



WASHINGTON STATE
OFFICE OF PUBLIC DEFENSE
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RFQ25040

REQUEST FOR QUALIFICATIONS FOR

Re-entry Initiative for Support and Empowerment Grant Program

Expected Contract Period: September 1, 2025 through June 30, 2026

**Estimated Budget for
Performance Period:** \$300,000

Submission Due Date: All Responses must be received in their entirety by 5:00 p.m. (Pacific Daylight Time) on **July 31, 2025** unless an Amendment is issued modifying the Solicitation Schedule set forth in Section 3.1 of this Solicitation Document.

**Submit Questions And
Responses by Email to:** Geoffrey Hulseby at: geoffrey.hulseby@opd.wa.gov

**Solicitation and Amendments
Will Be Posted on:**

OPD Website: [Employment and Contracting Opportunities | Office of Public Defense](#)

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SECTION 1. CONTRACT REQUIREMENTS

1. Purpose

Subject to the availability of funds appropriated for this specific purpose, the Washington State Office of Public Defense (OPD) will contract with one or more Washington State nonprofit Re-entry Services Agencies (Agency) that has extensive experience in providing peer-led reentry services such as peer coaching, basic needs, housing resources, behavioral health treatment, family support, civic engagement, and voting education in Eastern Washington State for soon-to-be released incarcerated individuals and individuals released from incarceration within three years. Estimated compensation will be up to \$300,000.

2. Background

On May 21, 2025, Governor Ferguson signed the State's operating budget into law ([ESSB 5167](#)). OPD anticipates receiving funding to contract with one or more non-profit agencies in eastern Washington to provide re-entry services to incarcerated individuals awaiting release and formerly incarcerated individuals within three years of release by providing comprehensive training, resources, and referrals.

As required by the grant, OPD will reimburse funds to a Washington state registered, active non-profit organization

3. Statement of Work

OPD will contract with an Agency to provide collaboration and support in coordinating and conducting various activities. The contract Agency will assist with the Re-entry Initiative for Support and Empowerment Grant Program, in collaboration with OPD, by:

Providing Peer-Led Support Services

- ~~a. Providing individualized and group coaching sessions focusing on reintegration challenges.~~
- b. Offer support for securing employment, stable housing, and behavioral health care.
- c. Facilitate peer-led community-building activities to foster long-term success.

Providing Programs and Trainings

- d. Developing and delivering trauma-informed workshops tailored for individuals post-incarceration.
- e. Collaborate with OPD on training curriculum and facilitation.
- f. Conduct public education sessions on civic engagement, voting rights, and advocacy.
- g. Ensure accessibility of materials for diverse populations, including language and literacy considerations.

Providing Resources and Referrals

- h. Maintain a database of housing, employment, and healthcare providers for referrals.
- i. Provide direct assistance with applications for housing, jobs, and benefits.

- j. Coordinate with local organizations to create seamless reentry pathways.
- k. Track and report referral effectiveness, ensuring alignment with participant needs.

4. Minimum Qualifications

- Applicant must be a Washington state nonprofit organization on active, current status with the Washington Secretary of State's Office.
- Applicant must provide services in eastern Washington state.
- Applicant must have a history of collaboration with the Washington State Department of Corrections providing trainings on trauma to individuals reentering the community after incarceration.
- Applicant must have three (3) years of experience working with individuals reentering the community after incarceration in Washington.
- Applicant must have the ability to provide comprehensive training, resources, and referrals to individuals with a history of re-entry from incarceration.
- Applicant must demonstrate an ability to collect data and report information to OPD gathered during the contract period.
- Applicant must not be on the Lists of Parties Excluded from Federal Procurement and Noprocurement Programs.
- Applicant must have a statewide vendor number (SWV) or have the ability to obtain an SWV within 14 days of announcement of successful applicant.

Applicant must provide at least three (3) references. The reference information should include a list of names, telephone numbers, email addresses, and a brief description of previous interactions with the three references.

Applicants who do not meet these minimum qualifications shall be deemed to be non-responsive and will not be evaluated and no score will be assigned.

5. Desired Qualifications

- Applicant has experience in providing peer-led coaching to formerly incarcerated individuals.
 - a. Peer coaches should have lived experience with incarceration and successful reintegration.
 - b. Demonstrate an effective peer coaching model that includes structured training and ongoing support.
- Applicant should have experience developing and delivering trauma-informed training tailored to individual's post-incarceration.
- Applicant's trainers should have expertise in behavioral health, civic engagement, and voting education.
- Applicant has capabilities and experience collecting and maintaining a database of information from activities related to this RFQ and contract.
- Applicant has experience working with a state government agency.

- Applicant has experience as a recipient or sub-recipient of state or federal grants.

6. Period of Performance and Estimated Compensation

OPD intends to award one Contract for the Services described in this Solicitation. The period of performance under the Contract shall be September 1, 2025 through June 30, 2026. The term of the contract cannot be extended as funding is limited to the state's 2026 Fiscal Year. Additional services that are appropriate to the scope of this Solicitation, as determined by OPD, may be added to the Contract in a mutually agreeable by signed written amendment.

7. Funding

OPD has budgeted an amount not to exceed \$300,000. OPD may reject any Response in excess of that amount. Any Contract awarded is contingent upon the availability of funding. Although OPD does not guarantee any minimum purchase from the Contract(s).

SECTION 2. DEFINITIONS

Additional definitions for Contract-specific terms are found in the Sample Contract set forth as Attachment A, and shall apply to those terms as they are used in this Solicitation. The following terms have the meanings set forth below:

Amendment – A unilateral change to the Solicitation that is issued by OPD at its sole discretion and posted on the Agency website.

Apparent Successful Bidder (ASB) – A Bidder submitting a Response to this Solicitation that is evaluated and is identified and announced by Agency as providing the best value to the Agency. Upon execution of a Contract, the ASB is referred to as the successful bidder or the Contractor.

Authorized Representative – An individual designated by the Bidder to act on its behalf who has the authority to legally bind the Bidder concerning the terms and conditions set forth in this Solicitation and related documents.

Bidder – An individual, organization, public or private agency or other entity submitting a proposal in response.

Contract – A written agreement entered into between a successful Bidder and OPD as a result of this Solicitation.

Contractor – Individual or organization whose proposal has been evaluated by OPD and is awarded a fully executed, written contract.

