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*Transforming lives*

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**REQUEST FOR APPLICATIONS**

**#1745-662**

***Project Title:*** ***Alternate Payment Options for the Division of Child Support***

***Estimated Contract Performance Period:*** Four (4) Years – Multiple Contract Start Dates  
The term of the contract may be extended by amendment up to two (2) times for up to two (2) years per amendment, at the sole discretion of DSHS/DCS. Dates are approximate dependent upon initial contract start date.

***Application Due Date:*** Applications will be accepted on a semi-annual basis. All Applications **must be received in their entirety by 5:00 p.m.** Pacific Time by the due dates listed on the Solicitation Schedule unless an Amendment is issued modifying the Solicitation Schedule set forth in Attachment G of this Solicitation Document.

***Submit Application To:*** **Ann Polanco, DCS Contracts Manager**  
Department of Social and Health Services  
Division of Child Support – Contracts Unit  
PO BOX 9162  
Olympia, WA 98507-9162  
Email: [polanan@dshs.wa.gov](mailto:polanan@dshs.wa.gov)

***Solicitation And Amendments Will Be Posted On:***  
***DSHS Procurement Website:*** <http://www.dshs.wa.gov/ccs>  
***WEBS Website:*** <https://fortress.wa.gov/ga/webs/>

***Applicable WEBS Commodity Codes:***  
#946-10  
#946-35

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**SECTION A  
CONTRACT REQUIREMENTS**

**1. Purpose**

The purpose of this Request for Applications (RFA) is to obtain payment-receiving Vendors for customers who are required to make child support payments to the Washington State Department of Social and Health Services, Division of Child Support (DSHS/DCS).

- a. Vendors will offer alternate payment options for payers in one or more locations and in one or more payment methods. Vendors will receipt funds from payers, collect necessary identifying and account information from the payer and electronically transfer the funds and payment remittance details to the: DSHS/DCS bank account in the NACHA – The Electronic Payments Association, approved specific child support Corporate Credit or Debit plus addenda (CCD+) or Corporate Trade Exchange (CTX) Automated Clearing House (ACH) file format and transfer method. All funds must be received by DSHS/DCS in U.S. Dollars.
- b. DSHS/DCS will not award an exclusive contract to any *one* (1) successful Vendor applicant for this service and cannot guarantee nor anticipate the number or amounts of payments that will be received by any Vendor.
- c. Services ***must*** be provided at no cost to Washington State or DSHS/DCS. ***An Applicant who proposes Washington State or DSHS/DCS pay fees or cover costs as part of their Application will be deemed non-responsive.*** Reasonable fees *may* be charged to the payer.
- d. DSHS/DCS does not have the authority to enter into Merchant Agreements with Vendors and therefore DSHS/DCS ***will not*** enter into any merchant or submitter agreements as part of this Request for Applications. ***An Applicant who proposes this as part of their Application will be deemed non-responsive.***
- e. Vendors must be able to electronically transfer 100% of all funds and payment details for delivery into the DSHS/DCS bank account in U.S. Dollars within two (2) business days of Vendor's receipt of payment. DSHS/DCS will give credit to the payer on the date funds and payment details are received and properly identified by DSHS/DCS. The Vendor is responsible for providing a receipt to the payer at the time of the transaction indicating that a monetary transaction occurred.

- (1) Vendors must have contingency plans in place for their agency in case of any emergencies (*inclement weather, system failure, security breach – data or theft, etc.*) that will ensure minimum service delivery to include 100% transfer of funds and payment detail remittance.
- (2) Vendors must have a disaster recovery plan that will allow for the continuation of business at the minimum levels indicated above. DSHS/DCS will cease contract negotiations with any Applicant who indicates in an Application that they have a disaster recovery plan, but then requests or requires a force majeure clause. DSHS/DCS will not enter into a contract with an entity that requests a force majeure clause be allowed in a resulting contract.
- (3) A successful Applicant will be required to maintain the disaster contingency and disaster recovery plan throughout the contract performance period and shall submit to DSHS/DCS for inspection upon request.

## **2. Background**

- a. The Department of Social & Health Services (DSHS), Economic Services Administration (ESA), Division of Child Support (DCS) establishes, collects and distributes child support. In State Fiscal Year 2016, over \$683 million was collected. DSHS/DCS processes an average of over 277,000 payments per month; approximately 68% of these payments are received electronically, while the remaining 32% are received as negotiable items. Of the payments received electronically, 10,625 were received from alternate payment vendors totaling over \$3,000,000. Of the approximate 104,000 payments received as a negotiable, about 5,000 are currency payments which are receipted in nine DSHS/DCS Field Offices statewide. Currency payments exceed \$1 million per month. Another 4,000 payments are in the form of Money Orders or Cashier Checks, which average over \$700,000 monthly. This information is provided as a historical overview and is not a guarantee of business.
- b. DSHS/DCS is exploring ways to improve service to our Non-Custodial Parents (NCPs) by looking for ways to accept payments, expanding payment options available, and by opening up avenues of payment opportunities for the under banked and unbanked NCP. DSHS/DCS seeks to add payment alternatives for payers and offer as many options as possible. Options *may* include: cash or credit/debit card payments, submitted either in person, or through other methods, such as on-line submissions, kiosks, mobile applications or telephone. DSHS/DCS is NOT permitted to host a Payment Vendor kiosk in any of its buildings or facilities at this time.

- c. DSHS/DCS publishes a list of Vendors, who offer alternate payment options, on the DSHS/DCS public website, with links to the Vendors' websites.

