

REQUEST FOR PROPOSALS

1556-532

Project Title: Enterprise Project Manager – Security Infrastructure

Estimated Contract Period: April 30, 2015 through April 29, 2017. Amendments extending the period of performance, if any, shall be at the sole discretion of DSHS.

Proposal Due Date: All Proposals must arrive by 3 p.m. Pacific Standard time on March 19, 2015.

Submit Proposal To: **Proposal delivered Electronically:**
Sarah MacLean, RFP Coordinator
maclesr@dshs.wa.gov

WEBS: <https://fortress.wa.gov/ga/webs/>
Procurement Website: <http://www.dshs.wa.gov/CCS/>

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SECTION A. SUMMARY OF PROJECT

1. Purpose of Request for Proposals

The agency is seeking contracted project management to support agency efforts to plan and implement recommended solution(s) through the procurement and implementation of security infrastructure, and secondarily to modifying business processes to limit access to confidential data. Multiple projects are anticipated with likely parallel activities.

2. Background

The protection of private and confidential data is mandated by the Federal Information Security Management Act (FISMA), Washington State Office of the Chief Information Officer (OCIO) rules and various other regulations such as Health Insurance Portability and Accountability Act (HIPAA), the Social Security Administration, etc.

The Department has many programs, systems and personnel that capture, store and have access to confidential and special handling information. This is required by programs as a part of their business process. While it is essential to capture this information to meet business needs, it is also required to ensure appropriate administrative, physical and technical safeguards around this data in accordance with federal and state data protection mandates.

3. Project Scope

At a minimum, the Project Manager will:

Have overall project management responsibility during project planning and implementation phases. Project management responsibilities include:

- Working with DSHS management team, project team and stakeholders to develop and gain acceptance of:
 - Project Charters to include definition of overall project scope and governance
 - Communications Plans for introducing and implementing project outcomes
 - Resource Plans for implementation of any agency-level tools necessary to achieve the goals of this effort
 - Implementation Plans for the implementation aspects of process change and tool deployment within the agency
 - Technical and business requirements for tool solution(s)
 - Advanced Planning Document(s) (APD) for federal funding match
- Develop and maintain project management plans that address key project planning areas and supporting processes. These plans should be based on Project Management Institute (PMI) best practices. Where possible, the use of

existing ISSD and/or DSHS templates and processes is encouraged. Key project management plan areas include, but are not limited to, Issue Management, Risk Management, Communications, Budget Management, Schedule Management, and Stakeholder Management.

- Based on established project management plans, actively monitor activities to ensure they are occurring as planned and plans are effective.
- Develop the project work plan (schedule) for the planning phase using Microsoft Project™ and ensure that:
 - Tasks are documented at a sufficient level of detail;
 - Resources are assigned to each task;
 - Deliverables are clearly identified;
 - Task durations are documented and are realistic;
 - Task dependencies are documented;
 - The documented work plan is achievable with a high degree of certainty;
- Establish, manage and continuously improve work plan management processes and controls to ensure the work plan is current. Execute these processes as planned and escalate compliance issues.
- Work with the Program Manager and project team to prepare the project budget and spending plan. Develop adequate budgetary monitoring and controls to ensure the project stays within this spending plan. Produce budget/spending reports as needed.
- Prepare routine and ad hoc status reports for the project team and oversight bodies. These reports include updates to the DSHS Management Team and Executive Committee.
- Based on the risk management plan, routinely identify and assess project risks and identify mitigation strategies when appropriate. Monitor risks to ensure mitigations are deployed when needed and these mitigations are monitored for effectiveness.
- Based on the issue management plan, manage issues that arise to ensure the right staff are involved in appropriate resolution tasks on a timely basis.
- Coordinate and monitor the day-to-day work of the project staff, including all State and contracted resources, to ensure duties are performed with high quality and on-time results.
- Manage internal and external stakeholder relationships during the life of the project.
- Management of all procurement activities for procurement of security tool implementation vendor (s) to include:

- Solicitation and documentation of requirements at the level of detail necessary for the RFP
- Management of all procurement activities, including:
 - Development of the strategy and scoring tools and/or other materials
 - Facilitation of the RFP evaluation, selection process and contract negotiations.
- Once a contract is in place, oversee the firm's performance of its contractual obligations. Establish appropriate control mechanisms to ensure that the State does not accept or pay for deliverables if quality or other stated expectations are not met.
- If needed, participate in development of transition plans that will support a seamless transition of project functions and knowledge transfer from the project team to maintenance functions and maintenance staff.
- Ensure the project and project work remains in compliance with all State and Federal laws, policies and standards.

4. Minimum Qualifications

Three (3) years of experience managing medium and/or high risk technology projects. Experience must have been in the direct provision of enterprise project management services from the planning phase through implementation working with diverse stakeholder groups in a highly technical environment. This experience must include primary responsibility for creating and maintaining key project management planning components and actively and effectively managing the project based on these plans. Key project management areas include but are not limited to:

- Project Charter
- Work Breakdown Structure and project schedule/work plan
- Staffing Plan and resource tracking
- Budget creation, monitoring and controls
- Communication Plan (include routine status reports to stakeholders, sponsors and oversight bodies)
- Deliverables Management
- Change Management
- Issue Management
- Risk Management
- Quality Assurance/Quality Control

Experience must also include development of Advanced Planning Documents (APD) for federal funding match.

5. Funding

DSHS has budgeted an amount not to exceed \$584,640 for this project. DSHS may reject any Proposal in excess of that amount. The budgeted amount will not change regardless of whether the Contractor is an individual or a team. Any contract awarded is contingent upon the availability of funding.

6. Auxiliary Aids and Services

DSHS will provide access to this RFP document to individuals with disabilities. Please contact the RFP Coordinator to request auxiliary aids and services for this RFP.

If an individual believes that the department has discriminated on the basis of a disability, please contact the DSHS Investigations Unit (IU) for the Nondiscrimination Policy Brochure and complaint process. The brochure can be found at

<http://www.dshs.wa.gov/sites/default/files/SESA/publications/documents/22-171.pdf>.

7. Minority & Women's Business Enterprises (MWBE) and Veteran-Owned Business Enterprises

In accordance with the legislative findings and policies set forth in RCW 39.19, 43.60A.200, and 39.29.052, the State of Washington encourages participation by veteran-owned business enterprises and Minority- & Women-Owned Business Enterprises (MWBE), either self-identified or certified by, respectively, the Department of Veterans Affairs or the Office of Minority & Women's Business Enterprises (OMWBE). While the State does not give preferential treatment, it does seek equitable representation from the veterans, minority and women's business communities.

Participation by veteran-owned and MWBE contractors may be either on a direct basis in response to this RF* or as a subcontractor to a contractor. However, no preference will be given in the evaluation of Bids, no minimum level of MWBE or veteran-owned business participation shall be required, and Bids will not be evaluated, rejected, or considered non-responsive on that basis.

Bidders may contact the Office of Minority & Women's Business Enterprises (OMWBE) at <http://www.omwbe.wa.gov/index.shtml> and/or the Department of Veterans Affairs at <http://www.dva.wa.gov/BusinessRegistry/default.aspx> to obtain information on certified firms for potential sub-contracting arrangements or for information on how to become certified.

Nothing in this section is intended to prevent or discourage participation from non-MWBE firms or non-veteran-owned businesses.

8. Definitions. The following terms which appear in this RFP have the meaning that is defined below for the purposes of this RFP:

- a. Apparently Successful Bidder - A Bidder selected as having submitted a successful Proposal, based on the final determination of DSHS management taking into consideration the Bidder's final Proposal score and which Proposal(s) best meet the needs of DSHS. The Bidder is considered an "Apparently" Successful Bidder until a contract is finalized and executed.
- b. Agency – The Department of Social and Health Services is the agency of the State of Washington that is issuing this RFP.
- c. Bidder - An individual, organization, public or private agency, or other entity submitting a Proposal in response to this RFP.
- d. Contractor – Individual or Company whose Proposal has been accepted by the Agency and is awarded a fully executed, written contract.
- e. Issue - To mail, post, or otherwise release this RFP as a public document to interested parties.
- f. Key Personnel - Staff being proposed to do the work under this Proposal.
- g. Proposal - All material prepared and assembled by a Bidder, and which the Bidder submits in response to this RFP.
- h. Protest - An objection by the Bidder, in writing, protesting the results of this RFP, and which complies with all requirements of this RFP.
- i. RCW - Revised Code of Washington. (All references to RCW chapters or sections shall include any successor, amended, or replacement statute.)
- j. RFP - Request for Proposals; i.e., this RFP document.
- k. RFP Coordinator - The person named in this RFP as the RFP Coordinator, or the RFP Coordinator's designee within Central Contract Services. The sole point of contact within DSHS regarding this RFP for potential Bidders and other interested parties.
- l. Statement of Work - A statement of the work or services which the Contractor is to perform under any contract awarded, and which is generally in the form of an exhibit attached to the contract.
- m. Submit - To deliver to the DSHS RFP Coordinator any of several documents described in this RFP and in the manner specified in this RFP.
- n. WAC - Washington Administrative Code. (All references to WAC chapters or sections shall include any successor, amended, or replacement regulation.)
- o. WEBS – Washington's Electronic Business Solution. DSHS encourages all bidders to register with WEBS at <https://fortress.wa.gov/ga/webs/>.

SECTION B. PROCUREMENT PROCESS

1. Procurement Contact Information

Upon release of this RFP, all communications concerning this RFP must be directed only to the RFP Coordinator listed below. Any communication directed to DSHS staff or consultants, other than the RFP Coordinator, may result in disqualification.

Contact: Sarah MacLean, DSHS RFP Coordinator
Department of Social & Health Services
Operations Support & Services Division
Central Contract and Legal Services

Mailing Address: P.O. Box 45811
(Optional) Olympia, WA 98504-5811

Physical Address: 1115 S. Washington Street
(Optional) Olympia, WA 98504

Telephone: 360/664.6050

E-mail Address: sarah.maclea@dsht.wa.gov

2. Acceptance of RFP Terms

The Bidder acknowledges that the submission of a Proposal which includes a signed Bidder Certification and Assurances Form, attached as Exhibit A, constitutes a binding offer.

3. Procurement Schedule

The Procurement Schedule outlines the tentative schedule for important action dates and times. All dates after the proposal submission due date are approximate and may be adjusted as conditions indicate, without amending this document. It is the Bidder's sole responsibility to periodically check the DSHS procurement website, and/or WEBS, for amendments to this document.

Figure 1. **PROCUREMENT SCHEDULE**

Item	Action	Date
1.	DSHS Issues RFP	February 5, 2015
2.	Bidder may submit written questions and comments until 3 p.m. Pacific Time	February 13, 2015
3.	DSHS will Issue responses.	February 18, 2015
4.	Bidders may submit written complaints by 3 p.m. Pacific Time.	March 12, 2015
5.	Bidder must submit Proposal by 3 p.m. Pacific Time	March 19, 2015
6.	DSHS evaluation of Proposals	March 24, 2015 – March 26, 2015
7.	Bidder Oral Presentations if determined to be necessary by DSHS	March 31, 2015 – April 2, 2015
8.	DSHS notifies Apparently Successful Bidder and begins contract negotiations	April 3, 2015
9.	DSHS notifies unsuccessful Bidders	April 3, 2015
10.	Bidders may request Debriefing until 3 p.m. Pacific Time	April 7, 2015
11.	DSHS holds debriefing conferences, if requested	April 10, 2015
12.	Unsuccessful Bidders may submit Protest(s) until 3 p.m. Pacific Time	April 17, 2015
13.	DSHS considers and responds to any Protests	April 17, 2015 – April 24, 2015
14.	Contract Execution	Anticipated April 30, 2015

4. **Contract**

DSHS intends to award **one contract** to provide the services described in this RFP.

The term of the Contract will be *two* years commencing upon the start date or execution date, whichever is later. Amendments extending the period of performance, if any, shall be at the sole discretion of DSHS. The term of the contract may be extended by amendment *two* times for up to *one* year per amendment.

Additional services that are appropriate to the scope of this RFP, as determined by DSHS, may be added to the resulting contract by a written amendment mutually agreed to and executed by both parties.

5. Ethics

Specific restrictions apply to contracting with current or former state employees pursuant to RCW 42.52. Bidders should familiarize themselves with the requirements prior to submitting a Proposal.

In addition, as described in Section C.1, *Administrative Requirements*, below, Bidders must include, in their Letter of Submittal, a list identifying any current or former state employees who are employed by, or subcontracted with, Bidder. The list must include the name of the employee or subcontractor, the individual's employment history with the State of Washington, and a statement of the individual's involvement with the response to, or their proposed role in providing the services under a contract resulting from this solicitation.

If the Bidder has no employees or subcontractors that are current or former employees of the state of Washington, then the Letter of Submittal should so state.

6. Insurance

The Apparently Successful Bidder must comply with the insurance requirements identified in the sample contract attached hereto as an exhibit.

