
Solicitation Standards

This document contains important information for Proposers applicable to the solicitation documents administered by the Washington State Health Care Authority.

This information applies directly, and is incorporated by reference, into the solicitation and contracts resulting from this solicitation. As such, Proposers do not need to attach this document with their response to the solicitation.

It is the responsibility of the Proposer to read and fully understand the details of all items contained herein prior to Proposal submittal.

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1. DEFINITIONS

This section contains definitions of terms commonly used in Solicitations conducted by the Washington State Health Care Authority (HCA). Additional definitions may also be found in [Chapter 39.26 RCW](#) and [WAC 200-300](#), and all terms contained herein will be read consistently with those definitions.

Acceptance	The materials, supplies, services, and/or equipment that have passed an appropriate Inspection. In the event that there is a formal Acceptance Testing period required in the Solicitation document then acceptance is formalized in writing. If there is no Acceptance Testing, acceptance may occur when the Products are delivered and inspected.
Agency	The Washington State Health Care Authority (HCA).
Amendment	A change to a legal document. For the purposes of a Solicitation document, an amendment shall be a unilateral change issued by the HCA, at its sole discretion.
Authorized Representative	An individual designated by the Bidder to act on its behalf with the authority to legally bind the Bidder concerning the terms and conditions set forth in Solicitation and Proposal documents.
Bid	A sealed written offer to provide materials, supplies, services, and/or equipment in reply to an Invitation For Bid (IFB).
Bidder	A Vendor who submits a Bid or Proposal in reply to a Solicitation.
Business Days	Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the state of Washington, unless otherwise specified within the Solicitation document.
Calendar Days	Consecutive days of the year including weekends and holidays, each of which commence at 12:00:01 a.m. and end at Midnight, Pacific Time. When “days” are not specified, Calendar Days shall prevail.
Contract	An agreement, or mutual assent, between two or more competent parties with the elements of the agreement being offer, acceptance, and consideration.
Contract Administrator	The person designated to manage the resultant Contract for the HCA. The primary contact for the HCA with Purchasers and Contractor on a specific Contract.
Contractor	Individual, company, corporation, firm, or combination thereof with whom the HCA develops a Contract for the procurement of materials, supplies, services, and/or equipment. It shall also include any Subcontractor retained by Contractor as permitted under the terms of the Contract.
Inspection	An examination of delivered material, supplies, services, and/or equipment prior to Acceptance aimed at forming a judgment as to whether such delivered items are what was ordered, were properly delivered and ready for Acceptance. Inspection may include a high level visual examination or a more thorough detailed examination as is customary to the type of purchase, as set forth in the solicitation document and/or as agreed between the parties. Inspection may be acknowledged by an authorized signature of the Purchaser.

Invitation For Bids (IFB)	A method used to solicit Bids and any amendments thereto issued in writing by the HCA. Specifications and qualifications are clearly defined.
Procurement Coordinator	The individual authorized by the HCA who is responsible for conducting a specific Solicitation.
Proposal	A sealed written offer to perform a Contract to supply materials, supplies, services, and/or equipment in reply to a Request For Proposals (RFP).
Proposer	A Vendor who submits a Bid or Proposal in reply to a Solicitation.
RCW	Revised Code of Washington
Request For Proposals (RFP)	The form utilized to solicit Proposals in the formal, sealed Bid procedure and any amendments thereto issued in writing by the HCA. The specifications and qualification requirements are written in an outcome based form allowing for consideration of a broad range of different solutions to meet the procurement need.
Responsible	The ability, capacity, and skill to perform the Contract or provide the service required, including, but not limited to the character, integrity, reputation, judgment, experience, and efficiency of the Bidder; Further considerations may include, but are not limited to whether the Bidder can perform the contract within the time specified, the quality of performance of previous contracts or services, the previous and existing compliance by the Bidder with laws relating to the contract or services and such other information as may be secured having a bearing on the decision to award the contract:
Responsive	A Bid or Proposal that meets all material terms of the Solicitation document.
Response	A Bid or Proposal
Solicitation	The process of notifying prospective Bidders that the HCA desires to receive competitive Bids or Proposals for furnishing specified materials, supplies, services, and/or equipment. Also includes reference to the actual documents used for that process, including: the Invitation For Bids (IFB) or Request For Proposals (RFP), along with all attachments and exhibits thereto.
Subcontractor	A person or business that is, or will be, providing or performing an essential aspect of the Contract under the direction and responsibility of the Contractor and with the agreement of the HCA.
Vendor	A provider of materials, supplies, services, and/or equipment.
WAC	Washington Administrative Code
Washington's Electronic Business Solution (WEBS)	The Vendor registration and Bidder notification system maintained by the Washington State Department of General Administration located at: https://fortress.wa.gov/ga/webs/ .

