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*Transforming lives*

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**COMPETITIVE SOLICITATION  
#2223-807  
REQUEST FOR PROPOSALS**

**Project Title:** Platform Design and Development for Integrated Eligibility and Enrollment Solution

**Estimated Contract Performance Period:** October 17, 2022 through June 30, 2024.

**Response Due Date:** All Responses **must be received in their entirety by 2:00 p.m.** Pacific Time on 8/9/2022 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:  
**William Taplin, Coordinator**  
Department of Social and Health Services  
Facilities, Finance and Analytics Admin.  
Central Contracts and Legal Services  
Email: [tapliwh@dshs.wa.gov](mailto:tapliwh@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, 920-64, 920-03, 920-40, 920-45, 920-66

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  - Exhibit 2: *Quality Assurance Surveillance Implementation Plan*
  - Exhibit 3: *HHS Coalition IT Strategy, 2021-2024*

## **SECTION A**

### **CONTRACT REQUIREMENTS**

#### **1. Purpose**

This competitive solicitation is issued in order to assist the Washington State Department of Social and Health Services (DSHS) in finding qualified contractor(s) to provide services that will support the development and build-out of a new Microsoft Azure cloud foundational Integrated Eligibility and Enrollment Platform (IE&E Platform). During the first year, build-out of the platform infrastructure will be limited to the needs of the first product, an Eligibility and Enrollment Status Tracker. Thereafter, the IE&E Platform will need to be expanded so that it can support additional software products with a broader suite of capabilities to be developed over the following four to five years.

#### **2. Background**

More than 2.9 million vulnerable Washingtonians rely on over 75 health and human services programs, such as Medicaid, Basic Food, child care, and cash assistance, to reach their full potential. It is essential for these programs to provide equitable access in their administration of these programs.

The Washington State Health and Human Services Enterprise Coalition (HHS Coalition) is a collaborative that provides strategic direction, cross-organizational information technology project support and federal funding guidance across Washington's HHS organizations. The HHS Coalition includes the Department of Social and Health Services (DSHS); the Department of Health (DOH); the Health Care Authority (HCA); the Department of Children, Youth and Families (DCYF); and the Health Benefits Exchange (HBE).

Determining eligibility, enrollment, and case management for these many Washington health and human services programs is currently dependent on a complex web of multiple information technology (IT) systems. This causes challenges with respect to interoperability, long-term supportability, and, most importantly, transparency of information and ease-of-access to needed services for recipients of these services, our clients.

The HHS Coalition is currently engaging in a multi-year project in support of our state's health and human services programs. HHS Coalition Integrated Eligibility and Enrollment modernization efforts focus on the facilitation of eligibility determinations and benefits enrollment for multiple programs in a streamlined fashion while incrementally replacing the State's current eligibility and enrollment system. The HHS Coalition's vision for providing health and human services to Washingtonians relies at its foundation on an Integrated Eligibility and Enrollment solution that will allow for universal intake, data sharing, and a technology platform that allows HHS Coalition members to share essential information about people across agencies, systems, and sectors.

DSHS is now seeking competitive bids for the first step in this process: designing, developing and building the technical platform and infrastructure for the IE&E solution.

We expect to concurrently release a separate RFP to engage a Product vendor to develop the first software product application for the IE&E Platform using an agile development

approach. The first product will focus on improving transparency for the client on the status of their eligibility and enrollment for cash and food benefits and for Medicaid.

Additional details about this IE&E modernization project, including its guiding principles, expected benefits, five-year roadmap, organizational structure and governance may be reviewed in Exhibit 1 to this RFP, the January 15, 2022 *Integrated Eligibility and Enrollment Modernization Roadmap Report*. Close reference should also be given to Section 7.3 ACES Legacy Remediation and Replacement as we expect that as new products are built and supported by the new IE&E Platform, that the corresponding features in legacy ACES will be sunset.

The vendor is expected to deliver the IE&E Platform in an iterative manner leveraging agile principles and values working closely with DSHS staff assigned to the Platform team. It is expected that the vendor incorporates a scrum agile framework and all of the appropriate ceremonies. Therefore, it is expected that the vendor:

- Maintains a visible and prioritized backlog of work made up of user stories that include a concise description of the capability requested and clear acceptance criteria to outline completion of the capability.
- Holds regular stakeholder sessions to discuss priority changes and issues that are being encountered.
- Agrees on an increment of work to be accomplished during an iteration.
- Holds a daily status/planning meeting on what work was accomplished since the last meeting and the strategy for accomplishing work until the next meeting.
- Delivers working output at the end of each iteration and can demonstrate the working product.

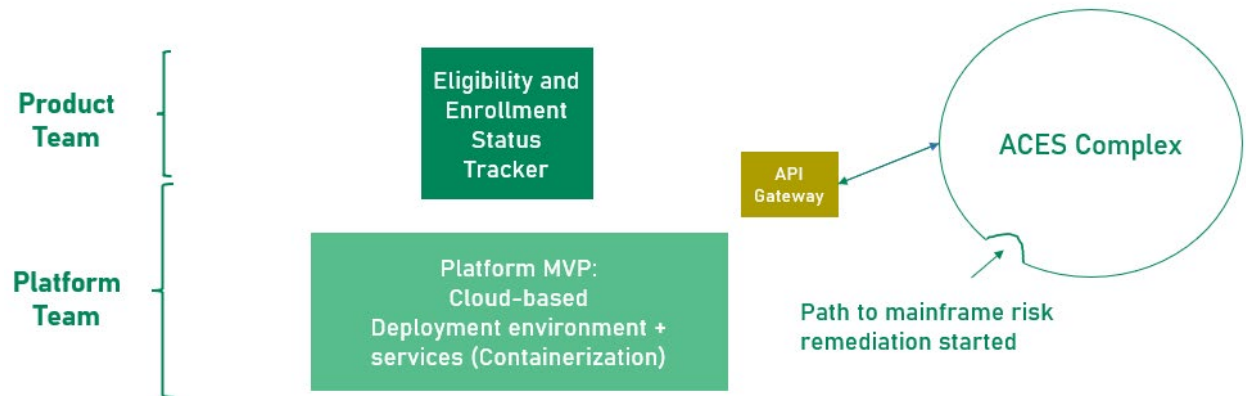
However, there will be situations where the vendor will be required to interface with processes within DSHS that are not agile. In these instances, the vendor will be expected to work with the appropriate DSHS staff to create a strategy to interface with existing processes.

## **Platform Approach**

The Platform vendor will not be expected to build and operate the full IE&E Platform in **Year 1**. Services in the first year should be focused on a platform Minimum Viable Product (MVP) which should be right-sized to support the initial IE&E Eligibility and Enrollment Status Tracker (Product #1). However, as additional product teams start in Year 2 and thereafter, the IE&E Platform must be capable of expansion to include the comprehensive suite of capabilities and technologies listed below.

