

**STATE OF WASHINGTON
Washington Student Achievement Council**

&

WASHINGTON STATE OPPORTUNITY SCHOLARSHIP BOARD

REQUEST FOR PROPOSALS (RFP)

for Program Administrator to the Washington State Opportunity Scholarship Board

RFP NO. 17-RFP153

NOTE: If you download this RFP from an agency website located at: <http://www.wsac.wa.gov/>, you are responsible for sending your name, address, e-mail address, and telephone number to the RFP Coordinator in order for your organization to receive any RFP amendments or bidder questions/agency answers.

PROJECT TITLE: Program Administrator for the Washington State Opportunity Scholarship Board

PROPOSAL DUE DATE: December 9, 2016 – 5:00 P.M., Pacific Daylight Time, Olympia, Washington, USA.

E-mailed bids will be accepted. Faxed bids will not be accepted.

ESTIMATED TIME PERIOD FOR CONTRACT: February 1, 2017 – June 30, 2018
The Agency at its sole discretion reserves the right to extend the contract in two-year increments by amendment properly executed and signed by an authorized person on behalf of each party to this agreement, not to exceed a total of ten (10) years.

BIDDER ELIGIBILITY: This procurement is open to those Bidders who satisfy the minimum qualifications stated herein and who are available for work in Washington State.

CONTENTS OF THE REQUEST FOR PROPOSALS:

1. Introduction
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1. INTRODUCTION

1.1. PURPOSE AND BACKGROUND

The Washington Student Achievement Council, hereafter called "AGENCY," is initiating this Request for Proposals (RFP) to solicit proposals from firms interested in serving the Washington State Opportunity Scholarship Board (herein after, WSOS or BOARD) as "Program Administrator" as defined in the Washington Opportunity Scholarship Act at RCW 28B.145.010.

WSOS supports low- and middle-income students pursuing eligible, high-demand majors in science, technology, engineering and mathematics (STEM) and health care, and encourages recipients to work in Washington State once they complete their degrees. To date, more than 5,400 scholarships have been awarded to students pursuing STEM and health care degrees at 68 colleges. By the fall of 2015, more than 1500 Scholars will have graduated and nearly 90 percent of graduating Scholars will have found work in Washington State. This is the first program of its kind in the nation to mitigate the skills gap through the combined strategy of college scholarships and wrap-around support services for scholarship recipients.

WSOS is created and defined by statute in RCW 28B.145 and governed by an eleven-member Board of Directors, all appointed by the Governor of the State of Washington. The purpose of the BOARD is to provide oversight and guidance for the opportunity expansion and the opportunity scholarship programs in light of established legislative priorities and to fulfill the duties and responsibilities under RCW 28B.145, including but not limited to determining eligible education programs for purposes of the opportunity scholarship program. The program administrator, under contract with the AGENCY, shall staff the BOARD and shall have the duties and responsibilities provided in RCW 28B.145, including but not limited to publicizing the program, selecting participants for the opportunity scholarship award, distributing opportunity scholarship awards, and achieving the maximum possible rate of return on investment of the accounts in subsection (2) of this section, while ensuring transparency in the investment decisions and processes. Duties, exercised jointly with the BOARD, include soliciting funds and setting annual fund-raising goals. The program administrator is paid an administrative fee as determined by the BOARD.

Annually, WSOS seeks to meet the following strategic goals:

- A. Promote the scholarship to a wide range of potential Scholars and 1850 Scholars each year in 2017-18, 2018-19 and 2019-2020;
- B. Design and deliver STEM support services to WSOS Scholars which meet the diverse needs of our Scholar population;
- C. Raise private support and investments from industry leaders, corporations, and major donors, and secure state match for all private investments; and
- D. Increase public awareness of WSOS, its Scholars, and its impact.

The AGENCY may award one or more contract(s) to provide the services described in this RFP.

1.2. OBJECTIVES AND SCOPE OF WORK

1.2.1 Introduction

The RFP is for an organization to serve as a Program Administrator to WSOS. The core responsibilities of the Program Administrator are to: (1) act as the employer of record for and provide administrative support to the existing WSOS Team; and (2) provide financial and accounting management for WSOS including WSOS funds and investments.

1.2.2 The WSOS Team **(Do not include these costs in your proposal)**

It is anticipated that the WSOS Team will consist of the following members who will deliver on all programmatic aspects of the Opportunity Scholarship including scholarship administration, student support services, fundraising, communications and governance:

Position	Description	FTE
Executive Director	The WSOS Executive Director reports to the Chair of the WSOS Board of Directors. The Program Administrator serves as the employer of record for the WSOS Executive Director and staff. In collaboration with the Program Administrator, the WSOS Executive Director is responsible for (1) leading and managing the WSOS resource development, fundraising activities and marketing, (2) supervising and managing WSOS staff members who are employees of the Program Administrator, (3) monitoring all activities necessary to implement the WSOS Board's strategic vision for the program.	1.0
Director of STEM Support Services (2)	Reporting to the WSOS Executive Director, the Director(s) of STEM Support Services is responsible for promoting the WSOS program, overseeing programming to support WSOS Scholars' access to STEM or healthcare degree, and helping WSOS Scholars launch a career in STEM/healthcare.	2.0
Director of Corporate Relations & Special Events	Reporting to the WSOS Executive Director, the Director of Corporate Relations and Special Events is responsible for cultivating and stewarding corporate donors and sponsors. In addition to managing these key relationships, the Director of Corporate Relations and Special Events plans and leads WSOS large-scale fundraising events and donor salons.	1.0
Director of Scholarship Services	Reporting to the WSOS Executive Director, the Director of Scholarship Services manages the administration of scholarships to students across Washington state and interfaces with college/university partners, secondary schools and parents to provide exceptional customer service, forecasts WSOS scholarship and revenue models and manages the scholarship application, selection, and award disbursement processes.	1.0
Director of Community Affairs	Reporting to the WSOS Executive Director, the Director of Community Affairs leads WSOS strategy around external messaging, marketing, and branding. The Community Affairs manager also leads the recruitment of partnerships for Industry Exploration events.	1.0
Program Officers – STEM Support Services (4)	Reporting to the Director of STEM Support Services, the Program Officers promote the scholarship, provide support services to students including academic and career coaching.	4.0
Administrative Asst.	Reporting to the WSOS Executive Director, the WSOS Administrative Assistant provides administrative support to the WSOS Executive Director and other WSOS team members, as requested. Chief functions include scheduling and coordinating meetings, expense reporting and processing, constituent database management, and assistance with development coordination.	1.0
Development and Communications Assistant	Reporting to the Director of Corporate Relations & Special Events, the Development Coordinator manages the WSOS donor relationship database, processes donations and gifts	1.0

Data Analyst	Reporting to the Director of Community Affairs, the Data Analyst evaluates programs and conducts research and evaluation support for various annual reports.	1.0

WSOS Team costs include (a) compensation costs of the Team (e.g. salaries at a level satisfactory to the BOARD, benefits, and employer contributions); (b) Team travel and equipment costs. The final contract will be inclusive of the WSOS Team costs, as determined by the BOARD.

1.2.3 Core Responsibilities (Include these costs only in your proposal)

Operational and Administrative Support to WSOS Team.

