**STATE OF WASHINGTON**

**DEPARTMENT OF SERVICES FOR THE BLIND**

**SEATTLE, WASHINGTON**

# REQUEST FOR QUALIFICATIONS AND QUOTATIONS

**NO. DSB22-0025**

**PROJECT TITLE**: Assistive Technology Training for Agency Staff

**PROPOSAL DUE DATE**: August 22, 2022

**EXPECTED TIME PERIOD FOR CONTRACT**: Two (2) Years

**CONSULTANT ELIGIBILITY**: This procurement is open to those consultants that satisfy the minimum qualifications stated herein and that are available remotely or for in-person applicable assistive technology instruction in Washington State.

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# INTRODUCTION

## PURPOSE AND BACKGROUND

The purpose of this contract is to provide the Department of Services for the Blind (DSB) staff instruction in assistive technology and accessibility in the below comprehensive, but not exhaustive list of training elements below.

* Microsoft Windows, Excel, PowerPoint, Access, Teams, and OneNote
* Adaptive Hardware & Software for the visually impaired such as SuperNova, ZoomText, and/or JAWS.
* Braille Adaptive Devices and skills training
* iOS Devices
* Android
* Internet Browsers

Bidders are not required to be qualified in all the above areas but will be asked to highlight the topics they are qualified to teach.

## OBJECTIVE

The objective of this contract is to meet the assistive technology computer training needs of DSB staff on an as needed basis. The training needs can cover a wide range of skill levels, from beginning to advanced. Training may be on an individual or group basis.

The AGENCY may award one or more contracts to consultants who submit proposals as a result of this RFQQ.

## MINIMUM QUALIFICATIONS

The Contractor must be licensed to do business in the state of Washington or in the respective state where business is located.

The Contractor must have a minimumof one year experience as a successful instructor of one or more of the items below:

* Computer concepts and navigation
* Windows Office applications
* Internet and e-mail functions
* Adaptive software and hardware for the visually impaired (list of specifics will need to be provided)

Additionally, the Consultant must demonstrate the following:

* A proven track record of effective training techniques
* Experience developing and implementing computer training curriculum for users of adaptive technologies for the visually impaired
* Comprehensive tools for computer skills assessment
* Knowledge and expertise in the broad spectrum of access needs and efficient navigation strategies for Blind and low vision users
* Experience with blind and low vision issues and related disability issues

Bidders, who do not meet these minimum qualifications will be rejected as non-responsive and will not receive further consideration. Any proposal that is rejected as non-responsive will not be evaluated or scored.

## FUNDING

The overall budget for staff assistive technology training shall not exceed $50,000 per contract year. The overall amount may be divided among more than one qualified contractor. There is also no guarantee that the agency will utilize the maximum dollars allowed as training will be on an as needed basis.

In the event additional funding becomes available, any contract awarded may be renegotiated to provide for additional related services.

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

## PERIOD OF PERFORMANCE

The period of performance of any contract(s) resulting from this RFQQ is tentatively scheduled to begin on or about September 1, 2022, and to end on August 31, 2024.

The AGENCY reserves the option at its sole discretion to extend the contract for two additional one-year periods.

## DEFINITIONS

Definitions for the purposes of this RFQQ include:

**Agency**: The Department of Services for the Blind (DSB) is the agency of the state of Washington that is issuing this RFQQ.

**Confidential Information:** Information that may be exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other state or federal statutes. Confidential Information includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, payroll/labor data, driver’s license numbers, medical data, law enforcement records, agency source code or object code, agency security data, and information identifiable to an individual. Purchasers may identify additional Confidential Information in a Work Order. Confidential Information also includes (1) any Personal Information under the data breach notification provisions of RCW 19.255.010 and RCW 42.56.590 and (2) “Protected Health Information” as set forth in 45 CFR §164.50 as currently drafted and subsequently amended or revised.

**Consultant**: Individual, company or firm submitting a proposal in order to attain a contract with the AGENCY.

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

**Effective Date**: The first date this Contract is in full force and effect. It may be a specific date agreed to by the parties; or, if not so specified, the date of the last signature of a party to this Contract

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

**Proprietary Information**: Information owned by Contractor to which 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.

**RCW**: Revised Code of Washington.

**Request for Qualifications and Quotations (RFQQ):** Formal procurement document in which services needed are identified and firms are invited to provide their qualifications to provide the services and their hourly rates.

## ADA

The AGENCY complies with the Americans with Disabilities Act (ADA). Consultants may contact the RFQQ Coordinator to receive this Request for Qualifications and Quotations in Braille or on tape.

# GENERAL INFORMATION FOR CONSULTANTS

## RFQQ COORDINATOR

The RFQQ Coordinator is the sole point of contact in the AGENCY for this procurement. All communication between the Consultant and the AGENCY upon receipt of this RFQQ shall be with the RFQQ Coordinator, as follows:

**RFQQ Coordinator: Liz Tunison**

**Mailing Address: 3411 S. Alaska Street, Seattle, WA 98444**

**Phone Number: 206.906.5513**

**E-Mail Address:** [**liz.tunison@dsb.wa.gov**](mailto:liz.tunison@dsb.wa.gov)

Any other communication will be considered unofficial and non-binding on the AGENCY. Consultants are to rely on written statements issued by the RFQQ Coordinator. Communication directed to parties other than the RFQQ Coordinator may result in disqualification of the Consultant.

## ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

* **Issue Request for Qualifications and Quotations**: Wednesday, August 3, 2022
* **Question & answer period**: August 4-8, 2022
* **Issue addendum to RFQQ** (if applicable): Monday, August 8, 2022
* **Proposals due**: Monday, August 22, 2022
* **Evaluate proposals**: August 23-24, 2022
* **Announce “Apparent Successful Contractor(s)” and send notification e-mail to unsuccessful proposers**: Monday, August 29, 2022
* **Hold debriefing conferences** (if requested): Tuesday, August 30, 2022
* **Negotiate contract**: August 30-31, 2022
* **Begin contract work**: Tuesday, September 6, 2022

The AGENCY reserves the right to revise the above schedule.

## SUBMISSION OF PROPOSALS

Consultants are required to submit a copy of their proposal by email to the RFQQ Coordinator, Liz Tunison at [liz.tunison@dsb.wa.gov](mailto:liz.tunison@dsb.wa.gov).

A signed copy of the Certifications and Assurances documents (Exhibit A to this RFQQ) must also be submitted to the agency.

All the proposal elements, whether e-mailed, mailed or hand delivered, must arrive at the AGENCY no later than 4:00 p.m., local time, on August 22, 2022*.*

The proposal and signed Certifications and Assurances documents are to be sent to the RFQQ Coordinator at the email noted in Section 2.1.

Consultants mailing proposals should allow normal mail delivery time to ensure timely receipt of their proposals by the RFQQ Coordinator. Consultants assume the risk for the method of delivery chosen. The AGENCY assumes no responsibility for delays caused by any delivery service. Proposals may not be transmitted using facsimile transmission.

Late proposals will not be accepted and will be automatically disqualified from further consideration. All proposals and any accompanying documentation become the property of the AGENCY and will not be returned.

## PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

Proposals submitted in response to this competitive procurement shall become the property of the AGENCY.  All proposals received shall remain confidential until the contract, if any, resulting from this RFQQ is signed by the Director of the AGENCY, or his Designee, and the apparent successful Contractor; thereafter, the proposals shall be deemed public records as defined in Chapter 42.56 of the Revised Code of Washington (RCW).

Any information in the proposal that the Consultant desires to claim as proprietary and exempt from disclosure under the provisions of Chapter 42.56 RCW, or other state or federal law that provides for the nondisclosure of your document, must be clearly designated.  The information must be clearly identified and the particular exemption from disclosure upon which the Consultant is making the claim must be cited.  Each page containing the information claimed to be exempt from disclosure must be clearly identified by the words “Proprietary Information” printed on the lower right-hand corner of the page.   Marking the entire proposal exempt from disclosure or as Proprietary Information will not be honored.

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

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

## REVISIONS TO THE RFQQ

In the event it becomes necessary to revise any part of this RFQQ, addenda will be provided to all who receive the RFQQ.

The AGENCY also reserves the right to cancel or to reissue the RFQQ in whole or in part, prior to execution of a contract.

## MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

In accordance with the legislative findings and policies set forth in Chapter 39.19 RCW, the state of Washington encourages participation in all of its contracts by firms certified by the Office of Minority and Women’s Business Enterprises ([OMWBE](https://omwbe.wa.gov/)).

However, no preference will be included in the evaluation of proposals, no minimum level of MWBE participation shall be required as a condition for receiving an award, and proposals will not be rejected or considered non-responsive on that basis.

The established annual procurement participation goals for Minority Business Enterprises (MBE) are 10% and 4% for Women’s Business Enterprise (WBE) on this type of project. These goals are voluntary. Bidders may contact OMWBE at 360.753.9693 to obtain information on certified firms.

## ACCEPTANCE PERIOD

Proposals must provide 30 days for acceptance by AGENCY from the due date for receipt of proposals.

## RESPONSIVENESS

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

The AGENCY also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

## MOST FAVORABLE TERMS

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

The Consultant should be prepared to accept this RFQQ for incorporation into a contract resulting from this RFQQ. Contract negotiations may incorporate some or all of the Consultant’s proposal. It is understood that the proposal will become a part of the official procurement file on this matter without obligation to the AGENCY.

## CONTRACT AND GENERAL TERMS & CONDITIONS

The apparent successful contractor will be expected to enter into a contract, which is substantially the same as the sample contract and its general terms and conditions attached as Exhibit B. In no event is a Consultant to submit its own standard contract terms and conditions in response to this solicitation. The Consultant may submit exceptions as allowed in the Certifications and Assurances section, Exhibit A to this solicitation. The AGENCY will review requested exceptions and accept or reject the same at its sole discretion.

It is anticipated the first deliverable under the contract will be a scoping plan, which will define the specific services to be provided by the CONTRACTOR based upon agreement between the AGENCY and the CONTRACTOR.

## COSTS TO PROPOSE

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

## NO OBLIGATION TO CONTRACT

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

## REJECTION OF PROPOSALS

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

## COMMITMENT OF FUNDS

The director of the AGENCY or the director’s delegate are the only individuals who may legally commit the AGENCY to the expenditures of funds for a contract resulting from this RFQQ. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

## INSURANCE COVERAGE

The Contractor is to furnish the AGENCY with a certificate of insurance executed by a dulyauthorized representative of each insurer, showing compliance with the insurance requirements set forth below.

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

### Liability Insurance

#### Commercial General Liability Insurance (CGL):

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

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

#### Business Auto Policy:

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

### Employers Liability (“Stop Gap”) Insurance

In addition, the Contractor shall buy employers liability insurance and, if necessary, commercial umbrella liability insurance with limits not less than $1,000,000 each accident for bodily injury by accident or $1,000,000 each employee for bodily injury by disease.

### Additional Provisions

Above insurance policy shall include the following provisions**:**

#### Additional Insured.

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

#### Cancellation.

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

#### Identification.

Policy must reference the state’s contract number and the agency name.

#### Insurance Carrier Rating.

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

#### Excess Coverage.

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

### Workers’ Compensation Coverage

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

# PROPOSAL CONTENTS

Proposals must be submitted on eight and one-half by eleven-inch (8 ½” x 11”) paper with tabs separating the major sections of the proposal. Electronic submittals must be submitted as an accessible MS Word attachment, with title page separating each section**.**

The major sections of the proposal are to be submitted in the order noted below:

1. **Letter of Submittal, including signed Certifications and Assurances (Exhibit A to this RFQQ)**
2. **Qualifications**
3. **Sample training curriculum, report and skills assessment**
4. **Quote (hourly rate) for services**
5. **References**
6. **(Optional) Proof of certification with** [**OWMBE**](https://omwbe.wa.gov/certification) **or**  [**Department of Veteran’s Affairs (DVA**](https://www.dva.wa.gov/veterans-their-families/veteran-owned-businesses)**)**

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

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

## LETTER OF SUBMITTAL (MANDATORY)

The Letter of Submittal and the attached Certifications and Assurances form (Exhibit A to this RFQQ) must be signed and dated by a person authorized to legally bind the Consultant to a contractual relationship, e.g., the president or executive director of a corporation, the managing partner of a partnership, or the proprietor of a sole proprietorship. Attach the Certifications and Assurances form to the Letter of Submittal.

## QUALIFICATIONS SECTION

The qualifications response is to be submitted in the following sections as follows:

1. Business Information,
2. Experience,
3. Sample training curriculum and training assessment report,
4. The optional section would include proof of certification for minority and women-owned businesses participating on the project.

### BUSINESS INFORMATION (MANDATORY)

1. State the name of the company, address, phone number, e-mail address, legal status of entity (ownership) and year entity was established, as it now substantially exists.
2. Provide the firm’s Federal Employer Tax Identification number or Social Security number and the Washington Uniform Business Identification (UBI) number issued by the state of [Washington Department of Revenue](https://dor.wa.gov/).
3. If applicable, indicate how many employees are with the firm. Name the firm principles and their roles.
4. Identify any state employees or former state employees employed by the Consultant or on the Consultant’s governing board as of the date of the proposal. Include their position and responsibilities within the Consultant’s organization. If following a review of this information, it is determined by the AGENCY that a conflict of interest exists, the Consultant may be disqualified from further consideration for the award of a contract.
5. If the Consultant’s staff or subcontractor’s staff was an employee of the state of Washington during the past 24 months, or is currently a Washington State employee, identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date.
6. If the Consultant has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the Consultant’s non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default.
7. Submit full details of the terms for default, including the other party's name, address, and phone number. Present the Consultant’s position on the matter. The AGENCY will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If no such termination for default has been experienced by the Consultant in the past five years, so indicate.

