

State of Washington Office of Insurance Commissioner

Request for proposals (RFP)

S2408

Project Title

Palliative Care Benefit Work Group

Questions Due August 2, 2024, 11:59pm PST

Proposal Due September 19, 2024, 11:59pm PST

Emailed proposals will be accepted. Faxed proposals will not.

Estimated period of performance for contract

November 1, 2024 – March 31, 2026

The OIC reserves the right to extend the contract for up to two (2) additional one-year periods, at the sole discretion of the OIC.

Vendor eligibility

This procurement is open to those Vendors that satisfy the minimum qualifications stated herein and that are available for work in Washington State.

Contents of the request for proposals

1. Introduction
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Introduction

1.1 Purpose and background

The Office of the Insurance Commissioner (OIC) is initiating this Request for Proposals (RFP) to solicit responses from individuals or Vendors interested in conducting an actuarial analysis and preparing a related report with potential recommendations regarding the design of a palliative care benefit and payment model. The analysis and report **must** be conducted for fully insured health plans. Depending upon available funding and proposals received, the analysis and report may be expanded to include analysis and reporting for the Washington state Medicaid program. This work is authorized by [Substitute Senate Bill \(SSB\) 5936](#). The work will be undertaken in partnership with the Washington state Health Care Authority (HCA) and with the advice and consultation of the Palliative Care Benefit Work Group.

The OIC intends to award one contract to provide the services described in this RFP.

1.2 Objectives and scope of work

As used in this RFP, and as defined in SSB 5936, "palliative care" means expert assessment and management of a patient's symptoms, including coordination of care, attending to the physical, functional, psychological, practical, and spiritual consequences of serious illness, and assessment and support of caregiver needs. Palliative care is a person- and family-centered approach to care, providing people living with serious illness relief from the symptoms and stress of an illness, and can be delivered alongside life-prolonging or curative care.

As used in this RFP, "fully insured health plans" means (a) fully insured health plans in the large group, small group, and individual markets and (b) fully insured Public Employees Benefits Board (PEBB) and School Employees Benefits Board (SEBB) plans. "State Medicaid program" means coverage delivered through Medicaid managed care organizations and Medicaid fee-for-service under Title XIX of the federal Social Security Act. For ease of reference, these plans will be referred to as "health plans" throughout this RFP.

As stated in section 1.1., the scope of the work described below **must** apply to fully insured health plans. As described in section 3.5, depending upon available funding and proposals received, additional actuarial analysis and reporting may encompass the Washington state Medicaid program. The individual or Vendor will prepare **one** report that reflects the analysis for fully insured health plans and, if applicable, the Washington state Medicaid program. The Contractor selected as a result of this RFP will be responsible for the objectives detailed below.

The final report will be due to OIC **no later than September 15, 2025**. An interim report describing the results of the analysis in sections 1.2.1. to 1.2.5. will be due to OIC **no later than**

April 1, 2025. The period of performance extends into the 2026 Legislative session, as the Contractor may be called upon for presentation or discussion during that session.

1.2.1. Clinical eligibility criteria

The contractor will research and include in its report clinical eligibility criteria that will be used for purposes of actuarial analysis for a future palliative care benefit. Clinical eligibility criteria may include, but are not limited to, diagnosis of specific medical conditions, functional state of the patient, and the patient's history of health care utilization. In conducting this work, the contractor will consider:

- Underlying differences between the sources of health coverage being studied and if/how those differences affect clinical eligibility criteria considerations;
- Clinical eligibility criteria currently used by health plans in Washington state and within health coverage programs to determine which individuals receive palliative care services.

1.2.2. Services included

The contractor will research and include in its report a list and explanation of the services included in a future palliative care benefit for the purpose of actuarial analysis. In achieving this objective, the contractor will consider:

- Any underlying differences between the sources of health coverage being studied that may influence this objective;
- Services that may be offered and provided to caregivers in addition to patients;
- Services currently covered and reimbursed in the health coverage sources being studied or in other health coverage sources, such as Medicare, and the difference between currently covered services and any additional services that may be included for purposes of actuarial analysis of a palliative care benefit.

1.2.3. Appropriate staffing, including staffing models and provider training

The contractor will research and include in its report a discussion of (a) appropriate staffing, (b) staffing models, such as interdisciplinary teams, and (c) provider training necessary to ensure access to a future palliative care benefit. In conducting this work, the contractor will consider:

- The composition and skill sets of providers necessary to provide palliative care services, based upon the clinical eligibility criteria and list(s) of services in objectives 1.2.1. and 1.2.2.
- Access to training for the palliative care provider workforce.

1.2.4. Evaluation criteria and reporting requirements

The contractor will research and include in its report a discussion of evaluation criteria and reporting requirements as part of a future palliative care benefit. In achieving this objective, the contractor will consider:

- Any underlying differences in sources of coverage being studied, including differences in current evaluation criteria and reporting requirements, that may influence this objective;
- Challenges anticipated in establishing evaluation criteria and reporting requirements for a future palliative care benefit, such as the potential administrative burden of reporting requirements on palliative care providers, health plans, state agencies or other involved entities.

1.2.5. Payment models

The contractor will research and include in its report the development of at least two payment models, with at least one form of alternative payment model, to be used for actuarial analysis for a future palliative care benefit. Payment models may include fee-for-service or alternative payment components. In studying appropriate payment models in consultation with the work group, the contractor will consider:

- Whether a payment model promotes access to palliative care for eligible individuals, including people with differing care needs;
- Whether a payment model supports an interdisciplinary team approach to palliative care and provides incentives for providers to deliver efficient, effective care;
- The payment model's financial sustainability for both providers and payers;
- The payment model's operational feasibility and administrative complexity for eligible individuals, providers, payers, and other entities involved.

1.2.6. Actuarial analysis

The contractor will prepare an actuarial analysis that determines the potential impacts on plan design, actuarial values, and premium rates for establishing a palliative care benefit and payment model consistent with the findings in paragraphs 1.2.1 through 1.2.5. The actuarial analysis must separate out the relative costs of providing a palliative care benefit for each of the markets/programs described in paragraph 1.1., and, to the extent feasible, include the potential state costs to implement a palliative care benefit consistent with the findings in paragraphs 1.2.1 through 1.2.5. The results of the actuarial analysis will be included in the contractor's report with any related recommendations.

1.2.7. Engagement with Palliative Care Benefit Work Group and other entities

Per a schedule developed with OIC the contractor will participate in meetings with the Palliative Care Benefit Work Group on a periodic basis to present updates and deliverables and receive input. In addition, the contractor will meet and consult with HCA and other interested parties, as needed, to access data and information to inform this work.

1.2.8. Drawing on previous recommendations and information sources

In conducting the work described in 1.2.1. to 1.2.7., particularly as it relates to clinical eligibility criteria, serviced included, staffing, and payment models, the contractor will review relevant reports, recommendations, and information sources which may help inform its work, especially:

1. Health Care Authority and Oregon Health Sciences University: [Washington State Palliative Care Reimbursement Summary Report](#) (March 2023);
2. Dr. Robert Bree Collaborative: [Palliative Care](#) (2019);
3. National Coalition for Hospice and Palliative Care: [Clinical Practice Guidelines for Quality Palliative Care](#), 4th Edition (2018);
4. Other relevant sources.

1.3 Accessibility

The draft and final reports submitted to OIC by the Contractor must meet the accessibility principals identified by the [Washington State Office of the Chief Information Officer's Accessibility Policy](#), stated below:

- Perceivable - Information and user interface components must be presentable to users in ways they can perceive.
- Operable - User interface components and navigation must be operable.
- Understandable - Information and the operation of user interface must be understandable.
- Robust - Content must be robust enough that it can be interpreted reliably by a wide variety of user agents, including assistive technologies.

All documents generated by Contractor must pass the built-in accessibility checks in their respective programs (e.g. Microsoft Word, Adobe Acrobat, Adobe InDesign).

1.4 Minimum qualifications

Contractor minimum qualifications include:

- Licensed to do business in the State of Washington or provide a commitment that it will become licensed in Washington within thirty (30) calendar days of being selected as the Apparent Successful Contractor.
- Contractor must have previously held 24 months of responsibilities substantially the same as, or very similar to, the Scope of Work in Section 1.2 of this RFP.

