



**STATE OF WASHINGTON
HEALTH CARE AUTHORITY
REQUEST FOR PROPOSALS (RFP)
RFP NO. 2021HCA19**

***NOTE:** If you download this RFP from the Health Care Authority website, you are responsible for sending your name, address, e-mail address, and telephone number to the RFP Coordinator in order for your organization to receive any RFP amendments or bidder questions/agency answers. HCA is not responsible for any failure of your organization to send the information or for any repercussions that may result to your organization because of any such failure.*

PROJECT TITLE: Compact of Free Association (COFA) Islanders Outreach

PROPOSAL DUE DATE: July 16, 2021 by 2:00 p.m. Pacific Time, Olympia, Washington, USA.

E-mailed bids will be accepted. Faxed bids will not.

ESTIMATED TIME PERIOD FOR CONTRACT: September 1, 2021 to August 31, 2023

The Health Care Authority reserves the right to extend the contract for up to 2 additional 2-year periods at the sole discretion of the Health Care Authority.

BIDDER ELIGIBILITY: This procurement is open to those Bidders that satisfy the minimum qualifications stated herein and that are available for work in Washington State.

Table of Contents

1. INTRODUCTION	4
1.1. PURPOSE	4
1.2. BACKGROUND	4
1.3. OBJECTIVES	5
1.4. SCOPE OF WORK	5
1.5. MINIMUM QUALIFICATIONS	9
1.6. FUNDING	10
1.7. PERIOD OF PERFORMANCE	10
1.8. CONTRACTING WITH CURRENT OR FORMER STATE EMPLOYEES	10
1.9. DEFINITIONS	11
1.10. ADA	11
2. GENERAL INFORMATION FOR BIDDERS	12
2.1. RFP COORDINATOR	12
2.2. ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES	12
2.3. SUBMISSION OF PROPOSALS	12
2.4. PROPRIETARY INFORMATION / PUBLIC DISCLOSURE	13
2.5. REVISIONS TO THE RFP	13
2.6. DIVERSE BUSINESS INCLUSION PLAN	14
2.7. ACCEPTANCE PERIOD	14
2.8. COMPLAINT PROCESS	14
2.9. RESPONSIVENESS	15
2.10. MOST FAVORABLE TERMS	15
2.11. CONTRACT AND GENERAL TERMS & CONDITIONS	15
2.12. COSTS TO PROPOSE	15
2.13. RECEIPT OF INSUFFICIENT NUMBER OF PROPOSALS	16
2.14. NO OBLIGATION TO CONTRACT	16
2.15. REJECTION OF PROPOSALS	16
2.16. COMMITMENT OF FUNDS	16
2.17. ELECTRONIC PAYMENT	16
2.18. INSURANCE COVERAGE	16
3. PROPOSAL CONTENTS	19
3.1. LETTER OF SUBMITTAL (MANDATORY)	19
3.2. TECHNICAL PROPOSAL (SCORED)	20
3.3. MANAGEMENT PROPOSAL (SCORED)	20
3.4. RELATED INFORMATION (MANDATORY)	21
3.5. REFERENCES (MANDATORY)	22
3.6. OMWBE CERTIFICATION (OPTIONAL AND NOT SCORED)	22
3.7. EXECUTIVE ORDER 18-03 (SCORED)	22
3.8. COST PROPOSAL (SCORED)	22
4. EVALUATION AND CONTRACT AWARD	24
4.1. EVALUATION PROCEDURE	24
4.2. EVALUATION WEIGHTING AND SCORING	24
4.3. ORAL PRESENTATIONS MAY BE REQUIRED	25
4.4. SUBSTANTIALLY EQUIVALENT SCORES	25
4.5. NOTIFICATION TO BIDDERS	25
4.6. DEBRIEFING OF UNSUCCESSFUL BIDDERS	25

4.7. PROTEST PROCEDURE26

5. RFP EXHIBITS..... 28

1. INTRODUCTION

1.1. Purpose

The Washington State Health Care Authority, hereafter called “HCA,” is initiating this Request for Proposals (RFP) to solicit proposals from organizations interested in providing multilingual and culturally appropriate outreach, education, and enrollment assistance to Washington residents from the Compact of Free Association (COFA) countries of the Republic of Palau, the Federated States of Micronesia and the Republic of the Marshall Islands. HCA issued a Request for Information (RFI) 3988 on this topic on October 2019 to gain a greater understanding of possible organizations and their offerings; participation in RFI 3988 is not required for participation in this RFP.

HCA intends to award one contract to provide the services described in this RFP.

Bidders must demonstrate the ability to provide all staffing, systems and procedures required to perform the services described in this RFP. They must have the ability to meet the needs of COFA Islander programs, Washington Apple Health (Medicaid) and demonstrate a culture of flexibility, innovation, and adaptability in order to develop and administer culturally appropriate education, outreach and enrollment assistance.

1.2. Background

The Consolidated Appropriations Act, 2021 restored Washington Apple Health (Medicaid) to Washington residents from the Republic of the Marshall Islands, the Federated States of Micronesia, and the Republic of Palau. Six main languages are spoken in these communities: Marshallese, Palauan, Chuukese, Yapese, Kosraean and Pohnpeian.

In Washington State there are two application pathways for Apple Health, Washington Healthplanfinder and Washington Connection, an application through the Department of Social and Health Services (DSHS) for those over age 65, with a disability or blindness or in need of long-term care services and supports. There are many Apple Health programs, each with their own eligibility requirements, such as income limits.

Prior to the enactment of the Consolidated Appropriations Act, COFA islanders were limited in their ability to receive Apple Health or other health care coverage. State legislation passed in 2018 to provide premium payment and cost sharing support to COFA islanders living in Washington beginning in 2019. A separate dental benefit was added the following year, for plan year 2021.

While Apple Health has been restored, HCA intends to maintain COFA Islander Health Care and COFA Islander Dental Care for individuals who are not eligible for Apple Health due to excess resources.

Since January 2019, HCA has offered the sponsorship program, COFA Islander Health Care. HCA to pays insurance premiums and out-of-pocket expenses for silver level Qualified Health Plans (QHP) purchased through the Health Benefit Exchange for COFA islanders when they:

- Have income under 133% of the Federal Poverty Level (FPL)
- Enroll in a silver level qualified health plan
- Are eligible for and accept the maximum advance premium tax credit
- Are ineligible for other federal or state medical assistance.

Since January 2021, HCA has offered COFA Islander Dental Care. This sponsorship program pays Qualified Dental Plan (QDP) premiums and out-of-pocket costs for COFA islanders when they are enrolled in:

- COFA Islander Health Care, or
- Medicare and are Washington residents with income under 133% FPL

HCA provides cost sharing cards for enrolled individuals to use for in-network, QHP and QDP covered out-of-pocket costs, which include copays, co-insurance, deductibles and prescriptions.