**3. Project Scope:**

- a. Vendors receive funds from payers, collect necessary identifying and account information from the payer, then electronically transfers the funds and payment remittance details to the DSHS/DCS bank account using a specific ACH file format and transfer method. DSHS/DCS must receive 100% of all funds within two (2) business days of Vendor's receipt of payment. DSHS/DCS must receive all payments in U.S. Dollars. The Vendor is responsible for converting any funds received in a foreign currency to U.S. Dollars, prior to transfer to DSHS/DCS. DSHS/DCS will apply credit to payers in the amount of U.S. Dollars received on the date funds and payment details are received and properly identified by DSHS/DCS.
- b. The Vendor is responsible for providing a receipt to the Payer at the time of the transaction for funds obtained. The receipt must include language as requested by DSHS/DCS that clearly indicates the payer will receive credit when funds are received by, and properly identified by DSHS/DCS.
- c. **Service locations:** Service locations are *potentially* unlimited. However, the Vendor agrees this "Request for Applications (RFA) and any resulting Contract shall not be governed by the United Nations Convention on the Sale of Goods, 1980, but shall be governed by the Washington State Uniform Commercial Code and other Washington State laws."
- d. **Fees:** The Alternate Payment Program and all alternate payment services are viewed to be a convenience to NCP's. The State of Washington DSHS/DCS has no legal authority to pay for any fees related to alternate payment methods or services. Fees *may* be charged to payers and are required to be consistent from customer to customer; DSHS/DCS will not pay any set-up or ongoing fees or costs. The fee schedule must be provided with the Application and must be published in a convenient location for customers to easily access. DSHS/DCS must be notified of any changes to the fee schedule.

***An Applicant who proposes that Washington State or DSHS/DCS pay any fees as part of their Application will be deemed non-responsive.***

- e. **Remittance:**

- (1) Transfer of Funds – All Vendors *must* electronically transfer 100% of all funds in U.S. Dollars for delivery into the specified DSHS/DCS bank account within two (2) business days of Vendor's receipt of payment. Failure to do so may result in termination of contract.
- (2) Payment Remittance Information – All Vendors *must* provide timely electronic payment remittance details to DSHS/DCS in a specific Automated Clearinghouse (ACH) file format and transfer method to be received by DSHS/DCS simultaneously with the funds. The ACH transactions must be: Corporate Credit or Debit with addenda (CCD+) or Corporate Trade Exchange (CTX) in NACHA – The Electronic Payments Association standardized child support format with application identifiers of DP (direct payer) in the payment detail remittance addenda records. Failure to do so may result in termination of contract.

f. **Reports:**

- (1) Vendors must be able to provide *daily* reports regarding payments received. Data to be collected and reported to DSHS/DCS includes: payer name, address, DSHS/DCS payer account number, SSN, phone number, email address (if available), number of payments received, amount of each payment, total amount received, and payment source.
- (2) Vendors must provide a copy of the receipt issued to the payer, a copy of the payment instrument (if available), and any other payment details or records upon request from DSHS/DCS.
- (3) Vendor must provide requested information within ten (10) calendar days from date of request, without charge to DSHS/DCS.

g. **Data security and Confidentiality:**

- (1) Vendors are responsible for protecting information received pursuant to any agreement with DSHS/DCS, from unauthorized disclosure. Any customer information received on behalf of and/or from DSHS/DCS is confidential, pursuant to the provisions of RCW 26.23.120. Re-disclosure of information under this agreement is prohibited under 42 USC 654(26). Re-disclosure does not prohibit Vendors from disclosing to DSHS/DCS payers their personal Vendor account information or payer records on file with the Vendor.
- (2) Vendors shall use DSHS/DCS Payer Information for purposes of transmitting child support payments only. Any other use is prohibited by RCW 26.23.120 and 42 USC 654(26).
- (3) The Vendor shall retain payer identification data for the length of the

contract period regardless of payer status; active or inactive. This provision is in addition to the general terms and conditions requirement to retain information for six (6) years beyond the contract period.

- (4) **Attachment A - Sample Contract** Exhibit A - Data Security Requirements, outlines Vendor responsibility for data/document destruction.

h. **Marketing:** Vendors are solely responsible for the cost of marketing and producing marketing materials. Vendors may elect to market their participation in this program electronically or any other written format. However:

- (1) DSHS/DCS reserves the right to review and approve marketing material and website content related to DSHS/DCS.
- (2) DSHS/DCS will neither endorse nor solicit any Vendors' marketing approach.
- (3) DSHS/DCS may participate in the distribution of marketing materials.
- (4) DSHS/DCS may produce additional marketing materials at its discretion.
- (5) DSHS/DCS will produce material that markets the Alternate Payment Option Program as a whole and will not exclusively advertise or endorse any one Vendor.
- (6) DSHS/DCS may update agency internet or intranet sites to highlight changes to Vendors providing Alternate Payment Options for DSHS/DCS customers.
- (7) Vendor shall remove all advertisement and marketing connection to DSHS/DCS upon termination of the Contract or as directed by DSHS/DCS.

i. **Vendor responsibility:** The Vendor's system must operate according to the rules of NACHA – The Electronic Payments Association, regarding electronic payments in effect at the time any service is rendered.

- (1) Vendors must be in compliance at all times with the rules set forth by the Credit Card Associations (*VISA, MasterCard, Discover and American Express*) and the federal rules under Regulation E and Regulation Z as applicable to the services they are providing. In addition, Vendors must be in compliance with data security requirements of the Payment Card Industry Data Security Standard

(PCI-DSS).

- (a) Vendors are subject to compliance verification as part of the reference checking process.
- (b) DSHS/DCS must comply with all state and federal laws. If a conflict arises between Washington State Law and NACHA – The Electronic Payments Association, Washington State Law will take precedence. The contract dispute process does not apply to this section.

(2) The Vendor shall be responsible to recover any funds from the customer in the case of chargeback or non-sufficient funds. This condition is **not negotiable; non-acceptance of this condition or an Application that suggests otherwise shall deem the Application and Applicant non-responsive.**

(3) Maintenance and repairs on kiosks, Vendor websites, telephone lines, etc. are the sole responsibility of the Vendor and Vendor will bear all costs for such maintenance and repairs.

j. **Customer Service:** The Vendor shall have a dispute resolution process (*between payer and Vendor*) in place at all times; and

The Vendor shall provide a single point of contact for both DSHS/DCS staff and payers/customers for providing additional payment identification information and for dispute resolution.

(1) Availability for DSHS/DCS staff shall be at a minimum of Monday through Friday, 8:00 A.M. – 5:00 P.M. Pacific Time.

(2) Availability for payer/customers shall be at a minimum of Monday through Saturday, 7:00 A.M. – 7:00 P.M. Pacific Time.