- Agree to the Certifications and Assurances set forth in Exhibit A.
- Submit proposals as specified on Section 3, Proposal Contents, of this RFP.
- Contractor must be or employ health economists or other individuals with expertise necessary to complete modeling of potential costs and benefits of various mechanisms to provide health care coverage, including at least those described in the Objectives and Scope of Work.

Contractor minimum experience includes:

- Knowledge of or capacity to rapidly gain knowledge of:
 - Coverage, benefits, and payment policies used by fully insured commercial health plans in the large group, small group, and individual markets; the state Medicaid program and Medicaid managed care organizations; and fully insured PEBB and SEBB plans for coverage of palliative care or related services.
 - Policy efforts or programs currently underway in Washington state or in other states to provide access to or coverage of palliative care services.
- Ability to work with a diverse group of public agencies and interested organizations that include providers and clinicians, state agencies, research organizations, employers, and health carriers.
- Ability to convey complex economic and technical information, and significant outcomes to a lay audience.

Contractor **must:**

- Be, employ, or subcontract health insurance actuaries who are members of the American Academy of Actuaries and Society of Actuaries and meet the qualification standard to complete the scope of work stated in this RFP.
- Ensure credentialed health insurance actuaries perform or be responsible for all actuarial services under the Contract. Actuarial work must be supervised by an individual who is a member of the American Academy of Actuaries.

1.5 Period of performance

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about November 1, 2024, and to end on March 31, 2026.

The OIC reserves the right to extend the contract for up to two (2) additional one-year periods, at the sole discretion of the OIC.

1.6 Contracting with current or former state employees

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

1.7 Definitions

Definitions for the purposes of this RFP include:

OIC – The Office of Insurance Commissioner is the OIC of the state of Washington that is issuing this RFP.

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

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

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

Vendor – Individual, company, or firm that submits a proposal in order to attain a contract with the OIC.

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

1.8 ADA

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

General information for Vendors

2.1 RFP coordinator

All communications concerning this RFP must be directed to:

Miranda Matson-Jewett
Office of Insurance Commissioner
5000 Capitol Blvd
Tumwater, WA 98501
360/725.9604
Contracting@oic.wa.gov

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

2.2 Estimated schedule of procurement activities

Issue request for proposals	July 19, 2024
Question & answer period	July 19 – August 2, 2024
Issue addendum to RFP	August 9, 2024
Preproposal conference	August 22, 2024, 10:00am PST
Issue final addendum to RFP	August 27, 2024
Proposals due	September 19, 2024, 11:59 pm
Evaluate proposals	September 20 – October 2, 2024, 2024
Announce 'Apparent Successful Contractor'	October 3, 2024
Hold debriefing conferences (if requested)	October 3 - 11, 2024
Begin contract negotiations	October 3, 2024

The OIC reserves the right to revise the above schedule.

2.3 Preproposal conference

A preproposal conference is scheduled to be held on August 22, 2024, at 10:00am PST Pacific Standard/Daylight Time as long as at least two Vendors express interest. The preproposal conference will be held virtually using Zoom. The preproposal conference is not required but is recommended.

For security purposes, Vendors must contact the RFP coordinator listed above via email for Zoom meeting credentials. To receive the credentials, the email must include the name of the Vendor, the Vendor's federal tax ID number, and a list of planned attendees. The following information must be provided for each planned attendee:

- Full name
- Email address

OIC will be bound only to OIC's written answers to questions. Questions arising at the preproposal conference or in subsequent communication with the RFP Coordinator will be documented and answered in written form. Documents will be posted on OIC's website and in WEBS.

2.4 Submission of proposals

The OIC will ONLY accept electronic submissions of the Proposal.

Note: If your attachment exceeds 30 MB, please contact the RFP coordinator for an alternate means of electronic submittal.

ELECTRONIC PROPOSALS:

The proposal must be received by the RFP Coordinator no later than 11:59 pm Pacific Time on September 19, 2024.

Proposals are to be submitted electronically and should be sent as attachments in an email to Miranda Matson-Jewett, the RFP Coordinator, at the email address listed in Section 2.1. Attachments to email should be in Microsoft Word, Excel, or PDF. Zipped files can be received by the OIC and can be used for submission of proposals. The cover submittal letter and the Certifications and Assurances form must have a signature of the individual within the organization authorized to bind the Vendor to the offer. The signature may be signed in ink and scanned, or it may be an Electronic Signature, defined as an electronic identifier, created by a computer, attached to, affixed to, or logically associated with an electronic record. The OIC does not assume responsibility for problems with Vendor's email. If the OIC's email is not working, appropriate allowances will be made.

Proposals may not be transmitted using facsimile transmission.

Vendors should allow sufficient time to ensure timely receipt of the proposal by the RFP Coordinator. Late proposals will not be accepted and will be automatically disqualified from further consideration, unless the OIC's email is found to be at fault. All proposals and any accompanying documentation become the property of the OIC and will not be returned.

2.5 Proprietary information/public disclosure

Proposals submitted in response to this competitive procurement shall become the property of the OIC. All proposals received shall remain confidential until the Apparent Successful Contractor, if any, resulting from this RFP is announced by the OIC; thereafter, the proposals shall be deemed public records as defined in Chapter 42.56 of the Revised Code of Washington (RCW).

Any information in the proposal that the Vendor desires to claim as proprietary and exempt from disclosure under the provisions of Chapter 42.56 RCW must be clearly designated. The information must be clearly identified and the particular exemption from disclosure upon which the Vendor is making the claim must be cited. Each page containing the information claimed to be exempt from disclosure must be clearly identified by the words "Proprietary Information" printed on the lower right-hand corner of the page. Marking the entire proposal exempt from disclosure or as Proprietary Information will not be honored.

In accordance with Department of Enterprise Services Supplier Diversity [Policy DES-090-06](#), all bid awards and resulting contracts will be available for public review.

If a public records request is made for the information that the Vendor has marked as "Proprietary Information," the OIC will notify the Vendor of the request and of the date that the records will be released to the requester unless the Vendor obtains a court order enjoining that disclosure. If the Vendor fails to obtain the court order enjoining disclosure, the OIC will release the requested information on the date specified. If a Vendor obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to Chapter 42.56 RCW, the OIC shall maintain the confidentiality of the Vendor's information per the court order.

A charge will be made for copying and shipping, as outlined in chapter 42.56 RCW. No fee shall be charged for inspection of contract files, but twenty-four (24) hours' notice to the RFP Coordinator is required. All requests for information should be directed to the RFP Coordinator.

2.6 Revisions to the RFP

If it becomes necessary to revise any part of this RFP, addenda will be published in WEBS and on www.insurance.wa.gov. For this purpose, the published questions and answers and any other pertinent information will be provided as an addendum to the RFP and will be placed on the website and in WEBS.

If you downloaded this RFP from the OIC's website as listed above, you are responsible for checking the website to ensure you receive any amendments or questions and answers. Vendors are encouraged to download solicitations using [WEBS](#) to ensure notification of amendments.

The OIC reserves the right to cancel or to reissue the RFP, in whole or in part, before execution of a contract.

2.7 Minority, women-owned, and veteran-owned business participation

In accordance with chapter 39.19 RCW, the state of Washington encourages participation by Vendors certified by the Office of Minority and Women's Business Enterprises (OMWBE). In accordance with Executive Order 13-01, the state of Washington encourages participation by Vendors certified by the Department of Veterans Affairs (DVA) in all of its contracts. Participation must be on a direct basis in response to this solicitation. The OIC will not give preference in the

evaluation of proposals or require a minimum level of participation as a condition for receiving an award, and proposals will not be rejected or considered non-responsive on that basis.

The established annual procurement inclusion goals are:

- 10% Minority Owned Business certified by OMWBE
- 6%, Women Owned Business certified by OMWBE
- 5% Veteran Owned Business certified by DVA
- 5% Washington Small Businesses self-identified

These goals are voluntary. For information on certification, Vendors may contact OMWBE at 360/753-9693 or <http://www.omwbe.wa.gov>, or DVA at 360/725-2200 <https://dva.wa.gov/>.

