

**STATE OF WASHINGTON  
OFFICE OF FINANCIAL MANAGEMENT  
OLYMPIA, WASHINGTON**

**REQUEST FOR APPLICATIONS  
RFA 15-1700**

Note to Applicants: This RFA is available on the Department of Enterprise Services (DES), Washington Electronic Business Solution (WEBS) Procurement Website at <http://www.ga.wa.gov/webs/>. All RFA amendments will also be posted on WEBS.

**PROJECT TITLE: Massage Services**

**APPLICATION DUE DATE: Friday, October 9, 2015, 3:30 PM Local Time, in Olympia, Washington.**

**EXPECTED TIME PERIOD FOR CONTRACT: October 23, 2015 – October 22, 2017**

**APPLICANT ELIGIBILITY: This process is open to those practitioners who satisfy the minimum qualifications stated herein and are available for work in Washington State.**

## **1. PURPOSE AND BACKGROUND**

The Office of Financial Management (OFM), hereinafter referred to as AGENCY, is soliciting applications to provide non-disruptive, voluntary, on-site massage services to AGENCY employees at no cost to the AGENCY. The AGENCY'S responsibilities will be limited to providing access to an AGENCY facility during regularly scheduled business hours and adequate space for any set up, and making available to employees the CONTRACTOR'S contact information. AGENCY employees will be responsible for payment for such massage services to the selected contractor. The AGENCY anticipates awarding one contract as a result of this Request for Applications (RFA).

The selected CONTRACTOR shall be responsible for scheduling appointments and for communicating with employees should appointments need to be scheduled. The selected CONTRACTOR will provide a professional portable massage chair, disposable linens, and all other supplies to conduct the services to AGENCY employees. The selected CONTRACTOR will abide by all state regulations governing licensed massage therapists. AGENCY employees will utilize their existing 15-minute break time, lunch break or other nonscheduled work time for on-site massage services and are responsible to schedule appointment times with the massage therapist. Participation for such massage services is at the discretion of the AGENCY employee. CONTRACTOR shall provide the AGENCY Contract Manager quarterly reports regarding the number of state clients seen and number of massages performed during the preceding quarter.

The period of performance of any contract awarded as a result of this RFA is tentatively scheduled to begin on or about October 23, 2015, and be in force through October 22, 2017, with possible amendments extending the period of performance for up to three (3) additional one-year periods.

## **2. MINIMUM QUALIFICATIONS**

Minimum qualifications include:

- a. Applicant must have a current license issued by the Washington State Department of Health to perform massage services.
- b. Applicant must have a business license issued by the Washington State Department of Licensing to perform work in Washington State or provide a commitment that it will become licensed within 15 business days of contract award.
- c. Applicant must have a minimum of two years of experience providing massage services.
- d. Applicant must have at least three (3) non-Applicant owned customer references for whom the Applicant has provided similar services during the past thirty-six (36) months preceding the application due date. The Applicant must grant the AGENCY the right to contact references and others, including current state clients, who may have pertinent information. The AGENCY reserves the right to contact references at its sole discretion.
- e. Applicant must be insured as follows: Liability insurance shall be issued by an insurance company/ies authorized to do business within the state of Washington, and shall name the state of Washington, its agents and employees as additional insureds under the insurance policy/ies. All policies shall be primary to any other valid and collectable insurance. The selected contractor(s) shall instruct the insurers to give the AGENCY

thirty (30) calendar days advance notice of any insurance cancellation. Professional and General Liability Insurance Policy – Provide a Professional and General Liability Insurance Policy in adequate quantity to protect against legal liability arising from the negligent acts of the CONTRACTOR when rendering professional services and contract activity, but no less than \$1,000,000 per occurrence. The selected contractor(s) shall submit renewal certificates as appropriate during the term of the contract resulting from this Request for Applications.

- f. If Applicant sub-contracts with Massage Therapists, such subcontractors shall also be subject to qualifications a., b., and c. above.

Applicants who do not meet these minimum qualifications shall be deemed to be non-responsive and will not be interviewed.

### **3. APPLICATION CONTENTS**

The application must be written in English and submitted via an attachment to e-mail to Bonnie Lindstrom at [Bonnie.Lindstrom@ofm.wa.gov](mailto:Bonnie.Lindstrom@ofm.wa.gov). All requests for information, questions, or comments must be directed to Bonnie Lindstrom in writing via e-mail. Communications directed to parties other than Bonnie Lindstrom will result in disqualification of the application.