To apply for the COFA Islander programs, individuals apply via Washington Healthplanfinder. COFA Islander programs require enrollment during an annual open enrollment period or during a special enrollment period and enroll and maintain eligibility, COFA islanders must agree to file a federal tax return to report tax credits received in the plan year. Failing to submit a federal tax return could result in loss of tax credits and sponsorship. COFA islanders with Medicare do not need to meet the tax filing requirements.

Due to the complexities of the Apple Health and COFA Islander programs, this population requires in-depth assistance during the application and enrollment process and throughout the year to understand their responsibilities and utilize their benefits.

Engrossed Senate Bill 5274, which the Legislature passed in 2019, requires the Health Care Authority to develop a comprehensive community education and outreach program. This includes contracting with a Washington organization that has multilingual language capacity to facilitate applications for and enrollment in, COFA Islander Health Care and COFA Islander Dental Care.

The education and outreach program will provide culturally and linguistically accessible information to facilitate participation in Apple Health and the COFA Islander programs, including but not limited to enrollment procedures, benefit utilization and patient responsibilities.

1.3. Objectives

HCA intends to:

- 1.3.1. Contract with a Washington organization with representation from members of the six COFA communities or trusted ambassadors that use grassroots, community-based approach to education and outreach.
- 1.3.2. Increase Apple Health and program knowledge and benefit utilization through culturally responsive and linguistically appropriate community engagement.

1.4. Scope of Work

- 1.4.1. The organization will work with HCA, stakeholders, and community members to undertake annual education, outreach, and enrollment activities.
- 1.4.2. The organization must provide language access for ESL and LES communities, which may include using culturally accessible, visual symbols of the community in lieu of words and text.
 - 1.4.2.1. The organization must provide Marshallese, Kosraean, Pohnpeian, Palauan, Chuukese, and Yapese interpreters and translators at education and enrollment events.

- 1.4.2.2. The organizations interpreters must provide interpretation across generational differences and between dialects.
- 1.4.3. The organization must staff at least one (1) full-time person, and one part-time person with Washington Healthplanfinder access, and the ability to enroll individuals in qualified health plans. Staff must have ability to assist clients with completing applications in Washington Connection.
- 1.4.4. The organization must have a toll-free line for COFA Islanders to call for assistance with their healthcare coverage applications.
 - 1.4.4.1. Interpreters in Kosraean, Palauan, Pohnpeian, Yapese, Chuukese and Marshallese must be available for individuals using the toll-free line.
 - 1.4.4.2. Staffing hours of the toll-free line must increase during annual enrollment.
 - 1.4.4.3. Provide HCA with reports on call center activity as requested.
- 1.4.5. Host quarterly meetings of community-based organizations and state agencies to share information about healthcare, the communities, and outreach strategies.
 - 1.4.5.1. The organization will be responsible for all associated costs, including but not limited to venue fees, staffing, marketing and equipment.
 - 1.4.5.2. The organization must coordinate location set-up, teardown, reservations, provision of refreshments and personal protective equipment (PPE) as required.
 - 1.4.5.3. Provide a virtual attendance option such as Zoom, Skype, Facebook Live or Microsoft Teams.
 - 1.4.5.4. The organization will take notes at each quarterly meeting and post those notes and related meeting materials on their website.
- 1.4.6. Draft grassroots community-driven outreach, education and enrollment plan.
 - 1.4.6.1. Develop a comprehensive annual outreach, education and enrollment plan. The plan will include, but is not limited to:
 - 1.4.6.1.1. Minimum of five (5) annual COFA Islander Health Care and COFA Islander Dental Care enrollment events during open enrollment.
 - 1.4.6.1.2. Minimum of seven (7) annual Apple Health enrollment events.
 - 1.4.6.1.3. Quarterly meetings of community-based organizations focusing on healthcare access and services.
 - 1.4.6.1.4. Grassroots education to potential and enrolled Apple Health and program participants.
 - 1.4.6.1.5. Social media outreach campaigns including but not limited to Facebook, Instagram, YouTube and Twitter.
 - 1.4.6.1.6. Community focused outreach.

- 1.4.6.2. For each item in the plan submit a detailed implementation plan, including, but not limited to:
 - 1.4.6.2.1. A timeline.
 - 1.4.6.2.2. Communication techniques.
 - 1.4.6.2.3. Measurable targets and goals.
- 1.4.6.3. The organization receives final approval from HCA.
- 1.4.7. Enrollment events for Apple Health, COFA Islander Health Care and COFA Islander Dental Care.
 - 1.4.7.1. Locations must include cities in Spokane County, Clark County, Kennewick County, King County, Pierce County and Snohomish County for the enrollment events. Organization will work with HCA on the identification of other areas within Washington.
 - 1.4.7.2. Provide Kosraean, Marshallese, Yapese, Chuukese, Pohnpeian and Palauan interpreters at each enrollment event.
 - 1.4.7.3. Facilitate applications for Apple Health, COFA Islander Health Care and COFA Islander Dental Care by staffing each event with Navigators.
 - 1.4.7.3.1. The navigators must have Washington Healthplanfinder access with the level of access that allows for QHP enrollment and assist clients with completing applications in Washington Connection.
 - 1.4.7.3.2. The organization will staff navigators in proportionate numbers to anticipated attendance.
 - 1.4.7.4. The organization will be responsible for all associated costs, including but not limited to venue fees, staffing, marketing and equipment.
 - 1.4.7.5. The organization must coordinate location set-up, teardown, reservations, provision of refreshments and personal protective equipment (PPE) as required.
 - 1.4.7.6. Develop promotional materials for each event that use culturally and linguistically accessible images and languages. Materials must be translated into Kosraean, Marshallese, Yapese, Chuukese, Pohnpeian and Palauan.
 - 1.4.7.7. Provide notice of each event no less than two (2) weeks before an event.
 - 1.4.7.8. Provide a virtual attendance option, such as Zoom, Skype, Facebook Live or Microsoft Teams.
- 1.4.8. Provide grassroots education to potential and enrolled Apple Health or program participants and other stakeholders about the programs' application and enrollment process, benefit utilization and problem solving.
 - 1.4.8.1. Conduct no fewer than ten (10) education sessions during the year, outside of open enrollment.