7. Proprietary information/public disclosure

Materials submitted in response to this RFP shall become the property of DSHS and the proposals shall be deemed public records as defined by RCW 42.56.

The Bidder's Proposal must include a statement on the Letter of Submittal identifying the pages of its Proposal, if any, which contain information the Bidder considers proprietary. Each page claimed to be proprietary must be clearly marked by stating the word "Proprietary" on the lower right hand corner. Bidders must be reasonable in designating information as proprietary or confidential.

Bidders may not mark their entire Proposal proprietary. Doing so will not be honored and will disqualify your Proposal from further consideration.

If DSHS receives a request to view or copy a Bidder's Proposal, DSHS will respond according to applicable law and DSHS's policy governing public disclosure. DSHS will not disclose any information marked "Proprietary" in a Proposal without giving the Bidder ten (10) days notice to seek relief in superior court per RCW 42.56.540.

Do not include any DSHS client information in your proposal. Doing so will disqualify your proposal from further consideration. If you wish to include examples of any forms or processes, use a blank form or ensure client information is redacted.

8. Communications

All communications concerning this RFP must be directed only to the RFP Coordinator. Any communication directed to DSHS staff or consultants, other than the RFP Coordinator, may result in disqualification. Proposals should be based on the material contained in this RFP, any related amendment(s), and any questions and answers directed through the RFP Coordinator.

9. Questions and Answers

Bidders may e-mail or mail written questions to the RFP Coordinator. Questions will be accepted until the date set forth in the Procurement Schedule. Early submission of questions is encouraged. Questions and answers will be posted on the DSHS Procurement website. Bidders may only rely on written statements Issued by the RFP Coordinator. Any oral communications are unofficial and are not binding on DSHS.

10. Bidder Comments Invited

Bidders are encouraged to review the mandatory requirements of this RFP carefully, and submit any comments and recommendations to the RFP Coordinator. Where mandatory requirements appear to prohibit or restrict participation by your organization or firm, an explanation of the issue with suggested alternative language should be submitted in writing to the RFP Coordinator by the deadline for Bidders Questions and Comments set forth in the *Procurement Schedule* (Section B.3).

11. Bidder Complaints Regarding Requirements

Bidders may submit any complaints they have concerning the RFP requirements up to 5 business days prior to the bid response deadline. Bidders may submit specific complaints to the RFP Coordinator if the Bidder believes the RFP unduly constrains competition or contains inadequate or improper criteria. The complaint must be made in writing to the RFP Coordinator before the Bidder Complaints due date set forth in the *Procurement Schedule* (Section B.3) and must clearly articulate the basis for the complaint as well as include a proposed remedy. The solicitation process may continue.

These complaints will **not** be handled through the protest procedures outlined in Section B.21 *Protest*; however, the RFP Coordinator will forward a copy of the complaint to the DSHS Contracts Administrator. Should a Bidder complaint identify a change that would be in the best interest of the DSHS to make, DSHS may modify this RFP accordingly. The DSHS decision is final; no further administrative appeal is available.

12. RFP Amendments

DSHS reserves the right, at any time before execution of a contract, to amend all, or a portion, of this RFP. Amendments will be posted on the DSHS Procurements Web site and/or WEBS. If there is any conflict between amendments or between an amendment and this document, whichever document was issued last in time shall be controlling.

13. Retraction of this RFP

DSHS reserves the right to retract this RFP in whole, or in part, at any time without penalty.

14. Submission and Contents of Proposals

a. Submission of Proposal

Proposals must be prepared and submitted in their entirety no later than the proposal submission date and time specified in the Procurement Schedule. The Proposal must be sent to the RFP Coordinator electronically as an attachment to an email using the email address specified in Section B.1, Procurement Contact Information.

The email subject line must identify the email as "Response to RFP # 1556-532."

The "receive date/time" shown on the DSHS email system will be used as the official time stamp but may not reflect the actual time received.

Bidders should allow sufficient time to ensure timely receipt by the RFP Coordinator. DSHS will disqualify any Proposal and withdraw it from consideration if it is received after the proposal submission due date and time.

DSHS assumes no responsibility for delays caused by Bidder's e-mail, network problems, or any other party.

Please contact the RFP Coordinator if you wish to arrange an alternative submission method. **No other submission methods will be accepted unless agreed to by the RFP Coordinator in writing prior to the Proposal deadline.**

All Proposals and any accompanying documentation and material become the property of DSHS and will not be returned.

Acceptable Electronic Formats (Software) for Submission of Offers

- (1) Files must be formatted in Portable Document Format (Adobe Acrobat PDF) or Microsoft Office XP and lower versions of Microsoft Word, Excel,

or PowerPoint.

- (2) **Spreadsheet documents must** be submitted in Microsoft Excel and in a live, **unprotected** file that includes all formulas, macros, and computations that are relied on or used to calculate any rates or values presented therein.
- (3) When scanning documents to be submitted in PDF format, scanner resolution should be set to at least 200 dots per inch.
- (4) Other electronic format. If you wish to submit an offer using any format other than described here, e-mail the RFP Coordinator who issued the solicitation. Please submit your request at least ten (10) calendar days before the scheduled closing date of the solicitation. Request a decision as to the format acceptability and make sure you receive approval of the alternate format **before** using it to send your proposal.
- (5) Please note that we cannot accept compressed or “.zip” files due to security concerns.

NOTE: DSHS cannot receive emails that are larger than 30MB. To keep file sizes to a minimum, Bidders are cautioned not to use unnecessary graphics in their proposal. If your Proposal approaches or exceeds 30MB, you must break it up and send it by more than one email so that no single email exceeds 30MB.

b. Format of Proposal

- (1) The Bidder must use a font size of 12 or larger.
- (2) Proposals must address the sections of this RFP in the same order as presented here, with the same headings.
 - (a) Table of Contents
 - (b) Section 1: Administrative Requirements
 - (c) Section 2: Technical Proposal
 - (d) Section 3: Management/Experience and Qualifications Proposal
 - (e) Section 4: Cost Proposal

15. Non-responsive Proposals

All Proposals will be reviewed by the RFP Coordinator to determine compliance with administrative requirements and instructions specified in this RFP. DSHS may reject or withdraw a Proposal at any time as nonresponsive for any of the following reasons:

a. Incomplete Proposal

- b. Submission of a proposal that proposes services that deviate from the technical requirements set forth in this document
- c. Failure to comply with any part of this RFP or any exhibit to this RFP
- d. Submission of incorrect, misleading, or false information

16. Minor Irregularities

DSHS may waive minor administrative irregularities related to any Proposal.

17. Cost to Prepare Proposal

DSHS will not be liable for any costs incurred by the Bidder in preparing, submitting, or presenting a Proposal for this RFP.

18. Joint Proposals

If Bidders submitted a joint Proposal, with one or more other Bidders, the Bidders must designate the prime Bidder. The prime Bidder will be DSHS sole point of contact, will sign the contract and any amendments, and will bear sole responsibility for performance under the contract.

19. Exhibits

Exhibits to this RFP are:

- Exhibit A - Bidder Certification and Assurances Form
- Exhibit B - Sample Contract
- Exhibit C – Contractor Intake

Bidders should download a complete copy of this RFP and all attached exhibits, as listed above. The procurement documents can be accessed at <http://www.dshs.wa.gov/fsa/central-contract-services/procurements-and-contracting> or WEBS at <https://fortress.wa.gov/ga/webs/>. Bidders who experience difficulty downloading the documents should contact the RFP Coordinator.

20. Withdrawal of Proposals

After a Proposal has been submitted, a Bidder may withdraw its Proposal at any time up to the proposal submission date and time specified in the Procurement Schedule. A written request to withdraw the Proposal, signed by an authorized representative of the Bidder, must be submitted to the RFP Coordinator. After withdrawing a Proposal, the Bidder may submit another Proposal at any time up to the proposal submission date and time.

21. Notify Bidders

DSHS will notify the Apparently Successful Bidder in writing of its selection on or

about the date and time specified in the Procurement Schedule, via mail or e-mail. DSHS will also notify unsuccessful Bidders on or about the date and time specified in the Procurement Schedule.

22. Bidder Debriefing Conference

All Bidders may request a debriefing conference by submitting a request in writing to the RFP Coordinator by mail or email by the date and time specified in the Procurement Schedule.

Debriefing conferences will be held in accordance with the Procurement Schedule. A debriefing conference may, at DSHS's option, be conducted either in person or by telephone and is limited to a maximum of one hour in length.

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

- Critique of Proposal based on evaluators' comments; and
- Review of final score in comparison with other Bidders' final scores without identifying the other Bidders.

DSHS will not identify the other Bidders or allow review of their Proposals or evaluations during debriefing.

23. Protest

In order to Submit a Protest under this RFP, a Bidder must have submitted a Proposal for this RFP, and must have requested and participated in a debriefing conference.

This protest process is the sole administrative remedy available within DSHS. The following is the process for filing a Protest:

a. Grounds for Protest. A Protest may be made based on these grounds only:

- (1) Mathematical errors were made by DSHS in computing the score;
- (2) DSHS failed to follow the procedures established in this RFP document, or to follow applicable State or federal laws or regulations; or
- (3) Bias, discrimination, or conflict of interest on the part of an evaluator.

b. Protest Form and Content

A Protest must state all of the facts and arguments upon which the Protest is based, and the grounds for the Protest. It must be in writing and signed by a person authorized to bind the Bidder to a contractual relationship. At a minimum, the Protest must include:

- (1) The name of the protesting Bidder, mailing address and phone number, and the name of the individual responsible for submission of the Protest;
- (2) The RFP number and title;
- (3) A detailed and complete statement of the specific action(s) by DSHS under protest;
- (4) The grounds for the Protest;
- (5) Description of the relief or corrective action requested.

Bidders may attach to their Protest any documentation they have to offer in support.

c. Submitting a Protest

Protests must be in writing and must be signed. Bidders must mail or hand-deliver their Protest to the RFP Coordinator. Protests may not be submitted by fax or email. DSHS must receive the written Protest within five (5) business days after the debriefing conference.

d. Protest Process

The RFP Coordinator will forward the Protest to the DSHS designated Protest Coordinator with copies of the following:

- (1) this RFP and any amendments,
- (2) the protesting Bidder's Proposal,
- (3) the evaluators' scoring sheets, and
- (4) any other documents showing evaluation and scoring of the Proposal in question.

DSHS will follow these procedures in reviewing a Protest:

- (1) DSHS will conduct an objective review of the Protest, based on the contents of the written Protest and the above materials provided by the RFP Coordinator.
- (2) DSHS will send the Protestor a written decision within five (5) business days after DSHS receives the Protest, unless more time is required to review the Protest and make a determination. The protesting Bidder will be notified by the RFP Coordinator if additional time is necessary.

DSHS will make a final determination of the Protest and will either:

- (1) Find that the Protest lacks merit and uphold DSHS's actions;
- (2) Find that any errors in the RFP process or in DSHS's conduct did not

influence the outcome of the RFP, and uphold DSHS's actions; or

- (3) Find merit in the Protest and provide options for corrective action by DSHS which may include:
 - (a) That DSHS correct any errors and re-evaluate all Proposals affected by its determination of the Protest;
 - (b) That DSHS reissue the RFP document; or
 - (c) That DSHS make other findings and take such other action as may be appropriate.

24. Execution of the Contract

The Apparently Successful Bidder is expected to sign a contract with DSHS and any subsequent amendments that may be required to address specific work or services as needed. A sample contract is attached as Exhibit B.

DSHS reserves the right to negotiate the specific wording of the Statement of Work, based on the requirements of this RFP and the terms of the winning Proposal.

If the Apparently Successful Bidder fails or refuses to sign the contract or any subsequent amendment within ten (10) business days of delivery, DSHS may elect to cancel the award and may award the contract to the next-highest ranked finalist.

Any subcontracts necessary to perform the contract shall be subject to the prior written approval of DSHS.

SECTION C. PROPOSAL CONTENTS

The Bidder must answer all questions and must include all items requested in the order requested for the Proposal to be considered responsive. The Bidder must address every section of the RFP, even though certain items may not be scored.

1. Administrative Requirements (Section 1 of Proposal)

The Bidder must respond to each item in the same order in which they appear.

a. Letter of Submittal

Bidders must include a signed Letter of Submittal on Bidder's official business letterhead stationery as the first page of Section 1. Signing the Letter of Submittal indicates that the Bidder accepts the terms and conditions of RFP 1556-532.