Debriefing – A meeting an unsuccessful responsive Bidder may request with the OPD following the announcement of the ASB for the purpose of receiving information regarding the review and evaluation of that Bidder's Response.

General Court Rules: A Procedure or regulation that govern court proceedings.

OPD - Washington State Office of Public Defense is the agency of the state of Washington that is issuing this Solicitation.

OWMBE - Office of Minority and Women's Business Enterprises (OMWBE) as defined in [chapter 39.19 RCW](#).

Procurement - The broad process of identifying goods and services for purchase or acquisition, of effecting the purchase or acquisition, and of managing the purchase or acquisition. This Solicitation is a part of an overall Procurement process. Despite the broader meaning attributed to "procurement", for purposes of this Solicitation, the terms Solicitation, RFQ and Procurement are interchangeable.

Procurement Coordinator – An individual or designee who is employed by OPD and who is responsible for conducting this Solicitation.

Proposal - A formal offer submitted in response to this RFQ.

Protest – A process that may follow a Bidder Debrief to alert OPD to certain types of alleged errors in the evaluation of the Solicitation.

RCW – The Revised Code of Washington. All references to RCW chapters or sections shall include any successor, amended, or replacement statute.

Responsible Bidder – An individual, organization, public or private agency, or other entity that has demonstrated the capability to meet all the requirements of the Solicitation and to meet the elements of responsibility. (See [RCW 39.26.160 \(2\)](#))

Responsive Bidder – An individual, organization, public or private agency, or other entity who has submitted a Proposal that fully conforms in all material aspects to the Solicitation and all its requirements, in both form and substance.

RFP/RFQ/RFQQ – The request for proposals, qualifications, quotations, or qualifications and quotations set forth in this Solicitation document.

Scope of Work – The Project or work scope set forth in this Solicitation Document that identifies OPD's contractual needs and requirements.

Services – Labor, work, analysis, or similar activities provided by a contractor to accomplish a specific scope of work.

Solicitation – A formal process providing and equal and open opportunity for bidders culminating in a selection based upon predetermined criteria. This RFQ is a Solicitation.

Solicitation Document – This RFQ document, including all attachments and all amendments that are issued by OPD.

Statement of Work – The detailed description of services to be performed by the Contractor and set forth in the Contract.

Subcontractor – An individual or other entity contracted by Bidder to perform part of the services or to provide goods under the Contract resulting from this Solicitation. Subcontractors, if allowed, are subject to the advance approval of OPD.

WEBS – Washington's Electronic Business Solution, the Bidder notification system found at <https://pr-webs-vendor.des.wa.gov/> and maintained by the Washington State Department of Enterprise Services.

SECTION 3: EXPLANATION OF SOLICITATION PROCESS

The Solicitation Schedule set forth below outlines the tentative schedule for important events relating to this Solicitation. Except as modified in an Amendment issued by the Coordinator, the dates and times listed through the date of response submission are mandatory deadlines. The remaining dates are estimates and may change without the posting of an Amendment. Failure to meet the Response deadline will result in Bidder disqualification.

1. Estimated Schedule of Procurement Activities:

Item	Action	Date
1.	OPD posts Solicitation.	June 18, 2025
2.	Bidders must RSVP for the Pre-Bid Conference by 5:00 p.m. (Pacific Daylight Time).	July 3, 2025
3.	Optional Pre-Bid Conference at 12:00 p.m. (Pacific Daylight Time)	July 8, 2025
4.	Bidder may submit written questions or requests for change in Contract Requirements until 4:00 p.m. (Pacific Daylight Time).	July 10, 2025
5.	OPD will post responses to written questions.	July 11, 2025
6.	Bidder must submit Response by 4:00 p.m. (Pacific Daylight Time).	July 31, 2025
7.	OPD evaluation of written Responses.	August 5, 2025
8.	Oral presentations, if requested by OPD.	August 8, 2025
9.	Announcement of Apparent Successful Bidder(s) via e-mail.	August 11, 2025
10.	OPD notifies unsuccessful Bidder(s).	August 12, 2025
11.	Bidders may request a debriefing conference until 5:00 p.m. (Pacific Standard Time).	August 14, 2025
12.	OPD holds debriefing conferences, if requested.	August 20, 2025
13.	Deadline for submission of Protests by unsuccessful Bidders who participated in a debriefing conference.	Five business days after date of debriefing

2. Posting of Solicitation Documents

OPD shall post documents relating to this Solicitation on the Procurements page of the OPD website, found at: [Employment and Contracting Opportunities | Office of Public Defense](#).

3. Amendment, Cancellation/Rejection of Proposals, Reissuance of Solicitation

OPD may amend or add to, retract from or cancel this Solicitation at any time, in whole or in part, and without penalty. OPD reserves the right at its sole discretion to reject all Proposals and cancel or rebid this Solicitation. All amendments and notifications of cancellation shall be posted per page one (1) of this solicitation. In the event of a conflict between amendments or between an amendment and this Solicitation Document, the document issued latest shall control.

4. Communications Regarding Solicitation

Upon the posting of this Solicitation, all communications concerning this Solicitation must be directed to the Procurement Coordinator listed above. OPD may disqualify any Bidder who communicates with anyone in OPD other than the Procurement Coordinator regarding this Solicitation.

OPD considers all oral communications unofficial and non-binding on OPD. Bidders should rely only on written statements issued by the Procurement Coordinator. Email shall be considered an official method of communication.

5. Pre-Bid Conference

Bidders are invited to attend a Pre-Bid Conference which shall be held at the location and on the date and at the time set forth below. The Pre-Bid Conference is an opportunity for Bidders to learn more about the conditions under which a Contract will be performed. At the Pre-Bid Conference, Bidders will have an opportunity to ask questions and to hear presentations from knowledgeable OPD personnel. OPD shall summarize the information shared at the Pre-Bid Conference and post that summary on the OPD contracts web page. Bidders may only rely upon information that is included in this Amendment in preparing their Responses.

Bidders interested in attending the Bidder Conference must RSVP by the date listed in the schedule. Bidder Conference will be held remotely, and details will be communicated after the RSVP date.

6. Questions and Answers

Bidders may send written questions concerning this Solicitation to the Procurement Coordinator by the date and time set forth in the Solicitation schedule. Questions should be sent via email and include the number and title of this Solicitation in the subject line.