- 1.4.8.2. The education sessions must be in different locations throughout Washington State, including but not limited to Spokane County, Snohomish County, King County, Pierce County, Thurston County, Kennewick County, Clark County and Cowlitz County.
- 1.4.8.3. Conduct culturally responsive community education to fifteen (15) or more community members.
- 1.4.8.4. Provide notice of each event no less than two (2) weeks before an event.
- 1.4.8.5. Provide Kosraean, Marshallese, Yapese, Chuukese, Pohnpeian and Palauan interpreters at each enrollment event.
- 1.4.8.6. Provide at least one (1) navigator to assist with Washington Healthplanfinder applications, changes and updates.
- 1.4.8.7. The organization will be responsible for all associated costs, including but not limited to venue fees, staffing, marketing and equipment.
- 1.4.8.8. The organization must coordinate location set-up, teardown, reservations, provision of refreshments and personal protective equipment (PPE) as required.
- 1.4.8.9. Conduct a survey at the beginning and end of each education event to track increased program understanding.
 - 1.4.8.9.1. Work with HCA to draft a survey that uses culturally accessible, visual symbols of the community in lieu of words and text.
 - 1.4.8.9.2. The survey must be translated in Kosraean, Marshallese, Yapese, Chuukese, Pohnpeian and Palauan.
 - 1.4.8.9.3. The survey must address understanding of:
 - 1.4.8.9.3.1. Program eligibility.
 - 1.4.8.9.3.2. Benefit utilization.
 - 1.4.8.9.3.3. General understanding of insurance terms and usage.
 - 1.4.8.9.3.4. Improved comfort level using the programs.
- 1.4.8.10. Provide a virtual attendance option such as Zoom, Skype, Facebook Live or Microsoft Teams.
- 1.4.8.11. The organization will take notes at each education session and post those notes on their website.

1.4.9. Individual targeted outreach:

- 1.4.9.1. Contact list of individuals as provided by HCA during open enrollment to assist with enrollment in the COFA Islander Programs or Apple Health.
- 1.4.9.2. Contact list of individuals as provided by HCA each month to assist COFA islanders with Apple Health renewals.

- 1.4.9.3. Contact list of individuals outside of open enrollment to assist with education on topics including, but not limited to, Apple Health, tax filing requirements, QHP eligibility, benefit utilization.
- 1.4.10. Provide ongoing counsel to HCA on issues relating to Apple Health, COFA Islander Health Care and COFA Islander Dental Care. This includes, but is not limited to, monitoring the community understanding of the programs and benefit utilization.
- 1.4.11. Boost distribution of HCA social media accounts. This includes but not limited to Facebook, YouTube, Twitter and GovDelivery.
- 1.4.12. Submit monthly progress reports describing the status of all work completed the preceding month, including but not limited to performance, process and outcome measures.
 - 1.4.12.1. Report qualitative and quantitative process measures of enrollment, education and outreach.
 - 1.4.12.2. Report quantitative outcome measures including:
 - 1.4.12.2.1. Attendance at each open enrollment event and education event.
 - 1.4.12.2.2. The number of community members that submit applications and the number of those who enroll at each event.
 - 1.4.12.2.3. Improved understanding of the programs, including eligibility requirements, benefit utilization and general program knowledge.
 - 1.4.12.2.4. For outreach, changes in attitudes and awareness of targeted audiences with regard to enrollment and education.
 - 1.4.12.2.5. Attendance of quarterly community-based organization events, including number of participants and organizations participating.
 - 1.4.12.3. The monthly reports must include the outcome of survey results at each event.
 - 1.4.12.4. The monthly reports must include the outcome of the targeted outreach.
 - 1.4.12.5. For each individual on the HCA provided outreach list, report:
 - 1.4.12.5.1.1. Whether the individual was successfully contacted
 - 1.4.12.5.1.2. How the individual was contacted
 - 1.4.12.5.1.3. If the individual is eligible and enrolled in the programs

1.5. MINIMUM QUALIFICATIONS

The following are the minimum qualifications for Bidders:

- 1.5.1. Licensed to do business in the State of Washington or provide a commitment that it will become licensed in Washington within 30 calendar days of being selected as the Apparent Successful Bidder.
- 1.5.2. Have at least one (1) full time and one (1) part-time staff person with Washington Healthplanfinder access with the ability to enroll individuals in qualified health plans. These

staff should be available for enrollment and education events. Part-time employment should equate to at least 20 hours per week.

- 1.5.3. At least two years' experience providing interpretation and translation in Marshallese, Yapese, Chuukese, Kosraean, Pohnpeian and Palauan.
- 1.5.4. Advanced knowledge of Apple Health, COFA Islander Health Care and COFA Islander Dental Care program eligibility, application process and benefit utilization.
- 1.5.5. At least two years' experience with Washington Healthplanfinder navigator and certified application counselor programs, assisting with QHP enrollment, advance premium tax credits, Apple Health, Apple Health for kids, and immigration rules as related to application process and eligibility.
- 1.5.6. At least two years' experience assisting individuals with Washington Connection applications for medical coverage and other public benefits.
- 1.5.7. At least one years' experience of grassroots COFA community focused education and outreach and experience engaging or organizing with diverse communities and documenting outcomes for a government entity.
- 1.5.8. At least one years' community-based or non-profit organization experience including but not limited to initial development, organization, program development, event planning, grant writing, etc.
- 1.5.9. Demonstrated expertise and experience with campaigns of this size, scope, complexity and unique community needs.

1.6. FUNDING

HCA has budgeted an amount of Five-Hundred Thousand Dollars (\$500,000.00) for this project. Proposals in excess of \$500,000.00 will be considered non-responsive and will not be evaluated.

Any contract awarded as a result of this procurement is contingent upon the availability of funding.

1.7. PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about September 1, 2021 and to end on August 31, 2023. Amendments extending the period of performance, if any, will be at the sole discretion of HCA.

HCA reserves the right to extend the contract for 2 year periods, for up to 2 terms.

1.8. CONTRACTING WITH CURRENT OR FORMER STATE EMPLOYEES

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. Bidders should familiarize themselves with the requirements prior to submitting a proposal that includes current or former state employees.

1.9. DEFINITIONS

Definitions for the purposes of this RFP include:

Apparent Successful Bidder (ASB) – The Bidder selected as the entity to perform the anticipated services under this RFP, subject to completion of contract negotiations and execution of a written contract.

Bidder – Individual or company interested in the RFP that submits a proposal in order to attain a contract with the Health Care Authority.

COFA Islander - An individual from the Federated States of Micronesia, the Republic of Palau or the Republic of the Marshall Islands.

Health Care Authority or HCA –an executive agency of the state of Washington that is issuing this RFP.

Proposal – A formal offer submitted in response to this solicitation.

Request for Proposals (RFP) – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFP is to permit the bidder community to suggest various approaches to meet the need at a given price.

1.10. ADA

HCA complies with the Americans with Disabilities Act (ADA). Bidders may contact the RFP Coordinator to receive this RFP in Braille or on tape.

2. GENERAL INFORMATION FOR BIDDERS

2.1. RFP COORDINATOR

The RFP Coordinator is the sole point of contact in HCA for this procurement. All communication between the Bidder and HCA upon release of this RFP must be with the RFP Coordinator, as follows:

Name	Lyudmila Kozlova
E-Mail Address	HCAProcurements@hca.wa.gov
Phone Number	(360) 725-1930

Any other communication will be considered unofficial and non-binding on HCA. Bidders are to rely on written statements issued by the RFP Coordinator. Communication directed to parties other than the RFP Coordinator may result in disqualification of the Bidder.

