process to ensure orientations are attended and coordinated in advance of event.</p>	Pass/Fail	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Written Response Required.
5.	<p>Work Schedule (temporary, shift-by-shift) and Performance: The work schedule may vary by position and facility.</p>	Pass/Fail	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Written Response Required.



PERFORMANCE REQUIREMENTS AND FACTORS					
REQ ID	Performance Requirement and Stated Business Need	Points Available	Priority	Bidder Meets Requirement	Written Response
	<ul style="list-style-type: none"> <li>Professionals are generally scheduled for 8-hour or 12-hour shifts. Shift hours and assignment areas are not guaranteed.</li> <li>Professionals need to be prepared to float or move to other work assignment areas based on the needs of the facility. Work schedule requirements will be included in each task order.</li> <li>WDVA shall determine the shifts to be worked and shall not have any obligation to the Contractor for any minimum number shifts requested.</li> </ul> <p>Please describe your agency's approach, tools, and/or methods to preparing assigned professionals for committed and approved task orders.</p>				
6.	<p>Block Schedule and Performance: Block schedules are task orders that request professionals for a prescribed period of time. This would be a professional that would have assignment of duty for a specific facility for a specific time period. Task orders will define facility and length of assignment.</p> <ul style="list-style-type: none"> <li>The Contractor shall be required to deploy the requested staff at the facility for planned services. New assignments that are block assignments must be confirmed 7 days prior to the start date.</li> </ul>	Pass/Fail	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Written Response Required.

PERFORMANCE REQUIREMENTS AND FACTORS					
REQ ID	Performance Requirement and Stated Business Need	Points Available	Priority	Bidder Meets Requirement	Written Response
	<ul style="list-style-type: none"> <li>Renewals must be confirmed 7 days prior to the end date.</li> <li>The professional will need the ability to float or change assignments within the facility.</li> <li>WDVA may at its discretion change or end a block schedule with 7 days written notice to Contractor.</li> </ul> <p>Please describe your agency's approach, tools, and/or methods to preparing assigned professionals for committed and approved task orders.</p>				
7.	No Shows/Callouts/Refusal to work: In the event that a professional (on temporary and/or blocked schedule) does not complete an assigned task order, refuses assignment after your agency has committed to the order, or does not show for assignment, please describe what your agency's monetary response to the failed task order would be (i.e., credit hours for partial and/or whole non-worked shifts, reimbursement of WDVA's administrative cost, credit hours for future assignments, etc.)	100 points	MS	<input type="checkbox"/> Yes <input type="checkbox"/> No	Written Response Required.
8.	<p>Cancellations: The WDVA shall give the Contractor a 24-hour notification of cancellation prior to the start of a shift.</p> <ul style="list-style-type: none"> <li>If a 24-hour notification is not given, a four-hour charge can be incurred on the monthly billing, only in cases where WDVA requested a</li> </ul>	60 points	MS	<input type="checkbox"/> Yes <input type="checkbox"/> No	Written Response Required.

PERFORMANCE REQUIREMENTS AND FACTORS					
REQ ID	Performance Requirement and Stated Business Need	Points Available	Priority	Bidder Meets Requirement	Written Response
	<p>professional but did not cancel with a 24-hour notice.</p> <ul style="list-style-type: none"> <li>Professionals that arrive to the facility without a proper task order from an authorized WDVA requestor will not be chargeable.</li> </ul> <p>Please describe your agency's cancellation expectations and/or policies.</p>				
9.	Contractor is responsible for employee pay, wages, taxes, and additional fees.	Pass/Fail	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Written Response Required.
10.	Minimum of 50% of wages must go to professional worker.	Pass/Fail	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Written Response Required.
11.	<p>Overtime is paid once professional reaches 40 hours within an assigned workweek. (Sunday through Saturday)</p> <p>Please describe your agency's overtime policy.</p>	60 points	MS	<input type="checkbox"/> Yes <input type="checkbox"/> No	Written Response Required.
12.	Timekeeping: The Contractor shall bill not more than monthly the Facilities for actual hours worked. The professional will record their time using the WDVA's systems as available, and a report will be provided to the Contractor with hours worked. Any discrepancies in hours worked will be addressed with the Contractor.	Pass/Fail	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Written Response Required.

PERFORMANCE REQUIREMENTS AND FACTORS					
REQ ID	Performance Requirement and Stated Business Need	Points Available	Priority	Bidder Meets Requirement	Written Response
	Please describe your agency's timekeeping expectations and/or policies.				
13.	<p>Non-Reimbursable Costs: Costs that shall be borne by the Contractor at no additional expense to WDVA include, but are not limited to, the following:</p> <ul style="list-style-type: none"> <li>a. Security Clearances: All costs associated with obtaining/possessing required security clearances should be factored into the offered price.</li> <li>b. Travel/Lodging/Per Diem: Travel in performance of a task order will only be reimbursable to the extent authorized in writing by WDVA. <b>Local travel is not reimbursable unless otherwise determined in writing by the WDVA.</b></li> <li>c. Hero/Special Circumstances/Bonuses: Contractor may opt to pay circumstantial pay types to the professionals, these are not chargeable or reimbursable by the WDVA. The communication of these pay types and/or circumstance must only remain within the Contractors organization.</li> <li>d. Certifications, Licenses and Accreditations: All costs associated with obtaining required certifications, licenses and accreditations should be factored into the offered price.</li> </ul>	Pass/Fail	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Written Response Required.

PERFORMANCE REQUIREMENTS AND FACTORS					
REQ ID	Performance Requirement and Stated Business Need	Points Available	Priority	Bidder Meets Requirement	Written Response
	<p>e. Insurance: All costs associated with obtaining/possessing required insurance should be factored into the offered price.</p> <p>f. Healthcare Screenings/Tests/Procedures: for personnel providing services under this contract are not reimbursable.</p>				
14.	<p>Reimbursable Costs - Travel/Lodging/Per Diem: The Contractor may be required to travel in performance of orders issued under this contract (rare occurrences). These costs may be directly reimbursed to the extent authorized by the WDVA, as specified in the task order.</p> <ul style="list-style-type: none"> <li>Reimbursable costs must be approved in writing by authorized WDVA designee prior to beginning of assignment.</li> <li>Hotel accommodations and meals will be paid at a rate no higher than Washington State's per diem rates for the counties representing the cities in which the four-state ran skilled nursing facilities are located. <a href="https://ofm.wa.gov/accounting/administrative-accounting-resources/travel/diem-rate-tables">https://ofm.wa.gov/accounting/administrative-accounting-resources/travel/diem-rate-tables</a></li> <li>Hotel and meals allowances shall be billed to WDVA at the conclusion of the month of occurrence.</li> </ul>	Pass/Fail	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Written Response Required.