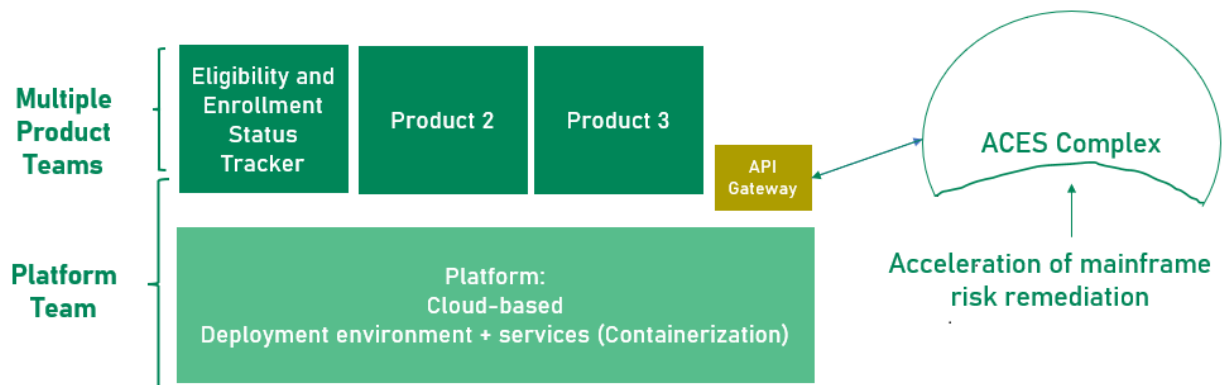
In year 1 we expect the IE&E Platform team to be working in close collaboration with the Product team as the scope of the IE&E Platform should be focused on “what the Product team needs”. In addition, a separate ACES Complex M&O vendor will be responsible for exposing the data elements required to be consumed in Product 1. The Platform vendor will build the necessary Application Programming Interface (API) integrations (including potential re-use of the HHS Coalition MuleSoft API Gateway noted below) and work with the Product and ACES M&O vendors to configure and implement the APIs.

**Image 1: Establishment of Modern IE&E Platform**



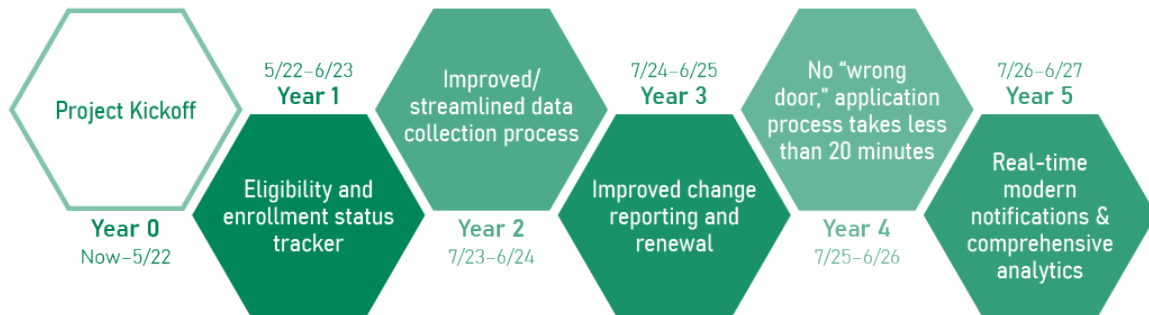
Beyond Product #1, the Platform vendor should expect to extend the newly developed modern IE&E Platform to support additional product teams to build new modules/features which collectively will form the modern IE&E system. Over time, DSHS will reduce the use of the Automated Client Eligibility System (ACES) mainframe and enable the sun setting of features and functions, accelerating the mainframe risk remediation.

**Image 2: Extension of Modern IE&E Platform**



Building out a new foundational Integrated Eligibility and Enrollment platform is the first step in our overall IE&E roadmap. The roadmap below shows our vision for implementing an IE&E solution across the HHS Coalition organizations beginning with Product #1 (Eligibility and Enrollment Status Tracker) as described above.

**Image 3: IE&E Modernization Roadmap**



Over the course of several year-long periods, the HHS Coalition intends to incrementally deliver the products shown below on a new modern IE&E Platform. Each product will be built as an MVP. The MVP is a version of the product that includes enough features to be usable and also support a feedback process for additional product features. This feedback will support extending the MVP through continued development and maintenance activities. Each product will be built with consideration for programmatic readiness and sequencing. The image below shows the sequencing of individual client portfolio and case worker portfolio products.

**Image 4: Product Portfolios**



The number shown in front of the Individual Client Portfolio products and the Case Worker Portfolio products represent the sequencing in the roadmap. For example, the Eligibility and Enrollment Status Tracker is the first product introduced in the roadmap and the legacy Data Warehouse Integrated into Modern Data Technologies is the last product.

Products currently envisioned for eventual development and deployment on the IE&E Platform include:

### **Individual Client Portfolio Products**

- **Product #1 – Eligibility and Enrollment Status Tracker:** Provides Washingtonians with a single point of access for eligibility and enrollment status across multiple HHS Coalition programs, beginning with Food, Cash, and Classic Medicaid programs. Additionally, it offers both eligibility workers and applicants the ability to access to the same data, reducing confusion as they engage in discussions and support activities.
- **Product #2 – IE&E Data Model and Data Technologies:** Develops a relational and modular data model to support data collection across the HHS Coalition programs and systems.
- **Product #3 – Streamlined Application Submission:** Provides self-service and worker-based initial application entry that includes the facilitation of business discussions that supports streamlining of application data collection for Food, Cash, and Classic Medicaid programs.
- **Product #5 – Classic Medicaid Consolidated into Health Portal:** Includes the modernization of case management systems and processes with the ability to take advantage of the streamlined application data process.
- **Product #6 – Change Reporting and Renewal Application:** Extends the streamlined application data collection process to include change reporting and renewals.
- **Product #7 – Modern Notifications and Client Communications:** Provides mechanisms for physical and electronic correspondence with clients (letters, emails, etc.).
- **Product #9 – Document Upload:** Provides clients, eligibility workers, and Washingtonians with the ability to upload documents online or through a mobile device (e.g., tablet, phone).
- **Product #12 – Fully Integrated Portal and Modern Business Rules:** Integrates application data collection, change reporting, and renewal with the new business rules engine.

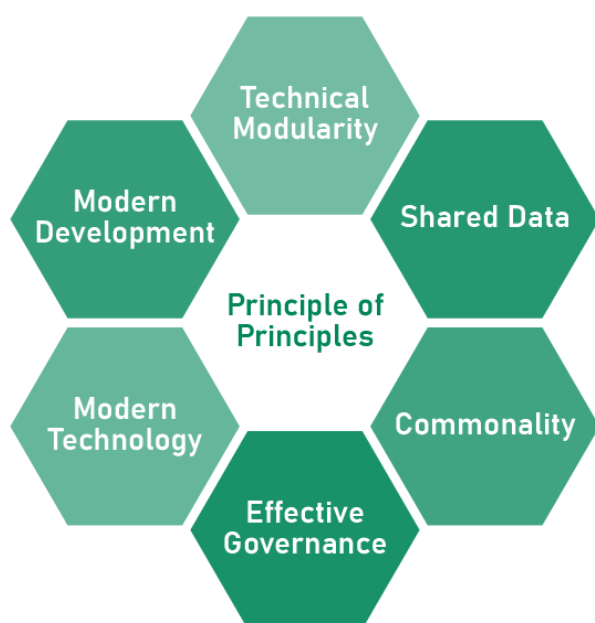
### **Case Worker Portfolio Products**

- **Product #4 – Modern Case Management:** Includes the modernization of case management systems and processes with the ability to take advantage of the streamlined application data process. It will also include the implementation of legacy ACES integration for application data collection submissions.
- **Product #8 – Modernized Eligibility Business Rules:** Begins building eligibility rules in a modern business rules engine on the new IE&E Platform, including Modified Adjusted Gross Income (MAGI) and non-MAGI.
- **Product #10 – Modernized Enrollment and Other Business Rules:** Builds additional business rules in a modern business rules engine on our new IE&E Platform.
- **Product #11 – Assistor Management and Support Products:** Provides new assistor management and support products.

- **Product #13 – Documents Management System:** Provides a new documents management system.
- **Product #14 – Data Warehouse Integrated to Modern Data Technologies:** Repoints the data warehouse to the new IE&E Platform and takes advantage of new capabilities.