(3) The Vendor's assigned point of contact is not required to be the same for both DSHS/DCS staff and payers/customers.

(4) The points of contact shall be reachable via phone, to include a toll-free number, fax and email.

(5) Vendor shall identify the key personnel it shall utilize in performing this Contract, and their experience and qualifications, as part of its Response. If awarded a Contract, Vendor shall not make changes to such key personnel during the term of the Contract except as requested or approved by DSHS.

#### 4. Applicant Minimum Qualifications



All Applicants must meet the following minimum qualifications:

**Business:**

- a. Applicants must have a Washington State Master Business License.
- b. Applicants must be licensed to perform activity relating to payment receipting in all locations where payments will be accepted in the United States, US territories, US embassies, US military installations or other countries.
- c. Applicants must have a Dun and Bradstreet (DUNS) number and must not be barred from working with any state or federal government agency.
- d. Applicants must understand and abide by the ACH rules and regulations for electronic payments as set forth by NACHA – The Electronic Payments Association and the laws of the United States including the Office of Foreign Assets Control (OFAC) sanctions. It is the Vendor's responsibility to remain current on all rules, regulations and penalties.
- e. Applicants must be in compliance with the rules set forth by the Credit Card Associations (*VISA, MasterCard, Discover and American Express*) and federal rules under Regulation E and Regulation Z as applicable to provided services. In addition, Applicant must comply with data security requirements of the Payment Card Industry Data Security Standard (PCI-DSS). Applicants are subject to compliance verification as part of the reference checking process.
- f. Applicants must warrant fault free performance in the processing of data and provide DSHS/DCS with its escalation policy to resolve deficiencies.
- g. Applicants must ensure continuity of services and the resumption of full Child Support payment processing operations within 24 hours of any service outage.
- h. **Applicants must agree to accept and abide by the terms of the Contract, which will be substantially similar to the Attachment A - Sample Contract. If the Applicant presents their own Contract, revises the attached Sample Contract, or proposes a substitute Contract during the Application process, the Applicant shall be deemed non-responsive.**
- i. Applicants ***must*** maintain a Bond as allowed per RCW 39.26.190 as per Section 7 - Settlement to the State (below) and as is referenced in any subsequent Contract, throughout the performance period of this contract. ***This is not negotiable. An Applicant who rejects this condition as part of the Application will be deemed non-***

*responsive.*

**5. Insured as follows:**

The Vendor shall at all times comply with the insurance requirements referenced in the attached and resulting Contract.

**6. Registration:**

Applicants must register on the Washington State, General Administration, Washington Electronic Business Solutions (WEBS) online system. WEBS address: <https://fortress.wa.gov/ga/webs/>

**7. Settlement to the State**

- a. All funds collected are from private individuals payable to DSHS/DCS for the sole purpose of satisfying a child support obligation. At no point in time shall any funds collected be deemed to be “public funds” or “unused general funds.”
- b. Vendor must agree to be contractually responsible for full risk of loss for any funds received for payments on behalf of the Washington State Division of Child Support until deposited to the specified DSHS/DCS bank account. The Vendor must be able to show their ability to protect these funds.
- c. Bond Requirement
  - (1) Vendor must supply proof of purchase of a bond from a licensed surety listing the State of Washington as the beneficiary and documenting an extent of coverage of \$250,000 at a minimum. DSHS/DCS shall review this requirement, no less than annually.
  - (2) It is a requirement of this Contract that adequate coverage must remain in effect throughout the term of this Contract.
  - (3) The required dollar amount of the bond shall be reassessed by DSHS/DCS during the first year at six (6) months and again at one (1) year and shall be:
    - (a) Adjusted, to increase or decrease the required purchase amount of the bond, and shall be based on two (2) times the Vendor’s highest monthly receipts over the previous review period.
    - (b) At no time shall the Vendor’s bond be adjusted below \$100,000 coverage.
    - (c) Having a bond is **not negotiable**.

- (4) If the Vendor's receipts exceeded the bond amount for more than three (3) months, DSHS/DCS at its discretion, may require the bond be equal to five (5) times the highest monthly receipts within the past year.
  - (a) If a Vendor, who had a bond equal to five (5) times the highest monthly receipts, can show that they have remained below the required bond amount for one year, DSHS/DCS, at its discretion, may reduce the required bond to be equal to or greater than two (2) times the monthly receipts.
  - (b) DSHS/DCS, at its discretion, may terminate this Contract for default, if receipts have exceeded the bond amount for more than six (6) months.

## **8. Period of Contract Performance**

DSHS/DCS intends to award one or multiple Contract(s) for the services described in this Solicitation. The period of performance under the Contract shall be Up to four (4) years from a fully Executed Contract. The term of the contract may be extended by amendment up to two (2) times for up to two (2) years per amendment, at the sole discretion of DSHS/DCS. Additional services that are appropriate to the scope of this Solicitation, as determined by DSHS/DCS, may be added to the Contract in a mutually agreeable amendment.

## SECTION B DEFINITIONS

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

1. Agency or DSHS/DCS – The Washington State Department of Social and Health Services Division of Child Support.
2. Amendment – A unilateral change to the Solicitation that is issued by DSHS at its sole discretion and posted on WEBS.
3. Apparent Successful Applicant (ASA) – An Applicant submitting a Response to this Solicitation that is evaluated, identified, and announced by DSHS/DCS as demonstrating the ability to provide alternate payment services as requested by this RFA. Upon execution of a Contract, the ASA is referred to as the successful applicant or the Contractor.
4. Applicant – An individual, organization, public or private agency, or other entity submitting an application in response to this notice. The terms Applicant and Bidder are intended to mean the same thing.
5. Application – All materials prepared, assembled, and submitted by the Applicant, in response to this Request for Applications. These materials shall include but not be limited to an offer, proposal, or application. The terms Application, Bid, Quotation, Response, and Proposal are all intended to mean the same thing.
6. Application Coordinator – The DSHS named Application Coordinator, or designee, employed by the DSHS Division of Child Support.
7. Authorized Representative – An individual designated by the Applicant to act on its behalf who has the authority to legally bind the Applicant concerning the terms and conditions set forth in this Request for Applications and related documents.
8. Business Day – The term Business Day shall mean any day Monday through Friday from 8:00 a.m. to 5:00 p.m. Pacific Time, not including Federal Holidays.
9. CCLS – Department of Social and Health Services Central Contract and Legal Services.
10. Contract – A written agreement entered into between a successful

Applicant and DSHS as a result of this Request for Applications.