PERFORMANCE REQUIREMENTS AND FACTORS					
REQ ID	Performance Requirement and Stated Business Need	Points Available	Priority	Bidder Meets Requirement	Written Response
	Please describe your agency's method along with any tools that you would utilize to support a potential travel task order.				
15.	<p>Invoicing: The Contractor shall submit a monthly invoice to designated representatives within WDVA for all services provided in the previous month. The invoice shall include the following:</p> <ul style="list-style-type: none"> <li>Total hours worked by labor category, by facility, as well as name of placement, staffing position, location, number of hours, rate and date worked.</li> <li>Summary total of hours and cost by position and location</li> <li>If applicable, itemized by professional totals of mileage, lodging, and meals</li> </ul> <p>Please describe any tools and/or resources that you utilize to complete billing. In addition, what efforts does your agency utilize to confirm accuracy in billing?</p>	135 points	MS	<input type="checkbox"/> Yes <input type="checkbox"/> No	Written Response Required.
16.	<p>Refusal and Termination: The WDVA reserves the right to refuse placement of any professional with or without cause. The WDVA may, at its sole discretion, remove from or refuse admittance to any facility and/or any person providing services under this Contract without incurring penalty or cost for exercising this right. The Contractor shall be</p>	Pass/Fail	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Written Response Required.

PERFORMANCE REQUIREMENTS AND FACTORS					
REQ ID	Performance Requirement and Stated Business Need	Points Available	Priority	Bidder Meets Requirement	Written Response
	<p>responsible for assuring that the services that the person so removed or denied access are delivered.</p> <p>Please describe your agency’s process for fulfilling task orders in the case of a refusal or termination.</p>				
17.	<p>Prior to accessing Facilities, Contractor will provide a list of “ready to work” professionals, individuals that have been pre-approved and cleared for work within WDVA facilities.</p> <p>Contractor staff must submit:</p> <ul style="list-style-type: none"> <li>a. Background Checks: The Contractor shall be responsible for obtaining a criminal background check authorization for the agency’s background check service, DSHS BCCU on all potential employees assigned by the Contractor and/or Subcontractors to provide services to the WDVA.</li> <li>b. Current TB screen</li> <li>c. Current CPR/BLS certification</li> <li>d. COVID vaccination record</li> <li>e. Current N95 fit test record</li> <li>f. Current OBRA (For Certified Nursing Assistants only)</li> <li>g. Contractor must be able to produce OBRA renewal verification in accordance with OBEA renewal requirements.</li> </ul>	Pass/Fail	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Written Response Required.

PERFORMANCE REQUIREMENTS AND FACTORS					
REQ ID	Performance Requirement and Stated Business Need	Points Available	Priority	Bidder Meets Requirement	Written Response
	<p>h. Signed receipt and acknowledgment of WDVA Agency Required material as provided by WDVA.</p> <p>i. Completed WDVA skills checklist as applicable to the position.</p> <p>Contractor and/or subcontractor placement status shall be contingent upon receipt of a complete candidate packet as outlined above.</p> <p>Based on the listed requirements, please describe how your agency will support the “ready to work” list along any tools used, and expected timeline needed to compile the listed requirements.</p>				
18.	<p>Professionals will arrive to shift “ready to work” with appropriate attire, and knowledge of scheduled shift</p> <ul style="list-style-type: none"> <li>• Scrubs</li> <li>• Nonskid shoes</li> <li>• Identification badge</li> </ul> <p>Please describe what actions your agency will take to ensure professional are “ready to work” upon arrival to the facility.</p>	60 points	MS	<input type="checkbox"/> Yes <input type="checkbox"/> No	Written Response Required.
19.	<p>Reporting Requirements: The Contractor shall provide reports as requested and as necessary. Format and frequency will be determined by WDVA.</p>	60 points	MS	<input type="checkbox"/> Yes <input type="checkbox"/> No	Written Response Required.



PERFORMANCE REQUIREMENTS AND FACTORS					
REQ ID	Performance Requirement and Stated Business Need	Points Available	Priority	Bidder Meets Requirement	Written Response
	<p>Report examples may include, but are not limited to:</p> <ul style="list-style-type: none"> <li>a. Number of candidates vetted</li> <li>b. Number of those candidates who were qualified</li> <li>c. Number of placements</li> <li>d. Average time to fill (days)</li> <li>e. Number of extensions awarded to each placed candidate</li> <li>f. Number of candidates not finishing assignment</li> <li>g. Additional reports as necessary based on WDVA's needs to monitor and/or evaluate the Contract.</li> </ul> <p>Please describe your agency's reporting tools and/or resources. Are there additional reports that your agency can provide for betterment of the service? If yes, please describe.</p>				
20.	<p>Quarterly Performance Evaluation: WDVA intends to:</p> <ul style="list-style-type: none"> <li>a. Monitor and evaluate the Contractor's compliance with the statement of work within the Contract and any renewals thereof.</li> <li>b. Meet with the Contractor at a minimum of four (4) times a year to assess the performance of the Contractor in relation to the Contract.</li> <li>c. Evaluate the contractor's response time to task orders. (maximum 1-day from date of notification)</li> </ul>	75 points	MS	<input type="checkbox"/> Yes <input type="checkbox"/> No	Written Response Required.

PERFORMANCE REQUIREMENTS AND FACTORS					
REQ ID	Performance Requirement and Stated Business Need	Points Available	Priority	Bidder Meets Requirement	Written Response
	<p>d. Contractors will be ranked based on overall performance, response time, accuracy in invoicing and quality of professionals. (1-5, 1 being the lowest, 5 being the highest)</p> <p>e. Task order distribution based on evaluation results:</p> <ul style="list-style-type: none"> <li>i. The task orders of the first quarter will be sent to all contractors, first responding, and accepting contractor will be awarded the task order.</li> <li>ii. The task orders for the following quarters will be ranked according to performance results. The ranking determines the order in which task orders will be distributed.</li> </ul> <p>f. Additional reviews as necessary for the purposes of monitoring and evaluating the performance of the Contractor under the Contract</p> <p>g. Inform the Contractor of any dissatisfaction with the Contractor's performance and include requirements for corrective action</p> <p>Please describe your agency's ability and approach to meeting the performance requirements, and review periods as described in this evaluation section.</p>				

PERFORMANCE REQUIREMENTS AND FACTORS					
REQ ID	Performance Requirement and Stated Business Need	Points Available	Priority	Bidder Meets Requirement	Written Response
21.	Patient Privacy: The Contractor shall comply with all applicable patient information privacy and security regulations set forth in the Health Insurance Portability and Accountability Act (HIPAA) final regulations for Privacy of Individually Identifiable Health Information by the federal due date for compliance, as amended from time to time.	Pass/Fail	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Written Response Required.
22.	WDVA will retain ultimate responsibility for the management of patient care. The professional placed by the Contractor shall be under the direction and supervision of the WDVA.	Pass/Fail	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Written Response Required.
23.	<p>Communicable Diseases: The Contractor shall be required to inform the facility if an individual worked within the facility with a communicable disease. The Contractor shall be required to provide information to the facility of signs and symptoms of illness of an individual who worked within the facility then became ill with a possible communicable disease.</p> <p>Please describe your agency’s reporting process and timeline to ensure compliance with this reporting requirement.</p>	Pass/Fail	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Written Response Required.
24.	Non-Solicitation of WDVA: CONTRACTOR will not induce or encourage Personnel into switching or “flipping” staffing companies during the term of work	Pass/Fail	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	Written Response Required.