2.2. ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Proposals	June 1, 2021
Questions Due	June 11, 2021- 2:00 p.m. Pacific Time
Answers Posted	June 18, 2021
Proposals Due	July 16, 2021 – 2:00 p.m. Pacific Time
Evaluate Proposals	July 19 – 28, 2021
Conduct Oral Interviews with Finalists, if required	August 2-3, 2021
Announce “Apparent Successful Bidder” and send notification via e-mail to unsuccessful Bidders	August 5, 2021
Hold Debriefing Conferences (if requested)	August 12-13, 2021
Negotiate Contract	August 16 –31, 2021
Begin Contract Work	September 1, 2021

HCA reserves the right in its sole discretion to revise the above schedule.

2.3. SUBMISSION OF PROPOSALS

ELECTRONIC PROPOSALS:

The proposal must be received by the RFP Coordinator no later than the Proposal Due deadline in Section 2.2, *Estimated Schedule of Procurement*.

Proposals must be submitted electronically as an attachment to an e-mail to the RFP Coordinator at the e-mail address listed in Section 2. Attachments to e-mail should be in Microsoft Word format or PDF. Zipped files cannot be received by HCA and cannot be used for submission of proposals. The cover submittal letter and the Certifications and Assurances form must have a scanned signature of the individual within the organization authorized to bind the Bidder to the offer. HCA does not assume responsibility for problems with Bidder's e-mail. If HCA e-mail is not working, appropriate allowances will be made.

Proposals may not be transmitted using facsimile transmission.

Bidders should allow sufficient time to ensure timely receipt of the proposal by the RFP Coordinator. Late proposals will not be accepted and will be automatically disqualified from further consideration, unless HCA e-mail is found to be at fault. All proposals and any accompanying documentation become the property of HCA and will not be returned.

2.4. PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

Proposals submitted in response to this RFP will become the property of HCA. All proposals received will remain confidential until the Apparent Successful Bidder is announced; thereafter, the proposals will be deemed public records as defined in chapter 42.56 of the Revised Code of Washington (RCW).

Any information in the proposal that the Bidder desires to claim as proprietary and exempt from disclosure under chapter 42.56 RCW, or other state or federal law that provides for the nondisclosure of a document, must be clearly designated. The information must be clearly identified and the particular exemption from disclosure upon which the Bidder is making the claim must be cited. Each page containing the information claimed to be exempt from disclosure must be clearly identified by the words "Proprietary Information" printed on the lower right hand corner of the page. Marking the entire proposal exempt from disclosure or as Proprietary Information will not be honored.

If a public records request is made for the information that the Bidder has marked as "Proprietary Information," HCA will notify the Bidder of the request and of the date that the records will be released to the requester unless the Bidder obtains a court order enjoining that disclosure. If the Bidder fails to obtain the court order enjoining disclosure, HCA will release the requested information on the date specified. If a Bidder obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to chapter 42.56 RCW, or other state or federal law that provides for nondisclosure, HCA will maintain the confidentiality of the Bidder's information per the court order.

A charge will be made for copying and shipping, as outlined in RCW 42.56. No fee will be charged for inspection of contract files, but 24 hours' notice to the RFP Coordinator is required. All requests for information should be directed to the RFP Coordinator.

The submission of any public records request to HCA pertaining in any way to this RFP will not affect the procurement schedule, as outlined in Section 2.2, unless HCA, in its sole discretion, determines that altering the schedule would be in HCA's best interests.

2.5. REVISIONS TO THE RFP

If HCA determines in its sole discretion that it is necessary to revise any part of this RFP, then HCA will provide addenda via e-mail to all individuals who have made the RFP Coordinator aware of their interest. Addenda will also be published on Washington's Electronic Bid System (WEBS), at

<https://fortress.wa.gov/ga/webs/>. For this purpose, the published questions and answers and any other pertinent information will be provided as an addendum to the RFP and will be placed on the website.

HCA also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract.

2.6. DIVERSE BUSINESS INCLUSION PLAN

Bidders will be required to submit a Diverse Business Inclusion Plan with their proposal. In accordance with legislative findings and policies set forth in RCW 39.19, the state of Washington encourages participation in all contracts by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE), set forth in RCW 43.60A.200 for firms certified by the Washington State Department of Veterans Affairs, and set forth in RCW 39.26.005 for firms that are Washington Small Businesses. Participation may be either on a direct basis or on a subcontractor basis. However, no preference on the basis of participation is included in the evaluation of Diverse Business Inclusion Plans submitted, and no minimum level of minority- and women-owned business enterprise, Washington Small Business, or Washington State certified Veteran Business participation is required as a condition for receiving an award. Any affirmative action requirements set forth in any federal governmental regulations included or referenced in the contract documents will apply.

2.7. ACCEPTANCE PERIOD

Proposals must provide one hundred twenty (120) calendar days for acceptance by HCA from the due date for receipt of proposals.

2.8. COMPLAINT PROCESS

The complaint process allows vendors to focus on the solicitation requirements and evaluation process and raise issues early enough in the process to allow HCA to correct a problem before proposals are submitted. The complaint period starts on the date of the RFP posting and concludes on the Complaints Due date specified in section 2.2, Estimated Schedule of Procurement Activities.

2.8.1. Vendors may submit a complaint to HCA based on any of the following:

- 2.8.1.1. The RFP unnecessarily restricts competition;
- 2.8.1.2. The RFP evaluation or scoring process is unfair or unclear; or
- 2.8.1.3. The RFP requirements are inadequate or insufficient to prepare a response.

2.8.2. A complaint may be submitted to HCA up to five Business Days before the bid response deadline. The complaint must:

- 2.8.2.1. Be in writing;
- 2.8.2.2. Be sent to the RFP Coordinator, or designee;
- 2.8.2.3. Clearly articulate the basis for the complaint; and
- 2.8.2.4. Include a proposed remedy.

2.8.3. HCA will address any complaint as follows:

- 2.8.3.1. The RFP Coordinator, or designee will respond to the complaint in writing.
- 2.8.3.2. The response to the complaint and any changes to the RFP will be posted on WEBS.
- 2.8.3.3. The Director of HCA will be notified of all complaints and will be provided a copy of HCA's response.

Complaints may not be raised again during a protest and HCA's action or inaction in response to a complaint will be final. There is no appeal process.

2.9. RESPONSIVENESS

The RFP Coordinator will review all proposals to determine compliance with administrative requirements and instructions specified in this RFP. A Bidder's failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive.

HCA also reserves the right at its sole discretion to waive minor administrative irregularities.

2.10. MOST FAVORABLE TERMS

HCA reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the Bidder can propose. HCA reserve the right to contact a Bidder for clarification of its proposal.

HCA also reserves the right to use a Best and Final Offer (BAFO) before awarding any contract to further assist in determining the ASB(s).

