

**AMENDMENT 1**  
**Correction to Attachment B**  
**And**  
**Questions and Answers**  
**July 2, 2025**  
**for**  
**Washington State**  
**Office of Financial Management**  
**Cost Allocation Plan**  
**RFP 25-400**

This Amendment No. 1 is to answer bidder questions submitted during the pre-bid conference and the written question and answer period for RFP 25-400 and correct Attachment B- Certifications & Assurances.

**CORRECTION TO ATTACHMENT B**  
**CERTIFICATIONS AND ASSURANCES**

Attachment B- Certifications and Assurances is amended as follows:

We **(circle one)** are / are not submitting proposed Contract exceptions. (See Section 2.14 ~~2.12~~, Contract and General Terms and Conditions.) If Contract exceptions are being submitted, I/we have attached them to this form.

## **RFP 25-400 PRE-BID QUESTIONS**

Question 1) Will you provide a copy of a recent SWCAP report?

**Answer: Yes, we will post it on WEBS.**

Question 2) Do you often require an extension for filing the SWCAP?

**Answer: We have provided extensions in the last four years.**

Question 3) Are you a June 30<sup>th</sup> fiscal year end?

**Answer: Yes.**

Question 4) When do you close your books?

**Answer: The exact date varies from year to year but it is usually mid-October.**

Question 5) Do you expect any of the work or final presentation to be completed on-site or is this engagement completely remote?

**Answer: We have the option for the Contractor to come in-person, and may exercise that. HHS required site visits pre-COVID and we asked the Contractor to be there. If HHS requires site visits again the Contractor would be asked to be there. Most work will be done by email and virtual meetings.**

## **RFP 25-400, Section 2.4 QUESTIONS AND ANSWERS**

Question 1) Do we include Attachment C with track changes for exceptions within Bidder Certification and Assurances Form 1. B.?

**Answer: Yes. Include Attachment C with Track changes and comments explaining the reason for each requested exception, identifying the language in Attachment C found problematic, the reason Bidder finds the language to be problematic, and any recommended methods/alternate language of mitigating or limiting the perceived negative consequences. Bidder must also explain why each item proposed as a change to a contract term is in the state's best interest as a customer and how it will support the state's business objectives.**

Question 2) Could you please provide a copy of the most recently completed SWCAP?

**Answer: Yes, we will post it on WEBS.**

Question 3) Could the State please confirm whether pricing for any such extension period would be subject to mutual negotiation and agreement between both parties at the time of extension?

**Answer: Yes, this is correct.**

Question 4) Attachment B constitutes a binding offer that is valid for 60 days from the due date. Section 2.14 of RFP allows for submission of exceptions. Does the State intend to bind Contractor to

terms of the Contractor as-is or will the State negotiate a mutually agreeable contract based on the exceptions and deviations included in the Bidder's proposal?

**Answer: The bidder's proposal is binding for 60 days to ensure costs do not increase during the evaluation period. The Agency will review the Apparent Successful bidder's exceptions and their reasoning and determine if they are acceptable or not.**

Question 5) Is the State willing / intend to negotiate mutually acceptable changes to the Attachment C: Sample Contract with the awarded Contractor based on exceptions submitted? Or is the State taking an "all or nothing" approach to each exception submitted by Contractor?

**Answer: The Agency will review the Apparent Successful bidder's exceptions to Attachment C: Sample Contract and their reasoning and determine if they are acceptable or not.**

Question 6) Is the State willing to negotiate a reasonable and mutually agreeable Limitation of Liability?

**Answer: The Agency will review the Apparent Successful bidder's exceptions to the Limitation of Liability clause and their reasoning and determine if they are acceptable or not.**

Question 7) Section 34. Termination for Cause of Attachment C - Is the State open to modifying the terms of this section to allow for mutual agreement on the scope, time, and process of any corrective action measures, particularly in cases where performance issues may be subject to interpretation or external factors?

**Answer: The Agency will review the Apparent Successful bidder's exceptions to Section 34. Termination for Cause and their reasoning and determine if they are acceptable or not.**

Question 8) Is the State willing to negotiate a reasonable and mutually agreeable equitable adjustment or change order process?

**Answer: The Agency will review the Apparent Successful bidder's exceptions to Attachment C- Sample Contract and their reasoning and determine if they are acceptable or not.**

Question 9) Section 2. Indemnification of Attachment C addresses - Is the State willing to consider modifying the indemnification clause to limit the contractor's obligation to third-party claims arising from negligence or willful misconduct?

**Answer: The Agency will review the Apparent Successful bidder's exceptions to Section 2. Indemnification and their reasoning and determine if they are acceptable or not.**

Question 10) Is the State willing to negotiate reasonable changes to Copyright Provisions that ensures Contractor retain ownership of their IP?

**Answer: The Agency will review the Apparent Successful bidder's exceptions to Section 10. Copyright Provisions and their reasoning and determine if they are acceptable or not.**

Question 11) Could the State please clarify whether it is open to negotiating a mutually agreed-upon modification or potential elimination of any withholding provisions outlined in the contract?

Answer: **The Agency will review the Apparent Successful bidder's exceptions to Attachment C- Sample Contract and their reasoning and determine if they are acceptable or not.**