The Program Administrator will provide facilities and administrative, operational and organizational support to WSOS as follows:

Human Resources

- A. Full cycle hiring processes including recruiting, interview coordination, drug/background testing and onboarding.
- B. Benefits administration, planning and implementation including retirement, medical/dental/vision, flexible spending account, and life/long term disability/AD&D insurance.
- C. Payroll processing including benefit deduction, vacation/sick balances and tax filing.
- D. Human resources programs which support employee evaluation, development and retention.

Information Technology

- A. Network, internet connectivity, telephone, and printing/faxing support including e-mail hosting/Outlook web access/PDA phone support, website hosting with core content update support, workgroup printer, multi-function copier, fax machine and video and telephone conferencing support.
- B. Help desk support including multi-media, event/meeting support, desktop training, account maintenance, hardware support, and software support.
- C. Management of various databases/software packages, donor/prospect/pledge-tracking, accounting databases, and event mailing/rsvp databases.
- D. Other IT support including asset tracking, user training, maintenance, file backup and recovery systems, public domain name service configuration maintenance, and creation of IT Policies & Procedures.

Finance and Accounting Management and Support

The Program Administrator will manage WSOS accounts and finances as follows:

- A. Responsible for the full accounting cycle for WSOS through financial statements.
- B. Provide financial analysis in the areas of WSOS scholarships operating performance, financial strength and solvency, cash flow and scenario planning.
- C. Provide treasury management including investment management, receiving pledges and donations, paying bills on behalf of WSOS, and providing WSOS staff with company credit cards.
- D. Support the WSOS Finance and Investment Committee by preparing financial statements, materials and miscellaneous other requests as directed by the BOARD.
- E. Prepare and file all federal, state and local tax, compliance and regulatory forms and resolve liabilities where applicable.
- F. Responsible for the full payroll cycle.

1.3 MINIMUM QUALIFICATIONS

Minimum qualifications include:

- Licensed to do business in the State of Washington or provide a commitment that it will become licensed in Washington within thirty (30) calendar days of being selected as the Apparent Successful Bidder.
- A private nonprofit corporation registered under Title 24 RCW and qualified as a tax-exempt entity under section 501(c)(3) of the federal internal revenue code.

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.

1.4 FUNDING

RCW 28B.145.030(1) provides that the Program Administrator shall be paid an administrative fee as determined by the BOARD. The BOARD has budgeted an annual amount exclusive of WSOS Team costs and Additional Opportunities for Partnership costs not to exceed five hundred thousand dollars (\$500,000) per year for this contract. Proposals in excess of \$500,000 per year exclusive of WSOS Team costs and Additional Opportunities for Partnership costs will be considered non-responsive and will not be evaluated. In the event that additional funding becomes available, any contract awarded may be renegotiated to provide for additional related services.

Any contract awarded as a result of this procurement is contingent upon the availability of funding and an award of delegated authority to the AGENCY as provided for in RCW 39.26.090.

1.5 PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about February 1, 2017 and to end on June 30, 2018. The AGENCY at its sole discretion reserves the right to extend the contract in two-year increments by amendment properly executed and signed by an authorized person on behalf of each party to this agreement, not to exceed a total of ten (10) years.

1.6 CONTRACTING WITH CURRENT OR FORMER STATE EMPLOYEES

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

1.7 DEFINITIONS

Definitions for the purposes of this RFP include:

Agency – The Washington Student Achievement Council is the agency of the state of Washington that is issuing this RFP.

Board – The Washington State Opportunity Scholarship Board of Directors.

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

Bidder– Individual or company that submits 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.

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

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

1.8 Americans with Disabilities Act (ADA)

The AGENCY complies with the Americans with Disabilities Act (ADA). Bidders may contact the RFP Coordinator to receive this Request for Proposals in braille or on audio tape.

2. GENERAL INFORMATION FOR BIDDERS

2.1. RFP COORDINATOR

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

Name	Donald G. Alexander
E-Mail Address	dona@wsac.wa.gov

Mailing Address	Washington Student Achievement Council 917 Lakeridge Way SW P.O. Box 43430 Olympia, WA 98504-3430
Physical Address for Delivery	917 Lakeridge Way SW Olympia, WA 98502
Phone Number	(360) 753-7816

Bidders are to rely on only written statements issued by the RFP Coordinator. Any other communication will be considered unofficial and non-binding on the AGENCY.

Communication directed to parties other than the RFP Coordinator may result in disqualification of the Bidder.

2.2. ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue RFP	November 10, 2016
Question & answer period	November 10, 2016 to November 17, 2016
Issue last addendum to RFP	November 18, 2016
Bidder complaint period ends (see section 4.5)	December 2, 2016
Proposals due	December 9, 2016
Evaluate proposals	December 9, 2016 to December 13, 2016
Conduct oral interviews with finalists, if required	December 14, 2016
Announce "Apparent Successful Bidder" and send notification via fax or e-mail to unsuccessful Bidders	December 15, 2016
Hold debriefing conferences (if requested)	December 21, 2016
Protest period closes	December 29, 2016
Negotiate contract	December 15, 2016 to January 13, 2017
Begin contract work	February 1, 2017

The AGENCY and the BOARD reserve the right to revise the above schedule.

2.3 SUBMISSION OF PROPOSALS

Proposals may not be transmitted by fax.

ELECTRONIC PROPOSALS:

The proposal **must be received by the RFP Coordinator** no later than 5:00 P.M., Pacific Daylight Time in Olympia, Washington on Friday, December 9, 2016.

Proposals must be submitted electronically as an attachment to an e-mail to Donald G. Alexander, the RFP Coordinator, at the e-mail address listed in Section 2.1. Attachments to e-mail shall be in Microsoft Word or PDF format. Zipped files cannot be received by the AGENCY and cannot be used for submission of proposals. The cover submittal letter and the Certifications and Assurances form must have a scanned signature of the individual within the organization authorized to bind the Bidder to the offer. The AGENCY does not assume responsibility for problems with Bidder's e-mail. If the AGENCY'S email is not working, appropriate allowances will be made.

Bidders should allow sufficient time to ensure timely receipt of the proposal by the RFP Coordinator. Late proposals will not be accepted and will be automatically disqualified from further consideration unless the AGENCY'S e-mail is found to be at fault. All proposals and any accompanying documentation become the property of the AGENCY and will not be returned.

2.4 PUBLIC DISCLOSURE AND EXEMPT INFORMATION

Proposals submitted in response to this competitive procurement shall become the property of the AGENCY.

Pursuant to RCW 39.26.030, proposals and evaluations are exempt from disclosure until the AGENCY announces the Apparent Successful Bidder. Thereafter, the proposals shall be deemed public records as defined in RCW 42.56 and are subject to disclosure.

Bidder must clearly designate any information in the proposal that the Bidder desires to claim as exempt from disclosure under the provisions of RCW 42.56 or other state or federal law that provides for the nondisclosure of your document. The page must be identified as well as the particular exception from disclosure upon which the Bidder is making the claim. Each page claimed to be exempt from disclosure must be clearly identified by the words "Exempt from Disclosure" printed on the lower right hand corner of the page.

Designating the entire proposal exempt from disclosure will not be honored. The Bidder must be reasonable in designating information as exempt. If any information designated as exempt in the proposal is subject to a public records request, the AGENCY will notify the affected Bidder and such information will not be made available until the affected Bidder has been given an opportunity to seek a court injunction against the requested disclosure.