2.8 Subcontractor participation monitoring and reporting

Once a contract is awarded through the solicitation or proposal process, the awarded Contractor is obligated to complete the vendor registration in Access Equity. Access Equity is a secure online vendor management system (B2Gnow). Confidential information (Tax ID, etc.) will not be published. Contractors that have previously registered with B2Gnow for any public entity, must verify the system has updated information. Contractors can access the system at <https://omwbe.diversitycompliance.com/> or through a direct link on the Office of Minority and Women's Business Enterprises (OMWBE) website at: <https://omwbe.wa.gov/>.

Each month during the contract, the Contractor will report payments to ALL Subcontractors through the Access Equity system. This monthly reporting information includes total payment in dollars made to the Subcontractor, payment dates, and any additional information required to verify payment to Subcontractors. The Contractor will enter this payment information into the Access Equity system, and the Subcontractors will verify this payment information in the system. Online training is available through the Access Equity/B2Gnow system. This requirement applies to both Contractors and Subcontractors.

2.9 Acceptance period

Vendors must provide 60 days from the due date for receipt of proposals for the OIC to accept the proposal.

2.10 Responsiveness

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

The OIC also reserves the right at its sole discretion to waive minor administrative irregularities.

2.11 Complaint Procedure

This purpose of this procedure is to provide an avenue to submit issues or concerns that are not resolved during the Q&A process. This procedure is available to Vendors who submitted a Question during the Question & Answer period. Complaints must be submitted no later than five business days before the bid response deadline.

Vendors submitting a complaint about this procurement must follow the procedures described below. Complaints that do not follow these procedures will not be considered.

All complaints must be in writing and signed by the protesting party or an authorized Agent. The complaint must clearly state the grounds for the complaint with specific facts and include a proposed remedy. All protests must be addressed to the RFP Coordinator.

Only complaints concerning the following subjects will be considered:

- The solicitation unnecessarily restricts competition;
- The solicitation evaluation or scoring process is unfair or flawed; or
- The solicitation requirements are inadequate or insufficient to prepare a response.

Complaints not based on the above subjects will not be considered and will be returned unanswered.

Upon receipt of a complaint, a review will be held by the OIC. The OIC procurement coordinator or a delegate will consider the record and all available facts and issue a decision within three business days of receipt of the complaint. If additional time is required, the complaining party will be notified of the delay. This process does not include an appeal process.

Responses to considered complaints will be in writing. Additionally, considered complaints, responses and remedies must be posted in WEBS.

Complaints may not be raised again during the protest period.

2.12 Most favorable terms

The OIC reserves the right to make an award without further discussion of the proposal submitted. Therefore, the first proposal should be submitted on the most favorable terms that the Vendor can propose. The OIC does reserve the right to contact a Vendor for clarification of its proposal.

The Vendor should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some or all of the Vendor's proposal. The proposal will become a part of the official procurement file on this matter without obligation to the OIC.

2.13 Contract and general terms & conditions

The Apparent Successful Contractor is expected to enter into a contract, which is substantially the same as the sample contract and its general terms and conditions attached as Exhibit B. A Vendor may not submit its own standard contract terms and conditions in response to this solicitation. The Vendor may submit exceptions as allowed in the Certifications and Assurances section, Exhibit A to this solicitation. The OIC will review requested exceptions and accept or reject them at its sole discretion.

2.14 Costs to propose

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

2.15 No obligation to contract

This RFP does not obligate the state of Washington or the OIC to contract for services specified herein.

2.16 Rejection of proposals

The OIC reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this RFP.

2.17 Commitment of funds

The Chief Deputy of the OIC or their delegate are the only individuals who may legally commit the OIC to the expenditures of funds for a contract resulting from this RFP. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

2.18 Electronic payment

The state of Washington prefers to use electronic payment in its transactions. The successful Contractor, if not already registered as a statewide Vendor, must register with the Office of Financial Management for a Statewide Vendor Number.

2.19 Insurance coverage

The Contractor must furnish the OIC with a certificate of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.

The Contractor must, at Contractor's own expense, obtain and keep in force insurance coverage during the term of the contract. The Contractor must furnish evidence in the form of a Certificate of Insurance that insurance coverage is provided, and a copy must be forwarded to the OIC within fifteen (15) days of the contract effective date.

Liability Insurance

- Commercial General Liability Insurance: Contractor must maintain commercial general liability (CGL) insurance and, if necessary, commercial umbrella insurance, with a limit of at least \$1,000,000 per each occurrence. If CGL insurance contains aggregate limits, the general aggregate limit must be at least twice the "each occurrence" limit. CGL insurance must have products-completed operations aggregate limit of at least two times the "each occurrence" limit. CGL insurance must be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage). All insurance must cover liability assumed under an insured contract (including the tort liability of another assumed in a business contract) and contain separation of insureds (cross liability) condition. Additionally, the Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.
- *Business Auto Policy*: As applicable, the Contractor must maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance must cover liability arising out of "Any Auto." Business auto coverage must be written on ISO form CA 00 01, 1990 or later edition, or substitute liability form providing equivalent coverage.

Employers Liability ("Stop Gap") Insurance

The Contractor must buy employers liability insurance and, if necessary, commercial umbrella liability insurance with limits of at least \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

Additional Provisions

Above insurance policy must include the following provisions:

- Additional Insured. The OIC, its elected and appointed officials, agents and employees must be named as an additional insured on all general liability, excess and umbrella insurance policies. All insurance provided in compliance with this contract must be primary as to any other insurance or self-insurance programs afforded to or maintained by the state.
- Cancellation. The OIC must be provided written notice before cancellation or non-renewal of any insurance required by this RFP in accordance with these specifications. Insurers subject to 48.18 RCW: The insurer must give the state 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the state must be given 10 days advance notice of cancellation. Insurers subject to 48.15 RCW (Surplus lines): The state must be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the state must be given 10 days advance notice of cancellation.
- Identification. The insurance policy must reference the state's contract number and the OIC name.
- Insurance Carrier Rating. All insurance and bonds should be issued by companies admitted to do business within the state of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception must be reviewed and approved by the OIC or the risk manager for the state of Washington before the contract is accepted or work may begin. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with chapters 48.15 RCW and 284-15 WAC.

- Excess Coverage. By requiring insurance, the state does not represent that coverage and limits will be adequate to protect contractor, and the insurance coverage and limits do not limit Contractor's liability under the indemnities and reimbursements granted to the state in this contract.

Workers' Compensation Coverage

The Contractor must at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The state will not be held responsive in any way for claims filed by the Contractor or their employees for services performed under the terms of this contract.

Proposal contents

Proposal sections that exceed the page limits, when listed, will have the additional pages removed and only the allowed page limit listed will be provided to the scoring team for consideration.

ELECTRONIC PROPOSALS:

Proposals must be written in English, submitted electronically to the RFP Coordinator, and contain the items listed below:

- A. Letter of Submittal, including signed Certifications and Assurances (Exhibit A to this RFP).
- B. Technical Proposal.
- C. Management Proposal.
- D. Experience / Related Information; and
- E. Cost Proposal.

Proposals should provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the proposal but should assist the Vendor in preparing a thorough response. OIC reserves the right to reject incomplete proposals.

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

3.1 Letter of submittal (Mandatory)

The Letter of Submittal and the attached Certifications and Assurances form (Exhibit A to this RFP) must be signed and dated by a person authorized to legally bind the Vendor to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include by attachment the following information about the Vendor.

- A. Name, address, principal place of business, telephone number, and email address of legal entity or individual with whom contract would be written.
- B. Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.)
- C. Legal status of the Vendor (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.
- D. Washington Uniform Business Identification (UBI) number issued by the state of Washington Department of Revenue. If the Vendor does not have a UBI number, the Vendor must state that it will become licensed in Washington within thirty (30) calendar days of being selected as the Apparent Successful Contractor.
- E. Location of the facility from which the Vendor would operate.
- F. Identify any state employees or former state employees employed or on the Vendor's governing board as of the date of the proposal. Include their position and responsibilities within the Vendor's organization. If following a review of this information,

it is determined by the OIC that a conflict of interest exists, the Vendor may be disqualified from further consideration for the award of a contract.