## Architecture Principles

The technical concepts of the IE&E roadmap and the implementation of a new, modern platform will be driven by two (2) aspects – the enabling strategies from the *HHS Coalition IT Strategy*, included as Exhibit 3 to this RFP, and a set of architectural principles. Depicted in the image below, these architectural principles were developed in collaboration with architecture and IT leaders across the HHS Coalition and the OCIO.



- **The Principle of Principles**
  - We use architectural principles to make decisions
  - Our principles are used actively in our decision-making and acquisition processes
  - We will revisit our principles in advance of major decisions or acquisition milestones
  - We use the HHS Coalition Vision, and HHS Enabling Strategies, and State IT Strategic Plan as guiding artifacts
- **The Principle of Business Value**
  - We maximize business value through the use of human-centered design principles
  - We adjust our priorities based on changes in business or client priorities
- **The Principle of Technical Modularity**



- We use industry standards to minimize complexity and enable interoperability
- We seek to minimize Application Programming Interface sprawl through the use of standard integrations
- We support legacy integrations with standard adapters
- We use technology that is flexible and configurable
- We are able to isolate changes of components with minimal global impact
- **The Principle of Shared Data**
  - Data is an asset; data is shared; and data is easily accessible.
  - Within the HHS Coalition, we have autonomy and distributed data ownership
  - We have standard ways of exposing data
  - We monitor use of our data
  - Data sharing is secure and simple
  - We align with privacy and regulatory standards
- **The Principle of Commonality**
  - Should be common unless there is a compelling business case
- **The Principle of Effective Governance**
  - Stewardship does not equate to ownership
  - We will accept changes in our priorities to support the priorities of the HHS Coalition
- **The Principle of Modern Technology**
  - We strive to use modern technology that is:
    - Cloud-native
    - Extensible
    - Interoperable
    - Secure (i.e., aligns with modern security frameworks and standards)
- **The Principle of Modern Development**
  - We leverage modern application development practices
  - Design-Build-Promote quickly
  - Iterate quickly; Fail fast
  - We deliver value in front of the customer quickly
  - Business and technology teams work in tight tandems
  - We apply user-centered design principles

### **3. Scope and Description of Work to be Performed**

We anticipate the scope of the services contracted as a result of this RFP to be substantially as described below and in the Statement of Work set forth in Attachment A Sample Contract.

The IE&E Platform should be designed in compliance with federal and state security requirements, the deliverables will be implemented in the existing DSHS portion of the Washington State Microsoft Azure Commercial (MAC) tenant.

The vendor will need to ensure Federal compliance is met, including for the limited FTI data in scope which requires IRS 1075 compliance. Today, the DSHS ACES system only utilizes FTI data as part of eligibility determination for MAGI Medicaid/ Advanced Premium Tax Credit (APTC)/Qualified Health Plan (QHP) programs. HBE's Healthplanfinder (HPF) system invokes the IRS Federal service through a service hosted on HBE's Azure MAG cloud. HPF stores this FTI data and sends it to DSHS' Eligibility Service for real time eligibility determination. DSHS does not store the FTI data and sends a response to HPF with eligibility determination results.

Platform build out will need to be done in compliance with Section 3.3.1 of Publication 1075 (rev. 11-2021), leveraging Customer Managed Key encryption, and keeping FTI data in the continental United States. It is our understanding that this can be achieved in Microsoft Azure Commercial (MAC) but will require strong collaboration from Microsoft and transparent communications to the IRS.

#### **IRS 1075 Compliance (Subset of FTI compliance requirements)**

**Data Isolation:** Software, data, and services that receive, process, store, or transmit FTI must be isolated within the cloud environment so that other cloud customers sharing physical or virtual space cannot access other customer data or applications.

**Data Encryption in Transit:** FTI must be encrypted in transit within the cloud environment. All mechanisms used to encrypt FTI must be FIPS 140-2 compliant and operate using the FIPS 140-2 compliant module.

**Data Encryption at Rest:** FTI may need to be encrypted while at rest in the cloud, depending upon the security protocols inherent in the cloud. If the cloud environment cannot appropriately isolate FTI, encryption is a potential compensating control. All mechanisms used to encrypt FTI must be FIPS 140-2 compliant and operate using the FIPS 140-2 compliant module. This requirement must be included in the SLA, if applicable.

This decision to build the Platform on Microsoft Azure was made based on Microsoft Azure's ability to meet critical technical and business requirements, DSHS' existing contract with Microsoft, and DSHS experience deploying applications on Azure.

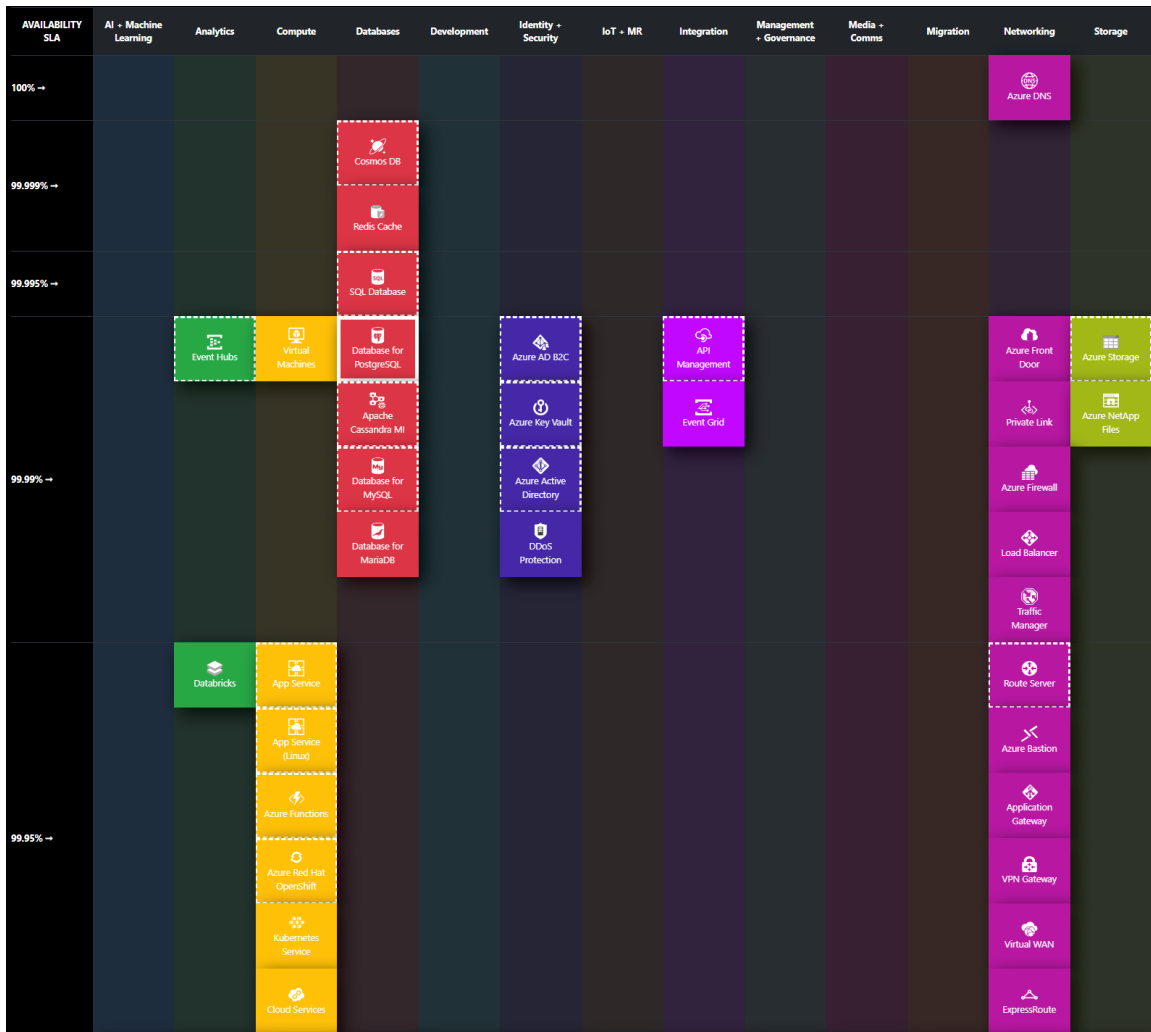
DSHS will be responsible for ensuring Microsoft delivers against contract requirements and expectations. We have included some of these requirements below in Image 5 for Platform vendors to understand activities, services, and outputs which they can expect from the Cloud Hosting Vendor.