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 RFP Coordinator is required. All requests for information should be directed to the RFP Coordinator.

2.5 REVISIONS TO THE RFP

In the event it becomes necessary to revise any part of this RFP, addenda will be provided via e-mail to all individuals who have made the RFP Coordinator aware of their interest. Addenda will also be published on <http://www.wsac.wa.gov/>. For this purpose, the

published questions and answers and any other pertinent information shall be provided as an addendum to the RFP and will be placed on the website.

If you downloaded this RFP from the AGENCY website located at: <http://www.wsac.wa.gov/>, you are responsible for sending your name, e-mail address, and telephone number to the RFP Coordinator in order for your organization to receive any RFP addenda.

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

2.6 MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

In accordance with 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). Participation may be either on a direct basis in response to this solicitation or on a subcontractor basis. 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 MBE is 10% and it is 4% for WBE for this type of project. These goals are voluntary. For information on certified firms, Bidders may contact OMWBE at 360-753-9693 or <http://www.omwbe.wa.gov>.

2.7 ACCEPTANCE PERIOD

Proposals must remain valid and provide ninety (90) days for acceptance by AGENCY from the due date for receipt of proposals.

2.8 RESPONSIVENESS

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

The AGENCY also reserves the right at its sole discretion to waive minor, immaterial irregularities in a bid.

2.9 MOST FAVORABLE TERMS / NO BAFO

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 Bidder can propose. There will be no best and final offer procedure. The AGENCY does reserve the right to contact a Bidder for clarification of its proposal.

The Apparent Successful Bidder should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some or all of the Bidder'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.

2.10 CONTRACT AND GENERAL TERMS & CONDITIONS

The Apparent Successful Bidder will be expected to enter into a contract that is substantially the same as the sample contract and its general terms and conditions attached as Exhibit B. In no event is a Bidder to submit its own standard contract terms and conditions in response to this solicitation. The Bidder may submit exceptions as allowed in the Certifications and Assurances form, Exhibit A, to this solicitation. All exceptions to the contract terms and conditions must be submitted as an attachment to Exhibit A, Certifications and Assurances form. The AGENCY will review requested exceptions and accept or reject the same at its sole discretion.

2.11 COSTS TO PROPOSE

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

2.12 NO OBLIGATION TO CONTRACT

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

2.13 REJECTION OF PROPOSALS

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

2.14 COMMITMENT OF FUNDS

The Director of the AGENCY or the Director's delegate is the only individual who may legally commit the State of Washington to the expenditures of funds for a contract resulting from this RFP. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

2.15 ELECTRONIC PAYMENT

The state of Washington prefers to utilize electronic payment in its transactions. The successful Bidder will be provided a form to complete with the contract to authorize such payment method.

2.16 INSURANCE COVERAGE

Bidders are requested to review and respond to the provisions of *Exhibit B – Form of Contract* Section III.B.8, entitled "Insurance," which is incorporated by reference.

3. PROPOSAL CONTENTS

ELECTRONIC PROPOSALS:

Proposals must be written in English and submitted electronically to the RFP Coordinator in the order noted below:

1. Letter of Submittal, including signed Certifications and Assurances (Exhibit A to this RFP);
2. Technical Proposal;
3. Management Proposal;
4. Cost Proposal; and,
5. Audited Financial Statement, Management Letter and IRS Form 990

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 Bidder in preparing a thorough response.

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

3.1. LETTER OF SUBMITTAL (MANDATORY)

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

1. Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom contract would be written.
2. Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.)
3. Legal status of the Bidder (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.
4. Federal Employer Tax Identification number or Social Security number and the Washington Uniform Business Identification (UBI) number issued by the state of Washington Department of Revenue. If the Bidder does not have a UBI number, the Bidder must state that it will become licensed in Washington within thirty (30) calendar days of being selected as the Apparent Successful Bidder.
5. Location of the facility from which the Bidder would operate if selected as the Apparent Successful Bidder.
6. Identification of any state employees or former state employees employed by the firm or on the firm's governing board as of the date of the proposal. Include their position and responsibilities within the Bidder's organization. If, following a review of this information, it is determined by the AGENCY that a conflict of interest exists, the Bidder may be disqualified from further consideration for the award of a contract.

3.2. TECHNICAL PROPOSAL (SCORED)

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

- A. **Project Approach/Methodology** – Include a complete description of the Bidder's proposed approach and methodology for the project. This section should convey Bidder's understanding of the proposed project.
- B. **Work Plan** – Include all project requirements and the proposed tasks, services, activities, etc., necessary to accomplish the scope of the project defined in this RFP. This section of the technical proposal must contain sufficient detail to convey to members of the evaluation team the Bidder's knowledge of the subjects and skills necessary to successfully complete the project. Include any required involvement of AGENCY staff. The Bidder may also present any creative approaches that might be appropriate and may provide any pertinent supporting documentation. The Work Plan must support the requirements set forth in Section 1.2, Objectives and Scope of Work.
- C. **Outcomes and Performance Measurement** – Describe the impacts/outcomes the Bidders propose to achieve as a result of the delivery of these services, including how these outcomes would be monitored, measured, and reported to the AGENCY.
- D. **Risks** – The Bidder must identify potential risks that are considered significant to the success of the project. Include how the Bidder would propose to effectively monitor and manage these risks, including reporting of risks to the AGENCY'S contract manager.

3.3. MANAGEMENT PROPOSAL AND RESPONSIBILITY CRITERIA

A. Project Management (SCORED)

- 1. **Project Team Structure/Internal Controls** – Provide a description of your proposed support team structure and internal controls to be used during the course of the project, including any subcontractors. Provide an organizational chart of your firm indicating lines of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level of management. Include who within the firm will have prime responsibility and final authority for the work.
- 2. **Staff Qualifications/Experience** – Identify staff, including subcontractors, who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel, and include the amount of time each will be assigned to the project. Provide resumes for the named staff, which include information on the individual's particular skills related to this project, education, experience, significant accomplishments, and any other pertinent information. The Bidder must commit that staff identified in its proposal will actually perform the assigned work. Any staff substitution must have the prior approval of the AGENCY.

B. Experience of the Bidder (SCORED)

1. Please describe your expertise and knowledge of WSOS activities, including fundraising, managing scholarships, scholarship promotion, and college and career advising, especially in the areas of science, technology, engineering, math, health care and other high-demand fields.
2. Indicate the experience the Bidder and any subcontractors have in the following areas associated with:
 - a. Demonstrated understanding of the WSOS mission and goals;
 - b. Qualifications and experience in providing the Core Responsibilities as set out in Section 1.2 Objectives and Scope of Work;
 - c. Capacity to effectively handle the day-to-day program operations;
 - d. Familiarity with the public and private college system in Washington;
 - e. Familiarity with the science, technology, engineering, math (STEM) and health care ecosystems;
 - f. Ability to leverage current program offerings to further the WSOS programmatic goals as set out in the Project Description/Statement of Work section.
3. Include other relevant experience that indicates the qualifications of the Bidder, and any subcontractors, for the performance of the potential contract.
4. Include a list of contracts the Bidder has had during the last five years that relate to the Bidder's ability to perform the services needed under this RFP. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and fax numbers/e-mail addresses.