The following information must be included in the application. Applications in response to this Request for Applications must be organized as follows:

- a. Applicant name, address, telephone number, and e-mail address.
- b. Applicant federal tax identification number or social security number.
- c. Washington State Uniform Business Identifier Number (UBI) or a statement that the Applicant will obtain a UBI number within 15 business days of contract award.
- d. Copy of the Applicant's current massage license issued by the Washington State Department of Health.
- e. Resume of massage therapist who will be providing the services. Include years of experience, certifications (if applicable), and education at a recognized school of massage. Include the types of massage that the massage therapist is licensed to administer.
- f. Costs or fees based upon 15 minute and 30 minute increments.
- g. Types of payment accepted.
- h. Names, addresses, and telephone number of three (3) business references.
- i. A list of other organizations for which you have provided on-site massage services, including contact information and dates of service.
- j. Answer whether or not the massage therapist license has been revoked or suspended. If yes, provide details regarding the revocation or suspension. If not, provide a statement that the massage therapist license has not been revoked or suspended.
- k. Answer whether or not the massage therapist has ever been convicted of a crime. If yes, provide details regarding the conviction. If not, provide a statement that the massage therapist has never been convicted of a crime.
- l. Statement that the Applicant will provide a certificate of insurance meeting the Request for Applications insurance requirements within fifteen (15) business days of contract award.

- m. An affirmative statement that the Applicant understands that the AGENCY'S involvement in providing these services will be strictly limited to providing appropriate space at an AGENCY location, and acknowledging that the Applicant will be willing and able to coordinate with clients all scheduling and cancellations without the involvement of the AGENCY.

AGENCY invitations for interview shall be determined by the AGENCY based on the response to the information requested above. Items a-m must be addressed for the application to be considered responsive.

**All applications must be submitted via an attachment to e-mail to at [bonnie.lindstrom@ofm.wa.gov](mailto:bonnie.lindstrom@ofm.wa.gov). Applications must arrive by 3:30 p.m. local time, in Olympia, Washington on October 9, 2015.** The AGENCY does not take responsibility for problems in the e-mail. Attachments to e-mail shall be on Microsoft Word or PDF software. Zipped files cannot be accepted by the AGENCY. Faxed applications will not be accepted.

***LATE APPLICATIONS WILL NOT BE ACCEPTED AND WILL BE AUTOMATICALLY DISQUALIFIED FROM FURTHER CONSIDERATION. TIME EXTENSIONS WILL NOT BE GRANTED.***

#### **4. APPLICATION CONSIDERATION**

The AGENCY reserves the right at its sole discretion to reject any or all applications for any reason whatsoever, prior to the execution of a contract. This Request for Applications does not obligate the AGENCY to contract for the services specified herein. Upon review of the applications, the AGENCY may choose to invite some or all applicants in for an interview with AGENCY staff. The final selection, if any, will be based on the application which, in the opinion of the AGENCY, best meets the requirements set forth in the Request for Applications and is in the best interests of the state of Washington. The AGENCY shall not be responsible for any costs associated with an Applicant's preparation of an application proposal in response to this Request for Applications.

In submitting a response to this Request for Applications, the Applicant agrees to accept the terms set forth in this Request for Applications. The selected contractor will be required to sign a contract. A sample contract with terms and conditions is attached and incorporated hereto as Exhibit A. Under no circumstances is the Applicant to submit its own standard contract terms and conditions in response to this Request for Applications.

**EXHIBIT A**  
**SAMPLE CONTRACT & GENERAL TERMS AND CONDITIONS**

**CONTRACT**  
**between the**  
**STATE OF WASHINGTON**  
**OFFICE OF FINANCIAL MANAGEMENT**  
**and**

Pursuant to Chapter 39.26 RCW this Contract No. is made and entered into by and between the state of Washington, Office of Financial Management, hereinafter referred to as the "**AGENCY**", and the below named firm, hereinafter referred to as "**CONSULTANT**."

CONSULTANT	
Address	
Phone	
Fax	
Email	
Federal Tax ID Number	
UBI Number	

**PURPOSE**

The purpose of this contract is to provide nondisruptive, voluntary, on-site massage services to AGENCY employees at no cost to the AGENCY.

**SCOPE OF WORK**

The CONTRACTOR shall provide non-disruptive, voluntary, on-site massage services to AGENCY employees in accordance with the AGENCY's Request for Applications, No. 15-1700, Exhibit A, and the CONTRACTOR's proposal, Exhibit B.

The CONTRACTOR will provide a professional portable massage chair, disposable linens, and all other supplies to conduct the services to AGENCY employees. The CONTRACTOR will abide by all state regulations governing licensed massage therapists. Prior to performing any services under this contract, CONTRACTOR will provide AGENCY with proof of a current state massage therapist license and a copy of the applicable insurance policy.