#### **Image 5. Cloud Platform Requirements**

Title	Description	Notes
Integration	Must include integration services for the following scenarios:	Integration tools may include API Management, messaging

Title	Description	Notes
	<ul style="list-style-type: none"> <li>Application to Application – connecting new or existing applications within the coalition which may run on-premises, in the cloud, or a hybrid.</li> <li>Software as a Service (SaaS) – connecting business applications to SaaS providers' applications (SOAP and REST).</li> <li>Business to Business – connecting coalition applications with partner organizations.</li> </ul>	services, and Serverless Functions.
<b>Maintainability</b>	<p>Must support architecture that focuses on the following design principles for software systems:</p> <ul style="list-style-type: none"> <li>Operability – Monitoring the health of the system(s) and restoring services quickly, tracking system failure or degraded performance, security maintenance, and configuration management.</li> <li>Simplicity – Reducing complexity greatly improves staff's ability to support and enhance the platform.</li> <li>Evolvability – Ease of which the solution can be modified to adapt to changing requirements.</li> </ul>	System monitoring, automation, loosely coupled architecture, good documentation and easy to understand operational model, abstraction, Agile working patterns.
<b>Availability</b>	Services must meet uptime guarantees between 99.9% – 99.99999% as described in the SLAs for each service.	Service Bus: 99.9% Cosmos DB: 99.999%
<b>Regulatory</b>	Must meet regulatory requirements for storage, database, networking, infrastructure, and availability.	HIPAA, FTI, FedRAMP, CJIS
<b>WA OCS</b>	<p>Must meeting the State of WA Office of Cybersecurity requirements:</p> <ul style="list-style-type: none"> <li>24/7/365 Security Operations Center (SOC) offering</li> <li>Security response SLA guarantee</li> <li>Data encryption, BOTH at rest and in transit</li> </ul>	
<b>Business Associate Agreement (BAA)</b>	Must provide a BAA that covers healthcare entities' compliance needs.	HIPAA
<b>Scalability</b>	Must have the ability to handle increased load to achieve performance efficiency leveraging horizontal scaling (elastic, automation, redundancy)	Planning for growth, load/stress testing, region capacity, autoscaling.

DSHS has entered a contractual agreement through the State's Master contract with Microsoft. As part of this contract DSHS has begun establishing an Azure presence. Specific Azure SLAs can be found here: [Service Level Agreements - Home | Microsoft Azure](#). Below we have highlighted some key performance requirements which can be expected of the cloud host.



The Contractor will design and develop a scalable set of technologies as required to allow the IE&E Platform to support and run the first software product.

The Contractor will be responsible for all implementation, configuration, operations, and maintenance, of the technology stack hosted on Microsoft Azure that will support a 99.9% application availability requirements.

DSHS has identified different stack layers that the vendor will be responsible for in the below table. In addition, DSHS has identified potential products in the table below. Bidders shall include proposed tools in their response to the solicitation. DSHS shall have ultimate authority to determine which services are selected with the goal to leverage PaaS or SaaS where possible.

Technology	Potential Product <i>alternatives are welcomed</i>
Load Balancing, Firewalls and Web Application Firewall's	Azure Load Balancer, Network Virtual Appliance, Palo Alto CN Series

<b>Technology</b>	<b>Potential Product <i>alternatives are welcomed</i></b>
Monitoring	Open Shift Prometheus, Kibana, Grafana, Jaegar, Istio, ElasticSearch/ Azure Monitor
Integration Layer	Red Hat 3Scale, Red Hat Fuse, MuleSoft AnyPoint Platform (API Management), Azure service bus, Google Apigee
Orchestrator	Azure Red Hat Open Shift/ Azure Kubernetes Services
Authorization / Access / Authentication Layer	ForgeRock/ Azure Active Directory / Washington's Secure Access Washington authentication service
Database and Database Schema	SQL Server, SQL Server Management Studio
Supporting Products and Tools: <ul style="list-style-type: none"> <li>• Development</li> <li>• Scanning</li> <li>• Testing</li> </ul>	GitHub, Git Hub Advanced Security, SonarQube, JIRA, Confluence, Jenkins/ Azure DevOps, Checkmarx, NESSUS/ Dev language: .Net vs. Java, Python or other open source
Frameworks: <ul style="list-style-type: none"> <li>• Instrumentation to support monitoring</li> <li>• Autonomously scale to handle changes in load</li> </ul>	Containerization utilizing Kubernetes, scripting platform for infrastructure as Code
Security Tools	Azure Security Center Suite, Microsoft Sentinel, Web Application Firewalls like Akamai or CloudFlare and SIEM technologies like Rapid7
Utilities	Supporting toolsets
Automation	Terraform, Ansible, etc.

## **Requirements and Services**

The work required of the Apparently Successful Bidder (ASB) will be as described in the Statement of Work set forth in the Sample Contract in Attachment A and must generally be done within the parameters described below. DSHS anticipates the work will need to be accomplished in the particular order below to facilitate infrastructure as code as well as automation.

As explained above, DSHS intends that the work described will be accomplished by relying on agile development principles to the extent appropriate and through active and ongoing collaboration between state staff (including from DSHS, the HHS Coalition and from other relevant state agencies) and Contractor's Key Personnel and other resources. The Platform team will be jointly staffed by Vendor staff and DSHS personnel who will work together to achieve the below.

### **a. General Considerations.**

- (1) Platform vendor will utilize their Microsoft Gold Certified Partnership or other equivalent strategic Cloud Service Provider partnerships to address any needs requiring immediate resolution.
- (2) Platform vendor will work with DSHS staff to solve any connectivity issues with WaTech and Microsoft.

b. **Governance.** The Platform vendor:

- (1) Will provide comprehensive visibility of all cloud assets.
- (2) Will provide processes and tooling for continuously identifying and prioritizing infrastructure work needed to support teams across DSHS and HHS Coalition.
- (3) Will provide an approval mechanism for approving cloud services before implementing them.
- (4) Will provide training to staff.
- (5) Will define and enable the IE&E Platform service catalog, service configuration standards, and deployment policies.
- (6) Will set up IT Operations distributed environment for building, running and outsourcing software in the cloud.
- (7) Will work with HHS Coalition staff to identify Key Performance Indicators and develop dashboards across strategic, executive, and operational levels with an understanding of underlying data, data sources, and analytics.
- (8) Will define and implement a process for continuously identifying and prioritizing infrastructure work needed to support teams across DSHS and the HHS Coalition.
- (9) Will perform review of services included in the Contract and to amend and modify as time passes to tailor services to HHS Coalition and DSHS needs.
- (10) Will define a process for analysing and implementing Disaster Recovery requirements as Products are developed. Currently the Recovery Time Objective is within 72 hours of time of failure, and Recovery Point Objective is within 48 hours of time of failure.

c. **Full Stack Monitoring and Logging.** The Platform vendor:

- (1) Will provide a process for managing security secrets, certificates, and keys.
- (2) Will leverage existing logging and storage locations as prescribed by DSHS and the Washington State Office of Cyber Security for logging, synchronization, and reporting for infrastructure and application services performance and health.
- (3) Will be able to monitor health, performance, capacity, usage, and costs of resources in order to ensure adherence to service levels and optimization of

resources.