The Bidder's Letter of Submittal must include the following:

- (1) Name, address, principal place of business, telephone number, fax number, and e-mail address of legal entity or individual with whom contract would be written;
- (2) The name of the contact person for this RFP;
- (3) A detailed list of all materials and enclosures included in the Proposal;
- (4) A list of all RFP amendments downloaded by the Bidder from the DSHS Procurements Web site and/or WEBS, if applicable, and listed in order by amendment number and date. If there are no RFP amendments, the Bidder must include a statement to that effect;
- (5) A statement substantiating that the person who signs the letter is authorized to contractually bind the Bidder's firm;
- (6) Identification of the page numbers on the Bidder's Proposal that are marked "Proprietary or Confidential" Information;
- (7) A list identifying any current or former state employees who are employed by, or subcontracted with, Bidder. The list must include the name of the employee or subcontractor, the individual's employment history with the State of Washington, and a statement of the individual's involvement with the response to, or their proposed role in providing services under a contract resulting from this solicitation.
If the Bidder has no employees or subcontractors that are current or former employees of the state of Washington, then the Letter of Submittal must so state; and
- (8) Any statements describing variations between the Bidder's Proposal and the requirements of this RFP.

(9) Prior Contract Performance

Bidders must submit full details of all Terminations for Default that have been experienced by the Bidder in the past five (5) years, including the other party's name, address, and telephone number.

"Termination for Default" is defined as notice to Bidder to stop performance due to the Bidder's non-performance or poor performance and the issue was either: (a) not litigated; or (b) litigated and such litigation determined the Bidder to be in default.

Bidders must describe the deficiencies in performance, and describe whether and how the deficiencies were remedied. Bidders must present any other information pertinent to its position on the matter. Bidders must present any such information in its completion of the Bidder's Letter of Submittal.

DSHS will evaluate the information and may, at its sole discretion, reject the Bidder's proposal if the information indicates that completion of a Contract or Work Order resulting from this RFP may be jeopardized by selection of the Bidder. If the Bidder has experienced no such Terminations for Default in the past five years, the Bidder must so declare in the Bidder's Letter of Submittal.

b. Bidder Certification and Assurances Form

Bidders must submit a completed Bidder Certification and Assurances Form, Exhibit A. Please sign and include any attachments that are necessary.

c. Exceptions and/or Proposed Revisions Section

Bidders are required to include any and all exceptions and/or revisions to the sample contract language as part of their response. DSHS will not consider changes to contract language or negotiate any new language that is submitted after the Bidder's response.

d. Reference Section

The Bidder must provide a list of at least three (3) references of entities for which the Bidder has performed similar services. The references should include the names, telephone numbers, dates of services, and a brief description of the similar services the Bidder provided them in the past. References will only be contacted for finalist(s).

NOTE: If references are being scored, remove this section.

2. **Technical Proposal (Section 2 of Proposal)**

General Requirements: In this section of the Proposal, the Bidder is to provide a description of the Proposal which is consistent with the goals and objectives of the project and demonstrates the Bidder's understanding of the skills and resources required to successfully accomplish the objectives of the project and assure timely completion of deliverables.

Numbering of Responses. Please number each response so that it corresponds to the question number. The response must begin with a restatement of the question followed by the Bidder's response to the question. A reference to another section will not suffice, each answer must stand alone.

Attachments. Attachments must be labeled and tabbed and the question number to which it responds must be indicated.

Points Awarded for Responses. The number in parentheses after each question or requirement represents the maximum number of points that may be awarded for the Bidder's response to that question or requirement.

The total number of available points is 25 points.

a. Approach to Project Management (5 points)

The successful Vendor will be responsible for the overall management of the project.

1. Describe your project management process and the methodology that will be used for this project.
2. Provide sample project reports from previously managed projects and describe how the projects were constructed, statused, and reported.
3. Explain how you will interact with DSHS staff and how you generally interact with diverse stakeholder and other contractors or consultants.

b. Project Scheduling Experience (5 points)

The successful Vendor will be required to have experience managing projects using scheduling software. The successful Vendor will be required to create and maintain the project schedule in Microsoft Project, DSHS's standard project scheduling tool. DSHS's rule of thumb related to the level of detail in the schedule is one to two week task duration where practical to enable DSHS staff and the successful Vendor to track and monitor progress. Inclusion of milestones within each of the project phases is important as well.

1. Describe your plan for accomplishing this scheduling requirement including any previous experience using Microsoft Project.
2. Provide samples of previous project schedules and describe your skill level.
3. Describe the Basis of Estimate (BOE) including specific estimating guidelines used to determine work effort for project planning purposes. Describe any additional project management tools that may be used during the project.

c. Project Status and Exception Report Requirements (5 points)

The successful Vendor will be required to provide written status reports to DSHS Project Manager on a weekly basis throughout the project as well as an electronic copy of the current project schedule in Microsoft Project format. More frequent verbal or written reports or electronic files may be required as deemed necessary by DSHS Project Manager. The Vendor will also be required to regularly update the Project Management Plan throughout the project to accurately reflect all elements of the planned activity. DSHS Project Manager or designee prior to incorporation into the Project Management Plan must agree upon any such changes.

1. Provide a proposed format for the written weekly status report.
2. Provide examples of any other reports commonly used to report exceptions and/or project status.

d. Tracking, Issue Resolution, and Change Management (5 points)

The successful Vendor, in partnership with DSHS, will be responsible for using an issue resolution process for recording and tracking any system development problems, issues, and changes.

1. Describe your proposed process for managing issues, problems, and changes.
2. Explain by whom and how issues, problems, and changes should be resolved.

e. Development of an Advanced Planning Document (5 points)

The successful Vendor, in partnership with DSHS, will be responsible for developing an Advanced Planning Document.

1. Describe your method of developing an Advanced Planning document.

3. Management, Experience and Qualifications Proposal (Section 3 of Proposal)

General Requirements: In this section of the proposal, the Bidder is to discuss project organization and the knowledge, skills, abilities, and experience of the proposed team members. The contract resulting from this procurement will require that any change in key staff (as identified in Bidder's response to this procurement) will be subject to prior DSHS acceptance. The contract will also provide that DSHS may request that Bidder remove selected staff on one (1) day's notice and provide replacement staff without impacting the schedule.

Numbering of Responses. Please number each response so that it corresponds to the question number. The response must begin with a restatement of the question followed by the Bidder's response to the question. A reference to another section will not suffice, each answer must stand alone.

Attachments. Attachments must be labeled and tabbed and the question number to which it responds must be indicated.

Points Awarded for Responses. The number in parentheses after each question or requirement represents the maximum number of points that may be awarded for the Bidder's response to that question or requirement.

The total number of available points is 100 points.

a. Executive Summary (20 points)

The executive summary should describe the Bidder's response at a high level in terms of project approach, perspective, staffing, skill levels, and overall Work Description. It should demonstrate that the Bidder understands the scope and objectives of the project.

The Bidder should describe the risks associated with this project, critical success factors and actions DSHS should consider throughout the project. Explain why the proposed approach will support the successful completion of this project for DSHS, and why DSHS should select your proposed approach. This summary should give the reader a strong general overview of the management responses of the Bidder.

Scores for this section will be based upon, but not limited to, the degree to which the executive summary demonstrates that the Bidder understands DSHS's needs and is consistent with the goals and objectives of the project, the degree to which project risks and critical success factors are identified and addressed, the overall strength of the summary in terms of completeness and depth, the Bidder's ability/willingness to partner and ensure skills transfer, the Bidder's flexibility and creativity, and the Bidder's ability to prove a case for action.

b. Organization and Skills (20 points)

This section discusses project organization and the knowledge, skills, abilities, and experience of the Bidder and proposed Project Manager and Project Management Team members.

- Provide a description of the proposed project staffing/organization and how the team will be managed during the course of the project, including any subcontractors. DSHS will expect the ASB to staff the project with the individuals described in the response. Any changes to such staffing will be subject to DSHS approval. The Bidder must commit that staff identified in its proposal will actually perform the assigned work. Any staff substitution must have the prior approval of DSHS.
- State the name, the title or position, and telephone number of the individual who would have primary responsibility for the project resulting from this procurement. Disclose who within the firm will have primary responsibility and final authority for the work under the proposed contract. Name other individuals providing service on the project.
- Based on the Project Scope outlined in this solicitation, identify responsibilities and qualifications of staff who will be assigned to the potential contract and amount of time each will be assigned to the project.
- Provide an organizational chart of your firm 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 firm. This chart must also show lines of authority to the next senior level of management.

Scores for this section will be based upon, but not limited to, the soundness of the proposed team members roles, responsibilities and qualifications, the overall viability of the proposed approach, and the degree to which the proposed staffing approach optimizes the ability to implement projects quickly, ensures the transfer of knowledge to any assigned DSHS staff, and reflects a willingness/ability to partner with DSHS.

c. Project Manager/Team Qualifications and Skills (20 points)

The response to this question should clearly show how the proposed Project Manager/Team meets the Minimum Qualifications.

Bidders must describe one or more recent, projects of similar size and complexity as the DSHS Security Infrastructure projects managed by the Bidder's proposed Project Manager/Team. Identify the customer of the project(s) and provide the customer contact information (name, telephone, e-mail, etc.).

Bidders must provide a detailed resume for the Bidder's proposed Project Manager/Team that includes:

- A description of the qualifying work the proposed Project Manager/Team has performed. Each job/work assignment must include at a minimum:
 - Job Title

- Supervisor/Manager Name
 - Customer Name or Name of Company worked for
 - Supervisor and Customer titles, mailing addresses, telephone numbers and e-mail addresses
 - Description of the proposed Project Manager's roles and responsibilities while performing this work
 - Dates of the job/work assignment
- The resume should include relevant education, experience, significant accomplishments and other pertinent information.

Scores for this section will be based upon, but not limited to, how the proposed Project Manager/Team meets the minimum qualifications and the soundness of the proposed Project Manager/Team's qualifications and experience.

d. Continuity of Personnel (20 points)

Describe the Bidder's policies, plans, and intentions regarding maintaining continuity of personnel assignments throughout the performance of any contract resulting from this procurement. Address how availability of any of the proposed staff for this project could be impacted from existing contracts to which they are currently assigned or from other potential contracts for which they are proposed. Where such cases exist, identify the priority DSHS would have in cases of conflict. Discuss the Bidder's plans to avoid and minimize the impact of staff changes. Identify planned back-up staff assignments.

The contract resulting from this procurement will require that any change in staff (as identified in Bidder's response to this procurement) will be subject to prior DSHS acceptance. The contract will also provide that DSHS may request that Bidder remove selected staff on one (1) day's notice and provide replacement staff without impacting the schedule.

Scores for this section will be based upon, but not limited to, the Bidder's demonstrated commitment to continuity of project staff and the Bidder's ability to maintain staff quality should a change in staff be unavoidable.

e. Experience of the Bidder (20 points)

The response to this question should clearly show how the proposed Bidder meets the Minimum Qualifications.

Bidders and their Project Management Team members must have conducted a minimum of three (3) successful projects. For this requirement, "conducted" means that the referenced projects have completed implementation. Projects where the services have not, or are in the process of being put in place will not satisfy this requirement. The Bidder and their Project Management Team members must have had primary responsibility for various phases of the projects including project management over the

duration of the project from planning to implementation, analysis, and website and process design.

At least one of the projects must have been of similar size and complexity to the DSHS Security Infrastructure Project.

Clearly describe the scope and scale of those projects. Describe why your experience positions your firm as the best candidate for this project. The desired format for an experience matrix is below.

Identify projects by Bidder or subcontractor and describe the nature and extent of the involvement with security infrastructure projects. Bidder and subcontractor experience must be listed separately.

Include in this section any other experience deemed relevant by the Bidder. While Bidders are required to have completed a minimum of three (3) projects to be qualified to respond, they may describe as many projects as they deem appropriate to adequately convey their experience and qualifications.

Complete the following table for the minimum three projects. Add additional projects if you wish

Project Name:
Start and End Date:
Customer and Type of Business:
Project Description, Role of Firm, and End Result:
Proposed Team Members Who Were Involved in the Project:
List Subcontractors and Describe Their Involvement with the Project:
Project Name:
Start and End Date:
Customer and Type of Business:
Project Description, Role of Firm, and End Result:
Proposed Team Members Who Were Involved in the Project:
List Subcontractors and Describe Their Involvement with the Project:
Project Name:
Start and End Date:
Customer and Type of Business:
Project Description, Role of Firm, and End Result:
Proposed Team Members Who Were Involved in the Project:
List Subcontractors and Describe Their Involvement with the Project:

Scores for this section will be based upon, but not limited to, the degree to which the Bidder and proposed subcontractors demonstrate direct experience with all aspects of projects of similar size and complexity. Importance is given to the specific project role the Bidder/subcontractor has performed, as well as the scope and complexity of the projects in which the Bidder/subcontractor has participated. Both depth and breadth of experience is important.

f. Subcontractor Information Required (Not Scored)

In order to achieve the best combination of experience and skill, “strategic relationships” or subcontractor arrangements may be proposed. Any and all such relationships, including “advisors,” must be in the context of a subcontractor to the Bidder. The Bidder must be the prime Contractor and must agree to be liable for the performance of any proposed subcontractor.

If any such relationships are proposed, describe the subcontractor relationship with the Bidder, including previous experience with the subcontractor. Discuss the nature of the subcontractor organization and the management and reporting relationships between the Bidder and the subcontractor.