PERFORMANCE REQUIREMENTS AND FACTORS					
REQ ID	Performance Requirement and Stated Business Need	Points Available	Priority	Bidder Meets Requirement	Written Response
	<p>or assignment. The Contractor may not recruit or petition current WDVA employees.</p> <p>If your agency attempts to petition or recruit a WDVA employee, what will your monetary response be for failing to comply with this requirement?</p>				

## EXHIBIT C – POSITION DESCRIPTIONS

### 1. Registered Nurse (RN)

- a. Is directly responsible for the oversight of patient care and reports directly to the RN3 for the Assigned Ward.
- b. Must be competent in basic computer skills, including word processing and navigating a web browser in order to utilize the Electronic Health Record (EHR).
- c. Shall work in a team environment consisting of RN, LPNs, and Patient Service Attendants. RNs will also work with a multidisciplinary team, which consists of Medical Doctors, Physician Assistants, Nurse Practitioners, and Mental Health Professionals.
- d. The Facility may provide an alternate written position description with a Request to Fill Assignment, in which case the position description that is provided shall govern the Assignment.
- e. Except as expressly stated to the contrary, all qualifications listed above for the RN position shall also be required with respect to persons assigned following the issuance of an alternate RN position description.

### 2. Licensed Nurse Practitioner (LPN)

- a. The primary function of the LPN is to administer medications and to communicate and comprehend (typically through oral and written forms of communication) directives.
- b. Must be competent in basic computer skills, including word processing and navigating a web browser in order to utilize the Electronic Health Record (EHR) and must be proficient in the use of the following equipment: weight scales, lifting devices, computer programs, thermometer, glucometer, blood pressure cuff, stethoscope, and Alixis machines.

### 3. Nursing Assistant Certified (NAC/CNA)

- a. In accordance with current standards of practice, the CNA under direction of a RN or LPN, shall aid residents with activities of daily living, providing medical assistance, and physical care. Responsibilities include, but are not limited to, the following:
  - i. Actively participates in the resident's care plan for the purpose of improving the life and maintain the safety of each resident.
  - ii. Assist residents with positioning, transferring, and ambulation.
  - iii. Ensure a safe, secure work environment, including preventive infection control methods.
  - iv. Responds to call lights, internal and external emergencies, and facility codes; remedies situations within scope and alerts RNs/LPNs of alarms sounding.
  - v. Initiates CPR.
  - vi. Record care, vital signs, and observations. Monitors resident's equipment.
  - vii. Care for resident's personal clothing, belongings, and equipment. Receives, washes, dries, folds and returns resident's personal laundry. Operates washing machines and dryers
  - viii. Bathing, dressing, grooming, hygiene, toileting, eating, assisting with monitoring/feeding of meals and nourishments encouraging liquids.
  - ix. Assists with therapies and treatment under the direction of licensed personnel. Assist with range of motion exercises.
  - x. Practice infection control techniques, observe for and report to licensed personnel changes in resident condition and skin condition.

- xi. Will be responsible for accurately obtaining, recording vital signs, and other resident data; documenting intake and output records.
  - xii. Perform basic nursing procedures such as applying anti-embolism stockings, applying creams or lotions to intact skin, collection of specimens for laboratory use etc.
  - xiii. Must be able to lift up to 60 pounds and capable of reaching a minimum of 36" for resident repositioning or access to supplies.
  - xiv. Must be able to stand walk, bend, push and pull for prolonged periods of time and have sufficient strength to accomplish tasks such as pushing wheelchairs, laundry carts, etc.
  - xv. Dispose of contaminated waste as appropriate.
- b. NAC/CAN must be competent in basic computer skills, including word processing and navigating a web browser in order to utilize the Electronic Health Record (EHR) and must be proficient in the use of the following equipment: weight scales, lifting devices, computer programs, thermometer, glucometer, blood pressure cuff, and stethoscope.

**EXHIBIT D – BID PRICE**

**Instructions:**

1. Bidder must complete all columns in table below.
2. Bidder must enter an hourly rate to perform the services as described in the solicitation. Hourly rate must include all costs including travel.

Note: As set forth above, Bidder must complete and return *Exhibit D – Bid Price* to WDVA. The bid price serves as the primary representation of bidder’s cost/price. Bidder should include additional information as necessary to explain the bidder’s cost/price.

If you are not bidding on a specific labor category, please enter “N/A” for the proposed ceiling price.

	Description	Regular Hourly Rate (\$)	Overtime Hourly Rate(\$)	Holiday Rate(\$)	Shift Differential (\$)	On-Call/Callback (\$)
1	Registered Nurses (RNs)					
2	Licensed Practice Nurse (LPNs)					
3	Nursing Assistants Certified (NACs/CNAs)					

**ADDITIONAL CHARGES**

The bidder shall provide the information below with those terms offered to the WDVA at this time. If you are not offering a specific term, please enter “NONE”. Indicate “see attached” if you are including an attachment for one or more of the terms below.

**RECOGNIZED HOLIDAYS AND POLICY**

If applicable, what holidays does your agency recognize? What is your holiday compensation policy?

**HERO/SPECIAL CIRCUMSTANCE/BONUS PAYS**

Are not permitted under this solicitation

**SHIFT DIFFERENTIALS**

If listed above within the table, please provide the terms and conditions of this pay type. Please provide any details you believe to be relevant.

**OVERTIME RATE(S) AND DOUBLE TIME RATE (AS APPLICABLE)**

If listed above within the table, please provide the terms and conditions of this pay type. Please provide any details you believe to be relevant.

**HOLIDAY RATE(S)**

If listed above within the table, please provide the terms and conditions of this pay type. Please provide any details you believe to be relevant.

**ON-CALL/CALL BACK TERMS**

If listed above within the table, please provide the terms and conditions of this pay type. Please provide any details you believe to be relevant.

**CONVERSION RATE(S) / Buy-Outs**

If applicable, please provide detailed terms and conditions.

**OTHER TERMS**

If applicable, please provide detailed terms and conditions not covered within this Bid Price or any other section of this solicitation.



**EXHIBIT E – FREQUENTLY ASKED QUESTIONS**

**1. Will WDVA consider telehealth services for this contract?**

No, telehealth will not be considered for these services

**2. How long will temporary contracts last?**

The contract term will be for 24 months.

Individual assignments could be limited to one (1) shift, or up to four (4) weeks. The requesting facility will include these details at the time of the task order.

**3. Are all staffing requests for block schedules or shift-by-shift or both?**

Task orders will define the need, but there could be an opportunity for both types of schedule needs at the facilities. All needs are on an as needed basis based on the needs of the facility.

**4. Is this contract primarily for backfilling permanent staff positions?**

Yes

**5. When Washington State releases a staffing requirement to vendors, how much time is given to submit resumes?**

Upon successful completion of contract negotiations with the awarded successful bidder(s), WDVA’s designated HR representatives will work with contractors to obtain the professionals list and credentials.