2. ADMINISTRATION OF CONTRACT

Following award, the HCA will maintain Contract information and pricing. The Contract prices are the maximum price Contractor can charge.

The awarded Contractor may propose a revision to its offerings to reflect changed Services appropriate to the scope of the Contract, and may propose such new Services with associated prices to the HCA Contract Administrator for approval. The Contract Administrator has the sole discretion in approval of addition of revised offerings and pricing. New or changed Services proposed by Contractor must meet the requirements established in the solicitation document or subsequent revisions. If approved by the HCA, the new Services will be added to the Contract by written amendment.

3. AMERICAN WITH DISABILITIES ACT

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

4. AUTHORITY TO BIND HCA

The HCA Director and the Director's designees are the only persons who may legally commit HCA to the expenditures of funds under contracts or amendments to the contract resulting from this RFP. The Contractor shall not incur, and HCA shall not pay, any costs incurred before a contract or any subsequent amendment is fully executed.

5. COST OF RESPONSE PREPARATION

The HCA will not reimburse Proposers for any costs associated with preparing or presenting a Response to this solicitation.

6. COMPLAINT PROCESS

A potential Bidder may submit a complaint regarding this RFP. Grounds for the complaint must be based on at least one (1) of the following:

- The procurement unnecessarily restricts competition.
- The procurement evaluation or scoring process is unfair or flawed.
- The procurement requirements are inadequate or insufficient to prepare a response.

The complaint must be submitted in writing to the RFP Coordinator by the Complaints Deadline. The complaint may not be raised again during the protest period.

The complaint must contain ALL of the following:

- The complainant's name, name of primary point of contact, mailing address, telephone number, and e-mail address (if any).
- A clear and specific statement articulating the basis for the complaint.
- A proposed remedy.

HCA will send a written response to the complainant before the deadline for Proposal submissions. This is the sole and exclusive process for submitting any complain regarding the RFP and for HCA to resolve any such complaint. The complainant does not have the right to an adjudicative proceeding or

to any other type of formal “hearing.” The submission of complaint, and any HCA action on any such complaint, is not subject to or governed by the

Administrative Procedure Act. The response will explain HCA’s decision and steps it will take in response to the complaint (if any). The complaint and the response, including any changes to the solicitation that may result, will be posted on WEBS.

7. CONDITIONAL SALES CONTRACT

The State may not enter into a conditional sales contract, unless the contract can be cancelled for non-allocation of funds by the legislature, with no penalty to the State.

8. IN-STATE PREFERENCE/RECIPROCITY

Pursuant to RCW 39.26.270 and WAC 200-300, the Department of Enterprise Services has established a schedule of percentage increases to be added to Response from Vendors in states that grant a preference to Contractors located in their state or for goods manufactured in their state. The percentages related to each respective state are provided in the Reciprocity List located at <http://www.des.wa.gov/services/ContractingPurchasing/Pages/ReciprocalPreference.aspx> and apply only to Response received from those states listed.

At the discretion of the HCA, the appropriate percentage may be added to each Response bearing the address from a state with in-state preferences rather than subtracting a like amount from Washington State Vendors. This action will be used only for analysis and Award purposes. In no instances shall the increase be paid to a Proposer whose Response is accepted and awarded a Contract.

9. INSURANCE

The Successful Proposer is required to obtain insurance to protect the State should there be any claims, suits, actions, costs, or damages or expenses arising from any negligent or intentional act or omission of the Proposer or its Subcontractor(s), or their agents, while performing work under the terms of any Contract resulting from this solicitation. Proposers will find a complete description of the specific insurance requirements in the proposed contract terms in the Model Contract located in the Solicitation document.

10. MINORITY AND WOMEN OWNED AND VETERAN OWNED BUSINESS ENTERPRISES

In accordance with the legislative findings and policies set forth in [RCW 39.19](#), , and RCW 43.60A.200 and 39.22.240, the state of Washington encourages participation in all of its Contracts by veteran-owned business enterprises and Minority- & Women-Owned Business Enterprises (MWBE), either self-identified or certified by, respectively, the Department of Veterans Affairs or the Office of Minority & 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 RFP or as a subcontractor to a contractor. However, no preference will be given in the evaluation of Proposals, no minimum level of MWBE or veteran-owned business participation shall be required, and Proposals will not be evaluated, rejected or considered non-responsive on that basis. Bidders may contact the Office of Minority & Women’s Business Enterprises (OMWBE) at <http://www.omwbe.wa.gov/index.shtml> and/or the Department of Veterans Affairs at <http://www.dva.wa.gov/BusinessRegistry/default.aspx> to obtain information on certified firms for potential sub-contracting arrangements or for information on how to become certified.

