



Transforming lives

**COMPETITIVE SOLICITATION
#2034-765
REQUEST FOR PROPOSALS**

Project Title: AL TSA-DDA – Translation Auto Systems

Estimated Contract

Performance Period: January 1, 2021 through December 31, 2022

Response Due Date:

All Responses **must be received in their entirety by 2:00 p.m.** Pacific Time on November 6, 2020 unless an Amendment is issued modifying the Solicitation Schedule set forth in Section C.1 of this Solicitation Document.

Submit Response To:

Responses must be submitted to:
James O'Brien, Solicitation Coordinator
Department of Social and Health Services
Facilities, Finance and Analytics Admin.
Central Contracts and Legal Services
Email: obriejm@dshs.wa.gov

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

DSHS Procurement Website: <https://www.dshs.wa.gov/ffa/procurements-and-contracting>

WEBS Website: <https://pr-webs-vendor.des.wa.gov/>

Applicable WEBS Commodity Codes: 952-43, 208-58, 209-58, 961-75

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SECTION A CONTRACT REQUIREMENTS

1. Purpose

This competitive solicitation is issued in order to assist the Aging and Long-Term Support Administration (AL TSA) and the Developmental Disabilities Administration (DDA) of the Washington State Department of Social and Health Services (DSHS), and Area Agencies on Aging (AAAs), in seeking qualified Bidders to provide automatic system generated documents to DSHS AL TSA/DDA clients in the languages and Large Print format they can read. Only one Contractor will be selected during this process.

2. Background

The Department of Social and Health Services (DSHS) staff must take reasonable steps to ensure meaningful access to DSHS programs and services to clients with Limited English Proficiency (LEP) or low vision by offering document translation and creating documents in Large Print (LP) to be provided by the contracted vendor.

Requests will be coming from AL TSA, AAAs, and DDA.

The Developmental Disabilities Administration (DDA) is transforming lives by providing support and fostering partnerships that empower people to live the lives they want. People with developmental disabilities and their families are valued citizens of the state of Washington. The DDA strives to develop and implement public policies that will promote individual worth, self-respect, and dignity such that each individual is valued as a contributing member of the community. The Developmental Disabilities Guiding Values encompass our vision and values for inclusive communities.

The Aging and Long-Term Support Administration (AL TSA) is transforming lives by promoting choice, independence and safety through innovative services. AL TSA provides services to approximately 67,000 individuals who receive Medicaid each year. Every staff member at AL TSA plays a vital role in caring for our aging and disabled citizens in Washington. Our commitment to continually challenging ourselves and improving our programs has made AL TSA a nationally recognized leader in the delivery of long-term care services.

Area Agency on Aging (AAA) was created through the Older Americans Act (OAA) in 1973. The AAAs focus on assisting older adults, unpaid caregivers, and adults with disabilities and are funded both by state funds through our partnership with the Aging and Long-Term Support Administration (AL TSA), and is designated to receive funding from the OAA through the Administration for Community Living (ACL) and through the Centers for Medicare and Medicare Services (CMS).

3. Project Scope

a. Overview

Requestors will send client documents requiring formatting of the letters using previously translated templates; keying in numbers, dates, names, addresses, etc.; translation of the newly added text; or for Large Print formatting as Portable Document Format (Adobe Acrobat PDFs) via secure email. The Contractor will be responsible for downloading and translating the English version into the requested language or converting into Large Print. Each client letter must be returned with both the English and translated letters combined together to form a single, contiguous file that will be delivered to the Requestor via secure email, except for Large Print documents that will be delivered without the English original.

Some documents may have DSHS numbered forms as attachments. **Do not translate DSHS numbered forms.** ALTSA or DDA translations coordinator will provide translated DSHS forms to the contractor.

b. Service Requirements – This contract is for translation of system-generated correspondence between the service agency and clients with limited English proficiency (LEP) or low vision.

i. General Requirements. The Contractor shall:

- Accept and complete all requests for translation into 15 primary languages within required time frames during the term of the Contract.
- Use English as the base language for calculating the per word translation costs.
- Use only the approved DSHS Language Codes as language identifiers (see Attachment H).
- Be responsible for all costs associated with the completion of each translation, including staff time, equipment, technology and necessary materials.
- Submit all billing information to ALTSA, DDA, and AAAs for verification and payment.
- By the end of the first month following the month of service, the Contractor will send to the ALTSA/DDA repository an electronic copy of all newly translated templates, categorized by specific identifier, DSHS language code, and font used in Microsoft Word format. The Contractor will continue to send newly translated templates by the end of the second month of each quarter. (i.e., by the last day of February, May, August and November.) Contractor will send to the ALTSA/DDA repository the latest English version of the template along with the translated language version.
- At Contractor's expense, meet upon request with ALTSA and DDA representatives to review compliance with the terms of the contract and to discuss service performance issues.

ii. Translation Quality Requirements. To ensure and promote translation accuracy, the Contractor must:

- Use Translators who are certified, authorized or qualified by one or more of the following authorities:
 - American Translators Association (ATA).
 - DSHS Language Testing and Certification program.
 - Approved Contractor Translator testing programs.