State the total percentage of performance hours to be subcontracted and the nature of the work to be performed. If no subcontracting is intended, so declare.

If any subcontractor will participate with the Bidder to an extent equal to or greater than five percent (5%) of the performance hours, provide the identifying information for the subcontractor. The information to be provided is detailed in the Section entitled Identifying Information of this solicitation document.

4. **Cost Proposal (Section 4 of Proposal)**

General Requirements: In this section of the proposal, the Bidder is to identify all costs including expenses to be charged for performing the tasks necessary to accomplish the objectives of the contract for each phase. The cost proposal must be based on the deliverables and scope of work. It must reflect all costs associated with meeting the requirements and services listed in the RFP and being offered by the Bidder as part of the Bidder's response. Evaluation of the cost proposal will be based upon the total fee for the project in accordance with the scoring section. Prices quoted shall remain fixed for the duration of the contract executed as a result of this RFP. Bidders are required to collect and pay Washington State sales tax, if applicable.

Numbering of Responses. Please number each response so that it corresponds to the question number. The response must begin with a restatement of the question followed by the Bidder's response to the question. A reference to another section will not suffice, each answer must stand alone.

Attachments. Attachments must be labeled and tabbed and the question number to which it responds must be indicated.

Points Awarded for Responses. The number in parentheses after each question or requirement represents the maximum number of points that may be awarded for the Bidder's response to that question or requirement.

The total number of available points is 50.

Bidders must propose a fixed price for each resource, including a breakdown by resource type, for the Project Manager/Team services over the life of the project. The Bidder should document the hourly rate for each proposed resource type and other costs or assumptions used to derive the monthly price. In the cost proposal, describe assumptions relating to this anticipated utilization of resources, including less than full-time hours and when each resource will transition on and off of the project. Also, Bidders should include a TOTAL cost for the life of the project. Cost efficiencies are encouraged.

SECTION D. EVALUATION

1. Evaluation Procedure

DSHS shall designate an evaluation team to review, evaluate, and score Bidder Proposals. DSHS, at its sole discretion, will select finalists for an oral presentation, if oral presentations are held. Evaluators will evaluate and score the oral presentations of Bidders selected as finalists.

2. Proposal Evaluation

DSHS will initially screen each Proposal to determine if the Bidder has complied with the stated Administrative Requirements and Submittal Instructions. If a Proposal does not meet all Administrative Requirements for this RFP, DSHS may consider the Proposal non-responsive and may withdraw it from consideration at any time. If a Proposal meets all Administrative Requirements, evaluators will score and award points up to the maximum points available for each question.

3. Scoring of Proposals

The maximum number of evaluation points available is 225. The Administrative Requirements are evaluated on a pass/fail basis. The following weighting and points will be assigned to the Proposal for evaluation purposes:

WRITTEN PROPOSAL

Technical Proposal	25 Points
Experience and Qualifications	100 Points
Cost Proposal	50 Points

Sub-Total (for Written Proposal) 175 Points

Oral Presentations [optional] (50 Points)

TOTAL 225 Points

For each question, 0 is the lowest possible score and points are awarded for the most complete answers that demonstrate the Bidder's expertise and/or experience, up to the maximum number of points listed for each question.

Cost Score

The final score for the financial/contractual evaluation will be computed by dividing the lowest responsive net financial cost by the Bidder's net financial cost. The result of these calculations will be multiplied by the overall financial points

available. See the example below:

Example: A total point for cost section equals 25

Lowest bid = \$20,000

Bidder's bid = \$25,000

$\$20,000$ divided by $\$25,000 = 0.80$ (80%)

0.80 times 25 points possible = 20 points for the cost proposal

4. Evaluation of Oral Presentations

DSHS may, after evaluating the written Proposals, elect to schedule oral presentations. The RFP Coordinator will notify finalists of the date, time, and location of the oral presentations.

DSHS will select evaluators for the oral presentations based on their qualifications, experience, and background relevant to this RFP. These evaluators may include evaluators who reviewed the written Proposals or DSHS staff who will work with the successful Bidder(s). Evaluators will score the oral presentations in accordance with RFP requirements and evaluation criteria.

5. Final Determination of Apparently Successful Bidder(s)

DSHS program staff and/or management may conduct a final review of the evaluation and scoring of finalist(s).

In this final review, DSHS may consider past or current performance of any DSHS contracts by a finalist(s), and any experience of the program or DSHS in working with a finalist(s) under any past or current contract with DSHS.

DSHS management shall make the final determination as to which Bidder(s), initially designated as finalist(s), shall be officially selected and notified as the Apparently Successful Bidder(s).

Program staff and DSHS management shall determine which Proposals reviewed during this final selection process will best meet the needs of DSHS and, specifically, the needs of the Services and Enterprise Support Administration.

Any Bidder who would be an Apparently Successful Bidder based on the scores awarded by the evaluators, and who is not selected, shall be provided, upon request, the reasons why DSHS selected a Bidder with a lower final score.

Bidder Certification and Assurances
RFP # 1556-532
Enterprise Project Manager – Security Infrastructure

Under the penalties of perjury of the State of Washington, we make the following certifications and assurances as a required element of our Proposal for RFP # 1556-532. We affirm the truthfulness of these facts and acknowledge our current and continued compliance with these certifications and assurances as part of our Proposal and any resulting contract award with DSHS.

1. We declare that all answers and statements made in the Proposal are true and correct.
2. We certify that the prices and/or cost data contained in our proposal: (a) have been determined independently, without consultation, communication or agreement with others for the purpose of restricting competition, and (b) have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before contract award, except to the extent that we have joined with other individuals or organizations for the purpose of preparing and submitting a joint proposal or unless otherwise required by law.
3. Our Proposal is a firm offer for a period of 180 days following receipt, and it may be accepted by DSHS without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 180-day period. In the case of a protest, the Bidder's Proposal will remain valid for 210 days or until the protest is resolved, whichever is later.
4. We have not been assisted by any current or former DSHS employee whose duties relate (or did relate) to this procurement and who assisted in other than his or her official, public capacity.

If there are any exceptions to these assurances or we have been assisted, we will identify on a separate page attached to this document each individual by: (a) name, (b) current address and telephone number, (c) current or former position with DSHS, (d) dates of employment with DSHS, and (e) detailed description of the assistance provided by that individual.

5. We acknowledge that DSHS will not reimburse us for any costs incurred in the preparation of our Proposal. All Proposals become the property of DSHS and we claim no proprietary right to the ideas, writings, items or samples.
6. We acknowledge that any resulting contract awards will incorporate Special Terms and Conditions, Statement of Work, and General Terms and Conditions substantially similar to the sample contract attached to the procurement document.
7. We acknowledge that if we are awarded a contract containing Business Associate requirements under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), or any other Data Security requirements, that we will incorporate the terms

of such Business Associate or Data Security requirements into all related subcontracts.

8. We will comply with these or substantially similar Special Terms and Conditions, Statement of Work, and General Terms and Conditions if awarded a contract, and will negotiate in good faith any changes or modifications.
9. We acknowledge that if awarded a contract with DSHS, we are required to comply with all applicable state and federal civil rights and other laws. Failure to comply may result in contract termination. We agree to submit additional information about our nondiscrimination policies, at any time, if requested by DSHS
10. We certify that we have a current Washington Business License, and agree to promptly provide a copy of the license if we are awarded a contract.
11. We made no attempt, nor will make any attempt, to induce any other person or firm to submit, or not submit, a proposal for the purpose of restricting competition.
12. We acknowledge and authorize DSHS to conduct a financial assessment and/or background check of our organization if DSHS considers such action necessary or advisable.
13. We acknowledge our obligation to notify DSHS of any changes in the certifications and assurances above.

Signature

Title

Organization Name

Date

	<p>IT PERSONAL SERVICE</p> <p>CONTRACT</p>	<p>DSHS Contract Number: Click here to enter text. <input type="checkbox"/> Resulting From Competition Number: <input type="text"/> <input type="checkbox"/> Sole Source</p>	
<p>This Contract is between the State of Washington Department of Social and Health Services (DSHS) and the Contractor identified below, and is governed by chapter 43.19 and 43.105 RCW.</p>		<p>Contractor Contract Number: <input type="text"/></p>	
<p>CONTRACTOR NAME Click here to enter text.</p>		<p>CONTRACTOR doing business as (DBA) Click here to enter text.</p>	
<p>CONTRACTOR ADDRESS Click here to enter text. Click here to enter text., Click here to enter text. Click here to enter text.</p>		<p>WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI) Click here to enter text.</p>	<p>DSHS INDEX NUMBER Click here to enter text.</p>
<p>CONTRACTOR CONTACT Click here to enter text.</p>	<p>CONTRACTOR TELEPHONE Click here to enter text.</p>	<p>CONTRACTOR FAX Click here to enter text.</p>	<p>CONTRACTOR E-MAIL ADDRESS Click here to enter text.</p>
<p>DSHS ADMINISTRATION Click here to enter text.</p>	<p>DSHS DIVISION Click here to enter text.</p>	<p>DSHS CONTRACT CODE Click here to enter text.</p>	
<p>DSHS CONTACT NAME AND TITLE Click here to enter text. Click here to enter text.</p>		<p>DSHS CONTACT ADDRESS Click here to enter text. Click here to enter text., Click here to enter text. Click here to enter text.</p>	
<p>DSHS CONTACT TELEPHONE Click here to enter text.</p>	<p>DSHS CONTACT FAX Click here to enter text.</p>	<p>DSHS CONTACT E-MAIL ADDRESS Click here to enter text.</p>	
<p>IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? Click here to enter text.</p>		<p>CFDA NUMBERS Click here to enter text.</p>	
<p>CONTRACT START DATE Click here to enter text.</p>	<p>CONTRACT END DATE Click here to enter text.</p>	<p>CONTRACT MAXIMUM AMOUNT Click here to enter text.</p>	
<p>EXHIBITS. The following Exhibits are attached and are incorporated into this Contract by reference: <input type="checkbox"/> Exhibits (specify): <input type="text"/> <input type="checkbox"/> No Exhibits.</p>			
<p>The terms and conditions of this Contract are an integration of and constitute the final, entire and exclusive understanding of the agreement between the parties, superseding and merging all previous agreements, writings, and communications between the parties made prior to or at the signing of this Contract. The parties signing below warrant they have read and understand this Contract, and have authority to enter into this Contract.</p>			
<p>CONTRACTOR SIGNATURE Click here to enter text.</p>	<p>PRINTED NAME AND TITLE <input type="text"/></p>	<p>DATE SIGNED</p>	
<p>DSHS SIGNATURE Click here to enter text.</p>	<p>PRINTED NAME AND TITLE <input type="text"/></p>	<p>DATE SIGNED</p>	

General Terms and Conditions

1. **Definitions.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
- a. "Central Contract Services" means the DSHS central headquarters contracting office, or successor section or office.
 - b. "Confidential Information" or "Data" means information that is exempt from disclosure to the public or other unauthorized persons under RCW 42.56 or other federal or state laws. Confidential Information includes, but is not limited to, Personal Information.
 - c. "Contract" or "Agreement" means the entire written agreement between DSHS and the Contractor, including any Exhibits, documents, or materials incorporated by reference. The parties may execute this contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
 - d. "Contracts Administrator" means the manager, or successor, of Central Contract Services or successor section or office.
 - e. "Contractor" means the individual or entity performing services pursuant to this Contract and includes the Contractor's owners, members, officers, directors, partners, employees, and/or agents, unless otherwise stated in this Contract. For purposes of any permitted Subcontract, "Contractor" includes any Subcontractor and its owners, members, officers, directors, partners, employees, and/or agents.
 - f. "Debarment" means an action taken by a Federal agency or official to exclude a person or business entity from participating in transactions involving certain federal funds.
 - g. "DSHS" or the "Department" means the state of Washington Department of Social and Health Services and its employees and authorized agents.
 - h. "Encrypt" means to encode Confidential Information into a format that can only be read by those possessing a "key"; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 128 bits.
 - i. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, Social Security Numbers, driver license numbers, other identifying numbers, and any financial identifiers.
 - j. "Physically Secure" means that access is restricted through physical means to authorized individuals only.
 - k. "Program Agreement" means an agreement between the Contractor and DSHS containing special terms and conditions, including a statement of work to be performed by the Contractor and payment to be made by DSHS.
 - l. "RCW" means the Revised Code of Washington. All references in this Contract to RCW chapters or sections shall include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at <http://apps.leg.wa.gov/rcw/>.
 - m. "Regulation" means any federal, state, or local regulation, rule, or ordinance.