The ASB should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. The contract resulting from this RFP will incorporate some, or all, of the Bidder's proposal. The proposal will become a part of the official procurement file on this matter without obligation to HCA.

2.11. CONTRACT AND GENERAL TERMS & CONDITIONS

The ASB will be expected to enter into a contract which is substantially the same as the sample contract and its general terms and conditions attached as Exhibit D. HCA will not accept any draft contracts prepared by any Bidder. The Bidder may submit exceptions as allowed in the Certifications and Assurances form, Exhibit A to this RFP. All exceptions must be submitted as an attachment to Exhibit A. HCA will review requested exceptions and accept or reject the same at its sole discretion.

If, after the announcement of the ASB, and after a reasonable period of time, the ASB and HCA cannot reach agreement on acceptable terms for the Contract, the HCA may cancel the selection and Award the Contract to the next most qualified Bidder.

2.12. COSTS TO PROPOSE

HCA will not be liable for any costs incurred by the Bidder in preparation of a proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related in any way to this RFP.

2.13. RECEIPT OF INSUFFICIENT NUMBER OF PROPOSALS

If HCA receives only one responsive proposal as a result of this RFP, HCA reserves the right to either: 1) directly negotiate and contract with the Bidder; or 2) not award any contract at all. HCA may continue to have the bidder complete the entire RFP. HCA is under no obligation to tell the Bidder if it is the only Bidder.

2.14. NO OBLIGATION TO CONTRACT

This RFP does not obligate HCA to enter into any contract for services specified herein.

2.15. REJECTION OF PROPOSALS

HCA reserves the right, at its sole discretion, to reject any and all proposals received without penalty and not to issue any contract as a result of this RFP.

2.16. COMMITMENT OF FUNDS

The Director of HCA or his/her delegate is the only individual who may legally commit HCA to the expenditures of funds for a contract resulting from this RFP. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

2.17. ELECTRONIC PAYMENT

The state of Washington prefers to utilize electronic payment in its transactions. The ASB will need to be registered as a Statewide Vendor.

2.18. INSURANCE COVERAGE

As a requirement of the resultant contract, the ASB is to furnish HCA with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.

The ASB must, at its own expense, obtain and keep in force insurance coverage which will be maintained in full force and effect during the term of the contract. The ASB must furnish evidence in the form of a Certificate of Insurance that insurance will be provided, and a copy must be forwarded to HCA within 15 days of the contract effective date.

2.18.1. Liability Insurance

- 2.18.1.1. Commercial General Liability Insurance: ASB will maintain commercial general liability (CGL) insurance and, if necessary, commercial umbrella insurance, with a limit of not less than \$1,000,000 per each occurrence. If CGL insurance contains aggregate limits, the General Aggregate limit must be at least twice the "each occurrence" limit. CGL insurance must have products-completed operations aggregate limit of at least two times the "each occurrence" limit. CGL insurance must be written on ISO occurrence from CG 00 01 (or a substitute form providing equivalent coverage). All insurance must cover liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insureds (cross liability) condition.

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

2.18.1.2. Business Auto Policy: As applicable, the ASB will maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance must cover liability arising out of "Any Auto." Business auto coverage must be written on ISO form CA 00 01, 1990 or later edition, or substitute liability form providing equivalent coverage.

2.18.2. Employers Liability ("Stop Gap") Insurance

In addition, the ASB will buy employers liability insurance and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

2.18.3. Cyber-Liability Insurance / Privacy Breach Coverage. For the purposes of this section the following definitions apply:

Breach – means the unauthorized acquisition, access, use, or disclosure of Data shared under any resulting Contract that compromises the security, confidentiality, or integrity of the Data.

Confidential Information – is information that is exempt from disclosure to public or other unauthorized persons under 42.56 RCW or other federal or state laws. Confidential Information includes, but is not limited to, Personal Information and Protected Health Information.

Data – means information that is disclosed or exchanged between HCA and Apparent Successful Bidder. Data includes Confidential Information.

Personal Information – means information identifiable to any person, including but not limited to, information that relates to a person's name, health, finances, education, business, use, or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver's license numbers, credit card numbers, any other identifying numbers, and any financial identifiers.

Protected Health Information (PHI) – means information that relates to the provision of health care to an individual, the past, present, or future physical or mental health or condition of an individual, the past, present, or future payment for provision of health care to an individual. PHI includes demographic information that identifies the individual or about which there is reasonable basis to believe, can be used to identify the individual. PHI is information transmitted, maintained, or stored in any form or medium. PHI does not include education records covered by the Family Educational Right and Privacy Act, as amended.

2.18.3.1. For the term of any resulting Contract and three (3) years following its termination or expiration, ASB must maintain insurance to cover costs incurred in connection with a security incident, privacy Breach, or potential compromise of Data, including:

2.18.3.1.1. Computer forensics assistance to assess the impact of a Data Breach, determine root cause, and help determine whether and the extent to which notification must be provided to comply with Breach notification laws;

- 2.18.3.1.2. Notification and call center services for individuals affected by a security incident, or privacy Breach;
- 2.18.3.1.3. Breach resolution and mitigation services for individuals affected by a security incident or privacy Breach, including fraud prevention, credit monitoring, and identity theft assistance; and
- 2.18.3.1.4. Regulatory defense, fines, and penalties from any claim in the form of a regulatory proceeding resulting from a violation of any applicable privacy or security law(s) or regulation(s).

2.18.4. Additional Provisions

Above insurance policy must include the following provisions:

- 2.18.4.1. Additional Insured. The state of Washington, HCA, its elected and appointed officials, agents and employees must be named as an additional insured on all general liability, excess, umbrella and property insurance policies. All insurance provided in compliance with this contract must be primary as to any other insurance or self-insurance programs afforded to or maintained by the state.
- 2.18.4.2. Cancellation. State of Washington, HCA, must be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications. Insurers subject to 48.18 RCW (Admitted and Regulation by the Insurance Commissioner): The insurer must give the state 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the state must be given ten days advance notice of cancellation. Insurers subject to 48.15 RCW (Surplus lines): The state must be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the state must be given ten days advance notice of cancellation.
- 2.18.4.3. Identification. Policy must reference the state's contract number and the Health Care Authority.
- 2.18.4.4. Insurance Carrier Rating. All insurance and bonds should be issued by companies admitted to do business within the state of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception must be reviewed and approved by the Health Care Authority Risk Manager, or the Risk Manager for the state of Washington, before the contract is accepted or work may begin. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with chapter 48.15 RCW and 284-15 WAC.
- 2.18.4.5. Excess Coverage. By requiring insurance herein, the state does not represent that coverage and limits will be adequate to protect ASB, and such coverage and limits will not limit ASB's liability under the indemnities and reimbursements granted to the state in this Contract.

2.18.5. Workers' Compensation Coverage

The ASB will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The state will not be held responsive in any way for claims filed by the ASB or their employees for services performed under the terms of this contract.