- (4) Will enable cloud service redundancy, resiliency and replication for high-availability and disaster recovery, leveraging cloud provider's built-in capabilities and third-party tooling.
- (5) Will monitor and automate failure detection and self-healing of cloud services and configurations.

d. **Federal and State Regulatory Compliance.** The Platform vendor:

- (1) Will adhere to DSHS Security Policies and Standards.
- (2) Will adhere to Washington State Office of Cyber Security (OCS) policies and standards, including Security Design Review requirements specified in Section G.2.
- (3) Will adhere to any applicable federal compliance regulations, policies and standards applicable, including IRS Pub. 1075, to the programs which will be supported by the Platform.
- (4) Will ensure and demonstrate that the IE&E Platform is in compliance with state OCIO and Federal standards. The Platform must also integrate with State approved Authentication and Authorization systems.
- (5) Will demonstrate compliance and safeguards via a SOC 2 report.

e. **Data.** The Platform vendor:

- (1) Will use Azure based storage.
- (2) Will be available to consult HHS Coalition regarding the use of data stores such as databases, data lakes, and analytic data stores. The Apparent Successful Bidder will be required to submit a data reference architecture.
- (3) Will ensure data stores integrate with existing data stores, including on-premise data stores, as appropriate.
- (4) Will ensure data at rest is encrypted.
- (5) Will ensure data in transit is encrypted using State issued certificates.
- (6) Will support Product data masking for sensitive data points.
- (7) Will ensure disaster recovery is in place, including managing and operating backup restoration.
- (8) Will use key vault.
- (9) Will use secure mechanisms for passwords, secrets, etc.
- (10) Will follow HHS archival and retention policies as appropriate.

- (11) Will use managed data services wherever possible.
- (12) Will implement data store(s) that are appropriate for the data that is being stored and that integrate with existing systems.
- (13) Will ensure that Confidential Information and production Data, including Federal Tax Information (FTI), is not accessed outside of the United States or its territories. Additionally, vendor will ensure that Confidential Information and production Data, including FTI, is not received, stored, processed, or disposed via information technology systems located off-shore.

f. **Networking.** The Platform vendor will ensure networking:

- (1) Conforms to DSHS Networking architecture and use the State managed Express Route.
- (2) Supports Software Defined Networking (SDN), Layer 3, application and network segmentation.
- (3) Has securely enabled network interactions between on premise and cloud as well as cloud to cloud.
- (4) Has firewall implementation and configuration at container, resource, and external level.
- (5) Enables automated 24x7 security monitoring and threat detection using scans carved out of security frameworks.
- (6) Follows Zero Trust principles.

g. **Software Development.** The Platform vendor:

- (1) Will be able to assist DSHS to build out a continuous integration, development and delivery (CI/CD) pipeline in support of Agile development.
- (2) Will use a code repository that has security at rest.
- (3) Will use Kanban boards to support track epics, user stories, etc.
- (4) Will enable unit and automated regression testing.
- (5) Will ensure security application testing is embedded in the pipeline and code scanning embedded in the pipeline.
- (6) Will ensure approval process and code promotion is embedded in the pipeline.
- (7) Will ensure performance testing is embedded in the pipeline.
- (8) Will be able to support multiple environments at scale in a highly elastic state. Environments must include Development, Test, Production, and others as applicable.



- (9) Will provide customer service and support for various product teams at DSHS and the HHS Coalition, including support for developed processes or tools, and consultations on infrastructure-related questions.
  - (10) Will support HHS staff in development of a landing zone for data migration within the HHS Platform.
  - (11) Will utilize industry best practices to manage and optimize cloud spend.
- h. **Data Integration.** The Platform vendor will ensure data integration using federal standards where applicable.
- (1) Data Integration must be able to perform Service Bus functionality where needed.
  - (2) **API Gateway Requirements.** As part of another Enterprise HHS Coalition project, the Coalition purchased the MuleSoft AnyPoint Platform and companion solutions to serve as the API Gateway and Management solution. One of the HHS Coalition's core principles is the re-use of prior technology investments whenever possible. The successful IE&E Platform vendor working with the Coalition teams must determine if the MuleSoft platform can be re-used to support Product 1. The Platform Vendor will use MuleSoft as the API Gateway described in the below requirements unless there is a compelling reason not to do so. There would need to be a new instance created within the current Coalition MuleSoft platform to ensure that the IE&E workload and traffic is separated and does not impact any other Coalition solution already deployed on the Platform.

The Platform vendor will need to satisfy the following API Gateway and development requirements:

- (a) Create conceptual and solutions architecture designs to include the API Gateway and its interactions with ACES and any other source systems.
- (b) Create an API Gateway instance dedicated for IE&E within the already existing HHS Coalition API Gateway solution.
- (c) Configure IE&E API Gateway instance to support the APIs not only needed for Product 1 but ensure this instance will be able to support all future IE&E Products and releases, including integration with the IE&E Platform and Coalition Source Systems (e.g., ACES).
- (d) Define user roles needed to build, implement, operate, and maintain the IE&E API Gateway instance.
- (e) Identify and document the list of required APIs needed to support the Product 1 team.
- (f) Complete design, development, testing of required APIs identified in requirement (a) above, working with the Coalition Product and

Platform teams.

- (g) Implement and deploy the APIs by working with the Product Team and ACES M&O vendor to implement.
- (h) Create and publish API documentation.
- (i) Design and develop (working with Coalition teams) operational processes including monitoring and administration requirements for APIs.
- (j) Design and configure any required custom dashboards or reports needed in the API Gateway if not available in the out-of-the-box offerings.

i. **Application Services.** The Platform vendor will ensure application services:

- (1) Support the use of service layers (RESTful APIs).
- (2) Support use of serverless architectures.
- (3) Support the use of containerization including a registry, orchestration, and image integrity.
- (4) Support no-downtime deployments.
- (5) Support instrumentation of application for performance and health monitoring.
- (6) Provide self-service access to the service catalog by the development teams with appropriate approvals and permissions.
- (7) Define and enable the service catalog, service configuration standards, and deployment policies.
- (8) Support product teams to ensure multi-tenancy, autoscaling and easy integration and administration in their system design.
- (9) Maintain container images.
- (10) Include latest patches and version updates are applied, following a safe deployment sequence across environments and DSHS's Patch Management processes.
- (11) Provide security between services in the containers is set up.
- (12) Provide caching design and configuration.

j. **Containers Management.** The Platform vendor will:

- (1) Ensure base image governance.
- (2) Ensure base image includes all production required software, unless there is an

agreed-upon exception with HHS Coalition staff.