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- n. "Secured Area" means an area to which only authorized representatives of the entity possessing the Confidential Information have access. Secured Areas may include buildings, rooms or locked storage containers (such as a filing cabinet) within a room, as long as access to the Confidential Information is not available to unauthorized personnel.
 - o. "Subcontract" means any separate agreement or contract between the Contractor and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Contract.
 - p. "Tracking" means a record keeping system that identifies when the sender begins delivery of Confidential Information to the authorized and intended recipient, and when the sender receives confirmation of delivery from the authorized and intended recipient of Confidential Information.
 - q. "Trusted Systems" include only the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; (2) United States Postal Service ("USPS") first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network.
 - r. "WAC" means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation. Pertinent WAC chapters or sections can be accessed at <http://apps.leg.wa.gov/wac/>.
2. **Amendment.** This Contract may only be modified by a written amendment signed by both parties. Only personnel authorized to bind each of the parties may sign an amendment.
3. **Assignment.** The Contractor shall not assign this Contract or any Program Agreement to a third party without the prior written consent of DSHS.
4. **Billing Limitations.**
- a. DSHS shall pay the Contractor only for authorized services provided in accordance with this Contract.
 - b. DSHS shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were performed.
 - c. The Contractor shall not bill and DSHS shall not pay for services performed under this Contract, if the Contractor has charged or will charge another agency of the state of Washington or any other party for the same services.
5. **Compliance with Applicable Law.** At all times during the term of this Contract, the Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to, nondiscrimination laws and regulations.
6. **Confidentiality.**
- a. The Contractor shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this Contract for any purpose that is not directly connected with Contractor's performance of the services contemplated hereunder, except:

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- (1) as provided by law; or,
 - (2) in the case of Personal Information, with the prior written consent of the person or personal representative of the person who is the subject of the Personal Information.
- b. The Contractor shall protect and maintain all Confidential Information gained by reason of this Contract against unauthorized use, access, disclosure, modification or loss. This duty requires the Contractor to employ reasonable security measures, which include restricting access to the Confidential Information by:
- (1) Allowing access only to staff that have an authorized business requirement to view the Confidential Information.
 - (2) Physically Securing any computers, documents, or other media containing the Confidential Information.
 - (3) Ensure the security of Confidential Information transmitted via fax (facsimile) by:
 - (a) Verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons.
 - (b) Communicating with the intended recipient before transmission to ensure that the fax will be received only by an authorized person.
 - (c) Verifying after transmittal that the fax was received by the intended recipient.
 - (4) When transporting six (6) or more records containing Confidential Information, outside a Secured Area, do one or more of the following as appropriate:
 - (a) Use a Trusted System.
 - (b) Encrypt the Confidential Information, including:
 - i. Encrypting email and/or email attachments which contain the Confidential Information.
 - ii. Encrypting Confidential Information when it is stored on portable devices or media, including but not limited to laptop computers and flash memory devices.
- Note: If the DSHS Data Security Requirements Exhibit is attached to this contract, this item, 6.b.(4), is superseded by the language contained in the Exhibit.**
- (5) Send paper documents containing Confidential Information via a Trusted System.
 - (6) Following the requirements of the DSHS Data Security Requirements Exhibit, if attached to this contract.
- c. Upon request by DSHS, at the end of the Contract term, or when no longer needed, Confidential Information shall be returned to DSHS or Contractor shall certify in writing that they employed a DSHS approved method to destroy the information. Contractor may obtain information regarding approved destruction methods from the DSHS contact identified on the cover page of this Contract.
- d. Paper documents with Confidential Information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of information will be protected, and the information destroyed through the recycling process. Paper documents containing Confidential Information requiring special handling (e.g. protected health information) must be destroyed on-site

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through shredding, pulping, or incineration.

- e. Notification of Compromise or Potential Compromise. The compromise or potential compromise of Confidential Information must be reported to the DSHS Contact designated on the contract within one (1) business day of discovery. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.

- 7. **Debarment Certification.** The Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (Debarred). The Contractor also agrees to include the above requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify DSHS if, during the term of this Contract, Contractor becomes Debarred. DSHS may immediately terminate this Contract by providing Contractor written notice if Contractor becomes Debarred during the term hereof.
- 8. **Governing Law and Venue.** This Contract shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.
- 9. **Independent 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 Department. The Contractor, his or her employees, or agents performing under this Contract will not hold himself/herself out as, nor claim to be, an officer or employee of the Department by reason hereof, nor will the Contractor, his or her employees, or agent make any claim of right, privilege or benefit that would accrue to such officer or employee.
- 10. **Inspection.** The Contractor shall, at no cost, provide DSHS and the Office of the State Auditor with reasonable access to Contractor's place of business, Contractor's records, and DSHS client records, wherever located. These inspection rights are intended to allow DSHS and the Office of the State Auditor to monitor, audit, and evaluate the Contractor's performance and compliance with applicable laws, regulations, and these Contract terms. These inspection rights shall survive for six (6) years following this Contract's termination or expiration.
- 11. **Maintenance of Records.** The Contractor shall maintain records relating to this Contract and the performance of the services described herein. The records include, but are not limited to, accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. All records and other material relevant to this Contract shall be retained for six (6) years after expiration or termination of this Contract.

Without agreeing that litigation or claims are legally authorized, 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.

- 12. **Order of Precedence.** In the event of any inconsistency or conflict between the General Terms and Conditions and the Special Terms and Conditions of this Contract or any Program Agreement, the inconsistency or conflict shall be resolved by giving precedence to these General Terms and Conditions. Terms or conditions that are more restrictive, specific, or particular than those contained in the General Terms and Conditions shall not be construed as being inconsistent or in conflict.
- 13. **Severability.** If any term or condition of this Contract is held invalid by any court, the remainder of the Contract remains valid and in full force and effect.
- 14. **Survivability.** The terms and conditions contained in this Contract or any Program Agreement which,

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by their sense and context, are intended to survive the expiration or termination of the particular agreement shall survive. Surviving terms include, but are not limited to: Billing Limitations; Confidentiality, Disputes; Indemnification and Hold Harmless, Inspection, Maintenance of Records, Notice of Overpayment, Ownership of Material, Termination for Default, Termination Procedure, and Treatment of Property.

15. **Contract Renegotiation, Suspension, or Termination Due to Change in Funding.**

If the funds DSHS relied upon to establish this Contract or Program Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, after the effective date of this contract but prior to the normal completion of this Contract or Program Agreement:

- a. At DSHS's discretion, the Contract or Program Agreement may be renegotiated under the revised funding conditions.
- b. DSHS's discretion, DSHS may give notice to Contractor to suspend performance when DSHS determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Contractor's performance to be resumed prior to the normal completion date of this contract.
 - (1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
 - (2) When DSHS determines that the funding insufficiency is resolved, it will give Contractor written notice to resume performance. Upon the receipt of this notice, Contractor will provide written notice to DSHS informing DSHS whether it can resume performance and, if so, the date of resumption. For purposes of this subsection, "written notice" may include email.
 - (3) If the Contractor's proposed resumption date is not acceptable to DSHS and an acceptable date cannot be negotiated, DSHS may terminate the contract by giving written notice to Contractor. The parties agree that the Contract will be terminated retroactive to the date of the notice of suspension. DSHS shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the retroactive date of termination.
- c. DSHS may immediately terminate this Contract by providing written notice to the Contractor. The termination shall be effective on the date specified in the termination notice. DSHS shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. No penalty shall accrue to DSHS in the event the termination option in this section is exercised.

16. **Waiver.** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Contract. Only the DSHS Contracts Administrator or designee has the authority to waive any term or condition of this Contract on behalf of DSHS.

Additional General Terms and Conditions – IT Personal Service Contracts:

17. **Advance Payment.** DSHS shall not make any payments in advance or anticipation of the delivery of services to be provided pursuant to this Contract.
18. **Commencement of Work.** No work shall be performed by the Contractor until the Contract is

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executed by the Contractor and DSHS and received by DSHS.

19. **Construction.** The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Contract.
20. **Contractor Certification Regarding Ethics.** The Contractor certifies that the Contractor is now, and shall remain, in compliance with Chapter 42.52 RCW, Ethics in Public Service, throughout the term of this Contract.
21. **Contractor Commitments, Warranties and Representations.** Any written commitment by the Contractor within the scope of this Contract shall be binding upon the Contractor. Failure of the Contractor to fulfill such a commitment may constitute breach and shall render the Contractor liable for damages under the terms of this Contract. For purposes of this section, a commitment by the Contractor includes: (i) Prices, discounts, and options committed to remain in force over a specified period of time; and (ii) any warranty or representation made by the Contractor in its response to the solicitation resulting in this Contract ("Bid") or contained in any Contractor or manufacturer publications, written materials, schedules, charts, diagrams, tables, descriptions, other written representations, and any other communication medium accompanying or referred to in its Bid or used to effect the sale to DSHS.
22. **Disputes.**
 - a. In the event a bona fide dispute concerning a question of fact arises between DSHS and the Contractor that cannot be resolved between the parties, either party may initiate the dispute resolution procedure provided herein.
 - b. The initiating party shall reduce its description of the dispute to writing and deliver it to the responding party. The responding party shall respond in writing within three (3) Business Days (which shall mean Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the state of Washington). The initiating party shall have three (3) Business Days to review the response. If after this review a resolution cannot be reached, both parties shall have three (3) Business Days to negotiate in good faith to resolve the dispute.
 - (1) If the dispute cannot be resolved after three (3) Business Days, a dispute resolution panel may be requested in writing by either party who shall also identify the first panel member. Within three (3) Business Days of receipt of the request, the other party will designate a panel member. Those two panel members will appoint a third individual to the dispute resolution panel within the next three (3) Business Days.
 - (2) The dispute resolution panel will review the written descriptions of the dispute, gather additional information as needed, and render a written decision on the dispute in the shortest practical time.
 - (3) Each party shall bear the cost for its panel member and share equally the cost of the third panel member.
 - c. Unless irreparable harm will result, the parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.
 - d. Both parties agree to exercise good faith in dispute resolution and to settle disputes prior to using a dispute resolution panel whenever possible.

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- e. Except to the extent that disclosure is required by applicable law or court order, all negotiations pursuant to this clause are confidential and shall be treated by the parties as statements made in compromise negotiations for purposes of the rules of evidence.
- f. DSHS and the Contractor agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this Contract that are not affected by the dispute.
- g. If the subject of the dispute is the amount due and payable by DSHS for services being provided by the Contractor, the Contractor shall continue providing services pending resolution of the dispute provided DSHS pays the Contractor the amount DSHS, in good faith, believes is due and payable, and places in escrow the difference between such amount and the amount the Contractor, in good faith, believes is due and payable.

23. Health and Safety. The Contractor shall perform any and all of its obligations under this Contract in a manner that does not compromise the health and safety of any DSHS client with whom the Contractor has contact.

24. Indemnification and Hold Harmless.

- a. The Contractor shall be responsible for and shall indemnify, defend, and hold DSHS harmless from any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines, of whatsoever kind of nature, arising out of or relating to a) the Contractor's or any Subcontractor's performance or failure to perform this Contract, or b) the acts or omissions of the Contractor or any Subcontractor.
- b. The Contractor's duty to indemnify, defend, and hold DSHS harmless from any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines shall include DSHS' personnel-related costs, reasonable attorney's fees, court costs, and all related expenses.
- c. The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the State and its agencies, officials, agents, or employees.
- d. Nothing in this term shall be construed as a modification or limitation on the Contractor's obligation to procure insurance in accordance with this Contract or the scope of said insurance.

25. 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.

26. Limitation of Liability.

- a. The parties agree that neither the Contractor nor DSHS shall be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages except a claim related to bodily injury or death, or a claim or demand based on patent, copyright, or other intellectual property right infringement, in which case liability shall be as set forth elsewhere in this Contract. This section does not modify any sections or any other conditions as are elsewhere agreed to herein between the parties. Damages resulting from termination for default or breaches of the

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Maintenance of Records clause are not consequential, incidental, indirect, or special damages as that term is used in this section.

- b. Neither the Contractor nor DSHS shall be liable for damages arising from causes beyond the reasonable control and without the fault or negligence of either the Contractor or DSHS. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of a governmental body other than DSHS acting in either its sovereign or contractual capacity, war, explosions, fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the delays must be beyond the reasonable control and without fault or negligence of the Contractor, DSHS, or their respective Subcontractors.
- c. If delays are caused by a Subcontractor without its fault or negligence, the Contractor shall not be liable for damages for such delays, unless the services to be performed were obtainable on comparable terms from other sources in sufficient time to permit the Contractor to meet its required performance schedule.
- d. Neither party shall be liable for personal injury to the other party or damage to the other party's property except personal injury or damage to property proximately caused by such party's respective fault or negligence.

27. Notice of Overpayment. If the Contractor receives a Contractor overpayment notice or a letter communicating the existence of an overpayment from DSHS, the Contractor may protest the overpayment determination by requesting an adjudicative proceeding. The Contractor's request for an adjudicative proceeding must:

- a. Be *received* by the Office of Financial Recovery (OFR) at Post Office Box 9501, Olympia, Washington 98507-9501, within twenty-eight (28) calendar days of service of the notice;
- b. Be sent by certified mail (return receipt) or other manner that proves OFR received the request;
- c. Include a statement as to why the Contractor thinks the notice is incorrect; and
- d. Include a copy of the overpayment notice.