### QUALIFICATIONS

#### EXPERIENCE AND AREAS OF EXPERTISE (SCORED)

1. Provide the name and a resume of the person who will be the lead instructor. Include information on the individual’s particular skills related to assistive technology instruction, education, experience, significant accomplishments, and any other pertinent information.
2. Provide names and resumes for other staff, which includes information on particular assistive technology skills related to this training project, education, experience, significant accomplishments, and any other pertinent information.
3. Describe specific projects or experience that demonstrates the firm’s ability to provide the services described in this RFQQ.
4. Describe the firm’s recent experience and success with computer skills training and adaptive software.
5. Provide list of specific adaptive software and hardware which the firm is qualified to provide skills assessment and training.
6. Describe or list any relevant experience providing instruction to individuals with disability, to include blindness and low vision.

#### SAMPLE CURRICULUM and REPORT (SCORED)

1. Provide a sample curriculum that demonstrates the firm's ability to provide one or more of type of assistive technology training for AGENCY staff.
2. Provide a sample training report
3. Provide description of anticipated methods for skills assessment

#### REFERENCE (MANDATORY AND NOT SCORED)

List names, addresses, telephone numbers, fax numbers and e-mail addresses of three business references for whom work has been accomplished and briefly describe the type of service provided for them.

By submitting a proposal in response to this Work Request, the vendor and team members grant permission to AGENCY to contact these references and others, who from AGENCY’s perspective, may have pertinent information.  AGENCY may or may not, at AGENCY’s discretion, contact references.

Do not include current AGENCY staff as references.

#### OMWBE AND/OR WDVA CERTIFICATION (OPTIONAL AND NOT SCORED)

Include proof of certification issued by the Washington State Office of Minority and Women’s Business Enterprises ([OMWBE](https://omwbe.wa.gov/certification)) if certified minority-owned firm and/or women-owned firm(s) will be participating on this project.

Include proof of certification issued by the Washington Department of Veterans Affairs ([WDVA](https://www.dva.wa.gov/veterans-their-families/veteran-owned-businesses)) if certified veteran or servicemember-owned business will be participating in this project.

## QUOTATIONS SECTION

### IDENTIFICATION OF COSTS (SCORED)

The Quotations section must list all hourly rates for services anticipated under the proposed contract. The hourly rates are to represent fully weighted costs. This includes the hourly rates of staff that would be assigned to the project, administrative costs, local travel costs, training materials or any other applicable fees that would be charged under this contract.

Consultants are required to collect and pay Washington State taxes as applicable.

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

### COMPUTATION

The score for the cost proposal will be computed by dividing the lowest average hourly rate received by the Consultant’s average hourly rate. Then the resultant number will be multiplied by the maximum possible points for the cost section.

# EVALUATION AND CONTRACT AWARD

## EVALUATION PROCEDURE

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

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

## CLARIFICATION OF PROPOSAL

The RFQQ Coordinator may contact the Consultant for clarification of any portion of the Consultant’s proposal.

## EVALUATION WEIGHTING AND SCORING

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

1. **Qualifications Section – 60% or 60 points total**
2. Experience: 35 points maximum
3. Qualifications: 15 points maximum
4. Sample Curriculum, Assessment & Report: 10 points maximum
5. **Quotation Section – 40% or 40 points total**
6. Quotation: 40 points

## ORAL PRESENTATIONS MAY BE REQUIRED

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

The oral presentation shall determine the apparently successful bidder.

OR

As part of the final selection, the AGENCY may submit a specific scope of work to the top scoring finalists from the oral presentations to provide a final written response. Upon evaluation of this secondary written submittal, award to one or more contractors will be made.

## NOTIFICATION TO PROPOSERS

Firms whose proposals have not been selected for further negotiation or award will be notified by e-mail.

## DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. The request for a debriefing conference must be received by the RFQQ Coordinator within three (3) business days after the Notification of Unsuccessful Consultant letter is e-mailed to the Consultant. The debriefing must be held within three (3) business days of the request.

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

## PROTEST PROCEDURE

This procedure is available to Consultants who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the Consultant is allowed five (5) business days to file a protest of the acquisition with the RFQQ Coordinator. Protests may be submitted by email but should be followed by the original document.

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

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

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

* A matter of bias, discrimination, or conflict of interest on the part of the evaluator
* Errors in computing the score
* Non-compliance with procedures described in the procurement document or AGENCY policy

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

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

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

The final determination of the protest shall:

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

If the AGENCY determines that the protest is without merit, the AGENCY will enter into a contract with the apparently successful contractor. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

# RFQQ EXHIBITS

* Exhibit A – Certifications and Assurances
* Exhibit B –Service Contract Format including General Terms and Conditions (GT&C’s)

# EXHIBIT A - CERTIFICATIONS AND ASSURANCES

1. **I**/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):
2. I/we declare that all answers and statements made in the proposal are true and correct.
3. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
4. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by the AGENCY without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
5. In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than their official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
6. I/we understand that the AGENCY will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of the AGENCY, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
7. Unless otherwise required by law, the prices and/or cost data that have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by them prior to opening, directly or indirectly to any other Proposer or to any competitor.
8. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
9. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
10. I/we grant the AGENCY the right to contact references and others, who may have pertinent information regarding the Proposer’s prior experience and ability to perform the services contemplated in this procurement.
11. If any staff member(s) who will perform work on this contract has retired from the State of Washington under the provisions of the 2008 Early Retirement Factors legislation, their name(s) is noted on a separately attached page.

|  |
| --- |
|  |
| **Signature of Proposer** |
|  |
| **Title and Date Signed** |

# EXHIBIT B – SAMPLE CONTRACT FOR SERVICES BETWEEN THE STATE OF WASHINGTON THE DEPARTMENT OF SERVICES FOR THE BLIND AND CONSULTANT

This Contract is made and entered into by and between the state of Washington, The Department of Services for the Blind, hereinafter referred to as the "AGENCY", and the below named firm, hereinafter referred to as “CONTRACTOR.”

Consultant Business Name

Consultant Point of Contact

Address

Phone

Email

Washington State UBI Number

## PURPOSE

The purpose of this contract is to provide assistive technology training with access technology to blind and visually impaired AGENCY staff on an as needed basis.

## SCOPE OF WORK

1. Exhibit A, attached hereto and incorporated by reference, contains the General Termsand Conditions governing work to be performed under this contract, the nature of the working relationship between the AGENCY and the CONTRACTOR, and Exhibit B lists specific obligations of both parties.
2. The CONTRACTOR will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth in Exhibit C - Statement of Work.
3. Neither DEPARTMENT nor the CONTRACTOR may perform their specific responsibilities under this Contract unless the DEPARTMENT has issued an Authorization for provision of services.

## PERIOD OF PERFORMANCE

Subject to other contract provisions, the period of performance under this contract will be from September 6, 2022, or the date of execution, whichever is later, through September 5, 2024.

Contract extensions may be granted at the discretion of the Department for an additional 24 months.

## ESTIMATED ANNUAL WORTH:

Not to exceed $50,000 annually.

## COMPENSATION/ PAYMENT

CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms: $X per hour.

## CONTRACT MANAGEMENT

The Contract Manager for each of the parties shall be the contact person for all matters related to the specified terms and conditions of the contract.