11. Complaint – A process that may be followed by an Applicant prior to the deadline for application submission to alert DSHS of certain types of asserted deficiencies in the Request for Applications.
12. DCS – Division of Child Support, a division of the Economic Services Administration (ESA) under the Department of Social and Health Services (DSHS) which is responsible for the establishment, collection and distribution of child support in Washington State.
13. DSHS – The Department of Social and Health Services and its employees and authorized agents.
14. Debriefing – a short meeting an Unsuccessful Applicant may request with the Application Coordinator following the announcement of the Apparent Successful Applicant for the purpose of receiving information regarding the review and evaluation of that Applicant's Response.
15. Issue or Issued – To post or otherwise release this application as a public document to interested parties.
16. Key Personnel – Applicant's designated staff/personnel that will provide services under this application and any possible future contract.
17. NACHA – The Electronic Payments Association - The organization responsible for governing rules and regulations of electronic payments.
18. OFAC – Office of Foreign Asset Control is an agency of the [United States Department of the Treasury](#) under the auspices of the [Under Secretary of the Treasury for Terrorism and Financial Intelligence](#). OFAC administers and enforces economic and trade [sanctions](#) based on [U.S. foreign policy](#) and [national security](#) goals against targeted foreign states, organizations, and individuals.
19. PCI-DSS – Payment Card Industry Data Security Standard is a worldwide information security standard assembled by the Payment Card Industry Security Standards Council (PCI SSC).
20. Procurement - The broad process of identifying goods and services for purchase or acquisition, of effectuating the purchase or acquisition, and of managing the purchase or acquisition. This Request for Applications is a part of an overall Procurement process. Despite the broader meaning attributed to "procurement", for purposes of this Request for Applications, the terms Solicitation, RFA and Procurement are interchangeable.
21. Project - The undertaking or work for which contracted Services are being requested pursuant to this Request for Applications.

22. Protest – A process that may be followed by an Applicant after the announcement of the Apparent Successful Applicant to alert DSHS to certain types of alleged errors in the evaluation of the Application.
23. RCW – The Revised Code of Washington. All references to RCW chapters or sections shall include any successor, amended, or replacement statute.
24. Responsible Applicant or Bidder – An individual, organization, public or private agency, or other entity that has demonstrated the capability to meet all the requirements of the Request for Applications and to meet the elements of responsibility. (See [RCW 39.26.160 \(2\)](#))
25. Responsive Applicant or Bidder – An individual, organization, public or private agency, or other entity who has submitted an Application that fully conforms in all material respects to the Solicitation and all its requirements, in both form and substance.
26. RFA – Request for Applications, this published document soliciting applications from Vendors to provide services for alternate payment options on behalf of the Division of Child Support.
27. Scope of Work – The Project or work scope set forth in this Request for Applications document that identifies DSHS’ contractual needs and requirements.
28. Services – Labor, work, analysis, or similar activities provided by a contractor to accomplish a specific scope of work.
29. Single Point of Contact – A toll-free number for access to Vendor staff that are dedicated, in whole or in part, to business conducted by DSHS/DCS. Contact information for staff person or unit staff available to assist DSHS/DCS with service issues. For DSHS/DCS Customers, a toll-free number to Vendor staff familiar with the Alternate Payment Option program and capable to resolve customer issues.
30. Small Business - An in-state business, including a sole proprietorship, corporation, partnership, or other legal entity, that: (a) Certifies, under penalty of perjury, that it is owned and operated independently from all other businesses and has either:  
(i) fifty or fewer employees; or (ii) a gross revenue of less than seven million dollars annually as reported on its federal income tax return or its return filed with the department of revenue over the previous three consecutive years; or (b) Is certified with the office of women and minority business enterprises under chapter [39.19](#) RCW.
31. Solicitation or Competitive Solicitation – A formal process providing and equal and open opportunity for Applicants culminating in a selection based upon predetermined criteria. A Competitive Solicitation requests the

submission of bids, quotations or proposals for the consideration of DSHS in contracting to meet its needs. This RFA is a Solicitation.

32. Solicitation Document – This RFA document, including all attachments and all amendments that are issued by the Application Coordinator.
33. Statement of Work – The detailed description services to be performed by the Contractor and set forth in the Contract.
34. Subcontractor – An individual or other entity contracted by the Applicant to perform part of the services or to provide goods under the Contract resulting from this Request for Applications. Subcontractors, if allowed, are subject to the advance approval of DSHS/DCS.
35. Submit – To deliver to the Application Coordinator any of several documents described in this Request for Applications and in the manner specified in this Request for Applications.
36. USC – United States Code.
37. Vendor – The Applicant(s) who holds the awarded, fully executed, written contract resulting from this Request for Applications.
38. WAC – Washington Administrative Code. All references to WAC chapters or sections shall include any successor, amended, or replacement regulation.
39. WEBS – Washington’s Electronic Business Solution, the vendor registration system found at <https://fortress.wa.gov/ga/webs/> and maintained by the Washington State Department of Enterprise Services.

**SECTION C**  
**EXPLANATION OF SOLICITATION PROCESS**

**1. Solicitation Schedule**

The Solicitation Schedule set forth in Attachment G outlines the tentative schedule for important dates and times relating to this Solicitation process. Except as modified in an Amendment issued by the Application Coordinator, the dates and times listed through the date of Application Submission are mandatory deadlines. The remaining dates are estimates and may change without the posting of an Amendment. It is the Applicant's sole responsibility to periodically check <https://fortress.wa.gov/ga/webs/> for RFA Amendments. Failure to meet the Response deadline will result in Applicant disqualification.