C. Related Information (MANDATORY)

1. If the Bidder or any subcontractor contracted with the state of Washington during the past 24 months, indicate the name of the agency, the contract number(s) and project description, and/or other information available to identify the contract(s).
2. If the Bidder'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(s) by name, the agency previously or currently employed by, job title or position held, and separation date.
3. If the Bidder 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 Bidder's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Bidder, or (b) litigated, and such litigation determined that the Bidder was in default. Submit full details of the terms for default including the other party's name, address, and phone number. Present the Bidder's position on the matter. The AGENCY and the BOARD 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 Bidder in the past five years, so indicate.

D. References (MANDATORY)

List names, addresses, telephone numbers, and e-mail addresses of three (3) business references for the Bidder and three (3) business references for the lead staff person, for whom work has been accomplished, and briefly describe the type of service provided. Do not include current AGENCY staff or BOARD as references. The Bidder and the lead staff person must grant permission to the AGENCY to contact the references and others who may have pertinent information regarding the Bidder's and the lead staff person's qualifications and experience to perform the services required by this RFP as well as their character, integrity, reputation, judgment, experience, and efficiency. The AGENCY may evaluate references at the AGENCY'S discretion.

E. OMWBE Certification (OPTIONAL AND NOT SCORED)

Include proof of certification issued by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) if certified minority-owned firm or women-owned firm(s) will be participating on this project. For information: <http://www.omwbe.wa.gov>.

F. Additional Information

The Agency and Board reserve the right to evaluate such other information as may be secured having a bearing on the decision to award the contract.

3.4. COST PROPOSAL

The maximum fee for this contract exclusive of WSOS Team costs and Additional Opportunities for Partnership costs must be five hundred thousand dollars (\$500,000) per year or less in order to be considered responsive to this RFP.

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

A. Identification of Costs (SCORED)

Identify all costs in U.S. dollars, including expenses to be charged for performing the services necessary to accomplish the objectives of the contract exclusive of WSOS Team and Additional Opportunities for Partnership costs. The Bidder is to submit a fully detailed budget, including non WSOS Team staff costs and any expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Bidders are required to collect and pay Washington state sales and use taxes, as applicable. The Bidder may provide a separate abbreviated proposal and cost for each function under Additional Opportunities for Partnership that they care to bid. **THESE ABBREVIATED PROPOSALS AND COSTS WILL NOT BE SCORED.**

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

B. Computation

The score for the cost proposal will be computed by dividing the lowest cost bid received by the Bidder's total cost. Then the resultant number will be multiplied by the maximum possible points for the cost section.

3.5. AUDIT AND 990

For each of the two previous fiscal years, Bidders shall provide an audited financial statement prepared by an independent CPA, a management letter containing comments and recommendations with respect to accounting and administrative controls and efficiency, and IRS Form 990 (and 990-T).

4. EVALUATION AND CONTRACT AWARD

4.1. EVALUATION PROCEDURE

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

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

4.2. EVALUATION WEIGHTING AND SCORING

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

Technical Proposal – 20%		20 points
Project Approach/Methodology	13 points (maximum)	
Quality of Work Plan	17 points (maximum)	
Management Proposal – 50%		50 points
Project Team Structure and Internal Controls	15 points (maximum)	
Staff Qualifications/Experience	25 points (maximum)	
Experience of the Bidder	10 points (maximum)	
Cost Proposal – 30%		30 points
TOTAL		100 POINTS

AGENCY and the BOARD may consider information about a Bidder it becomes aware of after proposals are considered and reserves the right to award the contract to the Bidder whose proposal is deemed to be in the best interest of the BOARD, the AGENCY and the state of Washington.

4.3. ORAL PRESENTATIONS MAY BE REQUIRED

The AGENCY and the BOARD, after evaluations of the written proposals, may elect to schedule oral presentations of the finalists. Should oral presentations become necessary, RFP Coordinator will contact the top-scoring Bidder(s) from the written evaluation to schedule a date, time, and location. Commitments, if any, made by the Bidder at the oral presentation will be considered binding.

The oral presentation, if required, will be primarily for purposes of clarifying matters submitted in the written materials. Based on the oral presentation, the evaluation team may add or subtract points from the scoring of the written proposal. After consideration of all materials and information presented, an Apparent Successful Bidder will be selected based on the proposal that best satisfies the provisions of RCW 39.26.160.

4.4. NOTIFICATION TO BIDDERS

The AGENCY will notify the Apparent Successful Bidder of its selection in writing upon completion of the evaluation process. Individuals or firms whose proposals were not selected for further negotiation or award will be notified separately by e-mail.

4.5. COMPLAINT PROCEDURE

Complaints may be made by any vendor who is a prospective bidder. The complaint process occurs early in the solicitation to catch mistakes and errors before vendors must submit a bid. A vendor may file a complaint based on one or more of the following reasons:

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

Complaints must be in writing, describe the reason(s) for the complaint, and provide sufficient basis for the complaint. The complaint must state the RFP number, the reason(s) for the complaint with specific facts and complete statements of the basis for the complaint. A description of the corrective action or remedy being requested must also be included. Complaints must be signed by the vendor or an authorized Agent.

Complaints may be submitted by mail, e-mail, or hand delivered and must be addressed to the RFP coordinator.

Complaints must be received by the RFP coordinator no later than 5:00 PM, local time, in Olympia, Washington on the fifth (5th) business days prior to when the bids are due. Complaints received less than five (5) business days prior to when the bids are due will be reviewed and considered at the sole discretion of the AGENCY.

The RFP coordinator will respond in writing to all complaints within three (3) business days of receipt of the complaint, and a copy of the response will be posted on WEBS. The response will include the decision, how the review was conducted, and the basis upon which a decision was made. The AGENCY decision regarding the complaint is not appealable. The complaint may not be raised again during the protest period.

4.6. DEBRIEFING OF UNSUCCESSFUL BIDDERS AND PROTEST PROCEDURE

Any Bidder who has submitted a proposal and been notified that they were not selected for contract award may request a debriefing conference. Debriefing requests must be received by the RFP Coordinator no later than 5:00 PM, local time, in Olympia, Washington on the third business day following the transmittal of the Unsuccessful Bidder Notification or posting of the Notice of Apparent Successful Bidder on WEBS, whichever is later. The debriefing must be held within three (3) business days of the request.

Requests for a debriefing conference must be in writing and signed by the Bidder or an authorized Agent.

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

- The AGENCY'S procedures used to follow the evaluation process articulated in the RFP.
- Evaluation and scoring of the Bidder's proposal.
- Feedback on the Bidder's proposal based on the evaluation.
- Review of Bidder's final score in comparison with other final scores without identifying the other Bidders.

The RFP coordinator will schedule the debriefing conference for a maximum of one hour which must be held within three (3) business days of the request and will promptly notify the Bidder of the debriefing conference date and time. Comparisons between proposals or evaluations of the other proposals, other than the final scores, will not be allowed. Debriefing conferences may be conducted in person or on the telephone.

Only Bidders who submitted a proposal and who have participated in a debriefing conference may file a protest. Upon completing the debriefing conference, the Bidder is allowed five (5) business days to file a protest of the acquisition with the RFP Coordinator. Protests must be received by the RFP Coordinator no later than 5:00 PM, local time, in Olympia, Washington on the fifth business day following the debriefing conference. Protests may be submitted by e-mail.