* **CONTRACTOR Contract Manager Information**
* **AGENCY Contract Manager Information**

## ASSURANCES

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

## ORDER OF PRECEDENCE

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

1. Applicable federal and state of Washington statutes and regulations

2. Exhibit A – General Terms and Conditions

3. Exhibit B – Special Terms and Conditions

4. Exhibit C – Statement of Work

7. Exhibit F – Fee Schedule

8. Exhibit G – Business Associate Addendum

## ENTIRE AGREEMENT

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

## CONFORMANCE

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

## APPROVAL

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

THIS CONTRACT, consisting of \_\_\_ pages, is executed by the persons signing below who warrant that they have the authority to execute the contract.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| [CONTRACTOR’S NAME] | |  | DEPARTMENT OF SERVICES FOR THE BLIND | |
| **Signature** | |  | **Signature** | |
|  | |  | **Assistant Director** | |
| **Title** | **Date** |  | **Title** | **Date** |

# EXHIBIT A - DSB GENERAL TERMS AND CONDITIONS

## DEFINITIONS

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

1. "CLIENT" shall mean an individual receiving services under this contract.
2. "COGNIZANT STATE AGENCY" shall mean the state agency from which the sub‑recipient receives federal financial assistance. If funds are received from more than one state agency, the cognizant state agency shall be the agency that contributes the largest portion of federal financial assistance to the sub‑recipient.
3. "CONTRACTOR" shall mean that agency, firm, provider organization, individual or other entity performing services under this contract. It shall include any subcontractor retained by the prime contractor as permitted under the terms of this agreement.
4. “CONTRACTING OFFICER” shall mean that individual authorized to execute this agreement on behalf of the Department.
5. "DEPARTMENT" shall mean the Department of Services for the Blind of the state of Washington, any division, section, office, unit, or other entity of the DEPARTMENT or any of the officers or other officials lawfully representing that DEPARTMENT.
6. “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.
7. "SUBCONTRACTOR" shall mean one not an employee of the contractor, who is performing all or part of those services under this contract under a separate contract with the contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.
8. “SUBRECIPIENT” shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.
9. A "VENDOR" is an entity that agrees to provide the amount and kind of services requested by the Department; provides services under the contract only to those beneficiaries individually determined to be eligible by the Department and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.

## AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE "ADA" 28 CFR PART 35

The contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

## ASSIGNMENT

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

## BILLING PROCEDURES

DEPARTMENT will pay CONTRACTOR upon receipt of properly completed invoices, which shall be submitted to the DEPARTMENT Representative not more often than monthly. The invoices shall describe and document, to the DEPARTMENT'S satisfaction, the hours of work performed for each DEPARTMENT client.

If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expense exceeding $50.00 in order to receive reimbursement.

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

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

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

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

### DUPLICATION OF BILLED COSTS:

The CONTRACTOR shall not bill the DEPARTMENT for services performed under this contract, and the DEPARTMENT shall not pay the CONTRACTOR, if the CONTRACTOR is entitled to payment or has been or will be paid by any other source, including grants, for that service.

### DISALLOWED COSTS:

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

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND INELIGIBILITY

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

## CHANGE IN STATUS

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

## CHANGES AND MODIFICATIONS

The contracting officer may, at any time, by written notification to the contractor, and without notice to any known guarantor or surety, make changes within the general scope of the services to be performed under the contract. If the contractor agrees to such changes, a written contract amendment reflecting such change shall be executed by the parties.

An equitable adjustment in cost or period of performance or both may be made if required by the change. Any claim for adjustment in price or period of performance must be received within thirty (30) days of the contractor's receipt of the change notice.

The contracting officer may, however, receive and act upon any such claim at any time prior to final paymentunder the contract at their discretion.

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

## CONFLICT OF INTEREST

The Department may, in its sole discretion, by written notice to the contractor, terminate this contract if it finds, after due notice and examination by the contracting officer, that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the contractor in the procurement of or performance under, this contract.

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

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

## COVENANT AGAINST CONTINGENT FEES

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

## CRIMINAL BACKGROUND CHECK

The CONTRACTOR and any persons employed by the CONTRACTOR who have direct contact with persons being served under this contract or supervisory responsibility for such employees shall have undergone successfully, or will undergo, a criminal background check by the end of the contract period through the DEPARTMENT. All persons who are hired after the effective date of this contract to provide services to DEPARTMENT clients under this contract shall undergo criminal background checks before providing direct services.

For the purpose of this contract, a criminal background check shall screen for the evidence of criminal misdemeanor and felony convictions and shall consist of a Federal Bureau of Investigation criminal background check. Evidence of the criminal background check shall be kept on file for the duration of the period during which the subject person is providing direct or supervisory services under this and any subsequence contracts and for ten years after that time. If the criminal background check reveals evidence of criminal convictions, the CONTRACTOR will consult with the DEPARTMENT about the significance and consequences of the conviction.

## DISPUTES

When a dispute arises over an issue concerning the terms of this Agreement, the parties agree to the following process to address the dispute.

1. The Contractor and DSB shall attempt to resolve the dispute through informal means between the Contractor and DSB Contract Officer identified in the Agreement.
2. If the Contractor is not satisfied with the outcome, the Contractor may submit the disputed issue, in writing to DSB’s Administrative Unit, 3411 S. Alaska Street, Seattle, WA 98118, to be reviewed by the appropriate Assistant Director. The written submission must contain the following information:
   1. The Contractor’s Contact for the issue.
   2. The Issue in dispute.
   3. The Contractor’s position on the issue.

The Assistant Director may request additional information from the DSB Contract Officer and/or the Contractor. The Assistant Director shall issue a written review decision to the Contractor within thirty (30) calendar days of the receipt of all the information relevant to the issue. The review decision will be provided to the Contractor.

1. If the Contractor disagrees with the written review decision of the Assistant Director, the Contractor may request the Agency Director to review all the information supplied by both parties up to that point. The Agency Director may request any additional information necessary to make the final decision. Timelines for production of any such additional information will be clearly marked within the request. The Agency Director shall issue a final written decision to the Contractor within thirty (30) calendar days of receipt of all request information.

Both parties agree to make their best efforts to resolve disputes arising from this Agreement and agree that this dispute resolution process is the sole administrative remedy available under this Agreement.

## DISALLOWED COSTS

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

## GOVERNING LAW

This contract shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.

**NOTE:** The County may change depending on the location of services.

## INDEMNIFICATION

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

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

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

## INDEPENDENT CAPACITY

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

## 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, the Department may collect from the contractor the full amount payable to the Industrial Insurance accident fund. The Department may:

* Deduct the amount owed by the contractor to the accident fund from the amount payable to the contractor by department 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.

## INSURANCE

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

The insurance required shall be issued by an insurance company(s) authorized to do business within the state of Washington, and shall name the state of Washington, its agents and employees, as additional insureds under the insurance policy(s). All policies shall be primary to any other valid and collectable insurance. CONTRACTOR shall instruct the insurers to give DEPARTMENT 30-days advance notice of any insurance cancellation.