**2. Posting of Solicitation Documents**

DSHS shall post this Solicitation, and all amendments and announcements relating to this Solicitation, on WEBS. WEBS can be accessed at: <https://fortress.wa.gov/ga/webs/>. In order to inform the largest number of potential Applicants about this opportunity, DSHS shall also post documents relating to this Solicitation on the Procurements page of the DSHS website, found at: <https://www.dshs.wa.gov/fsa/central-contract-services/procurements-and-contracting>

All Applicants must register as a Vendor on WEBS, using an appropriate commodities code listed on the front page of this Solicitation, and must download this Solicitation from WEBS. This should be done as soon as possible in order for Applicant to receive notifications automatically generated on WEBS, but no later than the date set forth in Attachment G - Solicitation Schedule for Announcement of the Apparent Successful Applicant(s).

**3. Amendment, Cancellation/Rejection of Applications, Reissuance of Solicitation**

DSHS may amend or add to, retract from or cancel this Solicitation at any time, in whole or in part, and without penalty. DSHS may reject all Applications and cancel or rebid this Solicitation. All amendments and notifications of cancellation shall be posted on WEBS. In the event of a conflict between amendments or between an amendment and this Solicitation Document, the document issued latest shall control.

a. Rejection due to unsatisfactory Performance

RCW 39.26.160(5) allows DSHS/DCS to reject any Application of any Applicant who has failed to perform satisfactorily under any previous contract with the state. DSHS/DCS shall notify an Applicant of such a rejection.



#### **4. Communications Regarding Solicitation**

Upon the posting of this Solicitation, all communications concerning this Solicitation must be directed to the Application Coordinator listed on the cover page of this Solicitation document. With the exception of the Applicant Response, which shall be submitted as provided in Attachment D, Instructions Regarding Content, Format and Submission of Written Responses, communications with the Application Coordinator should be sent via email. DSHS may disqualify any Applicant who communicates with anyone in DSHS other than the Application Coordinator regarding this Solicitation.

DSHS considers all oral communications unofficial and non-binding on DSHS. Applicants should rely only on written statements issued by the Application Coordinator.

#### **5. Questions and Answers**

Applicants may send written questions concerning this Solicitation to the Application Coordinator by the date and time set forth on the Solicitation Schedule Attachment G, Item 2, for submission of questions. Questions should be sent via email and should include the number and title of this Solicitation in the subject line.

DSHS may consolidate Applicant questions and shall respond by posting one or more Amendments on WEBS and on the DSHS Procurement website on or around the date specified in the Solicitation Schedule. Only Applicants who have properly registered and downloaded the original Solicitation directly via the WEBS system: <https://fortress.wa.gov/ga/webs/> will receive notification of Amendments and other correspondence pertaining to this Solicitation.

#### **6. Request for Change in Mandatory Requirements**

If Applicant believes that this Solicitation contains requirements which would unreasonably prohibit or restrict Applicant's participation, or believes that different requirements would provide better value to the State, Applicant shall submit a written explanation of the issue together with proposed alternative requirements to the Application Coordinator no later than the deadline for Applicant Questions as stated in the Solicitation Schedule set forth in Attachment G, Item 4. The Application Coordinator shall not be required to consider requests for changes after this date. Because of the nature of the specific delegated authority required for this Solicitation, DSHS is not required to make changes to the mandatory requirements. If any changes are made to the Solicitation requirements, an Amendment setting forth those changes will be posted on WEBS.

## **7. Complaints**

In the event an Applicant believes that this Solicitation either: (a) unnecessarily restricts competition; (b) contains an unfair or flawed evaluation or scoring process; or (c) contains inadequate or insufficient information to permit preparation of a Response, the Applicant shall submit a written complaint to the Application Coordinator. The Application Coordinator will forward the complaint to the DSHS Chief of Central Contracts and Legal Services for review. The complaint shall include a proposed remedy and shall be submitted no later than five (5) business days prior to the date when Responses are due. DSHS shall post its response to the Complaint on WEBS and on the DSHS procurement web page.

Should an Applicant's complaint identify a change that would be in the best interest of DSHS to make, DSHS may issue an Amendment modifying this Solicitation. The DSHS decision regarding a complaint is final and no further administrative appeal is available. If no complaint is filed, an Applicant cannot later file a protest based on any of the above complaint criteria.

## **8. 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, and 39.29.052, the State of Washington encourages participation by veteran-owned business enterprises and Minority-Owned and Women-Owned Business Enterprises (MWBE), either self-identified or certified by, respectively, the Department of Veterans Affairs or the Office of Minority and Women's Business Enterprises (OMWBE). While the State does not give preferential treatment, it does seek equitable representation from the veterans, minority and women's business communities.

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, no preference will be given in the evaluation of Applications, no minimum level of MWBE or veteran-owned business participation shall be required, and Applications will not be evaluated, rejected, or considered non-responsive on that basis.

Applicants may contact the Office of Minority and Women's Business Enterprises (OMWBE) at <http://www.omwbe.wa.gov/index.shtml> and/or the Department of Veterans Affairs at <http://www.dva.wa.gov/BusinessRegistry/default.aspx> 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.

## **9. Auxiliary Aids and Services**

DSHS will provide access to this Solicitation document to individuals with disabilities. Please contact the Application Coordinator to request auxiliary aids and services.

If an individual believes that the Department has discriminated on the basis of a disability, please contact the DSHS Investigations Unit for the Nondiscrimination Policy Brochure and complaint process. The brochure can be found at <http://www.dshs.wa.gov/pdf/Publications/22-171.pdf>.

## **10. Cost to Prepare Response**

DSHS will not be liable for any costs incurred by the Applicant in preparing, conducting a site assessment, or submitting a Response to this Solicitation.

## **11. Acceptance of Solicitation Terms**

In submitting a Response, Applicant must include a signed Application Submission Letter in the form set forth on Attachment B, as well as signed Applicant Certifications in the form set forth on Attachment C. Applicant must acknowledge that in submitting a Response, it accepts all terms of this Solicitation Document, including all of its Attachments, and that Applicant's Response constitutes a binding offer.