11. MOST FAVORABLE TERMS

The 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 that the Proposer can offer. At its discretion, HCA reserves the right to request best and final offers from the RFP finalists.

12. NO COSTS OR CHARGES

Costs or charges under the proposed Contract incurred before the Contract is fully executed will be the sole responsibility of the Proposer.

13. NO OBLIGATION TO CONTRACT

HCA reserves the right and without penalty to reject, in whole or in part, any or all Proposals, to award no contract as a result of this RFP, to advertise for new Proposals, to abandon the need for such services; and to cancel or reissue this RFP prior to execution of a contract if it is in the best interest of HCA to do so, as determined by HCA in its sole discretion.

14. NON-ENDORSEMENT AND PUBLICITY

In selecting a Proposer to supply Products and/or Services to the HCA, the HCA is not endorsing the Proposer's Products or Services, nor suggesting that they are the best or only solution to its needs. By submitting a Response, Proposer agrees to make no reference to the HCA in any literature, promotional material, brochures, sales presentation or the like, regardless of method of distribution, without the prior review and express written consent of the HCA.

15. OWNERSHIP OF PROPOSALS

All Proposals and materials submitted in response to this RFP will become the property of HCA. The HCA will have the right to use ideas or adaptations of ideas that are presented in the Proposal. Selection or rejection of the offer will not affect this right.

16. PROPOSAL ACCEPTANCE PERIOD

Proposals providing less than one hundred twenty (120) calendar days for acceptance by HCA from the Proposal due date will be considered non-responsive and will be rejected. Proposals that do not address all areas requested by this RFP may be deemed non-responsive and may not be considered for a possible contract resulting from this RFP.

17. PROPOSAL CLARIFICATION

The HCA will make the sole determination of clarity and completeness in the Proposals to any of the provisions in this RFP. The HCA reserves the right to require clarification, additional information and materials in any form relative to any or all of the provisions or conditions of this RFP.

To aid in the Response evaluation process, after Response due date and time, the HCA may require individual Proposers to appear at a date, time and place determined by the HCA for the purpose of conducting discussions to determine whether both parties have a full and complete understanding of the nature and scope of contractual requirements. In no manner shall such action be construed as negotiations or an indication of the HCA's intention to award.

18. PROPOSER COMMUNICATION RESPONSIBILITIES

Proposers are responsible for the careful review of the requirements of the Solicitation document. Proposers will be responsible for communicating to the Procurement Coordinator any issues,

exceptions, additions or omissions concerning the solicitation on or before the Proposal due date and time. If requirements appear to prohibit or restrict the Proposer's participation, an explanation of the concern should be submitted in writing to the Procurement Coordinator as stated in the Schedule Section of the Solicitation document. The solicitation process may continue. If changes result, written amendments will be made by the Procurement Coordinator and provided by posting them on WEBS.

19. PROPOSER'S RESPONSIBILITIES

Proposers are solely responsible for:

1. Properly registering with the Department of Enterprise Services' "Washington's Electronic Business Solution" (WEBS) at <https://fortress.wa.gov/ga/webs/>
2. Maintaining an accurate Vendor profile in WEBS
3. Downloading the solicitation consisting of the RFP with all attachments and exhibits related to the solicitation for which you are interested in proposing; downloading all current and subsequent amendments to the solicitation

To ensure receipt of all solicitation documents, the RFP for this solicitation must be downloaded from WEBS. Notification of amendments to the solicitation may only be provided to those Vendors who have registered with WEBS and have downloaded the RFP from WEBS. Failure to do so may result in a potential Proposer having incomplete, inaccurate, or otherwise inadequate information, or a Proposer submitting an incomplete, inaccurate, or otherwise inadequate Proposal. Proposers and potential Proposers accept full responsibility and liability for failing to receive any amendments resulting from their failure to register with WEBS and download the RFP from WEBS, and hold the State of Washington harmless from all claims of injury or loss resulting from such failure.

Proposers are required to read and understand all information contained in the Solicitation.

20. PROPRIETARY OR CONFIDENTIAL INFORMATION

All Proposals submitted become the property of the HCA and a matter of public record, after the announcement of the apparent successful Proposer.

Any information contained in the Response that is proprietary or confidential must be clearly designated. Marking of the entire Response or entire sections of the Response as proprietary or confidential will not be accepted nor honored. The HCA will not honor designations by the Proposer where pricing is marked proprietary or confidential.