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

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

### Commercial General Liability Insurance Policy

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

### Automobile Liability (only for those that will drive clients)

In the event that services delivered pursuant to this contract involve the use of vehicles, owned, or operated by the CONTRACTOR, automobile liability insurance shall be required. The minimum limit for automobile liability is:

* $1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

## LICENSING AND ACCREDITATION STANDARDS

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

## LIMITATION OF AUTHORITY

Only the contracting officer or their delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification or waiver of any clause or condition of this contract is not effective or binding unless made in writing and signed by the contracting officer.

## NONDISCRIMINATION

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

## OVERPAYMENTS AND ASSERTION OF LIEN

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

## PRIVACY

Personal information collected, used, or acquired in connection with this contract shall be used solely for the purposes of this contract. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the Department or as provided by law.

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

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

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

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

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

## RECORDS, DOCUMENTS, AND REPORTS

The contractor shall maintain all books, records, documents, data, and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

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

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

## REGISTRATION WITH DEPARTMENT OF REVENUE

The contractor shall complete registration with the Washington State Department of Revenue, Olympia, WA 98504, and be responsible for payment of all taxes due on payments made under this contract.

## RIGHT OF INSPECTION

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

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

## RIGHTS IN DATA

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

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

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

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

## SAFEGUARDING OF INFORMATION

The contractor shall not use or disclose any:

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

## SAVINGS

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

## SEVERABILITY

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

## SINGLE AUDIT ACT REQUIREMENTS

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

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

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

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

**NOTE:** The single audit requirements above do not apply to "vendors" (as defined in this contract) who provide goods or services.

## SUBCONTRACTING

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

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

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

## TERMINATION FOR CONVENIENCE

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

## TERMINATION FOR DEFAULT

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

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

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

## TERMINATION PROCEDURE

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

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

* Completed work and services for which no separate price is stated.
* Partially completed work and services.
* Other property or services that are accepted by the Department.
* The protection and preservation of the property, unless the termination is for default, in which case the contracting officer shall determine the extent of the liability of the Department. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this agreement.

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

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

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

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

## TREATMENT OF ASSETS

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

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

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

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

## WAIVER OF DEFAULT

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Waiver shall not be construed to be a modification of the terms of the contract unless stated to be such in writing, signed by the contracting officer of the Department.

# EXHIBIT B - SPECIAL TERMS AND CONDITIONS

*This exhibit should be shared with all individuals who will work with DSB participants.*

## Definitions Specific to Special Terms

The words and phrases listed below, as used in this Contract, shall each have the following definitions:

1. “**Authorization**” means the formal DSB fiscal document that acts as a work order that officially identifies and authorizes a Contractor to deliver a specific CRP service at a specified amount.
2. “**Clear and Convincing Evidence**” means the Department of Services for the Blind shall have a high degree of certainty before it can conclude that an individual is incapable of benefiting from services in terms of an employment outcome. The term clear means unequivocal. For example, the use of an intelligence test result alone would not constitute clear and convincing evidence. Clear and convincing evidence might include a description of assessments, including situational assessments and supported employment assessments, from service providers who have concluded that they would be unable to meet the individual’s needs due to the severity of the individual’s disability. The demonstration of “clear and convincing evidence” must include, if appropriate, a functional assessment of skill development activities, with any necessary supports (including assistive technology) in real life settings. (S.Rep.No.357, 102dCong., 2d.Sess. 37-38 [1992]) CFR 361.42.
3. **“Contract Administrator”** means the DSB person who has been designated in the basic contract instrument as the person authorized to act on behalf of the DSB Contract Manager in managing the terms, conditions, and performance aspects of the contract.
4. “**Community Based Assessment (CBA)**” means locating, securing, and placing a DSB client into a paid employment setting(s), or other realistic work setting(s), in which the client performs work for a specified period of time with the direct provision of needed job supports and training to:
5. Identify barriers to employment;
6. Obtain information needed for the DSB client to select a suitable vocational goal; or
7. Determine the nature and scope of Vocational Rehabilitation (VR) services an individual needs to achieve an employment outcome.
8. **“Community Rehabilitation Program (CRP)**” means a program that provides vocational rehabilitation services to individuals with disabilities to enable those individuals to maximize their opportunities for employment.
9. “**Competitive Work Setting**” means part-time or full-time work for which the individual earns at least the higher of the minimum wage rate established by Federal, State, or applicable local law, and is eligible for the same level of benefits provided to employees without disabilities in similar positions. Competitive work must also consider the comparable training, experience, and level of skills possessed by the employees without disabilities in similar positions.
10. “**Customized Employment**” means a process for customizing the employment relationship between a client and an Employer in ways that meet the needs of both. The process is based on negotiation between the Contractor and Employer that addresses the strengths, conditions, and interests of the client and the identified needs of the Employer.
11. “**DSB**” means the Department of Service for the Blind.
12. “**DSB Client**” or “**Client**” means a person with a disability who is referred to the Contractor by the Department of Services for the Blind (DSB) for CRP services.
13. **“Department Representative”** means the DSB person who has referred and authorized a specific service provision for a DSB client.

**“Employment Outcome”** means part-time or full-time work that is performed in a competitive integrated work setting that allows for economic self-sufficiency for the individual. An employment outcome might be one that requires either long-term supports or customization.

1. “**Employer-provided Health Benefits**” means standard employer health care that all employees would receive as a condition of employment.
2. “**Extended Services**” means ongoing support services and other appropriate services needed to support an individual with a most significant disability in supported employment and that are provided by a State agency, a private nonprofit organization, Employer, or any other appropriate resource, from funds other than DSB funds after an individual with a most significant disability has made the transition from support provided by DSB.
3. “**Full-Time**” means at least 30 hours per week.
4. “**Integrated Work Setting**” means the employment location must be in a setting typically found in the community, and the employee with a disability’s interaction with other employees, customers and vendors who are not persons with disabilities must be to the same extent that employees without disabilities in similar positions interact with these same persons. This interaction must occur as part of the individual’s performance of work duties and must occur both in the particular work unit and the entire work site, as applicable. Workplace settings established by community rehabilitation programs specifically for the purpose of employing individuals with disabilities do not constitute integrated settings because these settings are not typically found in the competitive labor market.
5. “**Intensive Training Services**” means one-on-one job skills training and support provided at the supported employment job site that enables the client to:
6. Attain job stabilization in on-the-job performance, with job supports;
7. Meet their Employer’s expected levels of work productivity; and
8. Transition to long-term Extended Services as provided by an entity other than DSB.