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

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

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

- A matter of bias, discrimination, or conflict of interest on the part of an evaluator.
- Errors or flaws in the scoring process.
- Non-compliance with procedures described in the procurement document or AGENCY policy.

Protests not based on one or more of the three issues immediately above 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 and the BOARD's assessment of its own 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 written decision within ten (10) 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 Bidder that also submitted a proposal, such Bidder will be given an opportunity to submit its views and any relevant information on the protest to the RFP Coordinator.

The final determination of the protest shall:

- Find the protest lacking in merit, therefore deny the protest and uphold the AGENCY's action; or
- Find only technical or harmless errors in the AGENCY's procurement process and determine the AGENCY to be in substantial compliance, therefore deny the protest and uphold the AGENCY's action; or
- Find merit in the protest and therefore provide the AGENCY options which may include:
 - Correct the errors and re-evaluate all proposals; or
 - Cancel the solicitation and, at the AGENCY's sole discretion, begin a new solicitation process; or
 - 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 Apparent Successful Bidder. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken. The RFP coordinator will post a copy of the protest and determination on WEBS and provide copies to the AGENCY head and the Director of the Department of Enterprise Services.

5. RFP EXHIBITS

Exhibit A Certifications and Assurances

Exhibit B Professional Service Contract Format including General Terms and Conditions (GT&Cs)

CERTIFICATIONS AND ASSURANCES

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract:

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. 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.
3. The attached proposal is a firm offer for a period of 90 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 90-day period.
4. In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington or member of the Washington State Opportunity Scholarship Board or WSOS Team subsequent to the issuance of this RFP whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. If there are exceptions to these assurances, I/we have described them in full detail on a separate page attached to this document.
5. 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.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by him/her prior to opening, directly or indirectly, to any other Bidder or to any competitor.
7. 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.
8. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
9. I/we grant the AGENCY the right to contact references and others who may have pertinent information regarding the ability of the Bidder and the lead staff person to perform the services contemplated by this RFP.
10. 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, his/her name is noted on a separate attached page.

We (circle one) **are / are not** submitting proposed Contract exceptions. (See RFP Section 2.11, "Contract and General Terms & Conditions.") If Contract exceptions are being submitted, I/we have attached them to this form.

On behalf of the Bidder submitting this proposal, my name below attests to the accuracy of the above statement. We are submitting a scanned signature of this form with our proposal.

Signature of Bidder

Title

Date

Contract No. (Number)

**Contract for Professional Services
between the
State of Washington
Washington Student Achievement Council
and
(Contractor)**

for Program Administrator to the Washington State Opportunity Scholarship Board

This Contract is made and entered into by and between the state of Washington, Washington Student Achievement Council, hereinafter referred to as the "**AGENCY**" or "WSAC," and the below named firm, hereinafter referred to as "**CONTRACTOR**" or "Program Administrator."

(Contractor Name)

(address)

(city, state, zip)

Phone: (Phone Number)

FAX: (Fax)

Email: (Email)

Federal TIN: (TIN #)

WA State UBI Number: (UBI #)

I. PURPOSE

The purpose of this contract is to perform the duties prescribed under Ch. 28B.145 RCW as enacted by the 2011 Washington Legislature by passing the Washington State Opportunity Scholarship (WSOS) Act (Chapter 13, 2011 Laws 1st Special Session) to assist low-income and middle-income students pursue high-demand degrees in Science, Technology, Engineering, Math (STEM) and Health Care at Washington colleges and universities. The WSOS BOARD was created with members appointed by the Governor to provide oversight and guidance for the Washington State Opportunity Scholarship and Opportunity Expansion programs. The Program Administrator shall act as the WSOS Program Administrator, shall staff the WSOS BOARD, and shall manage the WSOS program. WSAC shall manage the opportunity scholarship match transfer account. This contract establishes the responsibilities for each of the three parties in the administration of the Opportunity Scholarship and Opportunity Expansion programs.

The WSOS Program Administrator is defined in RCW 28B.145.010 as "a college scholarship organization that is a private nonprofit corporation registered under Title 24 RCW and qualified as a tax-exempt entity under section 501(c)(3) of the federal internal revenue code, with expertise in managing scholarships and college advising." The Program Administrator is a [insert mission].

The work related to the administration of the Opportunity Scholarship and Opportunity Expansion programs by the Program Administrator will be overseen by the WSOS BOARD which will determine the administrative fee for the WSOS Program Administrator.

II. APPOINTMENT/TERMINATION

The WSOS BOARD and WSAC hereby engage and retain the Program Administrator as WSOS Program Administrator (WSOS Administrator) to perform the services described herein. The appointment may be terminated by the WSOS BOARD with or without cause upon 90 days' notice to the Program Administrator. The Program Administrator may resign with or without cause upon 90 days' notice to the WSOS BOARD and WSAC.

Upon termination of the Program Administrator's appointment, the Program Administrator will provide WSOS BOARD with books, records, documents, data, including, but not limited to, student records, data, and other evidence relating to this contract and performance of the services described herein including, but not limited to, accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract within seven (7) days of termination.

Should the appointment of the Program Administrator be terminated, or should the Program Administrator resign, or should the Program Administrator cease operations for any reason while it is still under contract as the WSOS Administrator, the Program Administrator will promptly transfer all assets held in the Scholarship Account and in the Endowment Account to a successor Program Administrator or to the WSOS BOARD, as directed by the WSOS BOARD.

III. SCOPE OF WORK

A. WSOS BOARD

The WSOS BOARD provides oversight and guidance for the Washington State Opportunity Scholarship and Washington State Opportunity Expansion programs as outlined in Ch. 28B.145 RCW. Primary responsibilities include:

1. Determine the administrative structure and fees to the Program Administrator.
2. Solicit funds and set annual fund-raising goals for both the scholarship account and the endowment account with support from the Program Administrator. Goals include:
 - a. Maintaining a robust scholarship program.
 - b. Maximizing private sector contributions to both accounts.
 - c. Considering the needs for a long-term funding mechanism while balancing the needs of current students.
3. Determine eligible programs of study leading to bachelor's degrees that scholarship recipients must pursue to receive scholarship funding.
4. Provide general program guidance and ensure the fulfillment of duties and responsibilities assigned to the Program Administrator.
5. Determine, with the Program Administrator's assistance, the division of funds between the scholarship and endowment accounts in the case of undesignated grants and contributions.
6. Report to the Governor, WSAC, and Higher Education legislative committees regarding the WSOS program including:
 - a. The selected education programs for the scholarships.
 - b. The number of scholarship applicants and participants and their demographic information.
 - c. The number and amount of scholarships awarded and from which account they were paid.
 - d. The institutions and education programs in which participants enrolled.
 - e. The total amount of private contributions and state matching funds, how funds were distributed between the scholarship and endowment accounts including investment income and administrative fee paid to the Program Administrator.
7. Ensure that principal and income held in the WSOS Account and income from the Opportunity Endowment Account is used to cover the cost of scholarships disbursed and administrative fee.
8. Select institutions of higher education to receive opportunity expansion awards as provided in RCW 288.145.060.
9. Comply with all applicable state laws and rules including but not limited to the open public meetings act (Ch. 42.30 RCW), ethics in public service (Ch. 42.52 RCW), public records act (Ch. 42.56.RCW), and state budgeting, accounting and reporting system (Ch. 43.88 RCW).