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

In accordance with the legislative findings and policies set forth in RCW 39.19, 43.60A.200, 39.26.240 and 39.26.245, the State of Washington encourages participation by veteran-owned business enterprises and Minority-Owned and Women-Owned Business Enterprises (MWBE),

certified by the Department of Veterans Affairs or the Office of Minority and Women's Business Enterprises (OMWBE), respectively.

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

Bidders may contact the Office of Minority and Women's Business Enterprises (OMWBE) at <http://omwbe.wa.gov/> and/or the Department of Veterans Affairs at <http://www.dva.wa.gov/program/veteran-owned-business-certification> to obtain information on certified firms for potential subcontracting arrangements or for information on how to become certified. Nothing in this section is intended to prevent or discourage participation from non-MWBE firms or non-veteran-owned businesses.

8. Acceptance of Solicitation Terms

In submitting a Response, Bidder must include a signed Proposal Submission Letter in the form set forth in Attachment B, and a signed Bidder Certifications in the form set forth on Attachment C,

Bidder must acknowledge that in submitting a Response, it accepts all terms of this Solicitation Document, including any Attachments or Exhibits, and that Bidder's Response constitutes a binding offer. Bidders may not alter or redline the solicitation terms or requirements in their response. Submitting altered or redlined solicitation terms or requirements in the Bidder Response may result in bidder disqualification. If a Bidder has suggested modifications to any of the terms of this Solicitation Document, including all of its Attachments, they should submit them in Bidder's Proposal Package.

9. Withdrawal of Responses

After a Response has been submitted, Bidders may withdraw their Response at any time up to the Response due date and time as specified in Section 3.1, Solicitation Schedule. A written request to withdraw the Response must be submitted to the Procurement Coordinator. After withdrawing a Response, the Bidder may submit another Response at any time up to the Response submission date and time.

10. Ownership of Responses

All materials submitted in response to this Solicitation become the property of OPD, unless received after the deadline. OPD shall have the right to use any of the ideas presented as part of the process in any manner as it deems appropriate or beneficial, regardless of whether it is contained in a Response that results in selection for a Contract.

11. Oral Interviews or Presentations

After Proposals are received and written evaluations are completed, OPD may request that one or more Responsible and Responsive Bidders participate in an oral interview and/or presentation or demonstration. If this option is elected, additional points shall be awarded as set forth in Section 5.3, Evaluation Criteria and Scoring of Responses.

12. Announcement of Successful Bidder(s)

OPD shall announce the Apparent Successful Bidder(s) via e-mail and on the Agency website on the date indicated in Section 3.1., the Solicitation Schedule. All announcements of ASB are subject to the negotiation of a Contract satisfactory to OPD.

Bidders who are not announced as an Apparent Successful Bidder may request a debriefing conference with the Procurement Coordinator concerning the evaluation of their proposal and may, under certain circumstances, file a formal protest requesting that OPD provide an identified remedy if Bidder believes certain types of errors occurred. A more detailed description of these processes is set forth in Section 6, Debriefing and Protest Procedure.

13. Ethics, Policies, and Law

This Solicitation, the evaluation of Responses, and any resulting contract will be made in conformance with applicable Washington State laws and Policies.

Specific restrictions apply to contracting with current or former state employees pursuant to RCW 42.52. Bidders should familiarize themselves with the requirements prior to submitting a Response. Bidders must include, in their Proposal Submission Letter, information regarding any current or former state employees who are employed by, or subcontracted with, Bidder.

SECTION 4: INSTRUCTIONS REGARDING CONTENT, FORMAT AND SUBMISSION OF WRITTEN RESPONSES

Bidders shall submit their Responses responding to the following prompts in this Solicitation. Each prompt represents a separate section of the Response. Failure to complete and submit all required information, and to sign them, if applicable, may result in Bidder disqualification. Responses should use proper grammar, spelling and punctuation and should be submitted in the following order with each section of the Response clearly labeled.

Each Applicant must submit a Proposal Package that includes:

1. Executive Summary - Brief introduction and key points of the proposal.
2. Organizational Overview
 - a. Mission, history, accomplishments; organizational structure; key office locations; past and current government grants; and equitable service policies.
3. Program & Service Description
 - a. Detailed description of services (peer-led services, trainings, resources/referrals).
 - b. Clientele profile (demographics, number served, types of services provided).
 - c. Evidence of experience and success in peer-led reentry services.
4. Staffing & Implementation
 - a. Key personnel (with brief bios or resume summaries, including pertinent certifications).
 - b. Detailed program implementation plan (timelines, milestones, strategies for engagement).
 - c. Budget & Financials (fund allocation and sustainability plans).
5. Evaluation & Reporting
 - a. Metrics for success.
 - b. Data collection methods.
 - c. Reporting schedule and accountability measures.
6. Compliance and Ethics Disclosures
 - a. Conflict of interest disclosure.
 - b. Policies on transparency and accountability.
 - c. Documentation of nonprofit status and regulatory compliance.
7. Letters of Support, Collaborations, and References
 - a. Endorsements and evidence of collaboration with community partners and the Washington State Department of Corrections.
 - b. 3 references.

All submissions will be acknowledged by email from the Procurement Coordinator as having been received. Proposal(s) must be received by email by the Procurement Coordinator no later than 4:00 pm July 31, 2025.

SECTION 5: EVALUATION OF RESPONSES

1. Proposal Responsiveness; Administrative Review

All Responses will be evaluated by the Procurement Coordinator to determine compliance with administrative requirements, minimum qualifications, desired qualifications, and instructions specified in this Solicitation. OPD may reject a Response as nonresponsive at any time for any of the following reasons:

- Incomplete Response.
- Submission of a Response that proposes services that deviate from the scope and technical requirements set forth in this document and Attachment A, Sample Contract, except as permitted in an Amendment to this Solicitation.
- Failure to meet the minimum Bidder qualifications or to comply with any requirement(s) set forth in this Solicitation Document, including Attachments.
- Submission of incorrect, misleading, or false information.
- History of prior unsatisfactory contractual performance.

The Procurement Coordinator may contact any Bidder for clarification of the Response.

If a Response is deemed non-responsive, it shall be removed from further consideration, and be disqualified from further evaluation. OPD shall notify non-responsive Bidder(s) of this determination in writing and the supporting reasons.