3. PROPOSAL CONTENTS

Proposals must be written in English and submitted electronically to the RFP Coordinator in the order noted below:

- A. Letter of Submittal, Section 3.1
 - a. including signed Certifications and Assurances (Exhibit A to this RFP)
- B. Technical Proposal, Section 3.2
- C. Management Proposal, Section 3.3
- D. Related Information, Section 3.4
- E. References, Section 3.5
- F. OMWBE Certification, if applicable, Section 3.6
- G. Cost Proposal, Section 3.8
- H. Diverse Business Inclusion Plan (Exhibit B to this RFP)
- I. Executive Order 18-03, Section 3.7 (Exhibit C to this RFP)

Proposals must provide information in the same order as presented in this document with the same headings.

Items marked “mandatory” must be included as part of the proposal for the proposal to be considered responsive; however, these items are not scored. Items marked “scored” are those that are awarded points as part of the evaluation conducted by the evaluation team.

3.1. LETTER OF SUBMITTAL (MANDATORY)

The Letter of Submittal and the attached Certifications and Assurances form (Exhibit A to this RFP) must be signed and dated by a person authorized to legally bind the Bidder to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include by attachment the following information about the Bidder and any proposed subcontractors:

- 3.1.1. Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom contract would be written.
- 3.1.2. Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.).
- 3.1.3. Legal status of the Bidder (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.
- 3.1.4. Federal Employer Tax Identification number or Social Security number and the Washington Uniform Business Identification (UBI) number issued by the state of Washington Department of Revenue. If the Bidder does not have a UBI number, the Bidder must state that it will become licensed in Washington within 30 calendar days of being selected as the Apparent Successful Bidder.
- 3.1.5. Location of the facility from which the Bidder would operate.
- 3.1.6. Identify any state employees or former state employees employed or on the firm’s governing board as of the date of the proposal. Include their position and responsibilities within the Bidder’s organization. If following a review of this information, it is determined by HCA that a conflict of interest exists, the Bidder may be disqualified from further consideration for the award of a contract.

- 3.1.7. Any information in the proposal that the Bidder desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.56 must be clearly designated. The page must be identified and the particular exemption from disclosure upon which the Bidder is making the claim must be listed. Each page claimed to be exempt from disclosure must be clearly identified by the word "Proprietary" printed on the lower right hand corner of the page. In your Letter of Submittal, please list which pages and sections that have been marked "Proprietary" and the particular exemption from disclosure upon which the Bidder is making the claim.

3.2. TECHNICAL PROPOSAL (SCORED)

The Technical Proposal must contain a comprehensive description of services including the following elements:

- 3.2.1. **Project Approach/Methodology** – Include a complete description of the Bidder's proposed approach and methodology for the project. This section should convey Bidder's understanding of the proposed project.
- 3.2.2. **Work Plan** – Include all project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of the project defined in this RFP. This section of the technical proposal must contain sufficient detail to convey to members of the evaluation team the Bidder's knowledge of the subjects and skills necessary to successfully complete the project. Include any required involvement of HCA staff. The Bidder may also present any creative approaches that might be appropriate and may provide any pertinent supporting documentation.
- 3.2.3. **Project Schedule** – Include a project schedule indicating when the elements of the work will be completed. Project schedule must ensure that any deliverables requested are met.
- 3.2.4. **Outcomes and Performance Measurement** – Describe the impacts/outcomes the Bidder proposes to achieve as a result of the delivery of these services including how these outcomes would be monitored, measured, and reported to HCA.
- 3.2.5. **Risks** – The Bidder must identify potential risks that are considered significant to the success of the project. Include how the Bidder would propose to effectively monitor and manage these risks, including reporting of risks to the HCA contract manager.
- 3.2.6. **Deliverables** – Fully describe deliverables to be submitted under the proposed contract. Deliverables must support the requirements set forth in Section 1.2, Objectives and Scope of Work.

3.3. MANAGEMENT PROPOSAL (SCORED)

- 3.3.1. **Project Team Structure/Internal Controls** – Provide a description of the proposed project team structure and internal controls to be used during the course of the project, including any subcontractors. Provide an organizational chart of your firm indicating lines of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level of management. Include who within the firm will have prime responsibility and final authority for the work.
- 3.3.2. **Staff Qualifications/Experience** – Identify staff, including subcontractors, who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel, and include the amount of time each will be assigned to the project. Provide

resumes for the named staff, which include information on the individual's particular skills related to this project, education, experience, significant accomplishments and any other pertinent information. The Bidder must commit that staff identified in its proposal will actually perform the assigned work. Any staff substitution must have the prior approval of HCA.

3.3.3. Experience of the Bidder

Indicate the experience the Bidder and any subcontractors have in the following areas associated with:

- 3.3.3.1. Licensed to do business in the State of Washington or provide a commitment that it will become licensed in Washington within 30 calendar days of being selected as the Apparent Successful Bidder.
- 3.3.3.2. Have at least one (1) part-time staff person with Washington Healthplanfinder access with the ability to enroll individuals in qualified health plans. This should equate to at least 20 hours per week and this individual should be available for enrollment and education events.
- 3.3.3.3. At least two years' experience providing interpretation and translation in Marshallese, Yapese, Chuukese, Kosraean, Pohnpeian and Palauan.
- 3.3.3.4. Advanced knowledge of Apple Health, COFA Islander Health Care and COFA Islander Dental Care program eligibility, application process and benefit utilization.
- 3.3.3.5. At least two years' experience assisting with QHP enrollment, advance premium tax credits, Apple Health, Apple Health for kids, and immigration rules as related to application process and eligibility.
- 3.3.3.6. At least one years' experience of grassroots community focused education and outreach and experience engaging or organizing with diverse communities and documenting outcomes for a government entity.
- 3.3.3.7. Demonstrated expertise and experience with campaigns of this size, scope, complexity and unique community needs.
 - 3.3.3.7.1. Indicate other relevant experience that indicates the qualifications of the Bidder, and any subcontractors, for the performance of the potential contract.
 - 3.3.3.7.2. Include a list of contracts the Bidder has had during the last five years that relate to the Bidder's ability to perform the services needed under this RFP. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and fax numbers/e-mail addresses.

3.4. Related Information (MANDATORY)

3.4.1. If the Bidder or any subcontractor contracted with the state of Washington during the past 24 months, indicate the name of the agency, the contract number, and project description and/or other information available to identify the contract.

3.4.2. If the Bidder's staff or subcontractor's staff was an employee of the state of Washington during the past 24 months, or is currently a Washington State employee, identify the individual by

name, the agency previously or currently employed by, job title or position held, and separation date.

3.4.3.If the Bidder has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the Bidder's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Bidder, or (b) litigated and such litigation determined that the Bidder was in default.

3.4.4.Submit full details of the terms for default including the other party's name, address, and phone number. Present the Bidder's position on the matter. HCA will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If no such termination for default has been experienced by the Bidder in the past five years, so indicate.