## **12. Joint Proposals**

If Applicants submit a joint Response with one or more other persons or entities, these persons or entities must designate a prime Applicant. The prime Applicant will be DSHS sole point of contact through the Procurement process. If selected as an Apparent Successful Applicant, the prime Applicant shall sign the contract and any amendments and will be liable and responsible to DSHS for all performance under the contract.

## **13. Withdrawal of Responses**

After a Response has been submitted, Applicants may withdraw their Response at any time up to the Response due date and time as specified in Attachment G – Solicitation Schedule. A written request to withdraw the Response, signed by an authorized representative of the Applicant, must be submitted to the Application Coordinator. After withdrawing a Response, the Applicant may submit another Response at any time up to the Response submission date and time.

## **14. Ownership of Responses**

All materials submitted in response to this Request for Applications - Solicitation become the property of DSHS, unless received after the deadline in which case

the Response shall be returned to the sender. DSHS 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.

#### **15. Announcement of Successful Applicant(s)**

DSHS shall announce the Apparent Successful Applicant(s) on WEBS on the date indicated in Attachment G - Solicitation Schedule. All announcements of Apparent Successful Applicants are subject to a signed Contract satisfactory to DSHS.

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

#### **16. 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. Applicants should familiarize themselves with the requirements prior to submitting a Response. Applicants must include, in their Letter of Submittal, information regarding any current or former state employees who are employed by, or subcontracted with Applicant.

**SECTION D**  
**INSTRUCTIONS REGARDING CONTENT, FORMAT AND SUBMISSION OF WRITTEN RESPONSES**

Applicants shall submit their Responses utilizing the forms set forth on Attachments B, C, D, E F and H to this Competitive Solicitation. Each Attachment represents a separate section of the Response. Failure to complete and submit all required Attachments, and to sign them, if applicable, may result in Applicant disqualification. Responses should be neatly typed in 12 point font, using proper grammar, spelling and punctuation and should be submitted in the following order with each section of the Response clearly labeled.

**1. Attachment B: Application Submission Letter (Required, not scored)**

All Applicants must submit a completed Application Submission Letter in the form and with the minimum contents set forth on Attachment B, which must include all of the required acknowledgments and information. The Application Submission Letter must be signed by an individual authorized to bind the Applicant contractually. Applicant's completed and signed Attachments B and C, together with any documents that are required to be attached, and Applicant's answers to administrative questions set forth on Attachment D, Applicant Questionnaire, comprise the Administrative component of the Response.

**2. Attachment C: Applicant Certifications and Assurances (Mandatory Requirement, not scored)**

All Applicants must submit the Applicant Certifications and Assurances form set forth on Attachment C, signed by an individual authorized to bind the Applicant contractually.

**3. Attachment D: Applicant Response Form (Required; Portions Scored)**

Using Attachment D, Applicants must provide answers to the questions set forth on the Applicant Response Form to demonstrate satisfaction of administrative requirements and, as applicable to this Solicitation, their qualifications, approach and proposed customer fee schedule to provide the services as outlined in this Competitive Solicitation, and included in the Sample Contract set forth on Attachment A. The number of points allocated to each answer is indicated next to the question.

The Applicant Response Form is posted separately from this Solicitation document in Microsoft Word format. Except for limits that are noted on the Applicant Response Form, Applicants may utilize as much space as is reasonably required to respond to each question, provided all questions are repeated and remain

numbered and ordered as set forth in Attachment D. If additional pages are needed, they should be attached to the page containing the initial portion of the response to a question and should be marked clearly to indicate that they provide a continuation of Applicant's answer to a specific numbered question. Applicants should not submit product brochures, white papers, customer testimonials, cut sheets, or other pre-prepared materials in response to any of the questions.

Applicants must submit complete, well-organized explanatory answers that address all of the specific questions asked in the Applicant Response Form. Applicants should not assume that evaluators will be familiar with their business before conducting the evaluation.

Use of Attachment D assures that Applicant responds to specific questions in space immediately below those questions and helps to avoid confusion among evaluators about the question that is being responded to. In awarding points, evaluators shall not be obligated to search through the Applicant's answers to questions other than the one being reviewed in order to locate text that is responsive to the question being reviewed. Failure to use the form set forth on Attachment D (with the applicable questions set forth immediately above Applicant's answers), failure to respond to all questions and/or failure to submit any documents requested in the Applicant Response Form may result in Applicant disqualification.

If Applicant is awarded a Contract, DSHS may require that the Applicant Response Form be incorporated, in whole or in part, into the Contract.

#### **4. Attachment E: Contractor Intake Form (Required, Not Scored)**

All Applicants must complete and sign the Contractor Intake Form (Form 27-043) attached to this competitive Solicitation as Attachment E. This form can be downloaded in Microsoft Word format for ease of completion at <https://www.dshs.wa.gov/fsa/forms>. In order to apply to this Solicitation you must have a current business license. However, Successful Applicants shall be required to provide a current Washington Master Business License before the contract is signed. Applicant can obtain a Washington Master Business License through the Washington State Department of Licensing. Their web address is: <http://www.dol.wa.gov/>

#### **5. Attachment F: Applicant Reference Form (Required, Not Scored)**

All applicants must complete, sign and submit the Applicant Reference form Attachment F

**6. Attachment H: Statewide Payee Registration and W-9 (Required, Not Scored)**

All applicants must complete, sign and submit the Statewide Payee Registration and W-9 form Attachment H (Note: only the W-9 section of this form is required with the submission. Every Apparent Successful Bidder will be required to submit the Statewide Payee Registration within ten (10) business days of notification of Apparent Successful Bidder status.)

**7. Proprietary Information/Public Disclosure**

Materials submitted in response to this Solicitation shall be deemed public records as defined by RCW 42.56. All Responses and accompanying documentation shall become the property of DSHS upon receipt, and will not be returned.

The Applicant's Response must include, on Attachment D, a statement identifying the pages of its Response, if any, which contain information the Applicant considers proprietary. Each page claimed to be proprietary must be clearly marked by stating the word "Proprietary" on the lower right hand corner. Applicants must be reasonable in designating information as proprietary or confidential. **Applicants may not mark their entire Response proprietary. Doing so will not be honored and will disqualify your Response from further consideration.**

If DSHS receives a request to view or copy an Applicant's Response, DSHS will respond according to applicable law and DSHS's policy governing public disclosure. DSHS will not disclose any information marked "Proprietary" in a Response without giving the Applicant ten (10) days' notice to seek relief in superior court per RCW 42.56.540.