3.2 Technical proposal (Scored)

The Technical Proposal must contain a comprehensive description of services including the following elements:

- A. Project Approach/Methodology – In no more than **two (2) pages**, Include a complete description of the Vendor’s proposed approach and methodology for the project. This section should convey Vendor’s understanding of the proposed project.
- B. Work Plan – In no more than **four (4) pages**, include all project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of this project as defined in Section 1.2, Objectives and Scope of Work. This section of the technical proposal must contain sufficient detail to convey to members of the evaluation team the Vendor’s knowledge of the subjects and skills necessary to successfully complete the project. Include any required involvement of OIC staff. The Vendor may also present any creative approaches that might be appropriate and may provide any pertinent supporting documentation.
- C. Project Schedule - Include a project schedule indicating when the elements of the work, as described in Section 1.2, will be completed. Project schedule must ensure that any deliverables requested are met.
- D. Outcomes and Performance Measurement – Describe the impacts/outcomes the Vendor proposes to achieve as a result of the delivery of these services including how these outcomes would be monitored, measured and reported to the OIC.
- E. Risks – The Vendor must identify potential risks that are considered significant to the success of the project. Include how the Consultant would propose to effectively monitor and manage these risks, including reporting of risks to the OIC’s contract manager.
- F. Deliverables – Fully describe deliverables to be submitted under the proposed contract. Deliverables must support the requirements set forth in Section 1.2, Objectives and Scope of Work.

3.3 Management proposal (Scored)

The Management Proposal must contain a comprehensive description of services including the following elements:

- A. Project Management (Scored)
 1. Project Team Structure/Internal Controls
 - a. In no more than **three (3) pages**, provide a description of the proposed project team structure and internal controls to be used during the course of the project, including any subcontractors. Provide an organizational chart of your organization, indicating lines of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or functions of the organization. This chart must also show lines of authority to the next senior level of management. Include who within the

organization will have prime responsibility and final authority for the work.
The organizational chart does not count toward the page limit.

2. Staff Qualifications/Experience

- a. In no more than **three (3) pages**, identify project manager and other staff, including subcontractors, who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel, and include the amount of time each will be assigned to the project.
- b. Provide a resume in no more than **two (2) pages** for each named staff, which include information on the individual's particular skills related to this project, education, experience, significant accomplishments, and any other pertinent information. The Vendor must commit that staff identified in its proposal will actually perform the assigned work. Any staff substitution must have the prior approval of the OIC.

B. Experience of the Vendor (Scored) (no more than **three (3) pages**)

1. Indicate the experience, including months/years, the Vendor and any subcontractors has in the following areas:
Required:
 - Coverage, benefits, and payment policies used by fully insured commercial health plans in the large group, small group, and individual markets; the state Medicaid program; and fully insured PEBB and SEBB plans.
2. Conducting state health policy research related to coverage of health services and preparing reports on the results of the research. Indicate other relevant experience that indicates the qualifications of the Vendor, and any subcontractors, for the performance of the potential contract.
3. Include a list of work the Vendor has completed during the last five years that relate to the Vendor's ability to perform the services needed under this RFP. List client company name, time frame, contact persons, telephone numbers, and email addresses.

C. Subcontracting (mandatory)

Identify whether any subcontractors are to be utilized by the Vendor. If subcontractors are to be utilized, the following must be provided:

1. Subcontractor assignment summary. In no more than **two (2) pages**, identify any subcontractor that may be utilized, and describe what work would be assigned to

the subcontractor. Specifically address whether the work could be completed by Vendor's internal staff if the subcontract was terminated for any reason.

2. Complete and submit Exhibit C: Diverse Business Inclusion Plan. Vendors who do not submit a Diverse Business Inclusion Plan will be precluded from utilizing subcontractors.
 - a. Exhibit C *is not required* if Vendor does not intend to use subcontractors.

Any Contractors that use subcontractors must comply with the reporting requirements described in section 2.8 Subcontractor participation monitoring and reporting.

D. Related Information (Mandatory)

1. If the Vendor contracted with the state of Washington during the past 24 months, indicate the name of the agency, the contract number and project description and/or other information available to identify the contract.
2. If a member of the Vendor's staff was an employee of the state of Washington during the past 24 months, or is currently a Washington State employee, identify the individual by name, the agency previously or currently employed by, job title or position held and separation date.
3. If the Vendor has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the Vendor's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Vendor, or (b) litigated and such litigation determined that the Vendor was in default.
4. Submit full details of the terms for default including the other party's name, address, and phone number. Present the Vendor's position on the matter. The OIC will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If no such termination for default has been experienced by the Vendor in the past five years, so indicate.

E. References (Mandatory)

List names, addresses, telephone numbers, and email addresses of three (3) business references for the Vendor and three (3) business references for the lead staff person for whom work has been accomplished and briefly describes the type of service provided. Do not include current OIC staff as references.

As a part of the reference list, the Vendor and the lead staff person must grant permission to the OIC to contact the references and others who may have pertinent information regarding the Vendor's and the lead staff person's qualifications and experience to perform the services required by this RFP. The OIC may evaluate references at the OIC's discretion.

3.4 Supplier Diversity (if applicable)

- A. Compliant with the Department of Enterprise Services Supplier Diversity [Policy DES-090-06](#), OIC is committed to engaging small, diverse, and veteran-owned businesses to the maximum extent possible.

- B. Certification
Vendor's that submit proof of certification with either the Washington State Office of Minority and Women's Business Enterprises, or the Washington Department of Veteran's Affairs will receive five (5) Supplier Diversity Certification points in their evaluation.

Vendor's that are *not* certified with either entity but propose and commit to using a subcontractor that is certified with either entity may will receive the five (5) Supplier Diversity Certification points in their evaluation. Proof of certification must be submitted with the proposal.

A full point scoring breakdown is below in section 4.2 Evaluation and weighting.

3.5 Cost Proposal (Scored)

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

OIC has a budget assigned for actuarial analysis and the preparation of a report specifically for fully insured health plans, as defined in section 1.2 of this RFP. OIC is **considering** methods of additional funding to broaden the scope of the actuarial analysis and related report to apply to the Washington state Medicaid program, as defined in section 1.2 of this RFP.

Vendor must submit two cost proposals:

1. Cost Proposal 1 must be based on the guaranteed work of analysis and reporting related to fully insured health plans. The current budget for the analysis and report related to fully insured health plans, as defined in section 1.2, is one hundred ninety thousand (\$190,000.00) dollars.
2. Cost Proposal 2 must address what the cost would be to *add* analysis and reporting related to the Washington state Medicaid program. This work would be built on the work already completed for fully insured health plans, and both portions of work would be reflected in one report. This work is not guaranteed. There is no budget currently assigned to this work.

3.5.1 Cost Proposal 1 – Fully insured health plans

A. Identification of Costs (Scored)

Submit a fully detailed and fully loaded budget broken into discrete deliverables. The budget must account for staff costs and any expenses necessary to accomplish the

tasks and to produce the deliverables under the contract. OIC will not consider cost proposals that are for time and materials.

Contractors are required to collect and pay Washington state sales and use taxes, as applicable.

Costs for subcontractors are to be broken out separately. Please note if any subcontractors are certified by the Office of Minority and Women's Business Enterprises.

B. Computation

The score for the cost proposal will be computed by using the fully loaded cost. The lowest cost received will be divided by the Vendor's total cost. Then the resultant number will be multiplied by the maximum possible points for the cost section.

3.5.1 Cost Proposal 2 – State Medicaid program

A. Identification of Costs (Scored)

Submit a fully detailed and fully loaded budget to **add** analysis and reporting regarding the state Medicaid program to the deliverables accounted for in Cost Proposal 1. Vendor may break down the cost into additional deliverables or provide one fully loaded figure. OIC will not consider cost proposals that are for time and materials.

Contractors are required to collect and pay Washington state sales and use taxes, as applicable.

Costs for subcontractors are to be broken out separately. Please note if any subcontractors are certified by the Office of Minority and Women's Business Enterprises.

B. Computation

The score for the cost proposal will be computed by using the fully loaded cost. The lowest cost received will be divided by the Vendor's total cost. Then the resultant number will be multiplied by the maximum possible points for the cost section.

Evaluation and contract award

4.1 Evaluation procedure

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this solicitation and any addenda issued. The evaluation of proposals shall be accomplished by an evaluation team to be designated by the OIC, which will determine the ranking of the proposals.

OIC, at its sole discretion, may also elect to select the top-scoring Vendors as finalists for an oral presentation.

The RFP Coordinator may contact the Vendor for clarification of any portion of the Vendor's proposal.