Note: During the term of the contract AL TSA and DDA reserve the right to monitor and require improvements to previously approved Contractor testing programs.

- Ensure Contractor and Translators adhere to the following Code of Ethics:
 - Accuracy – Contractor is responsible for ensuring that the translated documents thoroughly and faithfully render the source language message, omit or add nothing, give consideration to linguistic variations in both source and target languages, and conserve the tone and spirit of the source language message.
 - Cultural Sensitivity/Courtesy – Contractor is responsible for ensuring that Translators are culturally competent, sensitive, and respectful of the individuals they serve.
 - Proficiency – Contractors are responsible for ensuring that Translators meet the minimum proficiency standard set by DSHS by passing the required certification examination or screening evaluation.
 - Compensation – The fee schedule established through this contract shall be the maximum compensation for services performed under this Contract. Contractor shall not accept additional money, considerations or favors for services provided under this Contract. Contractor shall not use for private or others' gain or advantage, the department's time or facilities, equipment or supplies, nor shall they use or attempt to use their position to secure privileges or exemptions.
 - Non-discrimination – Contractor is responsible for ensuring that Translators are neutral, impartial and unbiased. Translators shall not discriminate on the basis of gender, disability, race, color, national origin, age, socio-economic or educational status, or religious, political or sexual orientation.
 - Self-evaluation – Contractor is responsible for ensuring that Translators' certifications, training and experience are accurately and completely represented.
 - Impartiality /Conflict of Interest – Contractor is responsible for disclosing any real or perceived conflict of interest of Translators that would affect objectivity in the delivery of service. Providing translation services for family members or friends may violate the individual's right to confidentiality or constitute a conflict of interest.

- Scope of Practice – Contractor is responsible for ensuring that Translators provide no counseling, advice; do not express personal opinions to individuals for whom they are translating, nor engage in any other activities that may be construed to constitute a service other than translating. Translators are prohibited from using information that becomes known to them while translating clients' documents; having any access to clients including, but not limited to, phoning clients directly.
- Keep on file information regarding each translated document, including when and who translated and reviewed the template or client-specific inserts. This information shall be available to ALTSA and DDA upon request.
- Translate documents at the same reading level as the source material.
- Review each translation prior to delivery to the Requestor to ensure that The translated document is linguistically accurate and consistent with the formatting and technical specifications of the original English document.
- Upon request, correct any translation in order to improve quality.

Note: The Contractor shall be responsible for any costs related to correcting translations formatted or translated incorrectly. Payment will not be made for translations that are not completed in accordance with the corrections requested by ALTSA or DDA.

- Within 15 days of request, submit a comprehensive list of all Translators the Contractor's agency will use to meet the terms of the Contract. These updates will be sent within five (5) days of any change.
- Upon issuance of the Contract, submit a comprehensive list of all Translators and Reviewers used to meet the terms of this contract. The list must be electronically updated and sent monthly to ALTSA and DDA Language Access Advisors unless there are no updates.

iii. Creating Documents in Large Print (LP) – Requirements

- Contractor will create documents in LP by formatting the regular document using the most appropriate font type, at a minimum of 18-point font size or larger if specified by the Requestor.
- Contractor will apply proper line spacing (of at least 1.5).
- Contractor will use the "Best Practices and Guidelines for Large Print Documents" (Attachment I) as a guiding document for quality products.

iv. Workflow and Procedures – Requirements

Requests – Contractor will receive secure email with attached PDF of the document(s) needing translation or Large Print formatting. Each email's subject line will contain unique information (codes) about the Requestor and the type of template(s) for future project billing such as:

- Region/Planning Service Area (PSA)/AAA

- Reporting Unit
- AL TSA/DDA ID
- Document type
- Language

Requestor may include special handling instructions in the body of the email.

Rejection – If upon receipt of a request for translation, the Contractor determines that any or all letters included in the secure email will not be able to meet the required time frames outlined in the Contract, the Contractor shall immediately notify the Requester. Failure to accept translation requests will be tracked and may be considered grounds for breach of contract.

At no time will contractor reject requests for translation into primary languages and requests for large print formatting.

Return of File – All letters that went out in one secure email must come back in the reply to the same email.