**6. Can you provide a list of current contracts for these services?**

Vendor Name	Contract Number
Omni Staffing Services, Inc.	305H-22-158
Integrated Medical Systems, LLC,	305H-22-144
Cunningham Elite Staffing	305H-21-166
Cunningham Elite Staffing	305C-21-167
Elite Nurses, Inc. dba Sparrow Staffing	305H-22-082
Cornerstone Staffing Agency, LLC	305C-22-011
Maxim	305H-22-055
Specialty Medical Staffing	305H-22-073
Cascade Regional Healthcare Corp.	305B-22-017
ACI	305H-22-051
Marvel Medical Staffing	305H-22-078
Actriv Healthcare Inc.	305C-21-079
Diligent	305H-20-117
Express Healthcare Professionals	305C-21-179

- 7. Please provide the total number of temporary staffs on current assignment on all four (4) state-run Veterans Homes (Orting, Port Orchard, Walla Walla, and Spokane).**

Total number of temporary staff per facility is dependent the day-to-day needs

- 8. Is it mandatory to have a local office**

No

- 9. Is it mandatory to utilize subcontractor(s)?**

No

- 10. Can we utilize electronic signatures?**

Yes, electronics signatures are acceptable

- 11. Is travel expected between facilities on a daily basis?**

No, this is not a common practice or expectation.

- 12. What would be the shift timings for the given positions?**

Day shift: 6am – 2:30pm

Swing shift: 2pm – 10:30pm

Night shift: 10pm – 6am

- 13. Will bidder(s) be responsible for providing qualified staff and managing payroll of professionals or will the Department manage the temporary professionals?**

Bidder(s) will be responsible for managing their own professional staff and payroll.

- 14. Is it mandatory to provide rates for all 3 positions in order to be responsive for this RFP?**

No, it is not required.

- 15. How many positions and hours are expected under this contract throughout the given term?**

Positions are on an on needed basis as determined by the facility. The hours will be defined in the task order. There is no guaranteed of hours or positions under this solicitation.

- 16. Is Orientation billable, and if so, is it billable at the standard per-hour rate?**

Yes, orientation is billable at the standard per-hour rate.

**17. Please provide the total number of temporary staffs on current assignment on all four (4) state-run Veterans Homes (Orting, Port Orchard, Walla Walla, and Spokane). Also, please provide the pay/bill rate for the temporary employee.**

Total number of temporary staff per facility is dependent on the day-to-day needs and fluctuates greatly. Historical details of needs by position by location is not available at this time.

Rates are based on current contracted language and negotiated rates are specific to each contractor.

**18. When should invoices and timesheets be submitted?**

Invoices should be submitted monthly, while timesheets should be submitted weekly to the designated WDVA contact.

**EXHIBIT F – CONTRACT**  
**GOODS AND SERVICES CONTRACT**  
**BETWEEN**  
**STATE OF WASHINGTON**  
**DEPARTMENT OF VETERANS AFFAIRS**  
**AND**  
**[enter contractor name]**

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

[enter contractor name]  
[enter contractor address]  
[enter city, state, zip for contractor]  
[enter email address for contractor]  
[enter contractor telephone no.]  
UBI No.

**PURPOSE**

The purpose of this contract is to provide WDVA with temporary healthcare staffing to support operations at four (4) state-run Veterans Homes (facilities) with locations within the following cities: Orting, Port Orchard, Walla Walla and Spokane on an as needed basis. The Contractor will ensure that the Department is able to meet its healthcare staffing needs to ensure safety and quality patient care as identified in the Scope of Work.

**SCOPE OF WORK**

- A. The CONTRACTOR will provide services and staff, and otherwise do 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 part hereof.
- B. [Attachment B](#), attached hereto and incorporated by reference, contains the Authorized Designee(s) by Facility Location governing work to be performed under this contract, the nature of the working relationship between the DEPARTMENT and CONTRACTOR, and specific obligations of both parties.
- C. [Attachment C](#), attached hereto and incorporated by reference, contains *Terms and Condition* governing work to be performed under this contract, the nature of the working relationship between the DEPARTMENT and CONTRACTOR, and specific obligations of both parties.

- D. [Attachment D](#), attached hereto and incorporated by reference, contains the *Business Associate Agreement*, which ensures that Protected Health Information (PHI) is appropriately safeguarded.

## PERIOD OF PERFORMANCE

Subject to other contract provisions, the period of performance under this contract will be from September 1<sup>st</sup>, 2023 through August 31<sup>st</sup>, 2025, at which time options to renew for additional time may be exercised by the DEPARTMENT.

All deliverables must be completed on or before the end of the Period of Performance.

## COMPENSATION/ PAYMENT

DEPARTMENT shall pay an amount not to exceed [write out the full dollar amount] (\$) for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based in accordance with the following terms:

## BILLING PROCEDURES AND PAYMENT

DEPARTMENT will pay CONTRACTOR upon receipt of services provided and properly completed invoices. Invoices shall be submitted to the designated WDVA representatives and Accounts Payable not more often than monthly.

The invoices shall describe and document, to the DEPARTMENT'S satisfaction, a description of the work performed and the contract reference number **305X-23-XXX**.

Invoices for the previous month shall include:

- Total hours worked by labor category, by facility, as well as name of placement, staffing position, location and number of hours, rate and date worked.
- Summary total of hours and cost by position and location
- If applicable, itemized by professional totals of mileage, lodging, and meals

CONTRACTOR original billings will have original signatures and supporting documents and must be received by the DEPARTMENT by the 5th working day of the month following the month end that services were provided. Adhering to this schedule will permit rapid payment. Additionally, at the end of the Washington State Fiscal Year (June 30th) CONTRACTOR shall have all billings in by the 5th working day in July or face the possibility of delayed payment.

**Duplication of Billed Costs:** The CONTRACTOR shall not bill the DEPARTMENT for services performed under this Contract, and the DEPARTMENT 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.

Payment shall be considered timely if made by the DEPARTMENT within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the payment EFT or mailing address that the CONTRACTOR designated when setting up the Contractor's Statewide Vendor Number.

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

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

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

Statewide Vendor/Payee Registration Requirement: The Office of Financial Management (OFM) maintains a central vendor file for Washington State agencies to use for processing vendor payments. This allows you, as a vendor, to receive payments from all participating state agencies. This also allows you to receive payments by direct deposit, the state's preferred method of payment. No payment under this contract shall be made until registration is complete. <https://ofm.wa.gov/it-systems/accounting-systems/statewide-vendorpayee-services>

### 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.

Contract Manager for CONTRACTOR is:	Contract Manager for DEPARTMENT is:
<p><b>[enter contract manager's name]</b></p> <p><b>[enter name of Contractor]</b></p> <p><b>[enter Contractor address]</b></p> <p><b>[enter Contractor city, state, zip]</b></p> <p><b>Phone: (    )    Fax: (    )    </b></p> <p><b>E-mail address:    </b></p>	<p><b>[enter contract manager's name]</b></p> <p><b>[enter name of Department]</b></p> <p><b>[enter Department address]</b></p> <p><b>[enter Department city, state, zip]</b></p> <p><b>Phone: (    )    Fax: (    )    </b></p> <p><b>E-mail address:    </b></p>

### 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 insurance required shall be issued by an insurance company(s) 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(s). All policies shall be primary to any other valid and collectable insurance. CONTRACTOR shall instruct the insurers to give DEPARTMENT thirty (30) days advance notice of any insurance cancellation.