- (3) Set up Azure Red Hat Open Shift (ARO) projects (or alternate comparable technology).
- (4) Ensure infrastructure as code includes all configuration changes as part of container.
- (5) Ensure database as a service is set up and operated.
- (6) Ensure use of probes (readiness and liveness) to manage performance and avoid slowness.
- (7) Use three (3) pods as minimum number to avoid impacts of cluster management.
- (8) Provide response time observability of all endpoints to rapidly triage.

k. **Services Management.** The Platform vendor will:

- (1) Establish quick response, asynchronous saga patterns whenever possible.
- (2) Draft and maintain Swagger documentation for services.
- (3) Work with the Legacy ACES vendor and build bi-directional API integration to ensure Products and legacy system can communicate and exchange data.

l. **Infrastructure / Platform Management.** The Platform vendor will:

- (1) Deploy and manage configuration (setup), health, performance of cloud infrastructure, PaaS, and SaaS solutions.
- (2) Provide a consolidated management of overall cloud deployment.
- (3) Provide environment spin up and spin down.

m. **Technology Product Implementation and Management.** The Platform vendor will:

- (1) Support DSHS in their procurement of the technology services which will collectively make up “the Platform” (see table with product list).
- (2) Configure procured technology services to ensure IE&E Platform requirements can be met, including subscriptions and resources delivered as cloud native or marketplace products/services.
- (3) Manage and operate technology services day to day: Compliance, security compliance, patching, versioning, monitoring, baseline management

n. **IE&E Platform and Security Architecture.** The Platform vendor:

- (1) Will work with HHS Coalition architects to define policies, controls, and design patterns (e.g., for Cloud-first environment, Cloud-native architecture, microservices, and API based development).

- (2) Will achieve comprehensive visibility of cloud assets down to the guest-level by providing visibility and detection beyond the traditional perimeter (enterprise networks, legacy data centers, on-premise users).
- (3) Will ensure the organization has preventative, detective, and corrective controls.

#### **4. Quality Assurance Surveillance Plan**

DSHS wishes to use a Quality Assurance Surveillance Plan (QASP) to track and monitor the quality of Contractor performance and deliverables throughout the life of the contract. This QASP is intended to provide DSHS a proactive way to avoid unacceptable or deficient performance by the Contractor and provides the basis for regular performance reviews.

The QASP included in this solicitation provides high-level performance expectations of the Contractor. As part of the onboarding process, the Contractor will work with the state's Program Management Office to create a detailed set of performance standards and methods of assessment. The QASP attached as Exhibit 2 shall serve as the starting point for discussion and revision.

The state's Program Management Office will perform the assessments detailed in the QASP, though they may choose to delegate tasks to another DSHS staff member where that other staff member has relevant subject matter expertise.

The QASP will serve as a living document which may be updated in coordination with the Contractor at the discretion of the state.

#### **5. Key Personnel and Project Staffing**

DSHS' vision for the IE&E Platform team is a jointly staffed team made up of DSHS staff and Platform vendor staff. Bidder must dedicate sufficient staff to build out the platform, however, DSHS will also dedicate five full time resources to a two-in-a-box model to develop internal sustainable skills working side by side with the vendor. However, if DSHS is unable to provide these resources, we will look to the vendor to support us until such time as we can secure needed state resources.

DSHS anticipates providing the following staff for this project:

- Technical Lead
- Cloud DevOps Engineer
- Network Engineer
- Cloud Security Engineer
- Database Administrator

Bidder 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, Bidder shall not make changes to such Key Personnel during the term of the Contract except as requested or approved by DSHS.

At a minimum, Bidders must propose Key Personnel in the following positions:

- Project Manager
- Scrum Master
- Cloud DevOps Engineer
- Cloud Architect
- Cloud Security Engineer

Bidder shall also identify the roles and usage rates of other proposed resources required to fully staff the requirements of this project, including the titles of each of the labor categories proposed and proposed level of effort for each member of the Bidder's development team. As part of the plan, the Bidder must describe the anticipated timeline for staffing members to the team.

Key Personnel substitutions must be submitted to the DSHS Project Manager in writing and will only be justified in the event of sudden illness, death, change of employment, or termination of employment for cause. Requests for a substitution of Key Personnel must include a detailed explanation of the justifying circumstances, and a complete résumé for the proposed substitute or addition, including skills, experience, training, and security clearance level (if applicable).

The IE&E Platform team will work closely with the Product teams as well as the state's Legacy Remediation Team, Human-Centered Design Team, Technical Architecture Board, Roadmap Governance Board, Business Process Reengineering Team, and Organizational Change Management Team as well as several other advisory teams and committees all supporting the successful implementation of a new and modern platform.

## **6. Place of Performance**

Normal working hours are from 8:00am to 5:00pm Pacific Time, Monday through Friday. The Contractor's Key Personnel will be expected to be readily available during core working hours from 8:00am to 5:00pm Pacific Time, Monday through Friday. They are not expected to work federal or state holidays.

The Contractor may choose the location(s) from which to perform the required services however work may not be performed outside of the United States or its territories. The Contractor will not be required to work at a DSHS facility; however, occasional travel to DSHS facilities may be required. Travel Expenses shall be consistent with the travel management provisions for lodging, transportation, and meals and shall be reimbursed at Office of Financial Management (OFM) rates established by State Administrative & Accounting Manual (SAAM) policy, <https://www.ofm.wa.gov/sites/default/files/public/legacy/policy/10.90.htm>. Airline fees shall be reimbursed at either coach or economy rates; car rental at either economy or mid-size car rental rates; lodging and meals at current State Per Diem Rates which are located at <https://www.ofm.wa.gov/accounting/administrative-accounting-resources/travel>. All travel costs must be approved by DSHS prior to making any travel arrangements.

Confidential Information and production Data, including Federal Tax Information (FTI), may not be accessed by agency employees, agents, representatives, or contractors

located outside of the United States or its territories. Further, Confidential Information and production Data, including FTI, may not be received, stored, processed or disposed via information technology systems located off-shore.

## **7. Contract Deliverables**

The Apparently Successful Bidder shall work collaboratively with DSHS and HHS Coalition staff using agile principles of development to accomplish the following requirements:

- Build and provide update of the cloud platform to support solutions (e.g., networking, storage, compute, and backups).
- Create and maintain Technical Design documentation.
- Create and Maintain configuration for all technologies implemented.
- Implement the platform architecture (e.g., regions, subscription model, admin roles, naming standards).
- Operate and manage the cloud platform.
- Continuously improve the platform.
- Continuously bring new cloud functionality to support business value creation.
- Ensure solutions meet existing governance and compliance requirements.
- Create and validate deployment of platform architecture.
- Review release plans for sources of new platform requirements.
- Automate the platform management (Infrastructure-as-code), including environments, and access management (policies and roles).
- Implement Security considerations (strategy, design, and compliance).
- Implement Cloud administration tools (e.g., cost management, monitoring (e.g., service health checks, security rules).

## **8. CMS Certification**

All State Eligibility and Enrollment (E&E) and E&E-related implementations must adhere to federal guidance for the State to receive enhanced federal funding for the operation of the E&E and other modular replacement projects. DSHS and the Coalition will seek enhanced funding to the maximum extent possible and therefore the E&E solution, including the design, development, and implementation of the IE&E Platform, will undergo required certification as specified by the Centers for Medicare & Medicaid Services (CMS). The Vendor will need to fully support this process through all activities and artifacts requested by DSHS and the program's Quality Assurance (QA) and Independent Verification & Validation (IV&V) vendor(s), if used by the project. Refer to <https://ccf.georgetown.edu/wp-content/uploads/2013/04/EFR-Seven-Conditions-and-Standards.pdf> for a copy of CMS' *Enhanced Funding Requirements: Seven Conditions and Standards*, or Conditions for Enhanced Funding per 42 CFR § 433.112 for a full list from CMS.

CMS has begun transitioning its system certification process to one that evaluates how well Medicaid technology systems support desired business outcomes while reducing burdens on states. Additional information regarding Outcomes-Based Certification (OBC) can be found here: <https://www.medicaid.gov/medicaid/data-systems/outcomes-based-certification/index.html>. The Vendor will need to support all aspects of OBC,

including the metrics that are used to measure each outcome, as applicable.