4.2 Evaluation weighting and scoring

The following weighting and points will be assigned to the proposal for evaluation purposes:

Technical Proposal – 40%	40 points
Management Proposal – 35%	35 points
Cost Proposal 1 – 10%	10 points
Cost Proposal 2 – 10%	10 points
Supplier Diversity Certification – 5%	5 points
TOTAL – 100%	100 points

4.3 Oral presentations may be required

Oral presentations, if considered necessary by OIC, may be utilized in selecting the winning proposal. The OIC, at its sole discretion, may elect to select the top-scoring Vendor(s) from the written evaluation for an oral presentation and contact the top-scoring Vendor(s) to schedule a date, time, and location for an oral presentation. Commitments made by the Vendor at the oral interview, if any, will be considered binding.

The oral presentation shall determine the apparently successful bidder.

4.4 Notification to Vendors

The OIC will notify the Apparent Successful Contractor of their selection via email upon completion of the evaluation process. Vendors whose proposals were not selected for further negotiation or award will be notified separately by email.

4.5 Debriefing of unsuccessful Vendors

Any Vendor who has submitted a proposal and been notified that they were not selected for contract award may request a debriefing. The request for a debriefing conference must be received by the RFP Coordinator within three (3) business days after the Unsuccessful

Notification is emailed to the Vendor. Debriefing requests must be received by the RFP Coordinator no later than 4:30 PM, local time, in Tumwater, Washington on the third business day following the transmittal of the Unsuccessful Notification. The debriefing must be held within three (3) business days of the request.

Discussion at the debriefing conference will be limited to the following:

- Evaluation and scoring of the Vendor's proposal;
- Critique of the proposal based on the evaluation;
- Review of Vendor's final score in comparison with other final scores without identifying the other proposers.

Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one hour.

4.6 Protest procedure

Protests may be made only by Vendors who submitted a response to this RFP and who have participated in a debriefing conference. Upon completing the debriefing conference, the Vendor is allowed three (3) business days to file a protest of the acquisition with the RFP Coordinator. Protests must be received by the RFP Coordinator no later than 4:30 PM, local time, in Tumwater, Washington on the third business day following the debriefing. Protests may be submitted by e-mail, but must then be followed by the document with an original signature.

Vendors protesting this procurement shall follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Vendors under this procurement.

All protests must be in writing, via email, addressed to the RFP Coordinator, and signed by the protesting party or an authorized Agent. The protest must state the RFP number, the grounds for the protest with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included.

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination or conflict of interest on the part of an evaluator;
- Errors in computing the score;
- Non-compliance with procedures described in the RFP or OIC policy.

Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as: 1) an evaluator's professional judgment on the quality of a proposal, or 2) OIC'S assessment of its own and/or other agencies needs or requirements.

Upon receipt of a protest, a protest review will be held by the OIC. The Chief Deputy Insurance Commissioner of OIC (Chief Deputy) or an employee delegated by the Chief Deputy who was not involved in the procurement will consider the record and all available facts and issue a decision within five (5) business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may affect the interest of another Vendor that also submitted a proposal, such Vendor will be given an opportunity to submit its views and any relevant information on the protest to the RFP Coordinator.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold the OIC's action; or
- Find only technical or harmless errors in the OIC's acquisition process and determine the OIC to be in substantial compliance and reject the protest; or
- Find merit in the protest and provide the OIC options which may include:
 - Correct the errors and re-evaluate all proposals, and/or
 - Reissue the solicitation document and begin a new process, or
 - Make other findings and determine other courses of action as appropriate.

If the OIC determines that the protest is without merit, the OIC will enter into a contract with the Apparent Successful Contractor. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

RFP exhibits

- Exhibit A Certifications and Assurances
- Exhibit B Contract Format including General Terms and Conditions (GT&Cs)
- Exhibit C Diverse Business Inclusion Plan
- Exhibit D Business Certification Form

Exhibit A

Certifications and Assurances

Certification and Assurances

1. I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):
2. I/we declare that all answers and statements made in the proposal are true and correct.
3. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
4. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by the OIC without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
5. In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
6. I/we understand that the OIC will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of the OIC, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
7. Unless otherwise required by law, the prices and/or cost data that have been submitted have not been knowingly disclosed by the Vendor and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Vendor or to any competitor.
8. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
9. No attempt has been made or will be made by the Vendor to induce any other person or vendor to submit or not to submit a proposal for the purpose of restricting competition.
10. I/we grant the OIC the right to contact references and others, who may have pertinent information regarding the Vendor's prior experience and ability to perform the services contemplated in this procurement.

Signature of Vendor

Title

Date

Exhibit B
Sample contract

Contract for Services
Between the
State of Washington
Office of Insurance Commissioner
And
CONTRACTOR

This Contract is made and entered into by and between the state of Washington, Office of Insurance Commissioner, hereinafter referred to as the "AGENCY", and the below named firm, hereinafter referred to as "CONTRACTOR."

Contractor Legal Name
dba if applicable
Street Address
City, State CIP

Federal TIN:

Purpose

The purpose of this contract is to...

Scope of work

- A. Exhibit A, attached hereto and incorporated by reference, contains the General Terms and Conditions governing work to be performed under this contract, the nature of the working relationship between the AGENCY and the CONTRACTOR, and specific obligations of both parties.
- B. The CONTRACTOR must provide services and staff and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

OR

The CONTRACTOR must provide services and staff and otherwise do all things necessary for or incidental to the performance of work, as described below and detailed in Exhibit A, Scope of Work:

- C. The CONTRACTOR will produce the following written reports or other written documents (deliverables):

All written reports and other deliverables required under this contract must be delivered to the AGENCY Contract Manager.

Period of performance

The period of performance under this contract will be from **xxxx**, or date of execution, whichever is later, through **xxxx**.

Not valid for signature

AGENCY reserves the right to extend the contract for up to xxx (xx) additional xxx-year periods, at the sole discretion of the AGENCY.

Compensation

Total compensation payable to CONTRACTOR for satisfactory performance of the work under this contract must not exceed xxxx (\$xxx.00) dollars. CONTRACTOR’s compensation for services rendered must be based on the following rates and in accordance with the following terms:

No additional expenses allowed.

Billing procedures and payment

AGENCY will pay CONTRACTOR upon acceptance of services provided and receipt of properly completed invoices including the total invoice charge, the months for which the invoice applies, and reference number xxxx. Invoices must be submitted to the billing address below not more often than monthly.

Electronic invoices sent to contracting@oic.wa.gov are preferred.

Mailing address
Office of Insurance Commissioner
Attn: Contracting
PO Box 40255
Olympia, WA 98504-0255

Payment is considered timely if made by the AGENCY within thirty (30) calendar days after receipt of properly completed invoices. Payment, or in the case of Electronic Funds Transfer, notice of payment will be sent to the address designated by the CONTRACTOR in association with the statewide payee information on file with DES. It is the responsibility of the CONTRACTOR to ensure their statewide payee information is accurate. If the CONTRACTOR does not have a payee number, the CONTRACTOR will be required to obtain one before payment will be made.

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

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

Overpayments

Contractor must refund to AGENCY the full amount of any erroneous payment or overpayment within thirty (30) days of such notice.

Subcontractor payments reporting requirement

This Contract is subject to compliance tracking using the State’s business diversity management system, Access Equity (B2Gnow). Access Equity is web-based and can be accessed at the Office of Minority and Women’s Business Enterprises at <https://omwbe.diversitycompliance.com/>. The Contractor and all Subcontractors shall report and confirm receipt of payments made to the Contractor and each Subcontractor through Access Equity. The Contractor may contact [redacted] at [redacted] for technical assistance in using the Access Equity system. User guides and documentation related to Contractor and Subcontractor access to and use of Access Equity are available online at <https://omwbe.wa.gov/access-equity-help-center>. The Public Owner reserves the right to withhold payments from the Contractor for non-compliance with this section. For purposes of this section, Subcontractor means any subcontractor working on the Contract, at any tier and regardless of status as certified WMBE or Non-WMBE.