B. (insert name of Bidder)

[name of Bidder], serving as the Program Administrator, shall staff and administer WSOS as directed by the WSOS BOARD and perform the duties and responsibilities as outlined in the statute to manage the scholarship fund and expansion fund accounts and administer the program. Primary responsibilities include:

1. Provide administrative support to the WSOS BOARD and staff.
2. Compensate WSOS staff, consultants and contractors at a level satisfactory to the WSOS Board.
3. Manage the opportunity scholarship fund accounts.
 - a. Establish and manage two separate investment accounts: the Opportunity Scholarship Account and the Opportunity Endowment Account to receive grants and contributions from private sources and state matching funds and to disburse scholarship awards.
 - i. Manage the Scholarship and Endowment Accounts to achieve the maximum rate of return on the investment accounts in accordance with the prudent investor standard and the Uniform Prudent Management of Institutional Funds Act (UPMIFA), RCW 24.55.
 - ii. All assets held in the Scholarship Account and in the Endowment Account are held in trust by the Program Administrator for the exclusive benefit of the WSOS BOARD to carry out the purposes set forth in Ch. 28B.145 RCW.
 - b. Award funds from the scholarship account on an annual basis.
 - c. Consult with WSAC and the Office of Financial Management prior to disbursing funds from the Endowment Account.
 - i. Endowment account scholarship disbursements occur only if the state match has been made into both accounts; the appropriations for State Need Grant meet or exceed appropriations made in the 2011-2013 biennium, adjusted for inflation, and eligibility for State Need Grant is at least 70 percent of median family income; and the state has made progress in per-student funding levels as provided in RCW 28B.145.030.
 - d. Ensure transparency in the investment decisions and process.
4. Support the WSOS BOARD and staff in processing gifts and donations to Washington State Opportunity Scholarship.
 - a. Accept grants and contributions from private sources via direct payment, pledge agreement, or otherwise for deposit into one or both of the two accounts.
 - b. Provide proof of receipt of grants and contributions from private sources to WSAC, identifying the amounts received by name of private source and date, and whether the amounts received were deposited into the Scholarship or Endowment account as determined by the legislation.
 - c. Deposit grants and contributions into the Scholarship or Endowment account consistent with designation by donors or consistent with statute if no designation.
 - d. Verify that state matching fund expenditures do not exceed the total amount of private contributions.

5. Support the WSOS Board in the design and manage the scholarship program.
 - a. Develop and implement a promotion, application, selection, and notification process for awarding opportunity scholarships.
 - b. Make awards no later than October 1 each year.
 - c. Provide verification that scholarship awards disbursed from the Endowment account from earnings occur only in years that meet the criteria described in RCW 28B.145.030.
 - d. Determine the scholarship award amounts.
 - i. The award shall be at least one thousand dollars or the difference in tuition and fees from 2008-09 to the academic year of disbursements.
 - ii. Awards may be increased on an income-based sliding scale to cover eligible expenses or encourage participation in targeted programs.
 - iii. Scholarships should be renewable to the extent funds are available.
 - e. Disburse scholarships to eligible Washington resident students at or below 125 percent median family income enrolled in eligible programs up to 125 percent of the length of the program, and other criteria as specified in RCW 28B.145.
 - i. Students must file a Free Application for Federal Student Aid and apply for educational tax credits if applicable.
 - f. Notify institutions of scholarship recipients and terms of the student's eligibility.
 - g. Consult with WSAC and the State Board for Community and Technical Colleges to determine eligible educational expenses.
6. Manage the Opportunity Expansion Program (OEP)
 - a. Assist WSOS BOARD with development and implementation of an application, selection, and notification process for making OEP awards to institutions of higher education.
 - b. Accept grants and contributions from private sources for OEP awards.
7. [Bidder] will provide the WSOS Board with consolidated and fund specific financial reporting on a quarterly basis including fund balance sheets, income statements, net asset reports and budgets with actual and year-over-year comparisons within 30 days after the end of the prior quarter throughout the duration of the contract.
8. Insurance.
 - a. The Program Administrator shall maintain the following insurance at the following limits to satisfy its obligations under this Agreement:

Commercial General Liability	\$1,000,000
Directors & Officers Liability Full Prior Acts Coverage	\$5,000,000
Professional Liability (Errors and Omissions)	\$3,000,000

Employment Practices Liability	
Full Prior Acts Coverage	\$5,000,000
Fiduciary Liability	\$1,000,000
Employee Dishonesty	\$500,000
ERISA Fidelity	\$500,000
Forgery Alteration	\$50,000
Cyber-Security and Privacy Breach	\$25,000,000 per occurrence/claim \$75,000,000 annual aggregate

- b. Above insurance policy shall include the following **additional** provisions:
1. **Additional Insured.** The state of Washington, 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.
 2. **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 ten (10) days advance notice of cancellation. Insurers subject to 48.15 RCW: The state shall be given twenty (20) days advance notice of cancellation. If cancellation is due to non-payment of premium, the state shall be given ten (10) days advance notice of cancellation.
 3. **Identification.** Policy must reference the state’s contract number and the AGENCY name.
 4. **Insurance Carrier Rating.** All insurance and bonds should be issued by companies admitted to do business within the state of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best’s Reports. Any exception shall be reviewed and approved by the AGENCY’s Risk Manager, or the Risk Manager for the state of Washington, before the contract is accepted or work may begin. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.
 5. **Excess Coverage.** By requiring insurance herein, the state does not represent that coverage and limits will be adequate to protect Contractor, and such coverage and limits shall not limit Contractor’s liability under the indemnities and reimbursements granted to the state in this contract.
- c. 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 responsible in any way for claims filed by the Contractor or their employees for services performed under the terms of this contract.

C. WSAC

WSAC will manage the Opportunity Scholarship Match Transfer Account. Primary responsibilities include:

1. Subject to the availability of funds appropriated to provide matching funds for the Opportunity Scholarship program, ensure funds are transferred to the Opportunity Scholarship Match Transfer Account.
2. Ensure that transfers of state matching funds to the Scholarship account and the Endowment account do not exceed the total amount of private contributions deposited in each account.
3. Authorize transfers in a timely manner following receipt of proof of private contributions. The transfer of matching funds to the Program Administrator under the terms of this agreement, as provided under RCW 28B.145.050(5), furthers the fundamental governmental purpose of providing educational opportunity to students attending institutions of higher education in Washington, through the means of this public-private partnership created to provide scholarships to help mitigate the impact of tuition increases and increase the number of baccalaureate degrees in high employer demand and other programs. This agreement acknowledges that valuable consideration has been given through the receipt of private contributions to the Opportunity Scholarship program in furtherance of these public purposes and the transfer of matching funds is authorized in exchange for such consideration.
4. Ensure that total expenditures from the Opportunity Scholarship Match Transfer Account do not exceed the total amount of private contributions.
5. Contract with the Program Administrator on behalf of the WSOS BOARD.

IV. PERIOD OF PERFORMANCE

The period of performance under this contract will be from February 1, 2017, or date of execution, whichever is later, through June 30, 2018. The initial period of performance may be extended in two-year increments by amendment properly executed and signed by an authorized person on behalf of each party to this agreement, not to exceed a total of ten (10) years.