If a Response meets all administrative requirements and Bidder requirements per the submittal instructions, OPD shall continue with the Written Evaluation and, if applicable, the Oral Evaluation.

2. Errors in Bidder Response

Bidders are responsible for all errors or omissions contained in their Responses. Bidders will not be allowed to alter Response documents after the deadline for Response submissions.

OPD reserves the right to contact any Bidder for clarification of Response contents. In those cases where it is unclear to what extent a requirement has been addressed, the evaluation panel may, in their discretion and acting through the Solicitation Coordinator, contact a Bidder to clarify specific matters in the submitted Response.

OPD reserves the right to waive minor administrative irregularities contained in any Bidder Response at its own discretion.

3. Evaluation Criteria and Scoring of Responses

Following the administrative review, Responses shall be evaluated, and points shall be awarded for the management, technical and cost proposal components of the Response, as applicable, based upon Bidder's responses to the questions set forth in Proposal Package set forth in Section IV of this Solicitation. Additional evaluation points may be awarded for specific criteria not included in Bidder's Proposal Package only if set forth in this Section.

The maximum number of points available for each Bidder is 100 points. The maximum number of points that may be assigned with respect to responses in Bidder's Proposal Package set forth in Section IV of this Solicitation. The overall breakdown for assignment of points in evaluating Responses to this Solicitation is as follows:

All applications will be screened to determine whether the minimum requirements of the RFQ are met; those proposals that meet the minimum RFQ requirements will then be evaluated. The final selection of a successful applicant, if any, will be the application that in the opinion of OPD best meets the requirements set forth in the RFQ and is in the best interest of the state of Washington.

Proposal Evaluation Criteria: Following are the criteria that will be used to evaluate proposals:

Experience working with individuals recently released from incarceration.	25 points
Experience providing peer-led reentry services to individuals soon-to-be or recently released from incarceration in the following areas:	(see below)
· Peer coaching and mentoring	5 points
· Basic needs assistance	5 points
· Housing resources	5 points
· Behavioral health treatment	5 points
· Family support	5 points
· Civic engagement	5 points
· Voting education	5 points
TOTAL:	35 points
Experience providing peer-led services to individuals with a history of reentry from incarceration in eastern Washington	10 points
Experience in collecting, organizing, and maintaining a database of qualitative data pertaining to trainings, resources, and referrals to individuals with a history of reentry from incarceration.	10 points
Measurable performance indicators to evaluate success.	10 points
Experience working with state agencies.	5 points
Experience as a recipient or sub-recipient of federal grants.	5 points
TOTAL	100 points

4. Written Proposal Evaluation Process

OPD shall designate an evaluation team of at least three (3) evaluators to review, evaluate, and score the written question responses. These evaluators will be selected based on their qualifications, experience, capability and background. If oral interviews or presentations are conducted, additional evaluators may supplement or replace some or all of the individuals performing the written evaluation.

Evaluators shall assign scores up to the maximum points available. Individual evaluator points will be totaled and the average points for each Bidder will be calculated. The Bidder's average points earned for each question will be added together to determine the Bidder's total written evaluation points.

5. Evaluation Firms without Mandatory Individual Arbitration for Employees

Pursuant to RCW 39.26.160(3) (best value criteria), any bidder who certifies that their firm does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

Successful bidders who certify that their employees are NOT required to sign these clauses and waivers as a condition of employment will have a section added to their contract incorporating this response and requiring notification to OPD if they later require their employees to agree to these clauses or waivers during the term of the contract.

6. Bidder's References

Once the written evaluations are completed, OPD may contact the references provided by the top-ranked Bidder(s) in order to investigate past performance and validate information in Bidder Responses. In submitting a Response, Bidder agrees that it shall hold harmless OPD and any individuals identified as references from and against liability resulting from the provision of information or the receipt and use of that information in evaluating Bidder's Response.

While additional points may be awarded for superior performance and reliability as demonstrated through references (see Section 5.3. above), references are generally evaluated on a pass/fail basis. OPD may reject a proposal if a reference provides negative information about a Bidder's past performance.

OPD may, at any time, require additional or substitute references to determine the Bidder's experience and level of responsibility. OPD reserves the right to contact other references known to the state. If the reference check process reveals information that should properly be considered in evaluating Bidder's responses, OPD may, in its sole discretion, reconvene the evaluation panel to reconsider the evaluation scoring in light of the information obtained.

7. Selection of Apparent Successful Bidder

The Bidder that receives the highest total number of possible points may be presented to OPD management for consideration as a finalist for the Apparent Successful Bidder. In the event multiple Contracts will be awarded, the applicable number of top-scoring Bidders will be considered.

The selection process shall determine which Bidder provides the best value in meeting the needs of OPD. Selection of the Apparent Successful Bidder(s) depends upon OPD's assessment of multiple factors, including Bidders' qualifications, capabilities, efficiency, experience, reliability, responsibility, integrity, quality of proposed services and deliverables, timeliness, cost and potential impact on OPD's needs. OPD may consider whether the Response encourages diverse contractor participation; whether the Proposal provides competitive pricing, economies and efficiencies; whether the Bidder considers human health and environmental impacts; whether the Response appropriately weighs cost and non-cost considerations; and life cycle cost, as applicable. OPD may also consider a Bidder's documented performance on prior State or other contracts and may reject Responses of any Bidder who has failed to perform satisfactorily under any previous contract with the state or another party. OPD reserves the right to select a Bidder whose Response is deemed to offer the best overall value and that is in the best interests of OPD and the State of Washington.

Agency management shall make the final determination as to which Bidder(s), initially designated as finalist(s), shall be officially selected and announced on via e-mail and on the Agency website as the Apparent Successful Bidder(s) on or about the date and time set forth in Section 3.1., Solicitation Schedule. OPD may also notify the Apparent Successful Bidder(s) and the unsuccessful Bidder(s) of its determination via email on or about the date and time specified in Section 3.1., Solicitation Schedule.

OPD's decision will be subject to the execution of a Contract satisfactory to OPD within a reasonable period of time following the announcement of the Apparent Successful Bidder. In the event the parties are unable to reach agreement on the final details of a Contract, consistent with Attachment A, Sample Contract, OPD shall have the option of negotiating with the next highest ranked Bidder and of revising the announcement of the Apparent Successful Bidder.