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

#### Commercial General Liability Insurance Policy

Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence. Additionally, the CONTRACTOR is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

#### Automobile Liability

In the event that services delivered pursuant to this contract involve the use of vehicles, owned or operated by the CONTRACTOR, automobile liability insurance shall be required. The minimum limit for automobile liability is: \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

#### Professional Liability, Errors and Omissions Insurance

The CONTRACTOR shall maintain Professional Liability or Errors and Omissions Insurance. The CONTRACTOR shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all program activities by the CONTRACTOR and licensed staff employed or under contract to the CONTRACTOR. The state of Washington, its agents and employees need *not* be named as additional insureds under this policy.

The required insurance shall be issued by an insurance company(s) authorized to do business within the state of Washington, and except for Professional Liability or Errors and Omissions Insurance, shall name the state of Washington, its agents and employees as additional insureds under the insurance policy(s).

All policies shall be primary to any other valid and collectable insurance. The CONTRACTOR shall instruct the insurers to give the 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, which outlines the coverage and limits defined in the Insurance section. CONTRACTOR shall submit renewal certificates as appropriate during the term of the contract.

### **RIGHT TO CURE SERVICE-RELATED PROBLEMS**

Notwithstanding anything to the contrary stated in the Termination provisions of Attachment A, CONTRACTOR shall have thirty (30) calendar days to correct any service-related problems before termination action is initiated. DEPARTMENT shall deliver written notice containing a list of service-related problems to CONTRACTOR. Within seven (7) calendar days, CONTRACTOR shall respond with a Plan of Correction that provides for correction within twenty-one (21) calendar days.

### **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.

## **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. [Attachment A](#) – Special Terms and Conditions
3. [Attachment B](#) – Authorized Designee(s) by Facility location
4. [Attachment C](#) – General Terms and Conditions.
5. [Attachment D](#) – Business Associate Agreement
6. Attachment E – Request for Proposals No. 2023-001
7. Attachment F – CONTRACTOR'S Proposal; and
8. Any other provision, term or material incorporated herein by reference or otherwise incorporated.

## **ENTIRE AGREEMENT**

This contract, including referenced exhibits, represents all the terms and conditions agreed upon by the parties. No other understandings or representations oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.

## **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.

## **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.

**[Signatures follow on next page]**



THIS CONTRACT, consisting of [REDACTED] pages and [REDACTED] attachments, is executed by the persons signing below who warrant that they have the authority to execute the contract.

**[ENTER CONTACTOR NAME]**

**WASHINGTON STATE DEPARTMENT  
OF VETERANS AFFAIRS**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## ATTACHMENT A

### SPECIAL TERMS AND CONDITIONS

#### SCOPE OF WORK

The Contractor will provide products, services, and staff, and otherwise do all things necessary for or incidental to the performance of work, as requested by WDVA as set forth below.

The Contractor shall diligently recruit qualified Registered Nurses (RNs), Licensed Practical Nurses (LPNs), and Nursing Assistant Certified/Certified Nurse Assistants (CNAs) in accordance with Facility recruitments efforts and performance expectations:

1. **RN** - Is directly responsible for the oversight of patient care and reports directly to the RN3 for the Assigned Ward. RNs must be competent in basic computer skills, including word processing and navigating a web browser in order to utilize the Electronic Health Record (EHR). The RN shall work in a team environment consisting of RN, LPNs, and Patient Service Attendants. RNs will also work with a multidisciplinary team, which consists of Medical Doctors, Physician Assistants, Nurse Practitioners, and Mental Health Professionals. The Facility may provide an alternate written position description with a Request to Fill Assignment, in which case the position description that is provided shall govern the Assignment. Except as expressly stated to the contrary, all qualifications listed above for the RN position shall also be required with respect to persons assigned following the issuance of an alternate RN position description.
2. **LPN** –The primary function of the LPN is to administer medications and to communicate and comprehend (typically through oral and written forms of communication) directives. LPN must be competent in basic computer skills, including word processing and navigating a web browser in order to utilize the Electronic Health Record (EHR) and must be proficient in the use of the following equipment: weight scales, lifting devices, computer programs, thermometer, glucometer, blood pressure cuff, stethoscope, and Alixis machines.
3. **NAC/CNA** – In accordance with current standards of practice, the CNA under direction of a RN or LPN, shall aid residents with activities of daily living, providing medical assistance, and physical care. Responsibilities include, but are not limited to, the following:
  - a. Actively participates in the resident’s care plan for the purpose of improving the life and maintain the safety of each resident.
  - b. Assist residents with positioning, transferring, and ambulation.
  - c. Ensure a safe, secure work environment, including preventive infection control methods.
  - d. Responds to call lights, internal and external emergencies, and facility codes; remedies situations within scope and alerts RNs/LPNs of alarms sounding.
  - e. Initiates CPR
  - f. Record care, vital signs, and observations. Monitors resident’s equipment.
  - g. Care for resident’s personal clothing, belongings, and equipment. Receives, washes, dries, folds and returns resident’s personal laundry. Operates washing machines and dryers
  - h. Bathing, dressing, grooming, hygiene, toileting, eating, assisting with monitoring/feeding of meals and nourishments encouraging liquids.

- i. Assists with therapies and treatment under the direction of licensed personnel. Assist with range of motion exercises.
  - j. Practice infection control techniques, observe for and report to licensed personnel changes in resident condition and skin condition.
  - k. Will be responsible for accurately obtaining, recording vital signs, and other resident data; documenting intake and output records.
  - l. Perform basic nursing procedures such as applying anti-embolism stockings, applying creams or lotions to intact skin, collection of specimens for laboratory use etc.
  - m. Must be able to lift up to 60 pounds and capable of reaching a minimum of 36” for resident repositioning or access to supplies.
  - n. Must be able to stand walk, bend, push and pull for prolonged periods of time and have sufficient strength to accomplish tasks such as pushing wheelchairs, laundry carts, etc.
  - o. Dispose of contaminated waste as appropriate.
4. Licenses, Certifications, and Qualifications: The Contract shall only provide those professionals who maintain valid licenses, certifications, and/or qualifications required by law for the performance of services required. No professionals shall be referred without the proper licensure documentation required by federal, state, or local law.
5. Task Orders: An authorized designee from the WDVA shall contact the Contractor when a service is required. A list of authorized designees will be provided to the Contractor upon awarding of a Contract.
6. Communicable Diseases: The Contractor shall be required to inform the facility if an individual worked within the facility with a communicable disease. The Contractor shall be required to provide information to the facility of signs and symptoms of illness of an individual who worked within the facility then became ill with a possible communicable disease.
7. Work Schedule and Performance: The work schedule may vary by position and facility. Professionals are generally scheduled for 8-hour or 12-hour shifts. Shift hours and assignment areas are not guaranteed. Professionals need to be prepared to float or move to other work assignment areas based on the needs of the facility. Work schedule requirements will be included in each task order. WDVA shall determine the shifts to be worked and shall not have any obligation to the Contractor for any minimum number shifts requested.
8. No Shows/Callouts/Refusal to Work: In the event that a professional (on temporary and/or blocked schedule) does not complete an assigned task order, refuses assignment after your agency has committed to the order, or does not show for assignment, Contractor will {insert result}
9. Block Schedule and Performance: Block schedules are task orders that request professionals for a prescribed period of time. This would be a professional that would have assignment of duty for a specific facility for a specific time period. Task orders will define facility and length of assignment. Task orders will not guarantee work assignment area. The professional will need the ability to float or change assignments within the

facility. WDVA may at its discretion change or end a block schedule with written notice to Contractor.