## **9. Bidder Minimum Qualifications**

All Bidders must meet the following minimum qualifications:

- a. At least one Key Personnel (Expert) proposed with certification in Azure architecture and relevant experience building solutions for large / complex organizations.
- b. At least one Key Personnel (Expert) proposed who has experience with setting up continuous integration/continuous delivery pipelines for a larger / complex organization.
- c. At least one Key Personnel proposed who has experience setting up infrastructure as code for a large / complex organization.

Bidders failing to demonstrate in their Bids that they meet these minimum qualifications will be considered non responsive and will therefore be disqualified from further consideration.

## **10. Contracts and Period of Contract Performance**

DSHS intends to award **one Primary Contract** for the Services described in this Competitive Solicitation. The Primary Contract will be awarded to the Bidder with the highest overall ranked position following full evaluation and scoring by DSHS. In addition, DSHS also intends to award **one or more Secondary Contract(s) of convenience. Secondary Contracts will NOT become active contracts unless and until DSHS notifies the Secondary Contractor that it anticipates requiring services.** Secondary Contract(s) will be awarded based on final rankings of all Bidders following evaluation and scoring by DSHS.

The Primary Contracted vendor will have full responsibility for providing the full scope of services described herein. The Secondary Contract(s) will serve as convenience contracts which DSHS may or may not activate in its sole discretion depending on whether or not DSHS requires such services. Circumstances that might lead to DSHS activating a Secondary Contract for active performance might include if DSHS determined that the Primary Contracted vendor was not performing the Primary Contract services successfully. Alternatively, DSHS may elect to supplement the Primary Contractor's staffing with additional resources provided by a Secondary Contractor. Should DSHS elect to activate a Secondary Contract, it will provide Secondary Contractor with at least 30 days advance written notice and will be dependent upon both parties agreement to a specific statement of work.

The initial period of performance under the Primary Contract is expected to begin as soon as possible and extend through June 2024. The period of performance for any Secondary Contract will be as specified in its Statement of Work.

The term of each contract may be extended by amendment up to three times for up to two years per amendment, in 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(s) via mutually agreed amendment.

## **11. Funding**

DSHS will set a maximum budget for the initial 2 year term of this Project in line with the Apparently Successful Bidder's staff cost estimates. DSHS may add additional funding to the awarded contract in alignment with the optional amendments identified above. 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:

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

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 and is 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 its behalf who has the authority to legally bind the Bidder concerning 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.

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.

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

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.

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.

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.

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.

Solicitation or Competitive Solicitation – A formal process providing and equal and open opportunity for bidders 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 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.

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.

#### **Glossary of Additional Terms used in Section A.**

Acronym/Term	Description
AAD	Azure Active Directory
ACES	Automated Client Eligibility System (DSHS legacy eligibility system)
AKS	Azure Kubernetes Services
API	Application Programming Interface

Acronym/Term	Description
API Gateway	API management tool that sits between a client and a collection of backend services
ARO	Azure Red Hat Open Shift
ATO	Authorization to Operate
Bug	Defect, or issue with the software
CBO	Cloud Business Office
CD	Continuous Development/Deployment
Ceremonies	Meetings held to ensure that projects are on time and meeting quality goals
CI	Continuous Integration
CSP	Cloud Service provider
Container	Standard unit of software that packages up code and all its dependencies
Datastore	Repository to store, manage, and distribute data sets at an enterprise level
DBaaS	Database as a service
DCYF	Department of Children, Youth, and Families
DevOps	Development and Operations
Distributed Environment	Setting up and managing in a system of distributed computers
DOH	Department of Health
DSHS	Department of Social and Health Services
Epic	Large body of work that can be broken down into a number of smaller stories
HBE	Health Benefit Exchange
HCA	Health Care Authority
HHS	Health and Human Services
HHS Coalition	Washington's five HHS organizations; DSHS, HBE, HCA, DOH, and DCYF
IE&E	Integrated Eligibility and Enrollment
Ingestion	Process of obtaining and importing data for immediate use or storage
IRS 1075	Tax information security guidelines
Key Vault	Cloud service for securely storing and accessing confidential information
KPI	Key Performance Indicator
Kubernetes	Portable, extensible, open-source platform for managing containerized workloads
MARS-E 2.0	Minimum Accept Risk Standards for Exchanges
Microservice	Collection of loosely coupled services
MITA	Medicaid Information Technology Architecture
OBC	Outcomes-based Certification
OCS	Washington State Office of Cyber Security
OCIO	Office of the Chief Information Officer
PaaS	Platform as a Service
POD	Point of delivery
Platform	The cloud environment used by the HHS coalition to facilitate development and deployment
Probe	Program/device inserted at key points to monitor and collect network activity
RACI	Responsible, Accountable, Consulted, Informed
RBAC	Role Based Access Controls

Acronym/Term	Description
SAW	Secure Access Washington (secure authorization mechanism for users outside of State Government Network)
SGN	State Government Network
SIEM	Security Information and Event Management
SOC	Security Operations Center
Tenant	Specific instance of Azure Active Directory
Triage	Procedure of assigning levels of priority to tasks
Zero Trust (ZT)	Zero Trust (ZT) is the term for an evolving set of cybersecurity paradigms that move defenses from static, network-based perimeters to focus on users, assets, and resources. A Zero Trust Architecture (ZTA) uses Zero Trust principles to plan industrial and enterprise infrastructure and workflows. Zero Trust assumes there is no implicit trust granted to assets or user accounts based solely on their physical or network location (i.e., local area networks versus the internet) or based on asset ownership (enterprise or personally owned). Authentication and authorization (both subject and device) are discrete functions performed before a session to an enterprise resource is established.

<b>SECTION C</b> <b>EXPLANATION OF SOLICITATION PROCESS</b>
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**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.	6/6/2022
2.	Prospective Bidders should register as a Vendor on WEBS using one of the commodities code on the cover page of this Solicitation as soon as possible to receive notifications.	As soon as possible
3.	Bidders should RSVP for the Pre-Bid Conference by 2:00 p.m. Pacific Time.	6/23/2022
4.	Optional Pre-Bid Conference at 1 p.m. Pacific Time.	6/27/2022
5.	Bidders may submit written questions or requests for change in Solicitation Requirements until 2:00 p.m. Pacific Time.	7/6/2022
6.	DSHS posts responses to written questions.	7/13/2022
7.	Bidders may submit written Complaints by 5:00 p.m. Pacific Time.	8/2/2022
8.	Bidders must submit Response by 2:00 p.m. Pacific Time.	8/9/2022
9.	DSHS evaluates Written Responses.	8/15-8/19
10.	Oral presentations, if requested by DSHS.	8/29-9/2
11.	DSHS announces the Apparent Successful Bidder(s) on WEBS and begins contract negotiations.	9/12/2022
12.	DSHS notifies unsuccessful Bidder(s).	9/12/2022
13.	Unsuccessful Bidders may request a Debriefing conference until 5:00 p.m. Pacific Time.	9/15/2022
14.	DSHS holds Debriefing conferences, if requested.	9/19-9/23
15.	Deadline for submission of Protests by unsuccessful Bidders who participated in a debriefing conference.	Five business days after date of Debriefing
16.	DSHS issues Protest determinations if any.	Within two-weeks after receipt of protests
17.	Contract Execution/Start Date.	As soon as possible upon CMS and OCIO approval

## **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 download this Solicitation from WEBS. This should be done as soon as possible in order for Bidder 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 reissue 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. Bidder Conference**

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

**Bidder Conference Date and Time:** Monday June 27, 2022, 1:00-3:00 pm Pacific Time

**Zoom Meeting Log-in information:**

<https://dshs->

[wa.zoom.us/j/89519529506?pwd=dW5DN2pMOHBrcZFNYQTb5VWJCemYzQT09](https://dshs-wa.zoom.us/j/89519529506?pwd=dW5DN2pMOHBrcZFNYQTb5VWJCemYzQT09)

Meeting ID: 895 1952 9506

Passcode: 934144

One tap mobile

+12532158782,,89519529506#,,,,\*934144# US (Tacoma)

+13462487799,,89519529506#,,,,\*934144# US (Houston)

Dial by your location

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

Meeting ID: 895 1952 9506

Passcode: 934144

Find your local number: <https://dshs-wa.zoom.us/j/kBc4jgwb4>

## **6. 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.

## **7. Request for Change in Solicitation Requirements**

If Bidder believes that this Solicitation contains requirements which 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.