Intensive Training Services are only for DSB clients who:

1. Have an employment goal that requires supported employment;
2. Are working in a paid integrated employment setting or competitive employment job; and
3. Need to achieve job stabilization in their on-the-job performance in order to transition to long-term Extended Services as provided by an entity other than DSB.
4. “**Job Placement Services**” means locating, securing, and placing a DSB client into a paid, competitive, and integrated job that is mutually agreed upon by the DSB Vocational Rehabilitation Counselor (VRC), client, and the Contractor. Job Placement is accomplished when the DSB client completes their first full day of paid employment as defined by the client’s Employer. If On-the-Job Training (OJT) services are provided, Job Placement is achieved and paid for when OJT is completed, and a permanent job placement is made.
5. “**Job Retention Services**” means individualized on-site training and support services that enable a DSB client to learn the essential functions of a job and meet the Employer’s expected level of job performance for at least ninety (90) calendar days after services are authorized.
6. “**Job Stabilization**” means a DSB client, Employer, DSB VRC, and the Contractor agree that a client which requires supported employment services has demonstrated and is maintaining satisfactory on-the-job performance with employment supports and has the quantity and type of long-term employment supports available from the extended services provider that are needed to maintain satisfactory on-the-job performance.
7. “**Most Significant Disability**” means individuals who are determined eligible for vocational rehabilitation (VR) services and meets the following criteria:
8. Supported Employment is required; or
9. As defined in WAC 388-891-0520, the individual requires two or more VR services over an extended period of time (twelve months or more); and
10. The individual experiences serious functional losses in four or more of the following areas in terms of an employment outcome:
11. Mobility;
12. Communication;
13. Self-care;
14. Cognition and learning (self-direction);
15. Interpersonal;
16. Work tolerance; or
17. Work skills.
18. “**On-the-Job Training (OJT)**” means a type of training provided to a DSB client in the work setting by an Employer and paid for by DSB.
19. “**Psychometric Test**” means a test that systematically measures an individual’s mental processes and behavioral acts.
20. “**Trial Work Experience (TWE)**” means an exploration of the individual’s abilities, capabilities, and capacity to perform in work situations to determine:
21. If the individual can achieve employment through the provision of Vocational Rehabilitation (VR) services and is eligible for services; or
22. There is clear and convincing evidence that the individual cannot benefit from VR services due to the significance of their disability and is ineligible for DSB services.
23. “**Unsupervised**” as defined in WAC 388-06-0020 means not in the presence of:
24. The licensee, another employee or volunteer from the same business or organization as the applicant who has not been disqualified by the background check.
25. Any relative or guardian of the child or developmentally disabled individual or vulnerable adult to whom the applicant has access during the course of their employment or involvement with the business or organization (RCW 43.43.080(9)).
26. “**Unsupervised Access**” means that a member of the Contractor’s personnel (Board member, staff person, volunteer, or intern) may be left alone with a DSB client at any time.
27. “**Vocational Evaluation Services**” means the provision of Brief or Comprehensive Vocational Evaluations consisting of one or more standardized vocational tests, i.e., psychometric, personality, vocational preference, and interest inventories, etc.
28. “**Vocational Rehabilitation Counselor (VRC)**” or “**Counselor**” means the DSB Vocational Rehabilitation Counselor.

## ACCESSIBILITY REQUIREMENTS

* Contractor hereby warrants that the products, services, and materials/documentation to be provided under this agreement comply with the Department of Services for the Blind’s accessibility requirements and will remain current with Federal and Washington State accessibility standards. Contractor understands and agrees that the Washington State’s OCIO Policy 188 – Accessibility located at [https://ocio.wa.gov/policy/minimum-accessibility-standard](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Focio.wa.gov%2Fpolicy%2Fminimum-accessibility-standard&data=05%7C01%7Cliz.tunison%40dsb.wa.gov%7Ca55924937a524092f0fc08da23b5a267%7C11d0e217264e400a8ba057dcc127d72d%7C0%7C0%7C637861560286390270%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=kZazCXeOIw9ZUXUc31bdvzJH9w3VHiIZskEBs2HkRI0%3D&reserved=0) shall serve as the minimum standard for accessibility requirements, and contractor warrants that it shall comply with OCIO Policy 188 – Accessibility.
* Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products, services, or materials/documentation which is brought to its attention by the Department of Services for the Blind.  Contractor further agrees to indemnify and hold harmless the Department of Services for the Blind or any related entity using the vendor's products or services from any claim arising out of its failure to comply with the aforesaid requirements.  Failure to comply with these requirements shall constitute a breach and be grounds for termination of this agreement*.*

## CODE OF ETHICS

To promote the highest standards of ethical conduct, all personnel of DSB CRP Service Contractors shall:

* Hold paramount the well-being of people served by this contract;
* Respect and uphold DSB clients’ rights;
* Uphold the principles of informed choice;
* Practice only in area(s) of competency;
* Respect the DSB client's privacy and release no information about the DSB client without their expressed, written permission;
* Engage in no conduct that constitutes a conflict of interest or that adversely reflects on their professional practice;
* Seek only deserved, honest and reasonable monetary reimbursement for services;
* Issue only objective and truthful statements regarding services; and
* Comply with the laws and policies that guide professional practice.

## CONFLICT OF INTEREST

* Maintain only those professional relationships that do not create a real or perceived conflict of interest. CRP Service Contractors shall inform the DSB client or their advocates of any employment relationships, professional affiliations, or fiduciary interests that may be perceived as a conflict of interest. CRP Service Contractors must decline to provide services when any such affiliation or interest is likely in influence their professional judgment; and
* Make every effort to avoid personal relationships that could influence their professional judgment or be perceived as a conflict of interest.

## INFORMED CHOICE

* When recommending services, fully involve the DSB client and inform them of all reasonable options available, including costs. These recommendations shall not be limited to anyone's perceptions about the availability of resources;
* Fully inform the DSB client or their advocate about all aspects of any final recommendations and make only reasonable statements about expected outcomes;
* Consider the current and future needs of the DSB client when developing recommendations and fully inform the client of those perceived needs; and
* Fully and accurately disclose to the DSB client the qualifications of all staff members who will serve them directly.

## PROFESSIONALISM AND COMPETENCY

* Comply with all licensing, credentialing and/or accreditation requirements recognized in their fields of service;
* Provide services only within the scope of their competency, considering their education, experience, and training and recognizing the limits of their own skills and knowledge in any professional area;
* Take on only those professional commitments and agreements that they can fulfill, and carry out those obligations in a timely way;
* Stay current in all aspects of their professional practice through ongoing education. Topics should include accessibility, funding, legal issues, recommended rehabilitation practices, clinical practice, and emerging services or technologies;
* Not provide professional services, nor allow any representative to provide services, while under the influence of drugs or alcohol or while substance abuse or a health condition influences their judgment;
* Not engage in conduct that reflects adversely on their profession or calls into question their fitness to serve DSB clients; and
* Avoid any action, intentional or accidental, professional, or personal, that would exploit the dependency and trust of the DSB client.

## SERVICE DELIVERY

* When the DSB client's best interest requires it, collaborate or "team up" with providers from other professional disciplines to delivery services. CRP Service Contractors shall present only complete and factual information about other providers;
* Within the scope of their competency, use every resource reasonably available to meet the DSB client's needs. This may require referring the client to other service providers for services; and
* Maintain procedures to measure the effectiveness and efficiency of their operations and to enhance service quality.

## SOUND BUSINESS PRACTICES

* Not engage in fraud, waste, or abuse when charging for services;
* Be truthful and accurate in all public statements about the services and products they provide;
* Stay within the scope of services agreed upon by DSB client's and DSB;
* Maintain sound business practices and financial records by using Generally Accepted Accounting Principles (GAAP); and
* Maintain adequate records of evaluations, assessments, services, recommendations, reports, or products provided and preserve the confidentiality of those records, unless disclosure is required by law, or for the protection of the DSB client or the public.