Timely and complete requests will be scheduled for a formal hearing by the Office of Administrative Hearings. The Contractor may be offered a pre-hearing or alternative dispute resolution conference in an attempt to resolve the overpayment dispute prior to the hearing.

Failure to provide OFR with a written request for a hearing within twenty-eight (28) days of service of a Contractor overpayment notice or other overpayment letter will result in an overpayment debt against the Contractor. DSHS may charge the Contractor interest and any costs associated with the collection of this overpayment. DSHS may collect an overpayment debt through lien, foreclosure, seizure and sale of the Contractor's real or personal property; order to withhold and deliver; or any other collection action available to DSHS to satisfy the overpayment debt.

28. Ownership/Rights in Data

- a. DSHS and the Contractor agree that all data and work products (collectively called "Work Product") produced pursuant to this Contract shall be considered work made for hire under the U.S. Copyright Act, 17 U.S.C. §101 et seq, and shall be owned by DSHS. The Contractor is hereby commissioned to create the Work Product. Work Product includes, but is not limited to, discoveries, formulae, ideas, improvements, inventions, methods, models, processes, techniques, findings, conclusions,

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recommendations, reports, designs, plans, diagrams, drawings, Software, databases, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions, to the extent provided by law. Ownership includes the right to copyright, patent, register and the ability to transfer these rights and all information used to formulate such Work Product. For purposes of this contract, "Software" shall mean the object code version of computer programs licensed pursuant to this Contract. Software also means the source code version, where provided by the Contractor. Embedded code, firmware, internal code, microcode, and any other term referring to software residing in the equipment that is necessary for the proper operation of the equipment is not included in this definition of Software. Software includes all prior, current, and future versions of the Software and all maintenance updates and error corrections.

- b. If for any reason the Work Product would not be considered a work made for hire under applicable law, the Contractor assigns and transfers to DSHS the entire right, title and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.
- c. The Contractor shall execute all documents and perform such other proper acts as DSHS may deem necessary to secure for DSHS the rights pursuant to this section.
- d. The Contractor shall not use or in any manner disseminate any Work Product to any third party, or represent in any way Contractor ownership in any Work Product, without the prior written permission of DSHS. The Contractor shall take all reasonable steps necessary to ensure that its agents, employees, or Subcontractors shall not copy or disclose, transmit or perform any Work Product or any portion thereof, in any form, to any third party.
- e. Material that is delivered under this Contract, but that does not originate therefrom ("Preexisting Material"), shall be transferred to DSHS with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, display, and dispose of such Preexisting Material, and to authorize others to do so except that such license shall be limited to the extent to which Contractor has a right to grant such a license. The Contractor shall exert all reasonable effort to advise DSHS at the time of delivery of Preexisting Material furnished under this Contract, of all known or potential infringements of publicity, privacy or of intellectual property contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor agrees to obtain, at its own expense, express written consent of the copyright holder for the inclusion of Preexisting Material. DSHS shall receive prompt written notice of each notice or claim of copyright infringement or infringement of other intellectual property right worldwide received by the Contractor with respect to any Preexisting Material delivered under this Contract. DSHS shall have the right to modify or remove any restrictive markings placed upon the Preexisting Material by the Contractor.

29. Patent and Copyright Indemnification.

- a. The Contractor, at its expense, shall defend, indemnify, and hold DSHS harmless from and against any claims against DSHS that any Product or Work Product supplied hereunder, or DSHS's use of the Product or Work Product within the terms of this Contract, infringes any patent, copyright, utility model, industrial design, mask work, trade secret, trademark, or other similar proprietary right of a third party worldwide. (Product shall mean shall mean any Contractor-supplied equipment, Software, and documentation. The Contractor shall pay all costs of such defense and settlement and any penalties, costs, damages and attorneys' fees awarded by a court or incurred by DSHS provided that DSHS:

(1) Promptly notifies the Contractor in writing of the claim, but DSHS's failure to provide timely

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notice shall only relieve the Contractor from its indemnification obligations if and to the extent such late notice prejudiced the defense or resulted in increased expense or loss to the Contractor; and

(2) Cooperates with and agrees to use its best efforts to encourage the Office of the Attorney General of Washington to grant the Contractor sole control of the defense and all related settlement negotiations.

b. If such claim has occurred, or in the Contractor's opinion is likely to occur, DSHS agrees to permit the Contractor, at its option and expense, either to procure for DSHS the right to continue using the Product or Work Product or to replace or modify the same so that they become noninfringing and functionally equivalent. If use of the Product or Work Product is enjoined by a court and the Contractor determines that none of these alternatives is reasonably available, the Contractor, at its risk and expense, will take back the Product or Work Product and provide DSHS a refund. In the case of Work Product, the Contractor shall refund to DSHS the entire amount DSHS paid to the Contractor for the Contractor's provision of the Work Product. In the case of Product, the Contractor shall refund to DSHS its depreciated value. No termination charges will be payable on such returned Product, and DSHS will pay only those charges that were payable prior to the date of such return. Depreciated value shall be calculated on the basis of a useful life of four (4) years commencing on the date of purchase and shall be an equal amount per year over said useful life. The depreciation for fractional parts of a year shall be prorated on the basis of three hundred sixty-five (365) days per year. In the event the Product has been installed less than one (1) year, all costs associated with the initial installation paid by DSHS shall be refunded by the Contractor.

c. The Contractor has no liability for any claim of infringement arising solely from:

(1) The Contractor's compliance with any designs, specifications or instructions of DSHS;

(2) Modification of the Product or Work Product by DSHS or a third party without the prior knowledge and approval of the Contractor; or

(3) Use of the Product or Work Product in a way not specified by the Contractor;

unless the claim arose against the Contractor's Product or Work Product independently of any of these specified actions.

d. This Section, *Patent and Copyright Indemnification*, is intended to survive the expiration or termination of the agreement.

30. Public Records Act. The Contractor acknowledges that DSHS is subject to the Public Records Act (Chapter 42.56 RCW) and that this Contract is a public record as defined in Chapter 42.56 RCW. Any specific information that is claimed by the Contractor to be Proprietary Information must be clearly identified as such by the Contractor. "Proprietary Information" means information owned by the Contractor to which the Contractor claims a protectable interest under law. Proprietary Information includes, but is not limited to, information protected by copyright, patent, trademark, or trade secret laws. To the extent consistent with Chapter 42.56 RCW, DSHS will maintain the confidentiality of all such information marked Proprietary Information. If a public disclosure request is made to view the Contractor's Proprietary Information, DSHS will notify the Contractor of the request and of the date that such records will be released to the requester unless the Contractor obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the Contractor fails to obtain the court order enjoining disclosure, DSHS will release the requested information on the date specified.

31. Publicity. The Contractor shall not name DSHS as a customer, nor use any information related to this

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Contract, in any format or media, in any Contractor's advertising or publicity without prior written consent from DSHS.

- 32. Site Security.** While providing services at a DSHS location, the Contractor, its agents, employees, or Subcontractors shall conform in all respects with physical, fire, or other security regulations specific to the DSHS location.
- 33. Subcontracting.** Except as otherwise provided in this Contract, the Contractor shall not Subcontract any of the contracted services without the prior written approval of DSHS. Contractor is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Contract are included in any and all Subcontracts. Any failure of Contractor or its Subcontractors to perform the obligations of this Contract shall not discharge the Contractor from its obligations hereunder or diminish DSHS' rights or remedies available under this Contract.
- 34. Termination for Convenience.** DSHS may terminate this Contract in whole or in part when it is in the best interest of DSHS by giving the Contractor at least thirty (30) calendar days' written notice.
- 35. Termination for Default.** The Contracts Administrator may immediately terminate this Contract for default, in whole or in part, by written notice to the Contractor if DSHS has a reasonable basis to believe that the Contractor has:
- a. Failed to meet or maintain any requirement for contracting with DSHS;
 - b. Failed to protect the health or safety of any DSHS client;
 - c. Failed to perform under, or otherwise breached, any term or condition of this Contract; and/or
 - d. Violated any applicable law or regulation.
 - e. If it is later determined that the Contractor was not in default, the termination shall be considered a termination for convenience.
- 36. Termination or Expiration Procedure.** The following terms and conditions apply upon Contract termination or expiration:
- a. The Contractor shall cease to perform any services required by this Contract as of the effective date of termination or expiration.
 - b. If the Contract is terminated, the Contractor shall comply with all instructions contained in the termination notice.
 - c. The Contractor shall immediately deliver to the DSHS contact named on page one of this Contract, or to his or her successor, all DSHS property in the Contractor's possession. The Contractor grants DSHS the right to enter upon the Contractor's premises for the sole purpose of recovering any DSHS property that the Contractor fails to return within ten (10) calendar days of the effective date of termination or expiration of this Contract. Upon failure to return DSHS property within ten (10) calendar days, the Contractor shall be charged with all reasonable costs of recovery, including transportation.
 - d. DSHS shall be liable only for payment required under the terms of this Contract for service rendered up to the effective date of termination or expiration.
 - e. DSHS may withhold a sum from the final payment to the Contractor that DSHS determines

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necessary to protect DSHS against loss or additional liability.

- f. The rights and remedies provided to DSHS in this Section are in addition to any other rights and remedies provided at law, in equity, and/or under this Contract, including consequential and incidental damages.

37. Treatment of Property. All property purchased or furnished by DSHS for use by the Contractor during this Contract term shall remain with DSHS. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by DSHS under this Contract shall pass to and vest in DSHS. The Contractor shall protect, maintain, and insure all DSHS property in its possession against loss or damage and shall return DSHS property to DSHS upon Contract termination or expiration.

38. Taxes.

- a. Where required by statute or regulation, Contractor shall pay for and maintain in current status all taxes that are necessary for Contract performance. DSHS will pay sales or use taxes, if any, imposed on the services and materials acquired hereunder. Contractor must pay all other taxes including without limitation Washington Business and Occupation Tax, other taxes based on Contractor's income or gross receipts, or personal property taxes levied or assessed on Contractor's personal property. DSHS, as an agency of Washington State government, is exempt from property tax.
- b. 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 in accordance with the requirements of [Title 82 RCW](#) and [Title 458 WAC](#). Out-of-state Contractors must contact the Department of Revenue to determine whether they meet criteria to register and establish an account with the Department of Revenue. Refer to WAC 458-20-101 (Tax registration and tax reporting) and call the Department of Revenue at 800-647-7706 for additional information. When out-of-state Contractors are not required to collect and remit sales tax, DSHS shall be responsible for paying use tax, if applicable, directly to the Department of Revenue.
- c. All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance, or other expenses for Contractor or Contractor's staff shall be Contractor's sole responsibility.

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1. **Definitions Specific to Special Terms.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:

- a. Project Manager/Team – Staff doing the work under this contract.
- b. DSHS Management Team – DSHS Executive Secretaries, Division Directors, and other agency managers as designated.

2. **Purpose:**

- a. The purpose of this Contract is to provide Project Management services for the DSHS Security Infrastructure Project
- b. DSHS enters into this Contract as the result of DSHS RFP 1556-532.
 - (1) DSHS incorporates by reference RFP 1556-532, including all Amendments and Exhibits.
 - (2) DSHS incorporates by reference, the Contractor's written response to DSHS RFP 1556-532.

3. **Statement of Work.** The Contractor shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

The contractor shall have overall project management responsibility during project planning and implementation phases. The contractor shall:

- a. Work with DSHS management team, project team and stakeholders to develop and gain acceptance of:
 - (1) Project Charters to include definition of overall project scope and governance
 - (2) Communications Plans for introducing and implementing project outcomes
 - (3) Resource Plans for implementation of any agency-level tools necessary to achieve the goals of this effort
 - (4) Implementation Plans for the implementation aspects of process change and tool deployment within the agency
 - (5) Technical and business requirements for tool solution(s)
 - (6) Advanced Planning Document(s) (APD) for federal funding match
- b. Develop and maintain project management plans that address key project planning areas and supporting processes. These plans should be based on Project Management Institute (PMI) best practices. Where possible, the use of existing ISSD and/or DSHS templates and processes is encouraged. Key project management plan areas include, but are not limited to, Issue Management, Risk Management, Communications, Budget Management, Schedule Management, and Stakeholder Management.
- c. Based on established project management plans, actively monitor activities to ensure they are occurring as planned and plans are effective.
- d. Develop the project work plan (schedule) for the planning phase using Microsoft Project™ and ensure that:

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- (1) Tasks are documented at a sufficient level of detail;
 - (2) Resources are assigned to each task;
 - (3) Deliverables are clearly identified;
 - (4) Task durations are documented and are realistic;
 - (5) Task dependencies are documented;
 - (6) The documented work plan is achievable with a high degree of certainty;
- e. Establish, manage and continuously improve work plan management processes and controls to ensure the work plan is current. Execute these processes as planned and escalate compliance issues.
 - f. Work with the Program Manager and project team to prepare the project budget and spending plan. Develop adequate budgetary monitoring and controls to ensure the project stays within this spending plan. Produce budget/spending reports as needed.
 - g. Prepare routine and ad hoc status reports for the project team and oversight bodies. These reports include updates to the DSHS Management Team and Executive Committee.
 - h. Based on the risk management plan, routinely identify and assess project risks and identify mitigation strategies when appropriate. Monitor risks to ensure mitigations are deployed when needed and these mitigations are monitored for effectiveness.
 - i. Based on the issue management plan, manage issues that arise to ensure the right staff are involved in appropriate resolution tasks on a timely basis.
 - j. Coordinate and monitor the day-to-day work of the project staff, including all State and contracted resources, to ensure duties are performed with high quality and on-time results.
 - k. Manage internal and external stakeholder relationships during the life of the project.
 - l. Management of all procurement activities for procurement of security tool implementation vendor (s) to include:
 - (1) Solicitation and documentation of requirements at the level of detail necessary for the RFP
 - (2) Management of all procurement activities, including:
 - Development of the strategy and scoring tools and/or other materials
 - Facilitation of the RFP evaluation, selection process and contract negotiations.
 - m. Once a contract is in place, oversee the firm's performance of its contractual obligations. Establish appropriate control mechanisms to ensure that the State does not accept or pay for deliverables if quality or other stated expectations are not met.
 - n. If needed, participate in development of transition plans that will support a seamless transition of project functions and knowledge transfer from the project team to maintenance functions and maintenance staff.
 - o. Ensure the project and project work remains in compliance with all State and Federal laws, policies and standards.