**Applicants may not include any DSHS client information in their Responses. Doing so will result in disqualification of the Response from further consideration.** If you wish to include examples of any forms or processes, use a blank form or ensure that all client information is completely redacted.

**8. Submission of Responses**

Application Responses must be stored in an acceptable electronic format and, if applicable, hard copy format, as set forth in Section 8, below. Application Responses must be emailed directly to the Application Coordinator at the email address provided on the cover sheet of this Solicitation Document. Application Responses must be received by the Application Coordinator in their entirety on or before the due date and time set forth in Attachment G Solicitation Schedule, unless a posted Amendment to this Competitive Solicitation changes this due date and time. Applicant's completed version of each of the Attachments B, C, D, E and F to this Competitive Solicitation shall be included as a separate attachment to the Applicant's email(s).

Applicants assume all risks for the timely submission of the Response. Applicants are responsible for allowing sufficient time to ensure timely electronic receipt of their Response by the Application Coordinator and, in Solicitations that also require that hard copies of the Response be submitted, to ensure timely receipt via other delivery methods. DSHS does not assume responsibility for problems with the Applicant's email, network or problems with the mail, parking, traffic or the services of any third party courier. However, if DSHS email is not working properly, appropriate allowances will be made.

DSHS will not accept late Application Responses, nor grant time extensions for individual Applicants. DSHS will disqualify any Application Response and withdraw it from consideration if it is received after the Response submission due date and time.

In addition to emailing an electronic copy of their Application Responses to the Application Coordinator, Applicants shall submit five (5) paper copies of their Responses for use by the evaluation panel. Paper copies should be exact duplicates of the documents Applicant has emailed to the Application Coordinator. Paper copies should be organized in the same order as the electronic response, placing Attachments B – F and H, completed and signed, as applicable, in their alphabetical order based upon the letter corresponding to the Attachment. Information about mailing and delivery of Application Responses can be found on line at:

<https://www.dshs.wa.gov/fsa/central-contract-services/proposal-delivery-methods>]

## **9. Acceptable Electronic Formats for Submission of Responses**

Attachment D - Application Response Form, should be submitted in Microsoft Word. Other Response documents must be formatted in Portable Document Format (Adobe Acrobat PDF) or Microsoft Word, Excel, or PowerPoint. Spreadsheet documents must be submitted in Microsoft Excel and in a live, unprotected file that includes all formulas, macros, and computations that are relied on or used to calculate any rates or values presented therein. When scanning documents to be submitted in PDF format, scanner resolution should be set to at least 200 dots per inch.

**NOTE: DSHS/DCS cannot receive emails that are larger than 10MB. To keep file sizes to a minimum, Applicants are cautioned not to use unnecessary graphics in their Application Responses. If your Application Response approaches or exceeds 10MB, you must break it up and send it by more than one email so that no single email exceeds 10MB – You must number the emails e.g., (Name of Company) RFA Response Email 1 of 5; (Name of Company) RFA Response Email 2 of 5; and so forth.**



## **10. Alternative Submission Methods**

Applicants wishing to request an alternative method for submitting their Application Response must contact the Application Coordinator at least ten (10) days before the Response Submission Date. No alternative submission method will be accepted unless agreed to by the Application Coordinator in writing prior to the Application Response deadline.

## **SECTION E EVALUATION OF RESPONSES**

### **1. Application Responsiveness; Administrative Review**

All Application Responses will be reviewed by the Application Coordinator to determine compliance with administrative and minimum qualification requirements and instructions specified in this Solicitation. DSHS may reject an Application Response as non-responsive at any time for any of the following reasons:

- Incomplete Response
- Submission of an Application 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 Applicant qualifications or to comply with any requirement set forth in this Solicitation Document, including Attachments
- Submission of incorrect, misleading, or false information
- History of prior unsatisfactory contractual performance

The Application Coordinator may contact any Applicant for clarification of the Applicant Response. If an Application Response is deemed non-responsive, it shall be removed from further consideration. DSHS shall notify non-responsive Applicant(s) of this determination and the supporting reasons. Applicants whose Application Responses are found to be non-responsive shall be disqualified from further evaluation and shall be notified in writing. Applicants who are deemed non-responsive shall not have an ability to submit a protest or request a debriefing conference.

If an Application Response meets all administrative and Applicant qualification requirements and submittal instructions, DSHS shall continue with the Written Evaluation.

### **2. Errors in Applicant Response**

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

DSHS reserves the right to contact any Applicant for clarification of Application 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 Application Coordinator, contact an Applicant to clarify specific matters in the submitted Application Response.

DSHS reserves the right to waive minor administrative irregularities contained in any Application Response.

### 3. Evaluation Criteria and Scoring of Responses

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

The maximum number of points available for each Applicant Response is eighty five (85). The maximum number of points that may be assigned with respect to specific questions is set forth on Attachment C1, Applicant Response form. The overall breakdown for assignment of points in evaluating Responses to this Solicitation is as follows:

Experience and Qualifications .....	<u>40</u> maximum points
Service Proposal .....	<u>40</u> maximum points
Fee Schedule Proposal .....	<u>5</u> maximum points
<b>Total Possible Points</b> .....	<b><u>85</u></b> maximum points

### 4. Written Application Evaluation Process

DSHS 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.

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

### 5. Applicant's References

Once the written evaluations are completed, DSHS may contact the references provided by top-ranked Applicant(s) in order to investigate past performance and validate information in Applicant Responses. DSHS may choose to seek out additional references or any available industry and consumer ratings. In submitting a Response, Applicant agrees that it shall hold harmless DSHS 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 Applicant's Response.

While additional points may be awarded for superior performance and reliability as demonstrated through references (see paragraph 3, above), references are evaluated on a pass/fail basis at the discretion of DSHS. DSHS may reject an application if a reference, in DSHS opinion, provides negative information about an Applicant's past performance.