10. Deployment: The Contractor shall be required to deploy the requested staff at the facility for planned services. New assignments that are block assignments must be confirmed 7 days prior to the start date. Renewals must be confirmed 7 days prior to the end date.
11. Timekeeping: The Contractor shall bill the Facilities for actual hours worked. The professional will record their time using the WDVA's systems as available, and a report will be provided to the Contractor with hours worked. Any discrepancies in hours worked will be addressed with the Contractor.
12. Hourly Ceiling/Not-to-Exceed Rates: Pricing proposed under this solicitation and awarded under resultant contracts shall reflect the highest hourly rate for each labor category, including travel and per diem costs. The awarded price is also known as the "ceiling" price or the Not-to-Exceed (NTE) rate.
13. Fully Loaded Prices/Rates: Proposed pricing shall include direct labor, fringe benefits, overhead, general and administrative expenses, profit or fee, payroll taxes, and applicable required insurance. \*Note that costs related to security clearances, contractor held medical malpractice insurance, and contractor certifications/licenses/accreditations shall be factored into the offered price.
14. Non-Reimbursable Costs: Costs that shall be borne by the Contractor at no additional expense to WDVA include, but are not limited to, the following:
  - a. Security Clearances: All costs associated with obtaining/possessing required security clearances should be factored into the offered price.
  - b. Travel/Lodging/Per Diem: Travel in performance of a task order will only be reimbursable to the extent authorized by the WDVA. **Local travel is not reimbursable unless otherwise determined by the WDVA.**
  - c. Hero/Special Circumstances/Bonuses: Contractor may opt to pay circumstantial pay types to the professionals, these are not chargeable or reimbursable by the WDVA. The communication of these pay types and/or circumstance should only remain within the Contractors organization.
  - d. Certifications, Licenses and Accreditations: All costs associated with obtaining required certifications, licenses and accreditations should be factored into the offered price.
  - e. Insurance: All costs associated with obtaining/possessing required insurance should be factored into the offered price.
  - f. Healthcare Screenings/Tests/Procedures: for personnel providing services under this contract are not reimbursable.
15. Reimbursable Costs - Travel/Lodging/Per Diem: The Contractor may be required to travel in performance of orders issued under this contract (rare occurrences). These costs may be directly reimbursed to the extent authorized by the WDVA, as specified in the task order. Reimbursable costs must be approved in writing by authorized WDVA designee prior to beginning of assignment.

Hotel accommodations and meals will be paid at a rate no higher than Washington State's per diem rates for the counties representing the cities in which the four-state ran

skilled nursing facilities are located. <https://ofm.wa.gov/accounting/administrative-accounting-resources/travel/diem-rate-tables>

Hotel and meals allowances shall be billed to WDVA at the conclusion of the month of occurrence.

16. Invoicing: The Contractor shall submit a monthly invoice for all services provided the previous month. The invoice shall include total hours worked by labor category, by facility, as well as name of placement, staffing position, location, number of hours and date worked.
17. Non-Solicitation of WDVA: CONTRACTOR will not induce or encourage Personnel into switching or “flipping” staffing companies during the term of work or assignment. The Contractor may not recruit or petition current WDVA employees.
18. Refusal and Termination: The WDVA reserves the right to refuse placement of any professional with or without cause. The WDVA may, at its sole discretion, remove from or refuse admittance to any facility any person providing services under this Contract without incurring penalty or cost for exercising this right. The Contractor shall be responsible for assuring that the services that the person so removed or denied access are delivered.
19. Cancellations: The WDVA shall give the Contractor a 24-hour notification of cancellation prior to the start of a shift. If a 24-hour notification is not given, a four-hour charge will be incurred for billing only in cases where WDVA requested a professional but did not cancel with a 24-hour notice. Professionals that arrive to the facility without a proper request from authorized WDVA requestor will not be chargeable.
20. Orientation: The WDVA will provide an up to initial 1 (one) hour orientation to newly assigned professionals and must be completed prior to working a shift at the assigned facility. Orientation to include clinical standards and Federal and State standards. Orientation dates and times must be coordinated directly with the assigned facility.  
  
The facility may request the employee arrive at regularly scheduled time as necessary for last minute shift coverage. In this case the employee will complete orientation during the shift. In this case, the orientation hour would not be billable.
21. Federal and State Standards: to include a clinical orientation as well as an orientation to the Federal and State standards.
22. Patient Privacy: The Contractor shall comply with all applicable patient information privacy and security regulations set forth in the Health Insurance Portability and Accountability Act (HIPAA) final regulations for Privacy of Individually Identifiable Health Information by the federal due date for compliance, as amended from time to time.
23. Prior to accessing Facilities, Contractor staff must submit:
  - a. Background Checks: The Contractor shall be responsible for obtaining a criminal background check authorization for the agency’s background check service, DSHS BCCU on all potential employees assigned by the Contractor and/or Subcontractors to provide services to the WDVA.

- b. Current TB screen
- c. Current CPR/BLS certification
- d. COVID vaccination record
- e. Current N95 fit test record
- f. Current OBRA (For Certified Nursing Assistants only)
  - i. Contractor must be able to produce OBRA renewal verification in accordance with OBEA renewal requirements.
- g. Signed receipt and acknowledgment of WDVA Agency Required material as provided by WDVA.
- h. Completed WDVA skills checklist as applicable to the position.

Contractor and/or subcontractor placement status shall be contingent upon receipt of a complete candidate packet as outlined above.

24. Reporting Requirements: The Contractor shall provide upon WDVA request:

- a. Reports as needed in a format to be determined by the Department. Reporting examples include:
  - i. Number of candidates vetted
  - ii. Number of those candidates who were qualified
  - iii. Number of placements
  - iv. Average time to fill (days)
  - v. Number of extensions awarded to each placed candidate
  - vi. Number of candidates not finishing assignment

25. Performance Evaluation: The Department intends to:

- a. Monitor and evaluate the Contractor's compliance with the statement of work within the Contract and any renewals thereof.
- b. Meet with the Contractor at a minimum of four (4) times a year to assess the performance of the Contractor in relation to the Contract.
- c. Evaluate the contractor's response time to task orders. (maximum 1-day from date of notification)
- d. Contractors will be ranked based on overall performance, response time, accuracy in invoicing and quality of professionals. (1-5, 1 being the lowest, 5 being the highest)
- e. Task order distribution based on evaluation results:
  - i. The task orders of the first quarter will be sent to all contractors, first responding, and accepting contractor will be awarded the task order.
  - ii. The task orders for the following quarters will be ranked according to performance results. The ranking determines the order in which task orders will be distributed.
- f. Additional reviews as necessary for the purposes of monitoring and evaluating the performance of the Contractor under the Contract
- g. Inform the Contractor of any dissatisfaction with the Contractor's performance and include requirements for corrective action.

The Department will retain ultimate responsibility for the management of patient care. The professional placed by the Contractor shall be under the direction and supervision of the WDVA.