SECTION 6: BIDDER DEBRIEFING AND PROTEST PROCEDURE

1. Debriefing Conferences

No later than 5:00 p.m. Pacific Time, on the third business day following the posted announcement of Apparent Successful Bidder(s) via e-mail, Bidders who are not selected as a Successful Bidder may send an email to the Solicitation Coordinator requesting a Debriefing Conference. Since debriefing conferences pertain to the formal evaluation process, Bidders who were disqualified as nonresponsive and therefore did not go through the formal evaluation process are not entitled to request a Debriefing Conference. Unless a different date is agreed upon by the Solicitation Coordinator, the Debriefing Conference will be held on a date designated in Section 3.1., Solicitation Schedule.

Discussion at debrief conference(s) will be limited to the following:

- Evaluation and scoring of the Bidder's Response
- Critique of the Response based on the evaluation
- Review of Bidder's final score in comparison with the other final scores

No comparisons between Proposals will be allowed during the Debriefing Conference, which shall be conducted virtually, and shall last for a maximum period of one hour.

2. Grounds and Filing of Protests

A Bidder who has participated in a Debriefing Conference may file a formal Protest if the Bidder asserts that there are facts that indicate error in the evaluation of Proposals on one or more of the following grounds:

- A matter of bias, discrimination, or conflict of interest on the part of an evaluator;
- Errors in computing the scores; or
- Non-compliance with procedures described in the procurement document or agency protest process.

Protests must be emailed to the Procurement Coordinator and must be received no later than 5:00 p.m. (Pacific Time) on the fifth (5th) business day following the day of the Bidder's Debriefing Conference. The Protest must adhere to the requirements set forth in this Section or it will not be considered. This Protest procedure constitutes the sole administrative remedy available to Bidders from OPD under this Solicitation.

Protests must include the protestor's mailing address and phone number and the name of the individual responsible for filing the Protest. The Protest must state the Solicitation number and title, the grounds for the Protest, specific facts to support these grounds, and a description of the relief or corrective action being requested.

Protests not based on one of the grounds set forth in this Section will be rejected. It is not grounds for a protest to question an evaluator's professional judgment on the quality of a Response or OPD's assessment of its own needs or requirements.

3. OPD Protest Review Process

The Procurement Coordinator will immediately forward any Protest to the Protest Officer, who will be an employee delegated by the Director who was not involved in the solicitation. The Protest Officer will consider the record and all available facts and issue a 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. OPD shall not execute a Contract with ASB until after final protest is completed.

In the event a Protest may involve the conduct of or information submitted by another Bidder that also submitted a Response, such Bidder will be given an opportunity to submit its views and any relevant information on the issue(s) raised by the protest to the Procurement Coordinator.

4. Determination of Protests

The Protest Officer shall issue a written determination regarding the Protest. This written determination shall include one or more of the following determinations:

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

If OPD determines that the protest is without merit, OPD will enter into contracts with the Apparent Successful Bidder(s). If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

SECTION 7: CONTRACTING PROCEDURES

1. Contract Execution

The Apparent Successful Bidder(s) is expected to sign a contract with OPD that is substantially the same as Attachment A, Sample Contract, included with this Solicitation, and to enter into any subsequent Contract amendments that may be required to address specific work or services.

OPD reserves the right to require that some or all of Bidder's Response be incorporated into the Contract, and to negotiate the specific wording of the Statement of Work, based on the requirements of this Solicitation and the terms of the Response submitted by the Apparent Successful Bidder. If changes are requested as part of the Proposal Response, OPD may consider, but shall be under no obligation to agree to, modifications to the General Terms and Conditions of Attachment A, Sample Contract.

If the Apparent Successful Bidder fails or refuses to sign a Contract within ten (10) business days of delivery by OPD, OPD may elect to designate the next highest-ranked finalist as the Apparent Successful Bidder.

2. Insurance

The Apparent Successful Bidder shall provide evidence of its compliance with the insurance requirements included in Attachment A, Sample Contract.

3. Non-Endorsement

The award of a Contract is not an endorsement by the State or OPD of the Bidder or Bidder's Services and shall not be represented as such by Bidder in any advertising or other publicity materials.

By submitting a Response to this Solicitation, the Bidder agrees to make no reference to OPD in any literature, promotional materials, brochures, sales presentations or the like without the prior written consent of OPD.

4. Background Checks

Individuals who will be performing the Contract on behalf of the Apparent Successful Bidder may be required to undergo background checks upon OPD request. The Bidder will be responsible for the fees associated with the background checks. OPD may take results into consideration.

5. Electronic Payment

The State prefers to utilize electronic payment in its transactions. The successful Bidder will be required to register in the Statewide Vendor Payment system, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>, prior to submitting a request for payment under their Contract. No payment shall be made until the registration is completed.



**WASHINGTON STATE
OFFICE OF PUBLIC DEFENSE**
Larry Jefferson, Director

Email: opd@opd.wa.gov

(360) 586-3164
FAX (360) 586-8165

State of Washington
Office of Public Defense
Olympia, WA 98504

Solicitation No.: RFQ25040
Amendment No.: 1
Effective Date: 27 June 2025

Solicitation Amendment

Amendment No. 1 to **Solicitation No. RFQ25040** **Re-entry Initiative for Support and Empowerment Grant Program**

This Amendment ("Amendment") to Solicitation No. RFQ 25040 is effective immediately. All other terms, conditions, and specifications remain unchanged.

PURPOSE

THE PURPOSE of this amendment is to capture the following changes:

- Deletion of "a. Recruiting, train, and engage peer coaches with lived experience in reentry" within the Statement of Work (page 4) under the Providing Peer-Led Support Services header.

PRIOR AMENDMENTS

- None

Any communications regarding this amendment must be addressed to the Procurement Coordinator listed below.

Geoffrey Hulsey
Geoffrey.Hulsey@opd.wa.gov

Attachment A

STATE OF WASHINGTON
OFFICE OF PUBLIC DEFENSE
711 Capitol Way South, Suite 106
PO Box 40957
Olympia, Washington 98504-0957

RE-ENTRY CLIENT SERVICE CONTRACT
BETWEEN
STATE OF WASHINGTON OFFICE OF PUBLIC DEFENSE
AND
CONTRACTOR

This Contract is made and entered into by and between the State of Washington, Office of Public Defense, hereinafter referred to as "OPD", and Contractor hereinafter referred to as "CONTRACTOR." CONTRACTOR's address is: TBD

PURPOSE

The purpose of this Contract is to provide high quality, peer-led reentry services in Eastern Washington State that may include such activities as peer coaching, basic needs, housing resources, behavioral health treatment, family support, civic engagement, and voting education.