Contractor must be able to provide the following information upon request:

- Date requests were received from AL TSA or DDA
- Date completed translated work was sent back to the requester
- Billing numbers/IDs
- Number of client letters by billing number Reporting Unit (RU) and charge
- Word count by billing number and charge
- Charge for each billing number
- Names and qualifications of the Translator and Reviewer who worked on the project
- Which documents required keying
- Which documents required formatting
- Which documents required translations

v. Translated Templates Repository

- Contractor shall keep on file information regarding each translated AL TSA and DDA template.
- Contractor will follow the nomenclature currently used by the Translation Billing tool where there is a specific client: Region / Reporting Unit / ADSA ID / Document type including administration (if appropriate). For example: HQ 852 12345 AD DDA DU is the nomenclature for an HQ request for a client whose ADSA ID is 12345 for the Assessment Details DDA version of the template in Dutch.
- Contractor will send English templates that have no client designation with the following nomenclature: AD DDA 01152021 for the type of template (including administration version) and date (DD/MM/YYYY) of translation for the English

version; AD DDA DU 01152021 is the nomenclature for the Dutch translated version where DU is the DSHS language code. CR 01152021 is the nomenclature for a template (Care Results) that does not have versioning by administration. CR LP 01152021 is the nomenclature for a Large Print version of the Care Results form.

- AL TSA/DDA will send to the Contractor specifics of where to transmit the templates and provide current credentials for accessing the repository. Contractor will contact the Contract Coordinator for any issues.

vi. Turnaround Time Frames

- The Contractor will be required to complete translation requests within the following timeframes. Time frames will be tracked beginning with the business day on which the Requestor receives a confirmation email from the Contractor that documents have been accepted, and ending on the business day the Contractor emails the completed translated or LP-formatted documents to the Requestor.
- Translation requests are to be completed:
 - a. Within 4 business days for correspondence that requires keying-in or formatting of previously translated text in all languages or in Large Print.
 - b. Within 8 business days for correspondence that requires keying-in, formatting, and new translation.
 - c. Within 10 business days for correspondence of 10 or more pages that requires keying-in, formatting, and new translation.
- If unable to meet the timeframes as outlined in a. and b. above, the Contractor shall notify the Requestor and negotiate the extension of the time frame.
- Accepted client documents will be fully reimbursed when the time frames mentioned above are met. Compensation for client documents returned late is as follows:

- a) For correspondence that requires keying-in or formatting of previously translated text in all languages or in Large Print:

Document Returned: Business Days Late	Compensation % of contract rate
1	75%
2	50%
3	25%
4	No Compensation

- b) For correspondence that requires keying-in, formatting, and new translation:

Document Returned: Business Days Late	Compensation % of contract rate
1	87.5%
2	75%
3	62.5%

4	50%
5	37.5%
6	25%
7	12.5%
8	No Compensation

c) For correspondence of 10 or more pages long that requires keying-in, formatting, and new translation:

Letter Returned: Business Days Late	Compensation % of Contract Rate:
1	90%
2	80%
3	70%
4	60%
5	50%
6	40%
7	30%
8	20%
9	10%
10	No Compensation

vii. Billing Specifications and Payment Process

- The Contractor must track all requests for delivery and billing purposes.
- The Contractor will:
 - a. Submit billing for work completed on new or revised templates and on documents formatted in LP to ALTSA or DDA Headquarters for verification and approval for payment.
 - b. Submit billing for work completed on client-specific text within the templates to the RU of the Requestor.
 - c. Each invoice must have:
 - Unique invoice number
 - Date of the invoice submittal
 - Contract number
 - Itemized charges for each request
 - Date the request was accepted
 - Date the request was completed
 - Language of translation
 - Requestor Information for client-specific correspondence (Requestor's email address and the subject line of the secure email)
 - Number of words translated
 - Number of pages formatted

Note: The Contractor will receive the list of the RUs with corresponding contact information.

DSHS processes payments within 30 days of the correct invoice receipt.

viii. Contractor's Resources

- The Contractor must keep, and update as necessary, an electronic list of names and credentials for all available Translators/Reviewers working under this contract and be ready to send it upon request to the ALTSA and DDA Language Access Advisors.
- The Contractor is required to continuously and actively recruit DSHS-certified and recognized Translators in needed languages. If a Contractor is unable to accept or complete a project due to lack of linguistic resources, they may be required to start recruitment immediately and report to ALTSA and DDA what actions were taken, the outcome, and reason(s) why they were not able to identify a qualified Translator if none was found. Continual instances of inability to accept or complete a project may result in contract termination.

ix. Reports

The Contractor must be able to provide the following reports **monthly**:

- Top 20 languages of the requested translations
- Number of requests for each of 20 top languages
- Names of languages for which the Contractor was unable to accept or complete the translation

The Contractor must be able, upon request, to provide the following information that includes, but is not limited to:

- Number of requests for certain periods of time
- Amounts billed for certain periods of time
- The date requests were received and the date completed work was sent back to the Requestor
- Billing numbers/IDs
- Number of client documents by billing number (RU) and charge
- Word count by billing number and charge
- Charge for each billing number for specific period
- Names and qualifications of the Translator and Reviewer who worked on the specific project
- Which documents required keying

- Which documents required formatting
- Which documents required translations

4. Bidder Minimum Qualifications – DSHS may reject a response as nonresponsive at any time for failure to meet the minimum Bidder qualifications listed below.