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4. **Consideration.** Total consideration payable to Contractor for satisfactory performance of the work under this Contract is up to a maximum of \$584, 640, including any and all expenses, and shall be time and materials based. Payment is based on agreed upon hourly rate, to address work outlined in the Statement of Work, with direction by DSHS management.
5. **Billing and Payment.**
- a. **Invoice System.** The Contractor shall submit invoices using State Form A-19 Invoice Voucher, or such other form as designated by DSHS. Consideration for services rendered shall be payable upon receipt of properly completed invoices which shall be submitted to the Contract Manager by the Contractor not more often than monthly. The invoices shall describe and document to DSHS' satisfaction a description of the work performed, activities accomplished, the progress of the project, and fees. The rates shall be in accordance with those set forth in Section 4, Consideration, of this Contract.
 - b. **Payment.** Payment shall be considered timely if made by DSHS within thirty (30) days after receipt and acceptance by the Contract Manager of the properly completed invoices. Payment shall be sent to the address designated by the Contractor on page one (1) of this Contract. DSHS may, at its sole discretion, withhold payment claimed by the Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of this Contract.
6. **Insurance**

The Contractor shall at all times comply with the following insurance requirements.

a. **General Liability Insurance**

The Contractor shall maintain Commercial General Liability Insurance or Business Liability Insurance, including coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The policy shall include liability arising out of the parties' performance under this Contract, including but not limited to premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The State of Washington, Department of Social & Health Services (DSHS), its elected and appointed officials, agents, and employees of the state, shall be named as additional insureds.

In lieu of general liability insurance mentioned above, if the contractor is a sole proprietor with less than three contracts, the contractor may choose one of the following three general liability policies but only if attached to a professional liability policy, and if selected the policy shall be maintained for the life of the contract:

Supplemental Liability Insurance, including coverage for bodily injury and property damage that will cover the contractor wherever the service is performed with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The State of Washington, Department of Social & Health Services (DSHS), its elected and appointed officials, agents, and employees shall be named as additional insureds.

or

Workplace Liability Insurance, including coverage for bodily injury and property damage that provides coverage wherever the service is performed with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The State of Washington, Department of Social & Health Services (DSHS), its elected and appointed officials, agents, and employees of

Special Terms and Conditions

the state, shall be named as additional insureds.

or

Premises Liability Insurance and provide services only at their recognized place of business, including coverage for bodily injury, property damage with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The State of Washington, Department of Social & Health Services (DSHS), its elected and appointed officials, agents, and employees of the state, shall be named as additional insured.

b. Business Automobile Liability Insurance

The Contractor shall maintain a Business Automobile Policy on all vehicles used to transport clients, including vehicles hired by the Contractor or owned by the Contractor's employees, volunteers or others, with the following minimum limits: \$1,000,000 per accident combined single limit. The Contractor's carrier shall provide DSHS with a waiver of subrogation or name DSHS as an additional insured.

c. Professional Liability Insurance (PL)

The Contractor shall maintain Professional Liability Insurance or Errors & Omissions insurance, including coverage for losses caused by errors and omissions, with the following minimum limits: Each Occurrence - \$1,000,000; Aggregate - \$2,000,000.

d. Worker's Compensation

The Contractor shall comply with all applicable Worker's Compensation, occupational disease, and occupational health and safety laws and regulations. The State of Washington and DSHS shall not be held responsible for claims filed for Worker's Compensation under RCW 51 by the Contractor or its employees under such laws and regulations.

e. Employees and Volunteers

Insurance required of the Contractor under the Contract shall include coverage for the acts and omissions of the Contractor's employees and volunteers. In addition, the Contractor shall ensure that all employees and volunteers who use vehicles to transport clients or deliver services have personal automobile insurance and current driver's licenses.

f. Subcontractors

The Contractor shall ensure that all subcontractors have and maintain insurance with the same types and limits of coverage as required of the Contractor under the Contract.

g. Separation of Insureds

All insurance policies shall include coverage for cross liability and contain a "Separation of Insureds" provision.

h. Insurers

The Contractor shall obtain insurance from insurance companies identified as an admitted insurer/carrier in the State of Washington, with a Best's Reports' rating of B++, Class VII, or better. Surplus Lines insurance companies will have a rating of A-, Class VII, or better.

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i. Evidence of Coverage

The Contractor shall, upon request by DSHS, submit a copy of the Certificate of Insurance, policy, and additional insured endorsement for each coverage required of the Contractor under this Contract. The Certificate of Insurance shall identify the Washington State Department of Social and Health Services as the Certificate Holder. A duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this Contract, shall execute each Certificate of Insurance.

The Contractor shall maintain copies of Certificates of Insurance, policies, and additional insured endorsements for each subcontractor as evidence that each subcontractor maintains insurance as required by the Contract.

j. Material Changes

The insurer shall give the DSHS point of contact listed on page one of this Contract 45 days advance written notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the insurer shall give DSHS 10 days advance written notice of cancellation.

k. General

By requiring insurance, the State of Washington and DSHS do not represent that the coverage and limits specified will be adequate to protect the Contractor. Such coverage and limits shall not be construed to relieve the Contractor from liability in excess of the required coverage and limits and shall not limit the Contractor's liability under the indemnities and reimbursements granted to the State and DSHS in this Contract. All insurance provided in compliance with this Contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State.

l. Waiver

The Contractor waives all rights, claims and causes of action against the State of Washington and DSHS for the recovery of damages to the extent said damages are covered by insurance maintained by Contractor.

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Exhibit A – Data Security Requirements

1. **Definitions.** The words and phrases listed below, as used in this Exhibit, shall each have the following definitions:
 - a. “Authorized User(s)” means an individual or individuals with an authorized business requirement to access DSHS Confidential Information.
 - b. “Hardened Password” means a string of at least eight characters containing at least one alphabetic character, at least one number and at least one special character such as an asterisk, ampersand or exclamation point.
 - c. “Unique User ID” means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.

2. **Data Transport.** When transporting DSHS Confidential Information electronically, including via email, the Data will be protected by:
 - a. Transporting the Data within the (State Governmental Network) SGN or Contractor’s internal network, or;
 - b. Encrypting any Data that will be in transit outside the SGN or Contractor’s internal network. This includes transit over the public Internet.

3. **Protection of Data.** The Contractor agrees to store Data on one or more of the following media and protect the Data as described:
 - a. **Hard disk drives.** Data stored on local workstation hard disks. Access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.
 - b. **Network server disks.** Data stored on hard disks mounted on network servers and made available through shared folders. Access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

For DSHS Confidential Information stored on these disks, deleting unneeded Data is sufficient as long as the disks remain in a Secured Area and otherwise meet the requirements listed in the above paragraph. Destruction of the Data as outlined in Section 5. Data Disposition may be deferred until the disks are retired, replaced, or otherwise taken out of the Secured Area.

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- c. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by DSHS on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secured Area. When not in use for the contracted purpose, such discs must be locked in a drawer, cabinet or other container to which only Authorized Users have the key, combination or mechanism required to access the contents of the container. Workstations which access DSHS Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided by DSHS on optical discs which will be attached to network servers and which will not be transported out of a Secured Area. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- e. **Paper documents.** Any paper records must be protected by storing the records in a Secured Area which is only accessible to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.
- f. **Remote Access.** Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor staff. Contractor will notify DSHS staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract.
- g. **Data storage on portable devices or media.**
 - (1) Except where otherwise specified herein, DSHS Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the following protections:
 - (a) Encrypt the Data with a key length of at least 128 bits
 - (b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics.
 - (c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.

Physically Secure the portable device(s) and/or media by

 - (d) Keeping them in locked storage when not in use
 - (e) Using check-in/check-out procedures when they are shared, and

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- (f) Taking frequent inventories
 - (2) When being transported outside of a Secured Area, portable devices and media with DSHS Confidential Information must be under the physical control of Contractor staff with authorization to access the Data.
 - (3) Portable devices include, but are not limited to; smart phones, tablets, flash memory devices (e.g. USB flash drives, personal media players), portable hard disks, and laptop/notebook/netbook computers if those computers may be transported outside of a Secured Area.
 - (4) Portable media includes, but is not limited to; optical media (e.g. CDs, DVDs), magnetic media (e.g. floppy disks, tape), or flash media (e.g. CompactFlash, SD, MMC).
- h. Data stored for backup purposes.**
- (1) DSHS data may be stored on portable media as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while DSHS Confidential Information still exists upon it, such media will be destroyed at that time in accordance with the disposition requirements in Section 5. Data Disposition
 - (2) DSHS Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this exhibit. If this media is retired while DSHS Confidential Information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements in Section 5. Data Disposition.

4. Data Segregation.

- a. DSHS Data must be segregated or otherwise distinguishable from non-DSHS data. This is to ensure that when no longer needed by the Contractor, all DSHS Data can be identified for return or destruction. It also aids in determining whether DSHS Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation.
- b. DSHS Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS data. And/or,
- c. DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data. And/or,
- d. DSHS Data will be stored in a database which will contain no non-DSHS data. And/or,
- e. DSHS Data will be stored within a database and will be distinguishable from non-DSHS data by the value of a specific field or fields within database records.
- f. When stored as physical paper documents, DSHS Data will be physically segregated from non-DSHS data in a drawer, folder, or other container.

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g. When it is not feasible or practical to segregate DSHS Data from non-DSHS data, then both the DSHS Data and the non-DSHS data with which it is commingled must be protected as described in this exhibit.

5. **Data Disposition.** When the contracted work has been completed or when no longer needed, except as noted in Section 3. Protection of Data b. Network Server Disks above, Data shall be returned to DSHS or destroyed. Media on which Data may be stored and associated acceptable methods of destruction are as follows:

Data stored on:	Will be destroyed by:
Server or workstation hard disks, or Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical discs	Using a “wipe” utility which will overwrite the Data at least three (3) times using either random or single character data, or Degaussing sufficiently to ensure that the Data cannot be reconstructed, or Physically destroying the disk
Paper documents with sensitive or Confidential Information	Recycling through a contracted firm provided the contract with the recycler assures that the confidentiality of Data will be protected.
Paper documents containing Confidential Information requiring special handling (e.g. protected health information)	On-site shredding, pulping, or incineration
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a coarse abrasive
Magnetic tape	Degaussing, incinerating or crosscut shredding

6. **Notification of Compromise or Potential Compromise.** The compromise or potential compromise of DSHS shared Data must be reported to the DSHS Contact designated in the Contract within one (1) business day of discovery. If no DSHS Contact is designated in the Contract, then the notification must be reported to the DSHS Privacy Officer at dshsprivacyofficer@dshs.wa.gov. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.

7. **Data shared with Subcontractors.** If DSHS Data provided under this Contract is to be shared with a subcontractor, the Contract with the subcontractor must include all of the data security provisions within this Contract and within any amendments, attachments, or exhibits within this Contract. If the Contractor cannot protect the Data as articulated within this Contract, then the contract with the subcontractor must be submitted to the DSHS Contact specified for this contract for review and approval.

Contractor Intake Instructions

All New DSHS Contractors must:

- Complete, sign and submit the **Intake Form** to the **Department of Social and Health Services (DSHS)**.
- Register in the **Statewide Payee Registration System**. This system is maintained by the Washington State Department of Enterprise Services (DES) to process payments for **all** Washington state agencies. To register, **follow the online instructions at <http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>** . You must complete this step in order to be paid.