SCOPE OF WORK

- A. Exhibit A, attached hereto and incorporated by reference, contains the General Terms and Conditions governing work to be performed under this Contract, the nature of the working relationship between OPD and CONTRACTOR, and specific obligations of both parties.
- B. CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth in the attached Exhibit B, Statement of Work, which by this reference is hereby incorporated.

PERIOD OF PERFORMANCE

Subject to other Contract provisions, the period of performance under this Contract will be from July 01, 2025 or date of last signature, whichever is later, through June 30, 2026.

COMPENSATION/PAYMENT

OPD shall pay CONTRACTOR \$TBD for the performance of all things necessary for or incidental to the performance of work as set forth in the Statement of Work.

TRAVEL REIMBURSEMENT

The compensation stated above includes travel costs associated with providing the Statement of Work.

ADMINISTRATIVE COSTS

The compensation stated above includes administrative costs associated with providing the Statement of Work. These costs include but are not limited to support staff, telephones, law library, financial accounting, case management systems, computers and software, high speed internet

access, office space and supplies, training, ordinary copying, and other costs necessarily incurred in the day-to-day management of the contracted work.

BILLING PROCEDURES

- A. OPD shall pay CONTRACTOR upon receipt of properly completed invoices and documentation, which CONTRACTOR shall submit to OPD once a month. The invoices and required documentation must describe and document, to OPD's satisfaction, the work performed, and any charges claimed.
- B. Payment will be considered timely if made by OPD within 30 days after receipt of properly completed invoices. Payment will be sent to the address designated by CONTRACTOR or by direct payment to CONTRACTOR's designated direct deposit account.
- C. CONTRACTOR understands that OPD's fiscal year runs from July 1 to June 30 of each year, and that OPD is unable to pay expenses from a previous fiscal year with the following fiscal year's budget. Accordingly, CONTRACTOR claims for services performed or any invoices shall be submitted by CONTRACTOR as follows:
 - a. For services performed between July 1, 2025 and June 30, 2026, claims must be submitted by August 1, 2026.
 - b. OPD will not be required to pay claims for services performed during the contract period if they are not timely submitted.
- D. OPD may, in its sole discretion, withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Contract.
- E. OPD will not make any payments in advance or in anticipation of services to be provided under this Contract.

DUPLICATION OF BILLED COSTS

CONTRACTOR shall not bill, and OPD shall not pay, for any service if CONTRACTOR is entitled to payment or has been or will be paid by any other source, including grants, for that service. If CONTRACTOR receives payment from any other source for services OPD has paid for under this Contract, CONTRACTOR shall reimburse OPD.

DISALLOWED COST

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

INSURANCE

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

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

Professional Liability, Errors and Omissions Insurance

CONTRACTOR shall maintain adequate Professional Liability or Errors and Omissions Insurance to cover all program activities by CONTRACTOR and licensed staff employed by or under contract to CONTRACTOR. The State of Washington, its agents, and its employees need not be named as additional insureds under this policy.

The required insurance must be issued by an insurance company or companies authorized to do business within the state of Washington.

All policies must be primary to any other valid and collectable insurance. CONTRACTOR shall instruct the insurers to give OPD 30-days advance notice of any insurance cancellation.

CONTRACTOR must submit to OPD a certificate of insurance, which outlines the coverage and limits defined in the insurance section, before OPD signs the Contract. In the event the insurance certificate expires during the Contract period, CONTRACTOR shall provide OPD with an updated certificate of insurance.

ASSURANCES

All activity pursuant to this Contract will be in accordance with all the applicable current federal, state, and local laws, rules, and regulations.

ORDER OF PRECEDENCE

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

1. Applicable federal and state of Washington statutes and regulations.
2. Special Terms and Conditions as contained in this basic Contract instrument.
3. Exhibit B – Statement of Work.
4. Exhibit A – General Terms and Conditions.
5. Any other provision, term, or material incorporated herein by reference.

ENTIRE AGREEMENT

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

CONFORMANCE

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

ETHICS ACKNOWLEDGEMENT

CONTRACTOR acknowledges pursuant to the Washington State Ethics in Public Service law Chapter 42.52 RCW and OPD Ethics Policy 2.11 that OPD employees may not solicit or accept gifts from CONTRACTOR.

APPROVAL

This Contract is subject to the written approval of OPD's Director or the Director's authorized representative and will not be binding until so approved. This Contract may be altered, amended or waived only by a written amendment executed by both parties.

This Contract is executed by the persons signing below who warrant that they have the authority to execute this Contract.

CONTRACTOR

STATE OF WASHINGTON OFFICE OF PUBLIC DEFENSE

Signature

Signature

Title

Date

Title

Date

EXHIBIT A GENERAL TERMS AND CONDITIONS

DEFINITIONS

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

- A. “Client” means an individual receiving services under this Contract.
- B. “CONTRACTOR” means that agency, firm, provider organization, individual, or other entity performing services under this Contract. It includes any subcontractor retained by CONTRACTOR as permitted under the terms of this Contract.
- C. “OPD” means the Washington State Office of Public Defense, any division, section, office, unit, or other entity of OPD, or any of the officers or other officials lawfully representing OPD.
- D. “Personal Information” means information identifiable to any person, including, but not limited to, information that relates to a person’s name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.

ASSIGNMENT

CONTRACTOR shall not transfer or assign this Contract or any claim arising under this Contract without OPD’s prior written consent.

CHANGE IN STATUS

In the event of substantive change in the legal status organizational structure or fiscal reporting responsibility of CONTRACTOR, CONTRACTOR shall notify OPD of the change as soon as is practicable, in writing or by email to Blake@opd.wa.gov, but no later than 30 days after the change.

CHANGES AND MODIFICATIONS

Any change or modification to this Contract must be in writing and signed by both parties.

DISPUTES

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, the parties shall participate in mediation in good faith. The parties shall choose the mediator by mutual agreement. If the parties cannot agree on a mediator, the parties shall use a mediation service that selects the mediator for the parties. The parties agree that mediation must precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Contract will be construed to limit the parties’ choice of a mutually acceptable alternative resolution method such as a dispute resolution board or arbitration.