Minimum Qualifications Bidder must demonstrate include the following:

- a. Have a minimum of five (5) years of experience in the translation business similar to the work and volume described in this RFP.
- b. Have sufficient staffing and equipment in order to respond to all translation requests, complete work, and deliver completed projects within the required timeframes as outlined herein.
- c. Have the ability to store and manipulate translated text, and to combine them into multiple documents.

Note: Currently there are 25 different templates in use. Case managers will enter client-specific information and will request translation from English into another language or the Large Print formatting of the document.

- d. Have a database that will electronically track translation projects, and generate and distribute reports at the request of AL TSA or DDA.
- e. Have a billing system that accurately details the costs for each translation project as specified in the Workflow Requirements and Procedures section of this document.
- f. Must be able to identify previously translated text and utilize those pre-existing translations by using translation memory software.
- g. Contractor must meet technology requirements for digital transmission of translation products and virtual communication criteria. For example, this would require the Contractor to meet electronic file transfer standards as well as having the capacity to host and participate in virtual communications as the default.
- h. Must submit a comprehensive list of names and credentials for all available Translators and Reviewers as part of their bid submission in order to meet the terms of this Contract.

5. Period of Contract Performance

DSHS intends to award one/multiple Contract(s) for the services described in this Competitive Solicitation. The period of performance under the Contract shall be January 1, 2021 through December 31, 2022. The term of the Contract may be extended by amendment up to three (3) times for up to two (2) years per amendment, at the sole discretion of DSHS. Additional services that are appropriate to the scope of this Solicitation, as determined by DSHS, may be added to the Contract in a mutually agreeable amendment.

6. Funding

DSHS has budgeted an amount not to exceed \$3,000,000.00 for the initial term of this Project. DSHS may reject any Response in excess of that amount. Any Contract awarded is contingent upon the availability of funding.

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:

AAA – Area Agency on Aging.

Agency or DSHS – The Washington State Department of Social and Health Services.

ALTSA – Aging and Long-Term Support Administration of the DSHS.

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

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

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

Bid – An offer, proposal or quote for goods or services and all related materials prepared and submitted by a Bidder in response to this Solicitation. The terms Bid, Quotation, Response and Proposal are all intended to mean the same thing.

Bidder – An individual, organization, public or private agency, or other entity submitting a bid, quotation, response or proposal in response to this Solicitation.

Business Days – Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the state of Washington.

Calendar Days – Consecutive days of the year including weekends and holidays, each of which commence at 12:00:01 a.m. and end at Midnight, Pacific Time. When “days” are not specified, Calendar Days shall prevail.

Client Letter – Correspondence, averaging 1½ to 3 pages in length, generated through Automated Systems for an applicant or recipient of services describing the status of the benefits he/she has applied for or is receiving.

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

Complaint – A process that may be followed by a Bidder prior to the deadline for bid submission to alert DSHS of certain types of asserted deficiencies in the Solicitation.

Coordinator or Solicitation Coordinator – An individual or designee who is employed by DSHS within the DSHS Central Contracts and Legal Services Office and who is

responsible for conducting this Solicitation.

DDA – Developmental Disabilities Administration of the DSHS.

Debriefing – a short meeting that an Unsuccessful Bidder may request with the Coordinator following the announcement of the Apparent Successful Bidder. The Debriefing is for the purpose of receiving information regarding the review and evaluation of that Bidder's Response.

DSHS Certified Translator – Translator who successfully passed the required DSHS written translation examination.

DSHS Recognized Translator – Translator who is certified by:

- (1) The American Translators Association (ATA); or
- (2) A nonprofit organization that uses a credible certification program to certify professional Translators and is recognized by the department; or another state, U.S. territory, or another country whose certification program is comparable to DSHS certification and is based upon similar requirements. See WAC 388-03-030: <https://apps.leg.wa.gov/wac/default.aspx?cite+388-03-030>. and LTC Examination Manual: <https://www.dshs.wa.gov/sites/default/files/ltc/documents/ExamManualWebVersion.pdf>.

DSHS AL TSA/DDA Automated Systems – these include:

a. **CARE** – the **Comprehensive Assessment Reporting & Evaluation** system provides a standardized approach in evaluating the support needs of applicants and clients for purposes of service determination and individualized support planning for both AL TSA and DDA services;

b. **TCARE®** (Tailored Caregiver Assessment and Referral Evaluation) – is the evidenced based assessment tool used by AAA case managers in order to produce an individualized care plan with appropriate interventions and supports for unpaid family caregivers;

c. **GetCare** – is the statewide system used by AAAs for tracking, reporting and case management for Community Living Connections programs and services such as Family Caregiver Support (FCSP), Medicaid Alternative Care (MAC), and Tailored Support for Older Adults (TSOA).