V. COMPENSATION

Total compensation payable to the Program Administrator for satisfactory performance of the work under this contract shall be _____. In the event the contract is extended by amendment as provided in this contract, the amendment may include an increase in compensation based on demonstrated cost increases.

VI. CONTRACT MANAGEMENT

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

CONTRACTOR Contract Manager	AGENCY Contract Manager
(Enter Contract Manager's Name)	Rachelle Sharpe
(Enter Name of CONTRACTOR)	Washington Student Achievement Council
(Enter CONTRACTOR Address)	917 Lakeridge Way SW
(Enter City, State & Zip Code)	P.O. Box 43430 Olympia, WA 98504-3430
Phone : ((Phone)) (Number)	Phone: (360-753-7872) `
Fax: ((Fax)) (Number)	Fax: (360-753-7808)
Email address: (Email)	Email address: RachelleS@wsac.wa.gov

VII. ASSURANCES

WSAC and the Program Administrator 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.

VIII. RIGHTS IN DATA

All data generated in operating the WSOS program shall be owned by the State of Washington, Opportunity Scholarship Board.

IX. ACCESS TO DATA

In compliance with RCW 39.29.080, the Program Administrator shall provide access to all data, including data on scholar recipients, generated under this contract to WSAC and the WSOS BOARD, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of Program Administrator reports, including computer models and methodology for those models.

X. RIGHT TO AUDIT

The Program Administrator shall employ and independent accounting firm for the purposes of conducting an annual audit of Program Administrator's financial status and operational controls. The results of the annual report, to include any and all WSOS programs, will be made available to the WSOS Board and WSAC immediately following the issue of the report to the Program Administrator. At any time requested by the WSOS BOARD, or by WSAC, whether during or after completion of this Agreement, the Program Administrator shall make records available for inspection and audit by the WSOS BOARD or by WSAC. The relevant financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for the WSOS BOARD or by WSAC.

XI. AMENDMENTS

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

XII. ASSIGNMENT

Neither this contract, nor any claim arising under this contract, shall be transferred or assigned by the Program Administrator without prior written consent of WSAC in consultation with the WSOS BOARD.

XIII. ENTIRE CONTRACT

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

XIV. GOVERNING LAW

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

XV. INDEMNIFICATION

Each party shall be responsible for the negligence of its own employees or agents in the performance of this Contract. In the case of negligence of both Parties, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party.

To the fullest extent permitted by law, the Program Administrator expressly agrees to indemnify, defend, and hold harmless WSAC for any claim arising out of or incident to the Program Administrator's performance or failure to perform the contract. This indemnification includes any claim by or against the Program Administrator or WSOS BOARD, or their agents, employees, representatives, or any subcontractor or their employees. Program Administrator 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.

XVI. INDEPENDENT CAPACITY OF THE PROGRAM ADMINISTRATOR

The parties intend that an independent relationship will be created by this contract. The Program Administrator and its employees or agents performing under this contract are not employees or agents of WSAC or WSOS BOARD. The Program Administrator will not hold itself out as or claim to be an officer or employee of WSAC, WSOS BOARD, or the State of Washington by reason hereof, nor will the Program Administrator 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 Program Administrator.

XVII. ORDER OF PRECEDENCE

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

1. Applicable federal and state of Washington statutes and regulations
2. Special terms and conditions as contained in this basic contract instrument

**[Contract] EXHIBIT A -
GENERAL TERMS AND CONDITIONS**

DEFINITIONS

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

- A. "AGENCY" shall mean the Washington Student Achievement Council of the State of Washington, any division, section, office, unit or other entity of the AGENCY, or any of the officers or other officials lawfully representing that AGENCY.
- B. "AGENT" shall mean the Executive Director of the Washington Student Achievement Council, and/or the delegate authorized in writing to act on the Executive Director's behalf.
- C. "CONTRACTOR" shall mean that firm, provider, organization, individual or other entity performing service(s) under this contract, and shall include all employees of the CONTRACTOR.
- D. "SUBCONTRACTOR" shall mean one not in the employment of the CONTRACTOR, who is performing all or part of those services under this contract under a separate contract with the CONTRACTOR. The terms "SUBCONTRACTOR" and "SUBCONTRACTORS" means SUBCONTRACTOR(s) in any tier.

ADVANCE PAYMENTS PROHIBITED

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

AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

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

ASSIGNMENT

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

ATTORNEYS' FEES

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

CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

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

CONFLICT OF INTEREST

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

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

COPYRIGHT PROVISIONS

Unless otherwise provided, all materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the AGENCY. The AGENCY shall be considered the author of such materials. In the event the materials are not considered "works for hire" under the U.S. Copyright laws, CONTRACTOR hereby irrevocably assigns all right, title, and interest in materials, including all intellectual property rights, to the AGENCY effective from the moment of creation of such materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

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

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

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

COVENANT AGAINST CONTINGENT FEES

The CONTRACTOR warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the CONTRACTOR for securing business.

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

CYBER-SECURITY AND PRIVACY BREACH INSURANCE

Coverage for cyber-security and privacy breach shall be pursuant to a separate policy or in coordination with other coverages and must include but is not limited to coverage for first-party costs and third-party claims from: 1. failure to protect data, including unauthorized disclosure, use or access, 2. security failure or privacy breach, 3. failure to disclose such breaches as required by law, regulation or contract, 4. costs associated with notifications, public relations, crisis management advice, credit monitoring, postage, advertising, forensic examinations to determine cause and scope of data breach, risk mitigation services for WSAC and WSOB , and other services to assist in managing and mitigating a cyber-incident, 5. interruptions of business operations, 6. RTO (return to operation) expenses 7. network security failure, 8. communications and media liability (e.g., infringement of copyright, title, slogan, trademark, trade name, trade dress, service mark or service name in the policyholder's covered material), 9. computer fraud, 10. forgery, 11. money and securities, 12. employee dishonesty, 13. cyber-extortion, 14. cyber-terrorism, 15. EFT, computer, and electronic transmissions fraud and theft; 16. failure to comply with RCW 19.255.020 and 42.56.590, HIPAA, FERPA, PCI Data Security Standard, Graham Leach Bliley Act, and 16. other cyber-liability or cyber-crime expenses, and provide for associated crisis management and public relations expense. The policy must include a waiver of subrogation in favor of WSAC and WSOB.

DATA SECURITY PROGRAM

A. Personal Information and Data Breach Notification Laws. Program Administrator acknowledges that certain information or Program Materials collected, used, or acquired by Program Administrator in connection with this contract may include Personal Information pertaining to residents in Washington State and other states that have enacted Personal Information and Data Breach Notification Laws, including RCW 19.55.010 and RCW 42.56.590 requiring under some circumstances individual notice and other reporting requirements within forty days of discovery of the Security Event. Program Administrator agrees to comply with RCW 19.255.020 and 42.56.590 and all other applicable Personal Information and Data Breach Notification Laws. If and to the extent any unauthorized access, disclosure or use of Personal Information: (a) is attributable to a breach by Program Administrator of its obligations under the Agreement, or for failing to adopt or enforce its own technology security policy, or for failing to comply with the WSAC Security Policies and Procedures; and (b) triggers notice or other requirements under a Personal Information or Data Breach Notification Law, Program Administrator shall assume responsibility for and pay all costs to comply with legal obligations relating to such unauthorized access, disclosure or use of Personal Information, including the reasonable costs of providing notices, a toll-free call center / help desk, credit monitoring services and identity theft insurance to affected individuals for up to two (2) years. Program Administrator agrees to pay WSAC for all associated costs incurred by Agency in responding to or recovering from said Security Event. Nothing contained herein shall be deemed to release Program Administrator from its indemnification obligations as set forth in the Contract.