AGENCY employees will utilize their existing 15-minute break time, lunch break or other nonscheduled work time for on-site massage services and are responsible to schedule appointment times with the massage therapist. Participation for such massage services is at the discretion of the AGENCY employee.

CONTRACTOR is responsible for providing professional services within stated time constraints, and maintaining the AGENCY space in a clean, hygienic, and professional manner during use in accordance with state of Washington professional standards and regulations. CONTRACTOR shall clean up and clear the premises after each use and leave them in the same condition in which they were provided.

AGENCY shall have no responsibility for the safety and/or security of any property belonging to CONTRACTOR.

The AGENCY will provide access to the AGENCY facility during regularly-scheduled business hours and adequate space for any set-up. The CONTRACTOR is responsible for scheduling appointments and

AGENCY's assistance in scheduling appointments is limited to making available CONTRACTOR's contact information to employees.

CONTRACTOR shall provide the AGENCY Contract Manager quarterly reports regarding the number of state clients seen and number of massages performed during the preceding quarter.

**INDEPENDENT CAPACITY OF THE CONTRACTOR**

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

**PERIOD OF PERFORMANCE**

Subject to other contract provisions, the period of performance under this contract will be from \_\_\_\_\_, or date of execution, whichever is later, through \_\_\_\_\_.

**COMPENSATION**

The CONTRACTOR will provide massage services at no cost to the AGENCY. AGENCY employees will be responsible for payment for such massage services to the CONTRACTOR. CONTRACTOR rates for massage services are:

15 minutes     \$\_\_  
30 minutes     \$\_\_

**INSURANCE**

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

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

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

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

2. Automobile Liability. Washington State law requires all drivers to have automobile insurance. For purposes of this contract, AGENCY requires CONTRACTOR to provide a copy of his/her Automobile Insurance Policy reflecting a rider that covers the driver when driving for business.

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

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

**INDEMNIFICATION**

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

means any financial loss, claim, suit, action, damage or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom. CONTRACTOR'S obligations to indemnify, defend, and hold harmless includes any claim by CONTRACTORS' agents, employees, representatives, or any subcontractor or its employees.

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

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

**CONTRACT MANAGEMENT**

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

CONTRACTOR Contract Manager Information:	AGENCY Contract Manager Information:
Name	Dan Myers
Address	Office of Financial Management
Mailing Address	P.O. Box 47500
Phone:	Olympia, WA 98504-7500
E-mail address:	Phone: (360) 725-0157
	E-mail address: Dan.Meyers@ofm.wa.gov

**INFORMATION**

As a visitor to the AGENCYCONTRACTOR, CONTRACTOR may come into contact with information (written or verbal) that is exempt from disclosure under chapter 42.56 RCW, other state statutes or federal statutes and regulations. This information is confidential. PROVIDER agrees to hold confidential information in strict confidence. CONTRACTOR will not release, divulge, publish, transfer, sell, disclose, or otherwise make the confidential information known to any other entity or person without the express written consent of the Director of OFM, or as required by law.

CONTRACTOR acknowledges that unauthorized release or use of confidential information could result in being subject to civil damages or criminal penalties.

For purposes of this Statement of Confidentiality, an example of confidential information is information identifiable to an individual that relates to a person's health, finances, education, business, use or receipt of governmental services, or other activities.

**CONTRACT AMENDMENTS**

The contract may be changed, modified or amended only by written agreement executed by both parties.

**USE OF NAME PROHIBITED**

The CONTRACTOR shall not in any way contract on behalf of or in the name of OFM. Nor shall the CONTRACTOR release any informational pamphlets, notices, press releases, research reports, or similar notices concerning this contract without obtaining the prior written approval of OFM

**TERMINATION**

This contract may be terminated by either party, with or without reason, upon written notification thereof from one party to the other. The notice shall specify the date of termination and shall conclusively be deemed to have been delivered and received by the other party as of midnight of the third day following the posted date, in the absence of actual proof of delivery to or receipt by the party by mail or other means at an earlier date/time.

**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.

**APPLICABLE LAW**

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

**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.

**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.

**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:

- Applicable federal and state of Washington statutes and regulations
- Special terms and conditions as contained in this basic contract instrument
- Exhibit A – Request for Applications
- Exhibit B – CONTRACTOR's Application dated \_\_\_\_\_
- Any other provision, term or material incorporated herein by reference or otherwise incorporated

**ENTIRE AGREEMENT**

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

**APPROVAL**

This contract shall be subject to the written approval of the AGENCY's authorized representative and shall not be binding until so approved.