Formatting of letters – The act of arranging and putting together previously translated templates to include client-specific text as requested by AL TSA/AAA and DDA staff, while preserving the original layout, consistent fonts, etc.

Keying-in – The act of typing English information (e.g., program names, client names, numbers, etc.) into a previously translated client document.

Large Print – Creating a text document in which the typeface (or font), and sometimes the medium, are considerably larger than usual, to accommodate people who have poor vision.

Primary Languages – Languages for which the vendor must maintain an adequate pool of Translators and Reviewers through the life of the contract: Amharic, Arabic, Cambodian (Khmer), Chinese, Farsi (Persian/Dari), Korean, Laotian, Punjabi, Russian, Somali, Spanish, Tagalog, Ukrainian, Urdu, and Vietnamese.

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

Project – The undertaking or work for which contracted Services are being requested pursuant to this Solicitation.

Proofreading – The process for reviewing translation completed by another entity, not a current Contractor, for linguistic and technical accuracy.

Protest – A process that may be followed by a Bidder after the announcement of the apparent Successful Bidder to alert DSHS to certain types of alleged errors in the evaluation of the Solicitation.

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

Repository – A place to deposit something, as for storage, safekeeping or preservation.

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

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

Reviewing translation – The process of checking already completed translation by the first Translator for linguistic accuracy by the second certified or recognized Translator; and checking translation for technical accuracy.

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

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

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

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 Minority and Women’s Business Enterprises under chapter [39.19](#) RCW.

Solicitation or Competitive Solicitation – A formal process providing and equal and open

opportunity for Bidders that culminates 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 RFP is a Solicitation.

Solicitation Document – This RFP document, including all attachments and all amendments that are issued by the Coordinator.

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

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

Translation – The process of transferring written words or text from one language into another.

Transfer of Translated Documents – On a calendar quarterly basis, or as requested, Contractor is required to upload all current templates that Contractor has a translation for, to temporary internet sites provided by AL TSA and DDA. File formats to be in Microsoft Word. AL TSA and DDA shall each maintain their respective documents uploaded to the repository.

Translator Testing Programs – Programs other than Department of Social and Health Services (DSHS), American Translation Association (ATA), and contracted translation companies that administer Translator tests such as Translator training programs of an academic institution.

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

Word Count – The total number of English words translated within a document. The word count determines translation costs. The method used in word counting shall be the same as that used by most computer software programs (e.g., Readability Statistics).

**SECTION C
EXPLANATION OF SOLICITATION PROCESS**

1. Solicitation Schedule

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

Item	Action	Date
1.	DSHS posts Competitive Solicitation.	10.8.2020
2.	Bidder may submit written questions or requests for change in Contract Requirements until 2 p.m. Pacific Time.	10.15.2020
3.	DSHS will post responses to written questions.	10.22.2020
4.	Bidders may submit written Complaints by 2 p.m. Pacific Time (five business days before Response is Due).	10.29.2020
5.	Bidder must submit Response by 2 p.m. Pacific Time.	11.6.2020
6.	DSHS evaluation of written Responses.	11.9 to 11.13
7.	Oral presentations, if requested by DSHS.	11.17 to 11.19
8.	Announcement of Apparent Successful Bidder(s) on WEBS and beginning of contract negotiations.	11.20.2020
9.	DSHS notifies unsuccessful Bidder(s).	11.20.2020
10.	Unsuccessful Bidders may request a debriefing conference until 2 p.m. Pacific Time (or three business days after announcement of ASB).	11.25.2020
11.	DSHS holds debriefing conferences, if requested.	As scheduled
12.	Deadline for submission of Protests by unsuccessful Bidders who participated in a debriefing conference.	Five business days after date of debriefing
13.	DSHS considers Protests, if any, and issues determination.	10 business days after receipt of protest
14.	Contract Execution/Start Date.	12.1.2020

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://pr-webs-vendor.des.wa.gov/>. In order to inform the largest number of potential Bidders 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/ffa/procurements-and-contracting>.

All Bidders 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 Bidders to receive notifications automatically generated on WEBS, but no later than the date set forth on Section C.1., Solicitation Schedule for Announcement of the Apparent Successful Bidder(s).

3. Amendment, Cancellation/Rejection of Bids, 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 bids 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.

4. Communications regarding Solicitation

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

DSHS considers all oral communications unofficial and non-binding on DSHS. Bidders should rely only on written statements issued by the Coordinator. Email shall be considered an official method of communication unless otherwise specified in this document.

5. Questions and Answers

Bidders may send written questions concerning this Solicitation to the Coordinator by the date and time set forth on the Solicitation Schedule in Section C.1. 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 Bidder 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 Bidders who have properly registered and downloaded the original Solicitation directly via the WEBS system: <https://pr-webs-vendor.des.wa.gov/> will receive notification of Amendments and other correspondence pertaining to this Solicitation.