## STANDARDS OF PRACTICE

In the following areas, all personnel of DSB CRP Service Contractors shall:

* Practice respect for DSB clients;
* Hold the client's well-being paramount and consider each client’s individuality;
* Not discriminate in the provision of services or products on the basis of disability, race, national origin, religion, creed, gender, age, veteran status, marital status, or sexual orientation; and
* Only recommend, support, or implement services that do not expose the DSB client (or others) to unreasonable risk, exploitation, and/or personal injury. Inform the client as fully as possible to all risks.

## TRANSPORTATION EXPENSES (PERTAINS TO ALL SERVICES)

### Travel Time

Reimbursement for travel time shall be provided for round-trip travel time paid at a fixed rate of $35 per hour in quarter-hour increments and shall be paid only if service delivery occurs at a location more than fifty (50) miles from the CONTRACTOR’s nearest staffed office location.

### Mileage

If service delivery occurs more than fifty (50) miles from the CONTRACTOR’s nearest staffed office location mileage shall be paid at the current rate according to the Office of Financial Management.

### Other Expenses

A VRC may authorize other transportation expenses, such as Ferry System fees or toll fares.

### Transportation Expenses Report

If traveling more than fifty (50) miles from the CONTRACTOR’s nearest staffed office location for more than one DEPARTMENT client, the CONTRACTOR shall choose one DEPARTMENT client and submit an invoice and report for the chosen client. The CONTRACTOR shall not submit invoices for multiple clients for the same transportation expenses.

The CONTRACTOR shall choose the shortest, most expedient route for travel when serving clients more than fifty (50) miles from the CONTRACTOR’s nearest staffed office location.

Upon completion of the services provided through this contract, the CONTRACTOR shall submit a written report on letterhead documenting all transportation expenses authorized by the DEPARTMENT VRC and invoiced by the CONTRACTOR to include:

* Travel time at a fixed rate of $35 per hour in quarter-hour increments if service delivery occurs more than fifty (50) miles from the CONTRACTOR’s nearest staffed office location - Report shall include:
  + Address of CONTRACTOR’s nearest staffed office location, point of origin;
  + Date and time the CONTRACTOR departed from the point of origin;
  + Address of destination the CONTRACTOR is traveling to;
  + Date and time the CONTRACTOR arrives at destination address; and
  + Date and time the CONTRACTOR returns to point of origin.
* Mileage if actual service delivery occurs more than fifty (50) miles from the CONTRACTOR’s nearest staffed office location Address of CONTRACTOR’s nearest staffed office location, point of origin; and
* Address of destination the CONTRACTOR is traveling to

Other transportation expenses may be authorized by the DEPARTMENT VRC such as StateFerry fees and toll fares.

**By signing below, I am confirming that I have read and understood the Statements listed above and agree to uphold these ethical standards while working with DEPARTMENT participants.**

|  |  |
| --- | --- |
| CONSULTANT | DEPARTMENT OF SERVICES FOR THE BLIND |
|  |  |
| Signature | Signature |
|  | Assistant Director of VR & Workforce |
| Title and Date | Title and Date |

# EXHIBIT C - ASSISTIVE TECHNOLOGY STATEMENT OF WORK

CONTRACTOR shall provide services in accordance with the terms of this contract and Exhibit C – Assistive Technology Services Statement of Work.

## Service Provision

CONTRACTOR shall provide training to DEPARTMENT staff to cover items in the below comprehensive, but not exhaustive, listing of training elements. Any training materials shall be provided electronically in an accessible format prior to training.

Training topics [could] include:

* General PC navigation
* Adaptive Hardware and Software
  + JAWS
  + SuperNova
  + ZoomText
  + NVDA
* Internet Browsers
* Email
* Microsoft Windows, Excel, PowerPoint, Access, Teams and OneNote
* Zoom Video Conferencing
* Canvas
* iOS

## Reporting

The CONTRACTOR shall produce the following written reports or other written documents (deliverables) by the dates indicated below:

* Report progress against identified goals.
* Communicate with DEPARTMENT when goals change and await DEPARTMENT approval before addressing new goals.
* Document client’s (Agency Staff) justification for services.
* Document client’s (Agency Staff) choice in ending and/or completing services.
* Document final services completed against recommended goals.

Reports are required for all invoice(s) submitted to the DEPARTMENT. If the report does not thoroughly document requirements in this contract and the specifications in the Authorization, the DEPARTMENT may return the report to the CONTRACTOR for revision(s).

All reports shall be submitted in accessible electronic format.

## Invoicing

Invoices shall be submitted (not more often than monthly) to the referring DEPARTMENT Representative, specified in the approved authorization. Invoice shall include the contract reference number DSB22-0025 as well as the purchase order number authorizing the services requested for a particular participant.

All invoices shall be submitted in accessible electronic format.

# EXHIBIT D - BUSINESS ASSOCIATE ADDENDUM

This Addendum is entered into by and between Department of Services for the Blind and CONSULTANT and is effective September 6, 2022. This Addendum is incorporated by reference into the following Agreement that is in effect between the parties: DSB22-0025

## Purpose.

The purpose of the Addendum is to ensure that the parties follow Washington State laws and regulations and federal laws and regulations (hereinafter collectively referred to as “state and federal law”). In the event of a conflict between any of the Agreement(s) to which this Addendum applies, the language and intent of this Addendum controls the interpretation between the parties.

## Identity of the Parties.

Department of Services for the Blind is a covered entity for purposes of this Addendum, as defined at 45 CFR Section 160.103. CONSULTANT is a business associate for purposes of this Addendum, as defined at 45 CFR Section 160.103. Covered Entity and Business Associate agree to comply with this Addendum, state, and federal law.

## Scope of the Business Associate Relationship.

The parties have a business associate relationship because the Business Associate performs or assists in the performance of an activity on behalf of the covered entity that involves the use or disclosure of protected health information (PHI).

PHI is defined at 45 CFR 164.501, and means individually identifiable health information that is transmitted by electronic media, maintained in any medium constituting electronic media, or transmitted or maintained in any other form or medium. Protected health information does not include education records covered by the Family Educational Right and Privacy Act, as amended, 20 USCA 1232g(a)(4)(B)(iv).

Individually identifiable health information is defined at 45 CFR 160.103. Individually identifiable health information includes demographic information collected from an individual, and is information created or received by a health care provider, health plan, employer or health care clearinghouse related to the past, present or future physical or mental health or condition of an individual that identifies the individual or regarding which information there is a reasonable basis to believe that the information can be used to identify the individual.

The activities the Business Associate is performing or assisting in the performance consists of the following: **Assistive Technology Training**

All activities, which the Business Associate actually performs in relation to this agreement, must be conducted in compliance with the Health Information Portability and Accountability Act (HIPAA), as codified at 42 USCA 1320d-d8, and regulations enacted pursuant to its provisions, even in the event that one of the above-listed activities has not been checked.