**ATTACHMENT B**  
**WDVA AUTHORIZED DESIGNEE(S) BY FACILITY LOCATION**

**Washington Soldiers Home (WSH), Orting, WA**

<b>Name</b>	<b>Title</b>	<b>Schedule</b>	<b>Contact Information</b>
			Email: Phone:
			Email: Phone:
			Email: Phone:

**Washington Veterans Home (WVH), Port Orchard, WA**

<b>Name</b>	<b>Title</b>	<b>Schedule</b>	<b>Contact Information</b>
			Email: Phone:
			Email: Phone:
			Email: Phone:

**Walla Walla Veterans Home (WVH), Walla Walla, WA**

<b>Name</b>	<b>Title</b>	<b>Schedule</b>	<b>Contact Information</b>
			Email: Phone:
			Email: Phone:

			Email: Phone:
--	--	--	------------------

**Spokane Veterans Home (SVH), Spokane, WA**

Name	Title	Schedule	Contact Information
			Email: Phone:
			Email: Phone:
			Email: Phone:



## **ATTACHMENT C**

### **GENERAL TERMS AND CONDITIONS**

#### **DEFINITIONS**

As used throughout this contract, the following terms shall have the meanings set forth below:

- A. "CLIENT" shall mean an individual receiving services under this contract.
- B. "COGNIZANT STATE AGENCY" shall mean the state agency from which the sub-recipient receives federal financial assistance. If funds are received from more than one state agency, the cognizant state agency shall be the agency that contributes the largest portion of federal financial assistance to the sub-recipient.
- 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. "CONTRACTING OFFICER" shall mean that individual authorized to execute this agreement on behalf of the Department.
- E. "DEPARTMENT" shall mean the Department of Veterans Affairs of the state of Washington, any division, section, office, unit or other entity of the DEPARTMENT or any of the officers or other officials lawfully representing that DEPARTMENT.
- F. "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.
- G. "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.
- H. "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 vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.
- I. A "VENDOR" is an entity that agrees to provide the amount and kind of services requested by the Department; provides services under the contract only to those beneficiaries individually determined to be eligible by the Department and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.

#### **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.

## **ASSIGNMENT**

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

## **CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY**

The contractor, by signature to this contract, certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract.

## **CHANGE IN STATUS**

In the event of substantive change in the legal status organizational structure or fiscal reporting responsibility of the contractor, contractor agrees to notify the Department of the change. Contractor shall provide notice as soon as practicable, but no later than thirty-days after such a change takes effect.

## **CHANGES AND MODIFICATIONS**

The contracting officer 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 contracting officer may, however, receive and act upon any such claim at any time prior to final payment under the 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 agreement. Nothing in this section shall excuse the contractor from proceeding with the contract as changed.

## **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.

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## **CONFLICT OF INTEREST**

The Department may, in its sole discretion, by written notice to the contractor, terminate this contract if it finds, after due notice and examination by the contracting officer, that there is a

violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the contractor in the procurement of or performance under, this contract.

In the event this contract is terminated as provided above, the Department shall be entitled to pursue the same remedies against the contractor as it could pursue in the event of a breach of the contract by the contractor.

The rights and remedies of the Department provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the contracting officer makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

## **COVENANT AGAINST CONTINGENT FEES**

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

## **COVID-19 Vaccination Requirement.**

Contractor Staff who are reasonably likely or contractually obligated to engage in work while physically present at a WDVA owned/leased/controlled facility, site(s) or grounds and who will have close, physical proximity to residents, staff, or others must be fully vaccinated against COVID-19. Any close, physical proximity that is fleeting or brief in nature may be exempt from this requirement as authorized in writing by WDVA. Contractor shall obtain a copy of proof of full vaccination against COVID-19 for all Staff who are subject to the vaccination requirement. 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.

## **DISPUTES**

Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, any party may request a dispute resolution board (DRB). A request for a DRB must be in writing, state the disputed issue(s), state the relative positions of the parties and be sent to all parties. Parties must provide a response within ten (10) days.

Once a party requests a DRB, each party shall designate a representative. The representatives shall mutually select a third member (or an additional member for disputes involving more than two parties).

The DRB shall evaluate the facts, contract terms and applicable statutes and rules and make a determination by majority vote. The decision is binding on all parties and shall be admissible in any succeeding judicial or quasi-judicial proceeding concerning the contract.

Nothing in this contract shall be construed to limit the parties' choice of a mutually acceptable DRB method in addition to the dispute resolution procedure outlined above.

## **DISALLOWED COSTS**

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

## **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.

## **INDEMNIFICATION**

To the fullest extent permitted by law, contractor shall indemnify, defend and hold harmless the state, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. Contractors' obligations to indemnify, defend, and hold harmless includes any claim by contractors' agents, employees, representatives or any subcontractor or its employees.

Contractor expressly agrees to indemnify, defend, and hold harmless the state for any claim arising out of or incident to contractor's or any subcontractor's performance or failure to perform the contract. Contractor shall be required to indemnify, defend, and hold harmless the state, only to the extent claim is caused in whole or in part by negligent acts or omissions of contractor.

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

## **INDEPENDENT CAPACITY**

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

## **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.

## **LIMITATION OF AUTHORITY**

Only the contracting officer or his/her 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 contracting officer.

## **NONDISCRIMINATION**

During the performance of this contract, the contractor shall comply with all federal and state nondiscrimination laws, regulations and policies. In the event of the contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the contractor may be declared ineligible for further contracts with the Department. The contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

## **OVERPAYMENTS AND ASSERTION OF LIEN**

In the event that the Department establishes overpayments or erroneous payments made to the contractor under this contract, the Department may secure repayment, plus interest, if any, through the filing of a lien against the contractor's real property or by requiring the posting of a bond, assignment of deposit or some other form of security acceptable to the Department or by doing both.

## **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 Department or as provided by law.

Contractor agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

The Department reserves the rights to monitor, audit or investigate the use of personal information collected, used, or acquired by the contractor through this contract. The monitoring, auditing, or investigating may include but is not limited to "salting" by the Department.

Contractor shall certify the return or destruction of all personal information upon expiration of this contract. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

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

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

## **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 years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review, or audit by the Department, personnel duly authorized by the Department, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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

## **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.

## **RIGHT OF INSPECTION**

The contractor shall provide right of access to its facilities to the Department or any of its officers at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract on behalf of the Department.

All inspections and evaluations shall be performed in such a manner that will not unduly interfere with the contractor's business or work hereunder.

## **RIGHTS IN DATA**

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

Data that is delivered under the contract, but that does not originate there from, shall be transferred to the Department with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; provided that such license shall be limited to the extent that the contractor has a right to grant such a license.

The contractor shall exert all reasonable effort to advise the Department, at the time of delivery of data furnished under this agreement, of all known or potential invasions of privacy contained therein and of any portion of such document, which was not produced in the performance of this agreement.

The Department shall receive prompt written notice of each notice or claim of copyright infringement received by the contractor with respect to any data delivered under this agreement. The Department shall have the right to modify or remove any restrictive markings placed upon the data by the contractor.

## **SAFEGUARDING OF INFORMATION**

The contractor shall not use or disclose any:

- Personal Information gained by reason of this contract, or
- Information that may be classified as confidential for any purpose not directly connected with the administration of this contract except (1) with prior written consent of the Department or (2) as may be required by law. The contractor shall safeguard such information and shall return or certify destruction of the information upon contract expiration or termination.