6. Request for Change in Solicitation Requirements

If Bidder believes that this Solicitation contains requirements that would unreasonably prohibit or restrict Bidder's participation, or believes that different requirements would provide better value to the State, Bidder shall submit a written explanation of the issue together with proposed alternative requirements to the Coordinator no later than the deadline for Bidder questions as stated in the Solicitation Schedule set forth in Section C.1. The Coordinator shall not be required to consider requests for changes after this date. 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 a Bidder believes that this Solicitation: (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 Bidder shall submit a written complaint to the Coordinator. The 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 a Bidder'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, a Bidder 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, 39.26.240 and 39.26.245, the State of Washington encourages participation by veteran-owned business enterprises and Minority-Owned and Women-Owned Business Enterprises (MWBE), 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 Bids, no minimum level of MWBE or veteran-owned business participation shall be required, and Bids will not be evaluated, rejected, or considered non-responsive on that basis.

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

prevent or discourage participation from non-MWBE firms or non-veteran-owned businesses.

9. Auxiliary Aids and Limited English Proficient (LEP) Services

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

If an individual believes that the Department has discriminated against them on the basis of a protected status, please contact the DSHS Investigations Unit for the Nondiscrimination Policy Brochure and complaint process. The brochure can be found at <https://www.dshs.wa.gov/sites/default/files/publications/documents/Non-discrim%2022-171.pdf>.

10. Cost to Prepare Response

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

11. Acceptance of Solicitation Terms

In submitting a Response, Bidder must include a signed Bid Submission Letter in the form set forth on Attachment B, as well as signed Bidder Certifications in the form set forth on Attachment C. Bidder must acknowledge that in submitting a Response, it accepts all terms of this Solicitation Document, including all of its Attachments, and that Bidder's Response constitutes a binding offer. Bidders may not alter or redline the solicitation terms or requirements in their response. Submitting altered or redlined solicitation terms or requirements in the Bidder Response may result in Bidder disqualification.

12. Joint Proposals

If Bidders submit a joint Response with one or more other persons or entities, these persons or entities must designate a prime Bidder. The prime Bidder will be DSHS sole point of contact through the Procurement process. If selected as the Apparent Successful Bidder, the prime Bidder 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, Bidders may withdraw their Response at any time up to the Response due date and time as specified in Section C.1, Solicitation Schedule. A written request to withdraw the Response must be submitted to the Coordinator. After withdrawing a Response, the Bidder 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 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. DSHS Award Options; Improvement of Bid Offers

After Responses are received and written evaluations are completed, DSHS may (but shall not be required to) request best and final offers from one or more Responsible and Responsive Bidders. The written Responses of Bidders invited to provide a best and final offer may be re-evaluated and the point values may be adjusted based upon changes to pricing or proposed services, deliverables or methodologies that are included in a best and final offer, prior to DSHS' determination of the Apparent Successful Bidder.

Alternatively, after reviewing all Responses, DSHS may enter into negotiations with the highest ranked Responsive and Responsible Bidder in order to determine if the Bid may be improved before identification of the Apparent Successful Bidder.

DSHS shall not be required to request best and final offers or to enter into negotiations, and reserves the right to make a Contract award without further discussion of the Response. Therefore, the Response should be submitted on the most favorable terms that Bidder intends to offer.

16. Oral Interviews or Presentations

After bids are received and written evaluations are completed, DSHS may request that one or more Responsible and Responsive Bidders participate in an oral interview and/or presentation or demonstration. If this option is elected, additional points shall be awarded as set forth in Section E.3, Evaluation Criteria and Scoring of Responses.

17. Announcement of Successful Bidder(s)

DSHS shall announce the Apparent Successful Bidder on WEBS on the date indicated in Section C.1., Solicitation Schedule. All announcements of Apparent Successful Bidder(s) are subject to the negotiation of a Contract satisfactory to DSHS.

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

18. Ethics, Policies and Law

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

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

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

Bidders shall submit their Responses utilizing the forms set forth on Attachments B, C, and D 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 Bidder 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: Bid Submission Letter (Required, not scored)

All Bidders must submit a completed bid 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 Bid Submission Letter must be signed by an individual authorized to bind the Bidder contractually. Bidder's completed and signed Attachments B and C, together with any documents that are required to be attached, and Bidder's answers to administrative questions set forth on Attachment D, Bidder Response Form, comprise the Administrative component of the Response.

2. Attachment C: Bidder Certifications and Assurances (Required, not scored)

All Bidders must submit the Bidder certifications and assurances form set forth on Attachment C, signed by an individual authorized to bind the Bidder contractually. Bidders may not alter or redline the Bidder Certifications and Assurances form in their response. Submitting altered or redlined solicitation terms or requirements in the Bidder Response may result in Bidder disqualification.