## Permitted and Required Uses or Disclosures of Protected Health Information.

The Business Associate is limited to the following permitted and required uses or disclosures of the protected health information with which it comes into contact:

### Electronic transmission.

If PHI is transmitted between the Business Associate and the Covered Entity or between the Business Associate and other entities, the Business Associate shall implement all appropriate safeguards to prevent the use or disclosure of PHI in violation of state and federal law, including any regulations governing security of electronic data and electronic data interchange.

### Use or Disclosure of Protected Health Information.

The Business Associate’s permitted use or disclosure of PHI shall not be greater than the rights of the Covered Entity to use or disclose such information. If the Covered Entity has agreed to specific restrictions on the use and disclosure of an individual’s PHI, has agreed to amend an individual’s record or has received a revocation of the authorization for use or disclosure, the Business Associate shall comply with such restriction, amendment, or revocation upon request of the Covered Entity.

For purposes of this Agreement, the term “use” includes the sharing, employment, application, utilization, examination, analysis, canonization or commingling of protected health information with other information.

“Disclosure” means the release, transfer, provision of access to or divulging in any other manner information outside the entity holding the information.

Business Associate shall not use or disclose the PHI received from or created for, the Covered Entity in any manner that would constitute a violation of state or federal law. The Business Associate may only use or disclose PHI for the purpose of accomplishing services to or on behalf of, the Covered Entity. Notwithstanding the foregoing, Business Associate may use PHI for the proper management and administration of Business Associate and to carry out its legal responsibilities.

## Report of Unauthorized Use or Disclosures of Protected Health Information.

The Business Associate shall report in writing all unauthorized uses or disclosures of PHI to the Covered Entity within five (5) working days of becoming aware of the unauthorized use or disclosure of such information by the Business Associate, its officers, directors, employees, contractors, agents or by a third party. Business Associate further agrees to mitigate, to the extent practicable, any harmful effect that is foreseeable to the Business Associate of a known use or disclosure of Protected Health Information by Business Associate in violation of this Agreement.

## Contact Persons for Notice or Other Communications.

For purposes of notice or other communication, the parties designate the following individuals, to be contacted at the listed address and/or telephone number:

### BUSINESS ASSOCIATE

### COVERED ENTITY:

## Third Party Agreements.

Business Associate shall enter into a written agreement with any third party, who will have access to PHI that is received or created on behalf of the Covered Entity.

The agreement shall require the third party to comply with the same restrictions, terms, and conditions applicable to the Business Associate pursuant to the requirements of this Addendum.

Business Associate shall require such third parties to provide immediate notice of any breach or unauthorized use or disclosure of protected health information to Business Associate and shall take immediate steps to cure such breach. If the breach cannot be cured, Business Associate shall immediately terminate the agreement or subcontract with the third party.

## Accounting of Disclosures.

Business Associate shall respond to Covered Entity’s request for an accounting of disclosures of protected health information, as required by 45 CFR 164.504 and 164.528, within ten working days of receiving such request from Covered Entity. Business Associate shall provide to the Covered Entity the following information:

* Date of disclosure;
* Name of the entity or person who received the PHI, and if known, the address of the person or entity;
* Brief description of PHI disclosed; and
* Brief statement of the purpose of such disclosure.

Business Associate shall not deny individual’s request for an accounting of the individual’s PHI. Response to any requests for accounting will be the responsibility of Covered Entity.

## Consent to Audit.

Business Associate shall make its records, books, documents, electronic data, and all other business information available to the Secretary of the U. S. Department of Health and Human Services, the Office of the Inspector General, the Office of Civil Rights or to Covered Entity for review to confirm compliance with this Agreement and with federal and state law. If the Business Associate fails to comply with this provision, the Covered Entity, in its sole discretion, may immediately terminate this Agreement. Termination of this Agreement does not relieve Business Associate of the obligation to provide access to its records and other information as requested pursuant to federal law, to the same extent Covered Entity is required to make such records and information available.

## Immediate Termination.

Covered Entity may immediately terminate the Agreement to which this Addendum applies, without liability, if it determines that Business Associate has violated a provision of the Agreement and that the breach may not successfully be cured or otherwise remedied or if Business Associate or any of its employees, officers or directors is excluded, barred or otherwise prevented from participating in any government health care program, including but not limited to Medicare, Medicaid, CHAMPUS or Tricare or if Business Associate or any of its employees, officers or directors are named as a defendant or convicted in a criminal proceeding for violation of state or federal privacy and/or confidentiality laws. Notice of termination shall be in writing to the Contact person identified in paragraph 6 of this Addendum.

## Access to Information.

Within five (5) working days of a request by a Covered Entity for access to PHI about an individual contained in a Designated Record Set (as defined in 45 CFR 164.501), Business Associate shall make available to Covered Entity such PHI, in accordance with 45 CFR 164.504 and 164.524, for so long as the information is maintained in the Designated Record Set.

If any individual requests access to PHI directly from Business Associate, Business Associate shall within two (2) working days forward such request to the Covered Entity. Business Associate shall not deny individual’s request for access to the individual’s PHI. Any denials of access to PHI requested will be the responsibility of Covered Entity.

## Availability of PHI for Amendment.

Within ten (10) working days of a request from Covered Entity for the amendment of an individual’s PHI or a record regarding an individual contained in a Designated Record Set (for so long as the PHI is maintained in the Designated Record Set), Business Associate shall provide such information to Covered Entity for amendment and incorporate any such amendments in the PHI as directed by the Covered Entity. Business Associate shall refer any individual’s request for amendment to the Covered Entity. The Covered Entity is responsible for responding to the individual’s request.

## Return or Destruction of Information.

At the termination of the Agreement, Business Associate shall return or destroy all PHI received from or created or received on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of PHI. If Business Associate determines that return or destruction is not feasible, Business Associate shall notify Covered Entity in writing of the reasons why return or destruction is not feasible. If destruction or return is not feasible, Business Associate shall not use or disclose PHI in any manner other than those permitted or required by state and federal laws or for the purposes described herein.

## Ongoing Duty to Protect Information.

Business Associate shall continue to protect individually identifiable health information from unauthorized disclosure in accordance with the terms and conditions of this Addendum and the requirements of state and federal law, for as long as the information is within its possession and control, even after the termination of this Agreement.

## Satisfactory Assurance of Compliance with this Addendum.

The relationship between Covered Entity and Business Associate is required by 45 CFR 164.502(e) to include satisfactory assurance that Business Associate will appropriately safeguard protected health information in conformance with HIPAA. Business Associate shall maintain or implement policies and procedures to ensure maintenance of the PHI consistent with the requirements of state and federal law.

If Covered Entity determines that it does not have satisfactory assurance of Business Associate’s intent and agreement to comply with the terms and conditions of this Addendum, Covered Entity may immediately terminate its Agreement with Business Associate by providing written notice of the same.

The persons signing below, who warrant that they have the authority to execute the contract, execute THIS ADDENDUM, consisting of 5 pages.

|  |  |
| --- | --- |
| CONSULTANT | DEPARTMENT OF SERVICES FOR THE BLIND |
|  |  |
| Signature | Signature  Assistant Director of HR |
| Title and Date | Title and Date |