3.5. References (MANDATORY)

List names, addresses, telephone numbers, and fax numbers/e-mail addresses of three business references for the Bidder and three business references for the lead staff person for whom work has been accomplished and briefly describe the type of service provided. Do not include current HCA staff as references. By submitting a proposal in response to this RFP, the vendor and team members grant permission to HCA to contact these references and others, who from HCA's perspective, may have pertinent information. HCA may or may not, at HCA's discretion, contact references. HCA may evaluate references at HCA's discretion.

3.6. OMWBE Certification (OPTIONAL AND NOT SCORED)

Include proof of certification issued by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) if certified minority-owned firm and/or women-owned firm(s) will be participating on this project. For information: <http://www.omwbe.wa.gov>.

3.7. EXECUTIVE ORDER 18-03 (SCORED)

Pursuant to RCW 39.26.160(3) and consistent with Executive Order 18-03 – Supporting Workers' Rights to Effectively Address Workplace Violations (dated June 12, 2018), HCA will evaluate bids for best value and provide a bid preference in the amount of 50 points to any Bidder who certifies, pursuant to the certification attached as Exhibit C, 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 waiver. Bidders that do require their employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waiver will not be disqualified evaluation of this RFP, however they will receive 0 out of X points for this section.

3.8. COST PROPOSAL (SCORED)

The maximum fee for this contract must be Five-Hundred Thousand Dollars (\$500,000.00) or less to be considered responsive to this RFP.

The evaluation process is designed to award this procurement not necessarily to the Bidder of least cost, but rather to the Bidder whose proposal best meets the requirements of this RFP. However, Bidders are encouraged to submit proposals which are consistent with state government efforts to conserve state resources.

3.8.1. Identification of Costs (SCORED)

Identify all costs in U.S. dollars including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. The Bidder is to submit a fully detailed budget including staff costs and any expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Bidders are required to collect and pay Washington state sales and use taxes, as applicable.

Costs for subcontractors are to be broken out separately. Please note if any subcontractors are certified by the Office of Minority and Women's Business Enterprises.

3.8.2.Computation

The score for the cost proposal will be computed by dividing the lowest cost bid received by the Bidder's total cost. Then the resultant number will be multiplied by the maximum possible points for the cost section.

4. EVALUATION AND CONTRACT AWARD

4.1. EVALUATION PROCEDURE

Responsive Proposals will be evaluated strictly in accordance with the requirements stated in this RFP and any addenda issued. The evaluation of proposals will be accomplished by an evaluation team(s), to be designated by HCA, which will determine the ranking of the proposals. Evaluations will only be based upon information provided in the Bidder's Proposal.

All proposals received by the stated deadline, Section 2.2, *Estimated Schedule of Procurement Activities*, will be reviewed by the RFP Coordinator to ensure that the Proposals contain all of the required information requested in the RFP. Only responsive Proposals that meet the requirements will be evaluated by the evaluation team. Any Bidder who does not meet the stated qualifications or any Proposal that does not contain all of the required information will be rejected as non-responsive.

The RFP Coordinator may, at his or her sole discretion, contact the Bidder for clarification of any portion of the Bidder's Proposal. Bidders should take every precaution to ensure that all answers are clear, complete, and directly address the specific requirement.

Responsive Proposals will be reviewed and scored by an evaluation team using a weighted scoring system, Section 4.2, *Evaluation Weighting and Scoring*. Proposals will be evaluated strictly in accordance with the requirements set forth in this RFP and any addenda issued.

HCA, at its sole discretion, may elect to select the top-scoring firms as finalists for an oral presentation.

4.2. EVALUATION WEIGHTING AND SCORING

The following weighting and points will be assigned to the proposal for evaluation purposes:

Technical Proposal – 40%		40 points
Project Approach/Methodology	5 points (maximum)	
Quality of Work Plan	5 points (maximum)	
Project Schedule	5 points (maximum)	
Project Deliverables	5 points (maximum)	

Management Proposal – 45%		45 points
Project Team Structure and Internal Controls	5 points (maximum)	
Staff Qualifications/Experience	10 points (maximum)	
Experience of the Bidder	30 points (maximum)	

Cost Proposal – 10%		10 points
---------------------	--	-----------

Executive Order 18-03 – 5%		5 points
----------------------------	--	----------

TOTAL		100 POINTS
-------	--	------------

HCA reserves the right to award the contract to the Bidder whose proposal is deemed to be in the best interest of HCA and the state of Washington.

4.3. ORAL PRESENTATIONS MAY BE REQUIRED

HCA may after evaluating the written proposals elect to schedule oral presentations of the finalists. Should oral presentations become necessary, HCA will contact the top-scoring firm(s) from the written evaluation to schedule a date, time, and location. Commitments made by the Bidder at the oral interview, if any, will be considered binding.

The Oral Presentations will be worth 50 points and the scores from the written evaluation and the oral presentation combined together will determine the Apparent Successful Bidder.

4.4. SUBSTANTIALLY EQUIVALENT SCORES

Substantially equivalent scores are scores separated by two percent or less in total points. If multiple Proposals receive a Substantially Equivalent Score, HCA may leave the matter as scored, or select as the ASB the one Proposal that is deemed by HCA, in its sole discretion, to be in HCA's best interest relative to the overall purpose and objective as stated in Sections 1.1 and 1.2 of this RFP.

If applicable, HCA's best interest will be determined by HCA managers and executive officers, who have sole discretion over this determination. The basis for such determination will be communicated in writing to all Bidders with equivalent scores.

4.5. NOTIFICATION TO BIDDERS

HCA will notify the ASB of their selection in writing upon completion of the evaluation process. Bidders whose proposals were not selected for further negotiation or award will be notified separately by e-mail.

4.6. DEBRIEFING OF UNSUCCESSFUL BIDDERS

Any Bidder who has submitted a Proposal and been notified it was not selected for contract award may request a debriefing. The request for a debriefing conference must be received by the RFP Coordinator no later than 5:00 p.m., local time, in Olympia, Washington, within three business days after the Unsuccessful Bidder Notification is e-mailed to the Bidder. The debriefing will be held within three business days of the request, or as schedules allow.

Discussion at the debriefing conference will be limited to the following:

- 4.6.1. Evaluation and scoring of the Bidder's Proposal;
- 4.6.2. Critique of the Proposal based on the evaluation; and
- 4.6.3. Review of the Bidder's final score in comparison with other final scores without identifying the other Bidders.

Topics a Bidder could have raised as part of the complaint process (Section 2.10) cannot be discussed as part of the debriefing conference, even if the Bidder did not submit a complaint.

Comparisons between proposals, or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of thirty (30) minutes.