The Contractor shall:

- a. Register and enter all required Subcontractor information into Access Equity no later than 15 days after the Public Owner creates the Contract Record.
- b. Complete the required user training (two (2) one-hour online sessions) no later than 20 days after the Public Owner creates the Contract Record.
- c. Report the amount and date of all payments (i) received from the Public Owner, and (ii) paid to Subcontractors, no later than [redacted] issuance of each payment made by the Public Owner to the Contractor, unless otherwise specified in writing by the Public Owner, except that the Contractor shall mark as “Final” and report the final Subcontractor payments) into Access Equity no later than thirty (30) days after the final payment is due the Subcontractor(s) under the Contract, with all payment information entered no later than sixty (60) days after end of fiscal year.
- d. Monitor contract payments and respond promptly to any requests or instructions from the Public Owner or system-generated messages to check or provide information in Access Equity.
- e. Coordinate with Subcontractors, or Public Owner when necessary, to resolve promptly any discrepancies between reported and received payments.
- f. Require each Subcontractor to: (i) register in Access Equity and complete the required user training; (ii) verify the amount and date of receipt of each payment from the Contractor or a higher tier Subcontractor, if applicable, through Access Equity; (iii) report payments made to any lower tier Subcontractors, if any, in the same manner as specified herein; (iv) respond promptly to any requests or instructions from the Contractor or system-generated messages to check or provide information in Access Equity; and (v) coordinate with Contractor, or Public Owner when necessary, to resolve promptly any discrepancies between reported and received payments.

Contract management

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

CONTRACTOR Contract Manager

Name
Organization
Mailing Address
City, State ZIP
360.xxx.xxxx
email

AGENCY Contract Manager

Name
Office of Insurance Commissioner
PO Box 40255
Olympia, WA 98504-0255
360.xxx.xxxx
xxxx@oic.wa.gov

From time to time, CONTRACTOR or AGENCY contacts may change. Any change to the CONTRACTOR or AGENCY representative listed above must be provided to the other party by email notification. The party in receipt of the change notice will confirm receipt of the notice by email notification to the party initiating the change.

Data classification, sharing and security

CONTRACTOR acknowledges that some of the material and information that may come into its possession or knowledge in connection with this contract or its performance may consist of Public Information, Sensitive Information, Confidential Information, and/or Confidential Information Requiring Special Handling as defined below.

Public Information: information that can be or currently is released to the public. It does not need protection from unauthorized disclosure, but does need integrity and availability protection controls.

Sensitive Information: information that may not be specifically protected from disclosure by law, but is for official use only. Sensitive information is generally not released to the public unless specifically requested.

Confidential Information: information that is specifically protected from disclosure by law. Confidential Information includes: personal information about individuals, such as financial account information, regardless of how that information is obtained; information concerning employee personnel records; information regarding IT infrastructure and security of computer and telecommunications systems.

Confidential Information Requiring Special Handling: information that is specifically protected from disclosure by law and for which especially strict handling requirements are dictated, such as by statutes, regulations, or agreements; or serious consequences could arise from unauthorized disclosure, such as threats to health and safety, or legal sanctions.

Information received under this contract may be *list highest level of confidentiality that will be shared.*

CONTRACTOR agrees to protect all material and information, other than Public Information, obtained under this contract as Confidential Information, unless notified by the AGENCY in writing to treat the material or information with lessened or heightened protections.

CONTRACTOR will not make use of material and information for any purpose other than the performance of this contract. CONTRACTOR will release information obtained under this contract, other than Public Information, only to authorized employees, agents, or subcontractors, requiring such information for the purposes of carrying out this contract, and only after such persons have signed the nondisclosure agreement provided to the CONTRACTOR by the AGENCY.

CONTRACTOR will not release, divulge, publish, transfer, sell, disclose, or otherwise make the material and information known to any other party, person or entity except as provided in this contract.

CONTRACTOR agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access, use, disclosure, modification or loss to material and information collected, used, or acquired in connection with this Contract. All Confidential Information, and information treated as Confidential Information, stored by the CONTRACTOR will be encrypted using industry standard algorithms or cryptographic modules validated by the National Institute of Standards and Technology (NIST).

Confidential Information transmitted by the CONTRACTOR to the AGENCY or to any employee, agent, or subcontractor under this agreement must be made using a method that ensures:

- 1. All manipulations or transmissions of data during the exchange are secure.
- 2. If intercepted during transmission the data cannot be deciphered.
- 3. When necessary, confirmation is received when the intended recipient receives the data.
- 4. Encryption methods use industry standard algorithms, or cryptographic modules validated by the National Institute of Standards and Technology (NIST).

CONTRACTOR's records are subject to inspection, review or audit in accordance with the Records maintenance section of Exhibit A, General Terms and Conditions. Any breach of this provision may result in termination of the Contract.

AGENCY reserves the right to monitor, audit, or investigate the use of material or information collected, used, or acquired by CONTRACTOR through this contract.

Immediately upon expiration or termination of this Contract, CONTRACTOR must return all material and information to AGENCY, destroy the individual identifiers associated with the records or record information, and notify this agency to this effect in writing and take whatever other steps AGENCY requires of CONTRACTOR to protect AGENCY's material and information.

Prior to disclosure of any information received under this contract, CONTRACTOR must collect completed Notice of Nondisclosure forms for each employee, agent, or subcontractor that will have access to material and information for this contract. CONTRACTOR must ensure that Notice of Nondisclosure forms are available for inspection upon AGENCY request.

AGENCY Policy Acknowledgement

CONTRACTOR staff will adhere to applicable AGENCY policies, as identified by AGENCY, while on-site and/or while working with AGENCY staff. Applicable policies and an acknowledgement form will be provided for CONTRACTOR review and acknowledgment; completed forms must be provided to AGENCY prior to work commencing on this contract.

Insurance

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

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

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

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

- 2. Automobile Liability. In the event that services delivered pursuant to this contract involve the use of vehicles, either owned or unowned by the CONTRACTOR, automobile liability insurance must 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.
- 3. The insurance required must be issued by an insurance company/ies authorized to do business within the state of Washington, and must name the state of Washington, its agents and employees as additional insureds under the insurance policy/ies.

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

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

Assurances

AGENCY 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 must be resolved by giving precedence in the following order:

1. Applicable federal and state of Washington statutes and regulations;
2. Special terms and conditions as contained in this basic contract instrument;
3. Exhibit A – General Terms and Conditions;
4. 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 statements or representations, written or oral, will be deemed a part hereof.

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

THIS CONTRACT, consisting of XXXX (X) pages and XXXX (X) attachments, is executed by the persons signing below, who warrant they have the authority to execute the contract.

CONTRACTOR

Office of Insurance Commissioner

Signature

Signature

Name

Name

Title

Title

Date

Date

General Terms and Conditions

Definitions

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

- A. "AGENCY" shall mean the Insurance Commissioner, WA State, any division, section, office, unit, or other entity of the AGENCY, or any of the officers or other officials lawfully representing that AGENCY.
- B. "AGENT" shall mean the Commissioner, and/or the delegate authorized in writing to act on the Commissioner's behalf.
- C. "CONTRACTOR" shall mean that firm, provider, organization, individual or other entity performing service(s) under this contract and shall include all employees of the CONTRACTOR.
- D. "SUBCONTRACTOR" shall mean one not in the employment 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" means SUBCONTRACTOR(s) in any tier.

Access to data

The CONTRACTOR shall provide access to data generated under this contract to AGENCY, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the CONTRACTOR'S reports, including computer models and methodology for those models.

Advance payments prohibited

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

Amendments

This contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

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 AGENCY.

Attorneys' fees

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

Confidentiality/safeguarding of information

The CONTRACTOR shall not use or disclose any information concerning the AGENCY, or information that may be classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of the AGENCY, or as may be required by law.

Conflict of interest

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONTRACTOR terminate this contract if it is found after due notice and examination by the AGENT that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONTRACTOR in the procurement of, or performance under this contract.

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

Confidential information breach – required notification

CONTRACTOR must notify AGENCIES contract manager within five Business Days of discovery of any Breach or suspected Breach of Confidential Information.

CONTRACTOR will take steps necessary to mitigate any known harmful effects of such unauthorized access including, but not limited to, sanctioning employees, and taking steps necessary to stop further unauthorized access. CONTRACTOR agrees to indemnify and hold AGENCIES harmless for any damages related to unauthorized use or disclosure of Confidential Information by CONTRACTOR, its officers, directors, employees, Subcontractors, or agents.

Any breach of this clause may result in termination of the Contract and the demand for return or disposition (Attachment 1, Section 6) of all Confidential Information.