B. Program Administrator shall maintain in effect at all times a comprehensive data security program that includes reasonable and appropriate administrative, technical and physical security measures designed to detect, prevent and mitigate the risk of identity theft and protect against the destruction, loss, unauthorized access, disclosure, use and/or alteration of

data (whether or not encrypted), in Program Administrator's possession or under Program Administrator's control, and which shall be no less rigorous than those measures that are required to be maintained by WSAC to comply with applicable state law. Program Administrator will provide the data security program to WSAC for its review, and WSAC shall have the right to provide feedback and comment on Program Administrator's data security program.

C. Program Administrator Information Security Officer; Compliance with Security Policies and Procedures, and Security Certifications.

(1) Compliance with Security Policies and Procedures. Program Administrator shall comply with: (i) security requirements and obligations required by applicable law; (ii) WSAC Security Policies and Procedures; (iii) the then-current ISO (International Organization for Standardization) and IEC (International Electrotechnical Commission) ISO/IEC 27000 series of Information Security Management Systems standards; (iv) then-current *Statement on Standards for Attestation Engagements (SSAE) No. 16*, (v) then-current Payment Card Industry Data Security Standard (PCI DSS), and (vi) Program Administrator's security standards, policies, guidelines and procedures, provided that, at WSAC's discretion, WSAC Security Policies and Procedures shall take precedence over any inconsistencies or conflicts with Program Administrator's security standards, policies, guidelines and procedures (subsections (i) through (iv) are collectively referred to as the "*Security Policies and Procedures*"). If there is a change in the Security Policies and Procedures from and after the Effective Date that Program Administrator disagrees with, Program Administrator may submit a Waiver Request. WSAC will evaluate the Waiver Request and either approve it, whereupon Program Administrator shall not be obligated to comply change, or reject the Waiver Request, whereupon Program Administrator shall comply with such change.

(2) Program Administrator Information Security Officer Responsibilities. Program Administrator shall designate a team member ("Information Security Officer") who shall, at no cost or expense to WSAC:

a. Be responsible to ensure Program Administrator's initial and on-going compliance with the Security Policies and Procedures;

b. Upon WSAC 's request, an officer of Program Administrator shall provide a written certification to WSAC, confirming Program Administrator's compliance with the Security Policies and Procedures; and

c. Upon WSAC 's request, including following any certification related to Program Administrator's compliance with the Security Policies and Procedures, meet with WSAC Representatives to discuss Program Administrator's certification, the Security Policies and Procedures or other related matters.

(3) *Security Certifications*. Program Administrator represents and warrants to WSAC that Program Administrator incorporates the following in the development, management and delivery of its information security management services: (i) ISO (International Organization for Standardization) and IEC (International Electrotechnical Commission) ISO/IEC 27000, series of Information Security Management Systems standards ("*ISO Security Standards*"), (ii) SSAE 16 (*Statement on Standards for Attestation Engagements, and (iii) Payment Card Industry Data Security Standard (PCI DSS)*). If Program Administrator is, or if and when Program Administrator becomes certified under the ISO Security Standards or other security services standard, Program Administrator shall maintain such certification(s) on an on-going basis and Program Administrator shall provide AGENCY with a copy of such certification(s) upon request. Program Administrator shall provide WSAC with full and complete copies of any ISO Security Standards audits and reviews, SOC 1 reports, SOC 2, reports, and other security audits, reports and reviews, whether conducted internally by Program Administrator or through a Third Party,

within five (5) days of a request by AGENCY and within twenty (20) days of Program Administrator 's receipt of such audits, reports and reviews. If there are deficiencies cited and/or recommendations made, the Program Administrator Information Security Officer, the Program Administrator Executive Sponsor and other appropriate personnel from Program Administrator shall meet with WSAC to review the deficiencies and recommendations and develop a plan of action to address such items.

D. Security Breaches. If Program Administrator discovers or is notified of the destruction, loss and/or unauthorized access, disclosure, use and/or alteration of WSAC data, including confidential information, or any attempt to access WSAC data, including confidential information, that is reasonably likely to result in the destruction, loss and/or unauthorized access, disclosure, use and/or alteration of WSAC data, including confidential information, (each such event, a "*Security Event*"), Program Administrator shall without undue delay and unless prohibited by Law: (i) promptly (and not more than within three (3) days) notify AGENCY in writing of the Security Event; (ii) investigate the Security Event and provide reasonable cooperation with WSAC investigation of the Security Event, including periodic updates with respect to Program Administrator's investigation of the Security Event; (iii) if the source of the Security Event is not within the control of Program Administrator, provide reasonable cooperation with WSAC 's development of a risk assessment, root cause analysis and corrective action plan, including WSAC 's mitigation and remediation activities; and (iv) and provide reasonable cooperation with WSAC in complying with, the requirements of all applicable Personal Information Laws and other applicable Laws. If the source of the Security Event is within the control of Program Administrator's personnel, Program Administrator shall: (v) promptly provide a written report to WSAC that sets forth Program Administrator's risk assessment, root cause analysis and corrective action plan; (vi) implement the corrective action plan and mitigate the effects of the Security Event as soon as practicable; and (vii) provide WSAC periodic updates with respect to Program Administrator's mitigation and corrective action efforts.

E. HIPAA. If Program Administrator (or any subcontractor) will, or will likely, have access to protected health information (as defined in the regulations promulgated under the Health Insurance Portability and Accountability Act of 1996, as amended, "*HIPAA*") of WSAC, Program Administrator and any applicable subcontractor(s) shall execute the then-current form of Business Associate Agreement of WSAC.

F. Survival. The terms of this Article shall survive the expiration or termination of the Agreement.

G. Any breach of these privacy provisions by Program Administrator is grounds for termination of the contract and return of all Program Materials.

DISALLOWED COSTS

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

DISPUTES

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

1. The request for a dispute hearing must:

- Be in writing;

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

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

DUPLICATE PAYMENT

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

INDUSTRIAL INSURANCE COVERAGE

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

LICENSING, ACCREDITATION AND REGISTRATION

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

LIMITATION OF AUTHORITY

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

NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

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

NONDISCRIMINATION

During the performance of this contract, the CONTRACTOR shall comply with all federal and state nondiscrimination laws, regulations and policies.

PRIVACY

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

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

PUBLICITY

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

RECORDS MAINTENANCE

The CONTRACTOR shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not

limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

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

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

REGISTRATION WITH DEPARTMENT OF REVENUE

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

RIGHT OF INSPECTION

The CONTRACTOR shall provide right of access to its facilities to the AGENCY, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

SEVERABILITY

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

SITE SECURITY

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

SUBCONTRACTING

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

Additionally, the CONTRACTOR is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subcontracts. CONTRACTOR and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the AGENCY or as provided by law.

TAXES

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

WAIVER

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