4.7. PROTEST PROCEDURE

A bid protest may be made only by Bidders who submitted a response to this RFP and who have participated in a debriefing conference. Upon completing the debriefing conference, the Bidder is allowed five Business Days to file a protest. Protests must be received by the Contracts Administrator no later than 4:30 p.m., local time, in Olympia, Washington on the fifth Business Day following the debriefing. Protests must be submitted by e-mail to ensure timely receipt.

Bidders protesting this RFP must follow the procedures described below. Protests that do not follow these procedures will not be considered. This protest procedure constitutes the sole administrative remedy available to Bidders under this RFP.

- 4.7.1. All protests must be in writing, addressed to the Contracts Administrator, and signed by the protesting party or an authorized agent. The protest must state (1) the RFP number, (2) the grounds for the protest with specific facts, (3) complete statements of the action(s) being protested, and (4) the relief or corrective action being requested. Protests must be emailed to contracts@hca.wa.gov with the following subject line: "RFP # Protest – [Bidder Name]."
- 4.7.2. Consistent with RCW 39.26.030, bid submissions and bid evaluations will be available for public inspection following the announcement of ASB(s). If requested, the protest period will not conclude before the requestor has been provided with the applicable bid submissions and bid evaluations and provided five (5) Business Days to review the same. Bidder is responsible for notifying the Procurement Coordinator of any such public disclosure requests so the timeline can be adjusted accordingly.
- 4.7.3. Only protests alleging an issue of fact concerning the following subjects will be considered:
 - 4.7.3.1. A matter of bias, discrimination, or conflict of interest on the part of an evaluator;
 - 4.7.3.2. Errors in computing the score; or
 - 4.7.3.3. Non-compliance with procedures described in the RFP. HCA protest process, or DES policy requirements (POL-DES-170-00).

Protests based on anything other than those items listed above will not be considered. Protests will be rejected as without merit to the extent they address issues such as: 1) an evaluator's professional judgment on the quality of a Proposal; or 2) HCA's assessment of its own needs or requirements.

- 4.7.4. Upon receipt of a protest, HCA will undertake a protest review. The HCA Director, or an HCA employee who is a neutral party with no involvement in the evaluation and award process (Protest Officer), will be assigned to investigate and respond to the protest. If the HCA Director delegates the protest review to an HCA employee, the Director nonetheless reserves the right to make the final agency decision on the protest. The HCA Director or his or her designee will have the right to seek additional information regarding the procurement from sources they deem appropriate in order to fully consider the protest.
- 4.7.5. If HCA determines in its sole discretion that a protest from one Bidder may affect the interests of another Bidder, then HCA may invite such Bidder to submit its views and any relevant information on the protest to the Protest Officer. In such a situation, the protest materials submitted by each Bidder will be made available to all other Bidders upon request.
- 4.7.6. The Protest Officer will issue a written protest response no more than ten Business Days after receipt of the protest, unless additional time is needed, in which case HCA will notify

the protesting bidder in writing. The Protest Officer's decision is final, unless the HCA Director exercises their right to make the final agency decision on the protest. There will be no appeal process.

4.7.7. The final determination of the protest will:

- 4.7.7.1. Find the protest lacking in merit and uphold HCA's action; or
- 4.7.7.2. Find only technical or harmless errors in HCA's acquisition process and determine HCA to be in substantial compliance and reject the protest; or
- 4.7.7.3. Find merit in the protest and provide options to the HCA Director, which may include:
 - 4.7.7.3.1. Correct the errors and re-evaluate all Proposals; or
 - 4.7.7.3.2. Issue a new solicitation document and begin a new process; or
 - 4.7.7.3.3. Make other findings and determine other courses of action as appropriate.

If the protest is not successful, HCA will enter into a contract with the ASB(s), assuming the parties reach agreement on the contract's terms.

5. RFP EXHIBITS

Exhibit A	Certifications and Assurances
Exhibit B	Diverse Business Inclusion Plan
Exhibit C	Executive Order 18-03
Exhibit D	Service Contract Format including General Terms and Conditions (GT&Cs)

EXHIBIT A
CERTIFICATIONS AND ASSURANCES

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract:

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of 120 days following receipt, and it may be accepted by HCA without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 120-day period.
4. In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. If there are exceptions to these assurances, I/we have described them in full detail on a separate page attached to this document.
5. I/we understand that HCA will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of HCA, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by him/her prior to opening, directly or indirectly, to any other Bidder or to any competitor.
7. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
8. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
9. I/we grant HCA the right to contact references and other, who may have pertinent information regarding the ability of the Bidder and the lead staff person to perform the services contemplated by this RFP.
10. If any staff member(s) who will perform work on this contract has retired from the State of Washington under the provisions of the 2008 Early Retirement Factors legislation, his/her name(s) is noted on a separately attached page.

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

On behalf of the Bidder submitting this proposal, my name below attests to the accuracy of the above statement. *If electronic, also include:* We are submitting a scanned signature of this form with our proposal.

Signature of Bidder

Title

Date

Exhibit B

DIVERSE BUSINESS INCLUSION PLAN

Do you anticipate using, or is your firm, a State Certified Minority Business? Y/N

Do you anticipate using, or is your firm, a State Certified Women's Business? Y/N

Do you anticipate using, or is your firm, a State Certified Veteran Business? Y/N

Do you anticipate using, or is your firm, a Washington State Small Business? Y/N

If you answered No to all of the questions above, please explain:

Please list the approximate percentage of work to be accomplished by each group:

Minority ___%

Women ___%

Veteran ___%

Small Business ___%

Please identify the person in your organization to manage your Diverse Inclusion Plan responsibility.

Name: _____

Phone: _____

E-Mail: _____

Exhibit C
Contractor Certification
Executive Order 18-03 – Workers’ Rights
Washington State Goods & Services Contracts

Pursuant to the Washington State Governor’s Executive Order 18-03 (dated June 12, 2018), the Washington State Health Care Authority is seeking to contract with qualified entities and business owners who certify that their employees are not, as a condition of employment, subject to mandatory individual arbitration clauses and class or collective action waivers.

Solicitation No.:

RFP#

I hereby certify, on behalf of the firm identified below, as follows (check one):

- NO MANDATORY INDIVIDUAL ARBITRATION CLAUSES AND CLASS OR COLLECTIVE ACTION WAIVERS FOR EMPLOYEES.** This 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.

or

- MANDATORY INDIVIDUAL ARBITRATION CLAUSES AND CLASS OR COLLECTIVE ACTION WAIVERS FOR EMPLOYEES.** This firm requires its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

I hereby certify, under penalty of perjury under the laws of the State of Washington, that the certifications herein are true and correct and that I am authorized to make these certifications on behalf of the firm listed herein.

Firm Name: _____
Name of Contractor/Bidder – Print full legal entity name of firm

By: _____
Signature of authorized person

Print Name of person making certifications for firm

Title: _____
Title of person signing certificate

Place: _____
Print city and state where signed

Date: _____

Exhibit D

Attached separately and incorporated by reference.