CONTRACTOR's obligations regarding Breach notification survive the termination of this Contract and continue for as long as CONTRACTOR maintains the Confidential Information and for any breach or possible breach at any time.

Copyright provisions

Unless otherwise provided, all materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the AGENCY. The AGENCY

shall be considered the author of such materials. In the event the materials are not considered "works for hire" under the U.S. Copyright laws, CONTRACTOR hereby irrevocably assigns all right, title, and interest in materials, including all intellectual property rights, to the AGENCY effective from the moment of creation of such materials.

Materials means all items in any format and includes, but is not limited to, data, 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.

For materials that are delivered under the contract, but that incorporate pre-existing materials not produced under the contract, CONTRACTOR hereby grants to the AGENCY a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The CONTRACTOR warrants and represents that CONTRACTOR has all rights and permissions, including intellectual property rights, moral rights, and rights of publicity, necessary to grant such a license to the AGENCY.

The CONTRACTOR shall exert all reasonable effort to advise the AGENCY, at the time of delivery of materials furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document that was not produced in the performance of this contract.

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

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 agents maintained by the CONTRACTOR for securing business.

The AGENCY shall have the right, in the event of breach of this clause by the CONTRACTOR, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

Disallowed costs

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

Disputes

Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with AGENT.

1. The request for a dispute hearing must:
 - Be in writing.
 - State the disputed issue(s).
 - State the relative positions of the parties.
 - State the CONTRACTOR’S name, address, and contract number; and
 - Be mailed to the AGENT and the other party’s (respondent’s) contract manager within 3 working calendar days after the parties agree that they cannot resolve the dispute.
2. The respondent shall send a written answer to the requester’s statement to both the agent and the requester within 5 working calendar days.
3. The AGENT shall review the written statements and reply in writing to both parties within 10 working days. The AGENT may extend this period if necessary, by notifying the parties.
4. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

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

Duplicate payment

The AGENCY shall not pay the CONTRACTOR, if the CONTRACTOR has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same services or expenses.

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 the Superior Court for Thurston County.

Indemnification

To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend, and hold harmless State, agencies of State and all officials, agents, and employees of State, from and against all claims for injuries or death arising out of or resulting from the performance of the contract.

“Claim,” as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney’s fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom.

CONTRACTOR’S 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'S obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees, and officials.

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

Independent capacity of the contractor

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

Industrial insurance coverage

The CONTRACTOR shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the CONTRACTOR fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, AGENCY may collect from the CONTRACTOR the full amount payable to the Industrial Insurance accident fund. The AGENCY may deduct the amount owed by the CONTRACTOR to the accident fund from the amount payable to the CONTRACTOR by the AGENCY under this contract and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the CONTRACTOR.

Licensing, accreditation, and registration

The CONTRACTOR shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements/standards, necessary for the performance of this contract.

Limitation of authority

Only the AGENT or AGENT'S 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 or any clause or condition of this contract is not effective or binding unless made in writing and signed by the AGENT.

Noncompliance with nondiscrimination laws

In the event of the CONTRACTOR'S non-compliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled, or terminated in whole or in part, and the CONTRACTOR may be declared ineligible for further contracts with the AGENCY. The CONTRACTOR shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

Nondiscrimination

1. Nondiscrimination Requirement. During the term of this Contract, CONTRACTOR, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, CONTRACTOR, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which CONTRACTOR, or subcontractor, has a collective bargaining or other agreement.
2. Obligation to Cooperate. CONTRACTOR, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that CONTRACTOR, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
3. Default. Notwithstanding any provision to the contrary, AGENCY may suspend CONTRACTOR, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until AGENCY receives notification that CONTRACTOR, including any subcontractor, is cooperating with the investigating state agency. In the event CONTRACTOR, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), AGENCY may terminate this Contract in whole or in part, and CONTRACTOR, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. CONTRACTOR or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
4. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, CONTRACTOR, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. AGENCY shall have the right to deduct from any monies due to CONTRACTOR or subcontractor, or that thereafter become due, an amount for damages CONTRACTOR or subcontractor will owe AGENCY for default under this provision.

Privacy

Personal information including, but not limited to, "Protected Health Information," collected, used, or acquired in connection with this contract shall be protected against unauthorized use, disclosure, modification, or loss. CONTRACTOR shall ensure its directors, officers, employees, SUBCONTRACTORS, or agents use personal information solely for the purposes of accomplishing the services set forth herein. CONTRACTOR and its SUBCONTRACTORS agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as otherwise required by law.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The CONTRACTOR agrees to indemnify and hold harmless the

AGENCY for any damages related to the CONTRACTOR'S unauthorized use of personal information.

Publicity

The CONTRACTOR agrees to submit to the AGENCY all advertising and publicity matters relating to this contract wherein the AGENCY'S name is mentioned, or language used from which the connection of the AGENCY'S name may, in the AGENCY'S judgment, be inferred or implied. The CONTRACTOR agrees not to publish or use such advertising and publicity matters without the prior written consent of the AGENCY.

Records maintenance

The CONTRACTOR shall maintain 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 that 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 AGENCY, personnel duly authorized by the AGENCY, the Office of the State Auditor, and federal and state officials so authorized by law, regulation, or agreement.

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

Registration with department of revenue

The CONTRACTOR shall complete registration with the Washington State Department of Revenue 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 AGENCY, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

Savings

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

Severability

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

Site security

While on AGENCY premises, CONTRACTOR, its agents, employees, or SUBCONTRACTORS shall conform in all respects with physical, fire or other security policies or regulations.

Subcontracting

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

Additionally, the CONTRACTOR is responsible for ensuring that all terms, conditions, assurances, and certifications set forth in this agreement are carried forward to any subcontracts.

CONTRACTOR and its SUBCONTRACTORS agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as provided by law.

If a SUBCONTRACTOR is used, CONTRACTOR is obligated to complete the vendor registration in Access Equity. Access Equity is a secure online vendor management system (B2GNow). Confidential information (Tax ID, etc.) will not be published. CONTRACTORS that have previously registered with B2Gnow for any public entity, must verify the system has updated information. CONTRACTORS can access the system at <https://omwbe.diversitycompliance.com/> or through a direct link on the Office of Minority and Women's Business Enterprises (OMWBE) website at: <https://omwbe.wa.gov/>.

Each month during the contract, the CONTRACTOR will report payments to ALL SUBCONTRACTORS through the Access Equity system. This monthly reporting information includes total payment in dollars made to the SUBCONTRACTOR, payment dates, and any additional information required to verify payment to SUBCONTRACTORS. The CONTRACTOR will enter this payment information into the Access Equity system, and the SUBCONTRACTORS will verify this payment information in the system. Online training is available through the Access Equity/B2Gnow system. This requirement applies to both CONTRACTORS and SUBCONTRACTORS.

Suspension of services due to change in funding/Non-allocation of funds

Except as otherwise provided in this contract, the AGENCY may, by 10 calendar days written email notice, beginning on the day after the notice is sent, suspend this contract, in whole or in part, if there is a change in funding or non-allocation of funds. If this contract is so suspended, the AGENCY shall be liable only for payment required under the terms of this contract for

services rendered or goods delivered prior to the effective date of suspension. The AGENCY reserves the right to, at any time, cancel the suspension of this contract by written email notice. Upon cancellation of any suspension, all terms and conditions within this contract remain in full force and effect.

Taxes

All payments accrued because of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the CONTRACTOR or its staff shall be the sole responsibility of the CONTRACTOR.

Termination for cause

In the event the AGENCY determines the CONTRACTOR has failed to comply with the conditions of this contract in a timely manner, the AGENCY has the right to suspend or terminate this contract. Before suspending or terminating the contract, the AGENCY shall notify the CONTRACTOR in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the CONTRACTOR shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising, and staff time.

The AGENCY reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the CONTRACTOR from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the CONTRACTOR or a decision by the AGENCY to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the CONTRACTOR: (1) was not in default; or (2) failure to perform was outside of his or her control, fault, or negligence. The rights and remedies of the AGENCY provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

Termination for convenience

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

Termination procedures

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

The AGENCY shall pay to the CONTRACTOR the agreed upon price, if separately stated, for completed work and services accepted by the AGENCY, and the amount agreed upon by the CONTRACTOR and the AGENCY for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by the AGENCY, and (iv) the protection and preservation of property, unless the termination is for default, in which case the AGENT shall determine the extent of the liability of the AGENCY. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. The AGENCY may withhold from any amounts due the CONTRACTOR such sum as the AGENT determines to be necessary to protect the AGENCY against potential loss or liability.