3. Attachment D: Bidder Response Form (Required, Portions Scored)

There are three parts to Attachment D:

D1 is the Management Response; D2 is the Cost Proposal; and D3 is the Bidder Minimum Qualifications.

Using Attachments D1, D2 and D3, Bidders must provide answers to the questions set forth on the Bidder Response Form to demonstrate satisfaction of administrative requirements and, as applicable to this Solicitation, their qualifications, approach and proposed pricing to provide the services as outlined in this Competitive Solicitation, including the Sample Contract set forth on Attachment A. The number of points allocated to each answer is indicated next to the question.

The Bidder Response Form is posted separately from this Solicitation document in Microsoft Word format. Except for limits that are noted on the Bidder Response Form, Bidders 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 Bidder's answer to a specific

numbered question. Bidders should not submit product brochures, white papers, customer testimonials, cut sheets, or other pre-prepared materials in response to any of the questions.

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

Use of Attachment D assures that Bidder 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 Bidder'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 Bidder's answers), failure to respond to all questions and/or failure to submit any documents requested in the Bidder Response Form may result in Bidder disqualification.

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

4. 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 Bidder's Response must include, on Attachment D, a statement identifying the pages of its Response, if any, which contain information the Bidder considers proprietary (for the purposes of public disclosure). Each page claimed to be proprietary must be clearly marked by stating the word "Proprietary" on the lower right hand corner. Bidders must be reasonable in designating information as proprietary or confidential. **Bidders 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 a Bidder'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 Bidder ten (10) days' notice to seek relief in superior court per RCW 42.56.540.

Bidders 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.

5. Submission of Responses

Bid Responses must be stored in an acceptable electronic format and, if applicable, hard copy format, as set forth in Section 7, below. Bid Responses must be emailed directly to the Coordinator at the email address provided on the cover sheet of this Solicitation Document. Bid Responses must be received by the Coordinator in their entirety on or

before the due date and time set forth in Section C.1., Solicitation Schedule, unless a posted Amendment to this Competitive Solicitation changes this due date and time. Bidder's completed version of each of the Attachments B, C, and D to this Competitive Solicitation shall be included as a separate attachment to the Bidder's email(s).

Bidders assume all risks for the timely submission of the Response. Bidders are responsible for allowing sufficient time to ensure timely electronic receipt of their Response by the 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 Bidder'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 Responses, nor grant time extensions for individual Bidders. DSHS will disqualify any Response and withdraw it from consideration if it is received after the Response submission due date and time.

6. Acceptable Electronic Formats for Submission of Responses

Attachment D, Bidder 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 cannot receive emails that are larger than 30MB. To keep file sizes to a minimum, Bidders are cautioned not to use unnecessary graphics in their Responses. If your Response approaches or exceeds 30MB, you must break it up and send it by more than one email so that no single email exceeds 30MB.

7. Alternative Submission Methods

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

SECTION E EVALUATION OF RESPONSES

1. Bid Responsiveness; Administrative Review

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

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

The Coordinator may contact any Bidder for clarification of the Response. If a Response is deemed non-responsive, it shall be removed from further consideration. DSHS shall notify non-responsive Bidder(s) of this determination and the supporting reasons. Bidders whose Responses are found to be non-responsive shall be disqualified from further evaluation and shall be notified in writing.

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

2. Errors in Bidder Response

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

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

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

3. Evaluation Criteria and Scoring of Responses

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

The maximum number of points available for each Bidder is 102 (112 if oral presentations are required). The maximum number of points that may be assigned with respect to specific questions is set forth on Attachment D, Bidder Response form. The overall breakdown for assignment of points in evaluating Responses to this Solicitation is as follows:

Management/Non-Cost Response.....	40 maximum points
Cost Proposal (Quotations).....	60 maximum points
EO 18-03 Response.....	2 maximum points
(*Optional) Oral Interview/Presentation.....	10 maximum points
Total Possible Points.....	102 (112 with oral presentations) maximum points

4. Evaluation of Cost Proposal/Quotations

The Bidder who offers the lowest cost for each question of the Cost Proposal shall receive the maximum number of available Cost Proposal points. Bidders offering higher costs will receive proportionately fewer Cost Proposal points based on the lowest cost as follows:

low bid / higher bid = % of avail. points awarded * avail. points = total cost points

Bidder	Low-Cost Calculation <i>EXAMPLE</i>			Calculated Quotation Score
	Quotation Quest. #1	Low Cost %	Points Available	Points Awarded (Max 20 Points)
Bidder A	\$40.00	1.00	20	20
Bidder B	\$50.00	0.80	20	16
Bidder C	\$80.00	0.50	20	10

The above example will be used for each of the three scored sections in the cost proposal. Please see the Bidder Response Form for specifics on how many points will be assigned to each of the three scored cost sections.