GOVERNING LAW

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

INDEMNIFICATION

CONTRACTOR shall defend, protect, and hold harmless the state of Washington, including all elected officials, public agencies, officers, and employees thereof, from and against all claims, suits, and actions, including all costs of defense, arising from any negligent act or omission of CONTRACTOR or any authorized subcontractor or any employee or agent of either in the performance of this Contract.

INDEPENDENT CAPACITY

The parties to this Contract, in the performance of it, will be acting in their individual capacities and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party will not be considered or construed to be employees or agents of the other party for any purpose whatsoever.

As provided in Chapter 236 Laws of 2012, CONTRACTOR and any employees of CONTRACTOR providing services under this Contract are not, as a result of providing services under this Contract, eligible for any public benefits, including membership in any public retirement programs of the State of Washington.

INDUSTRIAL INSURANCE COVERAGE

If required by law, CONTRACTOR shall provide or purchase industrial insurance coverage prior to performing work under this Contract. OPD will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for CONTRACTOR or any authorized subcontractor or employee of CONTRACTOR that might arise under the industrial insurance laws during the performance of duties and services under this Contract. If the Department of Labor and Industries, upon audit, determines that industrial insurance payments are due and owing as a result of work performed under this Contract, those payments shall be made by CONTRACTOR; CONTRACTOR shall indemnify OPD and guarantee payment of such amounts.

LICENSING AND ACCREDITATION STANDARDS

CONTRACTOR shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements and standards necessary in the performance of this Contract.

NONDISCRIMINATION

CONTRACTOR shall comply with all federal and state nondiscrimination laws, regulations, and policies in the performance of this Contract. CONTRACTOR shall not discriminate against any client or person with whom CONTRACTOR interacts in the performance of this Contract because of race, national origin, color, gender, religion or age; disability, pregnancy, or physical or mental health condition; sexual orientation, or gender identity or expression; marital or veteran status; or English proficiency or speaking accent. In the event of CONTRACTOR's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, OPD may terminate this Contract in whole or in part in accordance with the Termination for Default section below, and OPD may declare CONTRACTOR ineligible for further contracts with OPD.

HARASSMENT

CONTRACTOR shall not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom CONTRACTOR interacts in the performance of this Contract.

OVERPAYMENTS

If an audit of CONTRACTOR's or OPD's records determines that fees paid pursuant to this Contract are in excess of those authorized under this Contract, CONTRACTOR shall immediately reimburse OPD for any excess amounts as determined by such audit.

PROTECTION OF CONFIDENTIAL INFORMATION

CONTRACTOR shall implement physical, electronic, and managerial safeguards to prevent unauthorized access to and disclosure of Clients' Personal Information.

RECORDS, DOCUMENTS, AND REPORTS

CONTRACTOR shall maintain all books, records, documents, data, and other evidence relating to this Contract and performance of the services described herein, including but not limited to accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. CONTRACTOR shall retain such records for a period of six years following the date of final payment. If any litigation, claim, or audit is started before the expiration of the six-year period, CONTRACTOR shall retain all relevant records until all litigation, claims, or audit findings involving the records have been resolved.

REGISTRATION WITH DEPARTMENT OF REVENUE

CONTRACTOR shall complete registration with the Department of Revenue, and will be responsible for payment of all taxes due on payments made under this Contract.

REGISTRATION WITH STATEWIDE VENDOR REGISTRY

CONTRACTOR shall complete registration with the Office of Financial Management, Statewide Vendor/Payee Services. OPD cannot remit payments without the CONTRACTOR'S statewide vendor number.

RIGHT TO MONITOR

CONTRACTOR shall provide right of access to its facilities to OPD or any of its officers at all reasonable times in order for OPD to monitor and evaluate performance, compliance, and quality assurance under this Contract, not to include inspection of confidential client information. OPD shall perform all inspections and evaluations in such a manner that will not unduly interfere with CONTRACTOR's business or work hereunder.

SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, OPD may terminate this Contract. OPD shall in good faith provide as much notice as possible of such a termination.

SEVERABILITY

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

SUBCONTRACTING

Neither CONTRACTOR nor any OPD approved subcontractor shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of OPD. CONTRACTOR's employees are not considered subcontractors.

In no event will the existence of a subcontract operate to release or reduce the liability of CONTRACTOR to OPD for any breach in the performance of CONTRACTOR's duties. Only CONTRACTOR may prepare, write, and file documents with the court and represent Clients in court proceedings, unless OPD grants prior written consent to the substitution of another attorney. If CONTRACTOR violates this provision OPD may, at its option, terminate this Contract in accordance with the Termination for Default section below.

TERMINATION FOR CONVENIENCE

Except as otherwise provided in this contract, either party may, by 90 days written notice, beginning on the second day after the mailing, terminate this Contract in whole or in part. If this Contract is so terminated, OPD will be liable only for payment required under the terms of this Contract for services rendered prior to the effective date of termination.

TERMINATION FOR DEFAULT

OPD may terminate this Contract for default, in whole or in part, by written notice to CONTRACTOR if OPD has a reasonable basis to believe that CONTRACTOR has:

- failed to meet or maintain any requirement for contracting with OPD;
- failed to render adequate representation to Clients or willfully disregarded the rights and best interests of the Client;
- failed to perform under or otherwise breached any term or condition of this Contract; or
- violated any applicable law or regulation.

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

TERMINATION PROCEDURE

Upon termination of this Contract, and except as otherwise directed by OPD, CONTRACTOR shall:

1. comply with all directions contained in OPD's notice of termination, including:
 - a. stopping work on any cases where OPD directs the cessation of work;
 - b. completing work on any cases where OPD directs the completion of work; and
 - c. complying with any other requirements for completion of work that OPD specifies.

2. withdraw from representation in compliance with RPC 1.16(d) and CR 71(b) on any case where OPD has directed the cessation of work; and
3. complete all necessary work on any cases where the court does not permit CONTRACTOR to withdraw.
4. provide OPD with a list of current cases, including client name, DOB, status of case, and known contact information. The CONTRACTOR shall provide this information within 30 days of termination. The CONTRACTOR shall provide OPD with information on the client files will be transferred.

On termination, OPD may withhold from any amounts due CONTRACTOR for completed work or services such sum as OPD determines to be reasonably necessary to protect OPD against potential loss or liability.