Please **do not** return this DSHS Contractor Intake Form to DES; they will **not** process it.

All Existing DSHS Contractors who have changed their business name or business organization, or experienced other significant changes, **must:**

- Update their information in the **Statewide Payee Registration System** by following the instructions at <http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx> .
- Complete, sign and submit a new **Contractor Intake** form to the **Department of Social and Health Services (DSHS)**.

Section One: Contractor Name/Business Organization

1. Contractor name.

- For an Individual or Sole Proprietor, enter your name as shown on your Social Security card on the "Name" line. Sole Proprietors provide Last Name, First Name, Middle Name, and Suffix.
- Other entities. Enter your business name as shown on the legal document creating the entity.

2. Business Organization. Please mark only one.

- If you are a nonresident alien foreign person or a business entity established in another state or country, the IRS may require you to complete Form W-8.
- If you are a Non-profit Corporation or a Faith-Based Non-Profit Corporation **attach a copy of your 501(c) status**.

3. Taxpayer Identification Number (TIN).

- Individual or Sole Proprietor - If you are a sole proprietor you may enter either your Social Security Number (SSN), or if you have one, your federal Employer Identification Number (EIN).
- Other Business Entities - Enter the entity's Employer Identification Number (EIN). If the entity does not have an EIN, enter the SSN of the owner of the business.
- Resident alien. - If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the SSN box.

4. Default Reported, Fiscal Year, UBI Number, and Business License

- List any contracts that you have had with the state that have been terminated for default.
- Provide your fiscal year end date.
- Provide your Washington State Uniform Business Identifier (UBI) Number.
- **Attach a copy of your State Master Business License**. You may be exempt from registering with the State of Washington under certain circumstances. For more information review: <http://bls.dor.wa.gov/faqlicense.aspx>

Section Two: Contractor Primary Address Enter the primary address information of your business. If you are completing this form for a new DSHS contract, and you want to provide a contract-specific address in addition to your primary one, please do so in Section Five.

Section Three: Contractor Ownership Check those that, in your opinion, apply to your organization. If you have a certification number, please provide that also. For the definition of microbusiness, minibusiness and small business, See RCW 39.26.010 (19), (20) and (21)

Section Four: Contractor Contact Person(s) Enter the primary contact information, and job title, for your business. If you are completing this form for a new DSHS contract, and you want to provide a contract-specific contact person other than your primary one, please do so in Section Five.

Section Five: Additional Information

1. **Contractor Additional Addresses.** If applicable, provide additional addresses used for DSHS Contracts.
2. **Contractor Additional Staff.** If applicable, provide additional staff information for DSHS Contracts. Additional staff may include those who have authority to sign a DSHS contract on behalf of the business, and are referred to as a signatory.

Section Six: Contractor Certification You must sign, date, and return this form before DSHS will issue a contract.

Contractor Intake

Section One: Contractor Name/Business Organization (DSHS staff enter on ACD Intake Detail screen)

1. CONTRACTOR NAME	DBA OR FACILITY NAME
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2. BUSINESS ORGANIZATION

<input type="checkbox"/> Individual or Sole Proprietor <input type="checkbox"/> Non-Profit Corporation (Attach a copy of 501(c) status) <input type="checkbox"/> For Profit Corporation <input type="checkbox"/> Faith Based (FBO) Non-Profit Corporation <input type="checkbox"/> Faith Based (FBO) Unincorporated <input type="checkbox"/> Governmental Entity <input type="checkbox"/> Foreign Person or Entity	<input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Liability Partnership (LLP) <input type="checkbox"/> Limited Liability Limited Partnership (LLLLP) <input type="checkbox"/> Limited Liability Company, filing as a Corporation <input type="checkbox"/> Limited Liability Company, filing as a Partnership <input type="checkbox"/> Limited Liability Company, filing as a Sole Proprietor
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If your business is **NOT** a sole proprietorship,
attach a list of the partners, members, directors, officers, and board members.

3. TAXPAYER IDENTIFICATION NUMBER (TIN) Enter your TIN in the appropriate box. <ul style="list-style-type: none"> For individuals, this may be your Social Security Number (SSN). For other entities, it is your Employer Identification Number. 	Social Security Number OR Employer Identification Number	_____ (Enter all 9 numbers, NO DASHES) _____ (Enter all 9 numbers, NO DASHES)
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4. DEFAULT REPORTED, FISCAL YEAR, UBI NUMBER, AND BUSINESS LICENSE

Have you had any contract with the state terminated for default? Yes No
 If yes, **attach a list** of terminated contracts with an explanation why each contract was terminated.

Is your fiscal year end the same as the calendar year (January 1 through December 31)? Yes No
 If the answer is no, what is your fiscal year end date? _____

What is your Washington State Uniform Business Identifier (UBI) Number? _____ (Enter all 9 numbers, NO DASHES)

Attach a copy of your current Washington State **Master Business License**.

If you do not have a Washington State Master Business License, explain below why you are exempt from registering your business with the State of Washington. (See page 1 for information on exemptions.)

Section Two: Contractor Primary Address (DSHS staff enter on ACD Intake Detail screen)

CONTRACTOR PRIMARY ADDRESS (NUMBER, STREET, AND APARTMENT OR SUITE NUMBER)	
CITY, STATE, AND ZIP CODE	
EMAIL ADDRESS	COUNTY WHERE PRIMARY ADDRESS IS (FOR OUT-OF-STATE CONTRACTORS)
PHONE NUMBER (INCLUDE AREA CODE) ()	FAX NUMBER (INCLUDE AREA CODE) ()

Section Three: Contractor Ownership Type		(DSHS staff enter, as applicable, on ACD Intake Detail screen)																											
<p>In your opinion, do you consider your business to be one or more of the following? If so, please check the boxes that apply.</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 80%;"></td> <td style="text-align: center; width: 10%;">YES</td> <td style="text-align: center; width: 10%;">NO</td> </tr> <tr> <td>Disadvantaged Business Enterprise</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Woman Owned Business Enterprise</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Minority Owned Business Enterprise</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Veteran Owned Business Enterprise</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Community Based Organization</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Microbusiness</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Minibusiness</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Small Business</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>		YES	NO	Disadvantaged Business Enterprise	<input type="checkbox"/>	<input type="checkbox"/>	Woman Owned Business Enterprise	<input type="checkbox"/>	<input type="checkbox"/>	Minority Owned Business Enterprise	<input type="checkbox"/>	<input type="checkbox"/>	Veteran Owned Business Enterprise	<input type="checkbox"/>	<input type="checkbox"/>	Community Based Organization	<input type="checkbox"/>	<input type="checkbox"/>	Microbusiness	<input type="checkbox"/>	<input type="checkbox"/>	Minibusiness	<input type="checkbox"/>	<input type="checkbox"/>	Small Business	<input type="checkbox"/>	<input type="checkbox"/>	<p>If your business is Certified by Washington State's Office of Minority and Women Owned Business Enterprises (OMWBE) http://www.omwbe.wa.gov, or Department of Veterans Affairs (DVA), enter the certification number.</p> <hr/> <hr/> <hr/> <hr/>	
	YES	NO																											
Disadvantaged Business Enterprise	<input type="checkbox"/>	<input type="checkbox"/>																											
Woman Owned Business Enterprise	<input type="checkbox"/>	<input type="checkbox"/>																											
Minority Owned Business Enterprise	<input type="checkbox"/>	<input type="checkbox"/>																											
Veteran Owned Business Enterprise	<input type="checkbox"/>	<input type="checkbox"/>																											
Community Based Organization	<input type="checkbox"/>	<input type="checkbox"/>																											
Microbusiness	<input type="checkbox"/>	<input type="checkbox"/>																											
Minibusiness	<input type="checkbox"/>	<input type="checkbox"/>																											
Small Business	<input type="checkbox"/>	<input type="checkbox"/>																											

Section Four: Contractor Primary Contact Person		(DSHS staff enter on ACD Intake Detail screen)
<p>Primary contact person is a(n):</p> <p><input type="checkbox"/> Owner <input type="checkbox"/> Officer or Board Member <input type="checkbox"/> Partner <input type="checkbox"/> Staff Member <input type="checkbox"/> Elected Official</p> <p><input type="checkbox"/> Other (please identify) _____ (DSHS staff enter as applicable on ACD)</p> <p>Is the primary contact person authorized to sign contracts? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
PRIMARY CONTACT NAME AND JOB TITLE	PHONE NUMBER (INCLUDE AREA CODE) ()	
FAX NUMBER (INCLUDE AREA CODE) ()	PRIMARY CONTACT EMAIL ADDRESS	
PAGER NUMBER (INCLUDE AREA CODE) ()	CELLULAR PHONE NUMBER (INCLUDE AREA CODE) ()	

Section Five: Additional Information		(DSHS staff enter on Intake Detail – Sub Information Summary screens)
<p>1. ADDITIONAL CONTRACTOR ADDRESSES: IF YOU HAVE MORE THAN TWO ADDITIONAL ADDRESSES, YOU MAY <u>ATTACH</u> A LISTING OF ADDITIONAL ADDRESSES.</p>		
<p>ADDRESS DESCRIPTION</p> <p><input type="checkbox"/> Billing address</p> <p><input type="checkbox"/> Facility address</p> <p><input type="checkbox"/> Mailing address</p>	<p>ADDITIONAL ADDRESS (NUMBER, STREET, AND APARTMENT OR SUITE NUMBER)</p> <hr/> <p>CITY, STATE, AND ZIP CODE</p>	
PHONE NUMBER (INCLUDE AREA CODE) ()	COUNTY WHERE PRIMARY ADDRESS IS (FOR OUT-OF-STATE CONTRACTORS)	
FAX NUMBER (INCLUDE AREA CODE) ()	EMAIL ADDRESS	
<p>ADDRESS DESCRIPTION</p> <p><input type="checkbox"/> Billing address</p> <p><input type="checkbox"/> Facility address</p> <p><input type="checkbox"/> Mailing address</p>	<p>ADDITIONAL ADDRESS (NUMBER, STREET, AND APARTMENT OR SUITE NUMBER)</p> <hr/> <p>CITY, STATE, AND ZIP CODE</p>	
PHONE NUMBER (INCLUDE AREA CODE) ()	COUNTY WHERE PRIMARY ADDRESS IS (FOR OUT-OF-STATE CONTRACTORS)	
FAX NUMBER (INCLUDE AREA CODE) ()	EMAIL ADDRESS	

2. ADDITIONAL STAFF: IF YOU HAVE MORE THAN TWO ADDITIONAL STAFF (LISTED BELOW), WHO ARE ALSO RELEVANT TO YOUR DSHS CONTRACTS, PLEASE PROVIDE INFORMATION ABOUT THOSE STAFF ON A SEPARATE PAGE.

Additional staff person is a(n):

- Officer or Board Member
 Partner
 Staff Member
 Elected Official
 Other (please identify) _____ (DSHS staff enter as applicable on ACD)

Is the additional staff authorized to sign contracts? Yes No

Is the additional staff a contact for DSHS contracts? Yes No

ADDITIONAL STAFF NAME	PHONE NUMBER (INCLUDE AREA CODE) ()
FAX NUMBER (INCLUDE AREA CODE) ()	ADDITIONAL STAFF EMAIL ADDRESS
PAGER NUMBER (INCLUDE AREA CODE) ()	CELLULAR PHONE NUMBER (INCLUDE AREA CODE) ()

Additional staff person is a(n):

- Officer or Board Member
 Partner
 Staff Member
 Elected Official
 Other (please identify) _____ (DSHS staff enter as applicable on ACD)

Is the additional staff authorized to sign contracts? Yes No

Is the additional staff a contact for DSHS contracts? Yes No

ADDITIONAL STAFF NAME	PHONE NUMBER (INCLUDE AREA CODE) ()
FAX NUMBER (INCLUDE AREA CODE) ()	ADDITIONAL STAFF EMAIL ADDRESS
PAGER NUMBER (INCLUDE AREA CODE) ()	CELLULAR PHONE NUMBER (INCLUDE AREA CODE) ()

Section Six: Contractor Certification (DSHS staff enter on ACD Intake Detail as Intake Form Date)

You must sign, date, and return this form.

I certify, under penalty of perjury as provided by the laws of the State of Washington, that all of the foregoing statements are true and correct, and that I will notify DSHS of any changes in any statement.

SIGNATURE	DATE	PRINTED NAME
		TITLE

ATTACHED SUPPORTING DOCUMENTATION CHECKLIST

- Copy of your W-9 - Request or Taxpayer Identification Number and Certification
- Copy of statement showing non-profit 501(c) status (if applicable)
- List of partners, members, directors, officers, and board members (not applicable to sole proprietors)
- Copy of your Washington State Master Business License or proof of exemption
- List of any contracts you have had with the state that have been terminated for default, including a brief explanation (if applicable)
- List of Additional Addresses (if applicable)
- List of Additional Staff (if applicable)
- Copy of your Certificate of Insurance (if applicable)