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

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

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

Treatment of assets

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

- B. Any property of the AGENCY furnished to the CONTRACTOR shall, unless otherwise provided herein or approved by the AGENCY, be used only for the performance of this contract.
- C. The CONTRACTOR shall be responsible for any loss or damage to property of the AGENCY that results from the negligence of the CONTRACTOR or which results from the failure on the part of the CONTRACTOR to maintain and administer that property in accordance with sound management practices.
- D. If any AGENCY property is lost, destroyed, or damaged, the CONTRACTOR shall immediately notify the AGENCY and shall take all reasonable steps to protect the property from further damage.
- E. The CONTRACTOR shall surrender to the AGENCY all property of the AGENCY prior to settlement upon completion, termination, or cancellation of this contract
- F. All reference to the CONTRACTOR under this clause shall also include CONTRACTOR'S employees, agents, or SUBCONTRACTORS.

U.S. Department of Treasury, Office of Foreign Assets Control

The agency complies with U.S. Department of the Treasury, Office of Foreign Assets Control (OFAC) payment rules. OFAC prohibits financial transactions with individuals or organizations, which have been placed on the OFAC Specially Designated Nationals (SDN) and Blocked Persons sanctions list located at <http://www.treas.gov/offices/enforcement/ofac/index.html>. Compliance with OFAC payment rules ensures that the agency does not conduct business with individuals or organizations that have been determined to be supporters of terrorism and international drug dealing or that pose other dangers to the United States.

Prior to making payment to individuals or organizations, the agency will download the current OFAC SDN file and compare it to agency and statewide vendor files. In the event of a positive match, the agency reserves the right to: (1) make a determination of "reasonability" before taking the positive match to a higher authority, (2) seek assistance from the Washington State Office of the State Treasurer (OST) for advanced assistance in resolving the positive match, (3) comply with an OFAC investigation, if required, and/or (4) if the positive match is substantiated, notify the CONTRACTOR in writing and terminate the contract according to the Termination for Convenience provision without making payment. The agency will not be liable for any late payment fees or missed discounts that are the result of time required to address the issue of an OFAC match.

Waiver

Waiver of any default or breach shall not be deemed a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this contract unless stated to be such in writing and signed by authorized representative of the AGENCY.

Exhibit C

Diverse Business Inclusion Plan

OIC, in accordance with Washington law and to the maximum extent practicable, encourages and supports small and diverse businesses to compete for and participate in state procurements as contractors and as subcontractors to awarded Vendors. *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).

Definitions

For purposes of this Competitive Solicitation, the following terms have the following meanings:

Minority-Owned Business: Limited to entities certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) as a minority-owned business (MBE). *See, RCW 39.19.120* and [WAC 326-20](#).

Woman-Owned Business: Limited to entities certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) as a woman-owned business (WBE). *See, RCW 39.19.120* and [WAC 326-20](#).

Veteran-Owned Business: Limited to entities certified by the Washington State Department of Veterans Affairs (WDVA) as a Certified Veteran-Owned Business. *See, RCW 43.60A.010(7)* & [RCW 43.60A.190](#).

Washington Small Business: Limited to entities that meet the following three (3) requirements:

1. *Location.* The entity'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 entity's headquarters where business decisions are made and the location for the entity's books and records as well as the entity's senior management personnel.
2. *Size.* The entity 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 the entity's federal income tax return, or its return filed with the Washington State Department of Revenue (WDOR) over the previous three consecutive years.
3. *WEBS Certification.* Vendor must have certified its Washington Small Business status in Washington's Electronic Business Solution ([WEBS](#)).

See, RCW 39.26.010(22) & .010(13).

Information and Instructions

1. As part of the Diverse Business Inclusion Plan, Vendor must include an anticipated list of small/diverse subcontractors who may assist Vendor in fulfilling contractual obligations, if Vendor is awarded a Contract pursuant to this Competitive Solicitation. This list should identify any subcontractors who are small/diverse businesses as defined above.

- a. If awarded, the Vendor's Diverse Business Inclusion Plan will be incorporated into the terms and conditions of the resulting Contract.
2. Vendors must describe their efforts in engaging and reducing any barriers to participation by small/diverse businesses, including outreach, education/mentorship, and process changes designed to increase small/diverse business participation.
3. If the proposed subcontractors are self-identified diverse businesses, Vendor will encourage and support efforts for their certification with the appropriate Washington state agencies.
4. The small/diverse business goals set forth herein are voluntary. Vendors will not be considered non-responsive if the Diverse Business Inclusion Plan has a zero small/diverse business participation amount. OIC, however, encourages Vendors to be proactive in engaging small/diverse business participation. No minimum level of small/diverse business participation is required as a condition for receiving a Contract award.

Vendor's Diverse Business Inclusion Plan

1. Vendor's Anticipated Diverse Business Participation
 List Vendor's anticipated small/diverse business category participation goals for subcontractor participation, if Vendor is awarded a Contract. Vendors may list any goal amount. These goals are aspirational goals for Vendor's use of small/diverse business subcontractors, if awarded a Contract pursuant to this Competitive Solicitation.

Diverse Business Participation Goals		
Small/Diverse Business category	OIC Goals	Anticipated Percent of Contract Amount
Minority-Owned Business	10%	
Woman-Owned Business	6%	
Veteran-Owned Business	5%	
Washington Small Business	5%	

2. Vendor's Diverse Business Subcontracting list
 Provide the entity information of the relevant small/diverse business subcontractors that Vendor anticipates utilizing, if awarded a Contract pursuant to this Competitive Solicitation. Please identify the names of the entities as they are listed in Washington's Electronic Business Solution (WEBS) and provide the entity's applicable certification numbers (for Minority, Woman, and Veteran-Owned entities).

Subcontractor List	
State certification category	List of Entities
Minority-Owned Businesses	
Woman-Owned Businesses	
Veteran-Owned Businesses	
Washington Small Businesses	

3. Describe Vendor's Plan to Meet or Exceed Vendor's Voluntary Diverse Business Inclusion Plan – Subcontractors Goals, Including Outreach.
Response:

4. Identify Vendor's Primary Contact for Vendor's Diverse Business Inclusion Plan Goals.
Response:

Vendor commits to a make a genuine effort to achieve the proposed subcontract amounts with small/diverse business subcontractors as stated above. Vendor will develop a comprehensive outreach strategy that will engage small/diverse businesses registered with the State of Washington in WEBS.

Vendor's Authorized Representative

Dated Signed

Exhibit D

Business certification form

Please complete this form, selecting the description that best fits your business.

Business Name: _____

Federal Tax ID: _____

The business named above best fits which of the following descriptions:

- Microbusiness as defined in RCW 39.26.010
Any business entity, including a sole proprietorship, corporation, partnership, or other legal entity, that (a) Is owned and operated independently from all other businesses; **and** (b) has a gross revenue of less than one million dollars annually as reported on its federal tax return or on its return filed with the department of revenue.
- Minibusiness as defined in RCW 39.26.010
Any business entity, including a sole proprietorship, corporation, partnership, or other legal entity, that (a) Is owned and operated independently from all other businesses; **and** (b) has a gross revenue of less than three million dollars, but one million dollars or more annually as reported on its federal tax return or on its return filed with the department of revenue.
- Small business as defined in RCW 39.26.010
An in-state business, including a sole proprietorship, corporation, partnership, or other legal entity, that (a) Certifies, under penalty of perjury, that it is owned and operated independently from all other businesses and has either: (i) Fifty or fewer employees; **or** (ii) A gross revenue of less than seven million dollars annually as reported on its federal income tax return or its return filed with the department of revenue over the previous three consecutive years;

OR

(b) Is certified with the [Office of Women and Minority Business Enterprises](#) under chapter 39.19 RCW.

- Veteran-owned business
An in-state business, including a sole proprietorship, corporation, partnership, or other legal entity, that is certified with the [Washington State Department of Veteran Affairs](#).
- None of the above

This form must be signed and dated by a person authorized to legally bind the organization to these statements, such as the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship.

Name

Title

Signature

Date