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

## **6. Facility/Site Assessment**

DSHS reserves the right to visit and assess the facilities proposed to be used by top-ranked Applicant(s) in delivering services. Unless otherwise noted in this Solicitation document, this assessment shall be evaluated on a pass/fail basis.

If DSHS deems the facility assessments are necessary, the Application Coordinator will notify the top ranking Applicant(s) of the date and time for their facility assessment.

## **7. Selection of Apparent Successful Applicant(s)**

Applicants that receive the highest total number of possible points will be considered Apparent Successful Applicant(s) and presented to DSHS management for consideration. In the event multiple Contracts will be awarded, the applicable number of top-scoring Applicants will be considered.

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

DSHS management shall make the final determination as to which Applicant(s), initially designated as finalist(s), shall be officially selected and announced on WEBS as the Apparent Successful Applicant(s) on or about the date and time set forth in Attachment G - Solicitation Schedule. DSHS may also notify the Apparent Successful Applicant(s) and the unsuccessful Applicant(s) of its determination via email on or about the date and time specified in Attachment G - Solicitation Schedule.

DSHS' decision will be subject to the execution of a Contract satisfactory to DSHS within ten (10) days following the announcement of the Apparent Successful Applicant(s) on WEBS.

**SECTION F  
APPLICANT DEBRIEFING  
AND PROTEST PROCEDURE**

**1. Debriefing Conferences**

No later than 5:00 p.m. on the third business day following the posted announcement of Successful Applicant(s) on WEBS, Applicant(s) who are not selected as a Successful Applicant may send an email to the Application Coordinator requesting a Debriefing Conference. Unless a different date is agreed upon by the Application Coordinator, the Debriefing Conference will be held on a date designated in Attachment G Solicitation Schedule. Discussion at the debriefing conference will be limited to the following:

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

No comparisons between Applications will be allowed during the Debriefing Conference, which shall be conducted by telephone, unless the Application Coordinator agrees to an in-person meeting, and shall last for a maximum period of thirty (30) minutes. Since Debriefing Conferences pertain to the formal evaluation process, Applicants who were disqualified as non-responsive and therefore did not go through the formal evaluation process shall not be entitled to request a debriefing.

**2. Grounds and Filing of Protests**

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

- Bias, discrimination or conflict of interest on the part of the evaluator or in the process
- Mathematical errors in computing the score
- Non-compliance with procedures described in the Solicitation document or in DSHS policy

Protests must be emailed to the Application Coordinator and must be received no later than 2:00 p.m. (Pacific Time) on the fifth (5th) business day following the day of the Applicant'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 Applicants from DSHS 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 and the Protest process shall be closed. It is not grounds for a Protest to question an evaluator's professional judgment on the quality of a Response or DSHS' assessment of its own needs or requirements.

As DSHS intends to possibly award multiple contracts from this Solicitation, a Protest by one Applicant shall not delay DSHS' ability to sign a contract with any Apparent Successful Applicants.

### **3. DSHS Protest Review Process**

The Application Coordinator shall review the grounds for Protest

- (1) DSHS/DCS may, but is not obligated to postpone awarding a contract until a protest has been resolved.
- (2) DSHS/DCS shall perform an objective review of all protests.
- (3) DSHS/DCS shall render a written decision to the protesting Applicant within ten (10) business days after receipt of the protest, unless more time is needed. DSHS/DCS shall notify the protesting applicant if additional time is necessary.
- (4) If an awarded contract is terminated as a result of a Post-Award protest, DSHS/DCS shall not be liable to the Vendor for, and the Vendor shall not claim against DSHS/DCS, any alleged (a) Application preparation charges, (b) cost incurred to ensure that the Vendor's Application is responsive, (c) claims for anticipated lost profits, or (d) claims for damages.

The Application Coordinator will immediately forward any Protest to the Chief of Central Contracts and Legal Services to assign to a Protest Coordinator for review. The Protest Coordinator, an individual who was not involved in the Solicitation, will consider the record and all available facts and will endeavor to issue a decision within ten (10) business days following receipt of the Protest. If additional time is required, the protesting party will be notified of the delay.

### **4. Determination of Protests**

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

- a. DSHS/CCLS will make a final determination of the Protest and will either

determine to deny the Protest or consider the Protest to be warranted. The Protest shall be considered warranted only if the protested grounds influenced the outcome of the RFA to the detriment of the Applicant.

- b. If the Protest is warranted, DSHS/CCLS will take one or more of the following actions:
  - i. Correct any errors and re-evaluate all Applications affected by the errors;
  - ii. Cancel the solicitation and reissue the RFA document;
  - iii. Take such other action as may be appropriate.

There is no further administrative process or remedy available within DSHS to appeal the determination that resulted in a Protest.



**SECTION G**  
**CONTRACTING PROCEDURES**

**1. Contract Execution**

The Apparent Successful Applicant(s) is expected to sign a contract with DSHS 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.

DSHS reserves the right to require that some or all of Applicant's Response be incorporated into the Contract based on the requirements of this Solicitation and the terms of the Application Response submitted by the Apparent Successful Applicant(s). If changes are requested as part of the Application Response, DSHS may consider, but shall be under no obligation to agree to any modifications to any Terms and Conditions of Attachment A, Sample Contract.

If the Apparent Successful Applicant(s) fails or refuses to sign a Contract within ten (10) business days of delivery by DSHS, no contract shall be awarded.

**2. Insurance**

The Apparent Successful Applicant(s) 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 DSHS of the Applicant or Applicant's Services and shall not be represented as such by Applicant(s) in any advertising or other publicity materials.

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

**4. Background Checks**

Individuals who will be performing the Contract on behalf of the Apparent Successful Applicant may be required to undergo background checks. Individuals who have disqualifying results (showing crimes and/or negative actions) may not be permitted to provide Services under the Contract.

**5. Statewide Vendor Payment Identification Number**

Prior to execution of the Contract, the successful Applicant(s) will be required to register in the Statewide Vendor Payment system to obtain a Statewide Vendor

Payment Identification Number using Attachment H, even though no payment shall be made by DSHS or any other state agency for these services.