The rights of and remedies available to OPD provided in this clause are not exclusive and are in addition to any other rights and remedies provided by law or this Contract.

In the event of termination of this Contract, OPD reserves the right to require a bond to assure completion of the work by CONTRACTOR, pursuant to state law.

WAIVER OF DEFAULT

Waiver of any default or breach under this Contract will not be deemed to be a waiver of any subsequent default or breach. Waiver will not be construed to be a modification of the terms of this Contract unless stated to be such in writing, signed by OPD's Director or the Director's designee.

EXHIBIT B
STATEMENT OF WORK

1. CONTRACTOR DUTIES:

CONTRACTOR shall provide TBD based on the statement of work submitted with the solicitation response. The associated work may include a budget.

SAMPLE

Attachment B

Attachment B
Sample Bid Submission Letter

[NOTE: Bidders should use their business letterhead. Failure to submit a letter in this format with the required information may result in disqualification of your bid as non-responsive]

Date
Bidder Name
Address of Bidder's Principal Place of Business
Bidder's Telephone Number
Bidder's Fax Number
Bidder's Email Address
Name of Contract Person, if different from Bidder Name

Re: Response Submission for OPD RFQ #25040

Dear Sir or Madam:

1. Enclosed please find the Response of _____ (Bidder) with respect to the above Competitive Solicitation. This Response includes this Letter (Attachment B) as well as Attachments C (Bidder Certifications), Proposal Package, as set forth in the Solicitation Document. In addition to these completed Attachments, the response includes the following additional materials (if any):

2. I am authorized to submit this Response on behalf of Bidder, to make representations on behalf of Bidder and to commit Bidder contractually.
3. I have read the Solicitation Document and Sample Contract. In submitting this Response, Bidder accepts all terms and conditions stated in the Solicitation Document, including those set forth in the following amendments which Bidder has downloaded (please complete, indicating if no amendments were issued):

Amendment Number(s)	Date(s) Issued
_____	_____

___ No Amendments were issued with respect to this RFQ
4. Bidder represents that it meets all minimum qualifications set forth in this OPD RFQ and is capable, willing and able to perform the services described in the OPD RFQ within the time frames set forth for performance.
5. By my signature below, I certify that all statements and information provided in Bidder's Response are true and complete.

Sincerely,
(Signature)
Typed Name and Title of Bidder or Authorized Representative

Attachment C

<p style="text-align: center;">Attachment C Bidder Certifications and Assurances</p>
--

Bidder must sign and include the full text of this Attachment C with the Response. Altering or conditioning your certification of this Attachment C may result in your bid being disqualified.

Under the penalties of perjury of the State of Washington, Bidder makes the following certifications and assurances as a required element of its Response to this Competitive Solicitation. Bidder affirms the truthfulness of these facts and acknowledges its current and continued compliance with these certifications and assurances as part of its Response and any resulting contract that may be awarded by OPD.

1. Bidder declares that all answers and statements made in Bidder's Response are true and correct.
2. Bidder certifies that its Response is a firm offer for a period of 180 days following receipt by OPD, and it may be accepted by OPD without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 180-day period. In the case of a protest, the Bidder's Response will remain valid for 210 days or until the protest is resolved, whichever is later.
3. Bidder has not been assisted by any current or former OPD employee whose duties relate (or did relate) to this Solicitation and who assisted in other than his or her official, public capacity. If there are any exceptions to these assurances or if Bidder has been assisted, Bidder will identify on a separate page attached to this document each individual by: (a) name, (b) current address and telephone number, (c) current or former position with OPD, (d) dates of employment with OPD, and (e) detailed description of the assistance provided by that individual.
4. Bidder certifies that Bidder is not currently bankrupt or a party to bankruptcy proceedings and has not made an assignment for benefit of creditors and authorizes OPD to conduct a financial assessment of Bidder in OPD's sole discretion.
5. Bidder acknowledges that OPD will not reimburse Bidder for any costs incurred in the preparation of Bidder's Response. All Responses shall be the property of OPD. Bidder claims no proprietary right to the ideas, writings, items or samples submitted as part of its Response.
6. Bidder acknowledges that any contract award will incorporate terms set forth in the Sample Contract(s), including its attachments and exhibits, as set forth as Attachment A to the Solicitation Document, or may, at OPD's option be negotiated further. OPD may elect to incorporate all or any part of Bidder's Response into the Contract.
7. Bidder certifies that it has made no attempt, nor will make any attempt, to induce any other person or firm to submit, or not submit, a Response for the purpose of restricting competition and that the prices and/or cost data contained in Bidder's Response: (a) have been determined independently, without consultation, communication or agreement with others for the purpose of restricting competition or influencing bid selection, and (b) have not been and will not be knowingly

disclosed by the Bidder, directly or indirectly, to any other Bidder or competitor before contract award, except to the extent that Bidder has joined with other individuals or organizations for the purpose of preparing and submitting a joint Response or unless otherwise required by law.

8. Bidder acknowledges that if it is awarded a contract containing Business Associate requirements under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), or any other Data Security requirements, that Bidder will incorporate the terms of such Business Associate or Data Security requirements into all related subcontracts.

9. Bidder acknowledges that if awarded a contract with OPD, Bidder is required to comply with all applicable state and federal civil rights and other laws. Failure to comply may result in contract termination. Bidder agrees to submit additional information about its nondiscrimination policies, at any time, if requested by OPD.

10. Bidder certifies that Bidder has not, within the three-year period immediately preceding the date of release of this competitive solicitation, been determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment to have willfully violated state minimum wage laws (RCW 49.38.082; Chapters 49.46 RCW, 49.48 RCW, or 49.52 RCW).

11. Bidder certifies that it has a current Business License and agrees that it will promptly secure and provide a copy of its Washington State Business License, unless Bidder is exempted from being required to have one, if Bidder is awarded a contract.

12. Bidder authorizes OPD to conduct a background check of Bidder or Bidder's employees if OPD considers such action necessary or advisable.

13. Bidder certifies that Bidder has not willfully violated Washington state's wage payment laws within the last three years.

14. Bidder acknowledges its obligation to notify OPD of any changes in the certifications and assurances above.

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

Bidder's Signature: _____

Title: _____

Organization Name: _____

Date: _____

Place Signed (City, State): _____