## **SAVINGS**

In the event funding from state, federal or other sources is withdrawn, reduced or limited in any way after the effective date of this contract and prior to normal completion, the Department may terminate the contract under the "Termination for Convenience" clause, without advance notice, subject to renegotiation at the Department's discretion under those new funding limitations and conditions.

## **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.

## **SINGLE AUDIT ACT REQUIREMENTS**

If the contractor is a subrecipient of federal awards as defined by Office of Management and Budget (OMB) Circular A-133, the contractor shall maintain records that identify all federal funds received and expended. Such funds shall be identified by the appropriate OMB Catalog of Federal Domestic Assistance Numbers.

The contractor shall make the contractor's records available for review or audit by officials of the federal awarding agency, the General Accounting Office, the Department, and the Washington State Auditor's Office. The contractor shall incorporate OMB Circular A-133 audit requirements into all contracts between the contractor and its subcontractors who are subrecipients. The contractor shall comply with any future amendments to OMB Circular A-133 and any successor or replacement Circular or regulation.

If the contractor expends \$500,000 or more in federal awards from any and/or all sources in any fiscal year ending after December 31, 2003, the contractor shall procure and pay for a single or program-specific audit for that year.

Upon completion of each audit, the contractor shall submit to the contracting officer named in this contract the data collection form and reporting package specified in OMB Circular A-133, reports required by the program-specific audit guide (if applicable).

## **SUBCONTRACTING**

Neither the contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the Department.

In no event shall the existence of the subcontract operate to release or reduce the liability of the contractor to the Department for any breach in the performance of the contractor's duties.

This clause does not include contracts of employment between the contractor and personnel assigned to work under this contract.

## **TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this contract, the contracting officer may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this contract in whole or in part. If this contract is so terminated, the Department shall be liable only for payment required under the terms of this contract for services rendered or goods delivered prior to the effective date of termination.

## **TERMINATION FOR DEFAULT**

The contracting officer may terminate this contract for default, in whole or in part, by written notice to the contractor if the Department has a reasonable basis to believe that the contractor has:

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

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

## **TERMINATION PROCEDURE**

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

The Department shall pay to the contractor the agreed upon price, if separately stated, for completed work and services accepted by the Department and the amount agreed upon by the contractor and the contracting officer for:

- Completed work and services for which no separate price is stated.
- Partially completed work and services.
- Other property or services that are accepted by the Department.



- The protection and preservation of the property, unless the termination is for default, in which case the contracting officer shall determine the extent of the liability of the Department. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this agreement.

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

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

After receipt of a notice of termination, and except as otherwise directed by the contracting officer, the contractor shall:

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

## **TREATMENT OF ASSETS**

1. Title to all property financed or furnished by the Department shall remain in the Department. Title to all property purchased by the contractor, for which the contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the Department upon delivery of such property to the contractor.

Title to other property, the cost of which is reimbursable to the contractor under the contract, shall pass to and vest in the Department upon:

- Issuance for use of such property in the performance of this contract or
- Commencement of use of such property in the performance of this contract, or
- Reimbursement of the cost thereof by the Department in whole or in part, whichever first occurs.

2. Any property of the Department furnished to the contractor shall, unless otherwise provided herein or approved by the Department, be used only for the performance of this contract.
3. The contractor shall be responsible for any loss or damage to property of the Department that results from the negligence of the contractor or that results from the failure on the part of the contractor to maintain and administer that property in accordance with sound management practices.
4. If any department property is lost, destroyed or damaged, the contractor shall notify the Department and shall take all reasonable steps to protect the property from further damage.
5. The contractor shall surrender to the Department all property of the Department prior to settlement upon completion, termination, or cancellation of this agreement.
6. All reference to the contractor under this clause shall include contractor's employees, agents, or subcontractors.

### **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 contracting officer of the Department.

## ATTACHMENT D

### BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT ("Agreement") is entered into between Washington State Department of Veterans Affairs ("Covered Entity"), and **CONTRACTOR, ADDRESS** ("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:

#### I. AGREEMENT:

##### 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.
- 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 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 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 request 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 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 proper 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.

- 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 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.
- 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 below.

**[Signatures follow on next page]**

**[ENTER CONTACTOR NAME]**

**WASHINGTON STATE DEPARTMENT  
OF VETERANS AFFAIRS**

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Signature

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Signature

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Print Name

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Print Name

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Title

Date

---

Title

Date



**EXHIBIT F1 – CONTRACT ISSUE LIST  
(OPTIONAL)**

Competitive Solicitation:	No. 2023 – 002
Bidder:	_____
	Type/print full legal name of Bidder

**INSTRUCTIONS**

***This Exhibit is optional.*** Bidders need only to complete and submit this Exhibit ***IF*** bidder has issues, concerns, exceptions, or objections to any of the terms or conditions contained in *Exhibit D – Contract*. In such case, bidder must use this *Bidder’s Contract Issues List* to identify the same as set forth below.

The *Bidder’s Contract Issues List* is designed to frame contract discussions, if any, between WDVA and bidders regarding the Contract terms and conditions. In completing the *Bidder’s Contract Issues List*, bidders **must**:

- A. Identify the specific Contract section/subsection that creates a business issue, concern, exception, or objection;
- B. Describe, in business terms, the issue, concern, exception, or objection pertaining to the Contract section/subsection;
- C. Propose, in business terms, a solution that is reasonable in light of the Competitive Solicitation and the procurement solution being sought by WDVA; and
- D. Provide bidder’ reason or rationale supporting bidder’s proposed solution, including how the proposed solution is commercially reasonable for a public contract, benefits both the bidder and the WDVA and equitably allocates contractual risk and return.

***Please be advised.*** The Contract(s) to be awarded is the result of a Competitive Solicitation developed pursuant to Washington’s Procurement Code for Goods/Services that is designed to meet governmental needs for eligible purchasers. WDVA endeavors to develop commercially reasonable Contracts that incentivize performance and equitably allocate risk and return based on stakeholder input from eligible purchasers, vendors, procurement professionals, and others. Accordingly:

- Contract revisions, if any, may NOT be bidder-specific, but must apply to all bidders.
- Redlined Documents Will Not Be Reviewed. Do not provide a redlined Contract or sections/subsections. Redlined text may result in WDVA making potentially inaccurate assumptions regarding bidder’s issue(s). Instead, bidders must follow the instructions set forth above.

- 'Standard' Bidder Contracts Will Not Be Reviewed. Do not provide a copy of bidder's (or a third party's) 'standard' contract or contract section. It will not be reviewed.
- No Substantial Changes. Bidders are cautioned that this is a competitive solicitation for a public contract and **WDVA cannot and will not accept a bid or enter into a Contract that substantially changes the material terms and conditions set forth in this Competitive Solicitation and Contract.** Bids that are contingent upon [Agency] making substantial changes to material terms and conditions set forth in the Competitive Solicitation or Contract likely will be determined to be non-responsive.

WDVA will consider the number and nature of the items on *Bidder's Contract Issues List* in determining the likelihood of completing a Contract with such bidder.