## **8. Complaints**

In the event a Bidder 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 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.

## **9. 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 <http://omwbe.wa.gov/> and/or the Department of Veterans Affairs at <http://www.dva.wa.gov/program/veteran-owned-business-certification> to obtain information on certified firms for potential subcontracting arrangements or for information on how to become certified. Nothing in this section is intended to prevent or discourage participation from non-MWBE firms or non-veteran-owned businesses.

## **10. 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->



## **11. Accessibility**

The Apparent Successful Bidder under this solicitation will be required to represent and warrant that they will exercise commercially reasonable efforts to comply with the Office of Chief Information Officer (OCIO) Standard 188.10 – Minimum Accessibility Standard located at <https://ocio.wa.gov/policy/minimum-accessibility-standard>. The ASB will additionally be required to regularly review its systems and at the commencement of the Contract, and annually thereafter, certify to DSHS that their Services meet OCIO Standard 188.10.

The Apparently Successful Bidder will also be required to comply with [Section 508 of the Rehabilitation Act of 1973 \(29 USC § 794d\)](#) including completion of a Voluntary Product Assessment Template version 2.0 or higher. For more information about the Voluntary Product Assessment Template (VPAT), please refer to [CMS.gov](https://www.cms.gov). The VPAT provides internal CMS Section 508 stakeholders with key insights on a vendor's reported 508 compliance level for a solution targeted for procurement and/or formal testing.

## **12. 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.

## **13. 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.

## **14. 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.

## **15. 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.

## **16. 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.

#### **17. 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.

As discussed above in Section A.5, DSHS intends to award one Primary Contract for the Services described in this Competitive Solicitation and one or more Secondary Contract(s) of convenience. Please refer to Section A.5 above for additional information about this.

#### **18. 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.

#### **19. Announcement of Successful Bidder(s)**

DSHS shall announce the Apparent Successful Bidder(s) on WEBS on the date indicated in Section C.1., Solicitation Schedule. All announcements of Apparent Successful Bidders 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.

#### **20. 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.

<p style="text-align: center;"><b>SECTION D</b> <b>INSTRUCTIONS REGARDING CONTENT, FORMAT AND SUBMISSION OF WRITTEN RESPONSES</b></p>
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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 typed in 12 point font 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)**

Using Attachment D, 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 unless specifically requested.

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 format. 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 three hundred and twenty five (325). 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 (Qualifications) Response.....	100 maximum points
Technical Response.....	70 maximum points
Cost Proposal (Quotations).....	50 maximum points
EO 18-03 Response.....	5 maximum points
(*Optional) Oral Interview/Presentation.....	100 maximum points
<b>Total Possible Points</b> .....	<b>325 maximum points</b>

### 4. Evaluation of Cost Proposal/Quotations

The Bidder who offers the lowest Total Estimated Monthly Cost in the Cost Proposal shall receive the maximum number of available Cost Proposal points. Bidder's Total Estimated Monthly Cost shall be calculated as follows:

Sum of (Key Personnel Rate \* Est. Hours/Month usage) + Sum of (Platform Team Personnel Rate \* Est. Hours/Month usage) = Total Estimated Monthly Cost

Estimated Total Monthly Cost Calculation Example				
Position Title	Name	Hourly Rate	Est. Hours/Month	Estimated Monthly Cost
Project Manager	John Doe	\$75.00 per hour	40	\$3000/Month
Cloud Architect	Jane Doe	\$80.00 per hour	80	\$6400/Month
Total Estimated Monthly Cost:				\$9400/Month

Bidders offering higher costs will receive proportionately fewer Cost Proposal points based on the lowest cost as follows:

$(\text{lowest bid} / \text{higher bid}) * \text{Cost Proposal points available} = \text{Cost Proposal points awarded}$



Bidder	Low-Cost Calculation <i>EXAMPLE</i>			Calculated Quotation Score
	Total Est. Monthly Cost	Low Cost %	Points Available	Points Awarded (Max 20 Points)
Bidder A	\$4000.00	1.00	20	20
Bidder B	\$5000.00	0.80	20	16
Bidder C	\$8000.00	0.50	20	10

## 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.

As discussed above in Section A.9, DSHS intends to award **one Primary Contract** for the Services described in this Competitive Solicitation and **one or more Secondary Contract(s) of convenience**. Please refer to Section A.9 above for additional information about this.

## 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**

In addition to evaluating the written response, DSHS may invite one or more of the highest scoring Bidders to make an oral presentation which shall be separately evaluated.

## **9. Selection of Apparent Successful Bidder**

The Bidder that receives the highest total number of possible points and is determined to be the most responsive and responsible bidder will be determined 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.

As discussed above in Section A.5, DSHS intends to award **one Primary Contract** for the Services described in this Competitive Solicitation and **one or more Secondary Contract(s) of convenience**. Please refer to Section A.5 above for additional information about this.

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.

The highest scoring responsive and responsible bidder 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.

<p style="text-align: center;"><b>SECTION F</b> <b>BIDDER DEBRIEFING</b> <b>AND PROTEST PROCEDURE</b></p>
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## **1. Debriefing Conferences**

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

### **3. 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.

### **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:

- 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.

<b>SECTION G</b> <b>CONTRACTING PROCEDURES</b>
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**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. Security Design Review**

The Apparent Successful Bidder (ASB) will be required to pass a DSHS Security Design review prior to signing the awarded Contract. The ASB will need to demonstrate how their system meets all of the security requirements included in the Office of the Chief Information Officer (OCIO) [Standard 141.10](#). If the system does not pass the Security Design review, the Contract will not be issued. Any security requirements that are agreed to may be written in to the Contract.

**3. Insurance**

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

**4. 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.

**5. 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.

## **6. 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.

## **7. COVID-19 Vaccination: Applicability and Declaration Requirements**

Governor Jay Inslee issued Proclamation 21-14 and its amendments in August and September 2021, to reduce the spread of the COVID-19 virus. Proclamation 21-14 prohibits any State Agency from permitting workers, including Contractor staff who will be On-Site at any State Agency facility or premises, to provide services without full vaccination against COVID-19. DSHS has elected, with some exceptions, to require Contractors with staff who are subject to this Proclamation to assume responsibility for the vaccination verification and accommodations requirements in the Proclamation.

The Apparent Successful Bidder(s) will be required to submit an Employer Declaration that conforms to all of the requirements of the Proclamation prior to signing a contract with DSHS. Bidders can request a sample Employer declaration form from the Solicitation Coordinator. The Apparent Successful Bidder(s) will also be required to agree to the COVID-19 Vaccination requirements included in Attachment A: Sample Contract, General Terms and Conditions, Section 5.a.