5. Written Bid 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. If oral interviews or presentations are conducted, additional evaluators may supplement or replace some or all of the individuals performing the written evaluation.

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

6. Evaluation for Executive Order 18-03 (Firms without Mandatory Individual Arbitration for Employees)

Pursuant to RCW 39.26.160(3) (best value criteria) and consistent with Executive Order 18-03 – Supporting Workers' Rights to Effectively Address Workplace Violations (dated June 12, 2018), DSHS will evaluate bids for best value and provide a bid preference in the amount set forth in Attachment D, Bidder Response Form, to any Bidder who certifies that their firm does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

Successful Bidders who certify that their employees are NOT required to sign these clauses and waivers as a condition of employment will have an EO 18-03 section added to their contract incorporating this response and requiring notification to DSHS if they later require their employees to agree to these clauses or waivers during the term of the contract.

7. Bidder's References

Once the written evaluations are completed, DSHS may contact the references provided by the top-ranked Bidder(s) in order to investigate past performance and validate information in Bidder Responses. In submitting a Response, Bidder agrees that it shall hold harmless 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 Bidder's Response.

While additional points may be awarded for superior performance and reliability as demonstrated through references (see Section E.3. above), references are generally evaluated on a pass/fail basis. DSHS may reject a bid if a reference provides negative information about a Bidder's past performance.

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

8. Oral Interview/Evaluation – optional at DSHS' sole discretion

In addition to evaluating the written response, DSHS may, at its sole discretion, invite one or more of the highest scoring Bidders to make an oral presentation which shall be separately evaluated. There will only be oral evaluations should the scores of the top Bidders be exactly the same.

9. Selection of Apparent Successful Bidder

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

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

DSHS management shall make the final determination as to which Bidder(s), initially designated as finalist(s), shall be officially selected and announced on WEBS as the Apparent Successful Bidder(s) on or about the date and time set forth in Section C.1., Solicitation Schedule. DSHS may also notify the Apparent Successful Bidder(s) and the unsuccessful Bidder(s) of its determination via email on or about the date and time specified in Section C.1., Solicitation Schedule.

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

**SECTION F
BIDDER DEBRIEFING
AND PROTEST PROCEDURE**

1. Debriefing Conferences

No later than 2:00 p.m. on the third business day following the posted announcement of Successful Bidder(s) on WEBS, Bidders who are not selected as a Successful Bidder may send an email to the Coordinator requesting a Debriefing Conference. Since debriefing conferences pertain to the formal evaluation process, Bidders who were disqualified as nonresponsive and therefore did not go through the formal evaluation process are not entitled to request a Debriefing Conference. Unless a different date is agreed upon by the Coordinator, the Debriefing Conference will be held on a date designated in Section C.1., Solicitation Schedule. Discussion at the debriefing conference will be limited to the following:

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

No comparisons between Bids will be allowed during the Debriefing Conference, which shall be conducted by telephone, unless the Coordinator agrees to an in-person meeting, and shall last for a maximum period of thirty (30) minutes.

2. Grounds and Filing of Protests

A Bidder who has participated in a Debriefing Conference may file a formal Protest if the Bidder asserts that there are facts that indicate error in the evaluation of Bids 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 DES policy

Protests must be emailed to the Solicitation 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 Bidder's Debriefing Conference. The Protest must adhere to the requirements set forth in this Section or it will not be considered. This Protest procedure constitutes the sole administrative remedy available to Bidders from 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. 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.

4. DSHS Protest Review Process

The 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.

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

5. 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:

- Upholding DSHS determination of the Apparent Successful Bidder(s) on the basis that there are insufficient facts to establish the alleged error; or
- Upholding DSHS' determination of the Apparent Successful Bidder(s) on the basis that there are only technical or harmless errors in DSHS' evaluation process; or
- Finding errors and identifying actions which may be taken by DSHS, such as:
 - i. Correction of errors and reevaluation of all bids,
 - ii. Cancellation and reissuance of the Solicitation (in which case all the Bidders will be notified), or
 - iii. Other corrective actions as may be appropriate

There is no further administrative process or remedy available within DSHS to appeal the determination that resulted in a Protest. If the protesting party does not accept DSHS' determination, the protesting party can seek relief from Superior Court in Thurston County, WA.

**SECTION G
CONTRACTING PROCEDURES**

1. Contract Execution

The Apparent Successful Bidder(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 Bidder's Response be incorporated into the Contract, and to negotiate the specific wording of the Statement of Work, based on the requirements of this Solicitation and the terms of the Response submitted by the Apparent Successful Bidder. If changes are requested as part of the Bid Response, DSHS may consider, but shall be under no obligation to agree to, modifications to the General Terms and Conditions of Attachment A, Sample Contract.

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

2. Insurance

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

3. Non-Endorsement

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

By submitting a Response to this Solicitation, the Bidder agrees to make no reference to 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 Bidder 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. Electronic Payment

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