To the extent consistent with [Chapter 42.56 RCW](#), the Public Disclosure Act, the HCA shall maintain the confidentiality of Proposer's information marked confidential or proprietary. If a request is made to view Proposer's proprietary information, the HCA will notify Proposer of the request and of the date that the records will be released to the requester unless Proposer obtains a court order enjoining that disclosure. If Proposer fails to obtain the court order enjoining disclosure, the HCA will release the requested information on the date specified.

The State's sole responsibility shall be limited to maintaining the above data in a secure area and to notify Proposer of any request(s) for disclosure for so long as the HCA retains Proposer's information in the HCA records. Failure to so label such materials or failure to timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Proposer of any claim that such materials are exempt from disclosure.

21. RECEIPT OF INSUFFICIENT COMPETITIVE PROPOSALS

In the event that the HCA receives only one (1) responsive Proposal as a result of this RFP, the HCA reserves the right to either (a) select that Proposer as the Apparent Successful Proposer, (b) select an organization that did not submit a Proposal but that HCA, in its sole discretion, concludes best meets the needs of HCA; or (c) not award any contract at all.

22. RIGHT TO CANCEL

The HCA reserves the right to cancel or reissue all or part of this Solicitation at any time as allowed by law without obligation or liability.

23. RIGHT TO WITHDRAW AWARD

The HCA reserves the right to withdraw the letter of award if prior to executing the Contract a receiver is appointed to take possession of the Apparent Successful Proposer's assets, the Apparent Successful Proposer makes a general assignment for the benefit of creditors, or the Apparent Successful Proposer becomes insolvent or takes or suffers action under the federal Bankruptcy Act. In such event, HCA may, in its sole judgment, issue a letter of award to the second ranked Proposer second as a result of the Proposal evaluation.

24. SOLICITATION AMENDMENTS

Prior to submittal due date and time, the HCA reserves the right to change portions of this RFP. Any changes or corrections will be by one or more written amendment(s), dated, attached to or incorporated in and made a part of the solicitation document. All changes must be authorized and issued in writing by the Procurement Coordinator. If there is any conflict between amendments, or between an amendment and the RFP, whichever document was issued last in time shall be controlling. Only Proposers who have properly registered and downloaded the original solicitation directly via the WEBS system should receive notification of amendments and other correspondence pertinent to the procurement. It is the Proposer's responsibility to check WEBS for updates.

25. STATEWIDE VENDOR PAYMENT REGISTRATION

Contractors are encouraged to be registered in the Statewide Vendor Payment system, prior to submitting a request for payment under this Contract. The Washington State Department of Enterprise Services (DES) maintains a central contractor registration file for Washington State agencies to process contractor payments.

To obtain registration materials go to the Statewide/Vendor Payee Services (SWPS) website at <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>.

26. USE ONLY AMERICAN ENGLISH

The only language allowed for communications, documents, submittals in response to this RFP and all deliverables of the resulting contract shall be American English. Responses and communications made in grammatically poor English or oral communications that are difficult for the RFP Evaluation Team to understand may result in lower evaluated score.

27. WAIVERS

The HCA reserves the right, at its sole discretion, to waive specific terms and conditions contained in this RFP. It shall be understood by Proposers that the Proposal is predicated upon acceptance of all terms and conditions contained in this RFP, unless the Proposer has obtained such a waiver in writing

from HCA prior to submission of the Proposal. Such a waiver, if granted, will be granted to all Proposers.

28. WITHDRAWAL OR MODIFICATION OF PROPOSAL

Proposers are liable for all errors or omissions contained in their Responses.

After Proposal submittal but prior to Proposal opening: The Proposer's Authorized Representative may modify or withdraw his/her Proposal at any time prior to the due date and time set for Proposal opening by providing a written request to the Procurement Coordinator. After withdrawing a previously submitted Proposal, the Proposer may submit another Proposal at any time up to the Proposal due date and time.

If a Proposer has submitted more than one Proposal to the inbox specified in the Solicitation document, the last version submitted prior to the due date and time may be accepted as the Proposer's response, provided that a written request to withdraw a Proposal is received prior to the Proposal due date and time.

After Proposal opening: No Proposal shall be altered or amended following Proposal opening. The HCA may allow a Proposal to be withdrawn if the Proposer demonstrates that the prices were miscalculated. A low Proposer, who claims error and fails to enter into a contract with the HCA, may not participate in proposing on the same commodity or service if the solicitation is subsequently reissued by the HCA.

The HCA reserves the right to contact Proposer for clarification of Response contents.

29. WORKER'S COMPENSATION COVERAGE

The Awarded Contractor 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. Neither the state of Washington nor HCA will be held responsible in any way, for claims filed by the Awarded Contractor or their employees for service(s) performed under the terms of the contract awarded from this RFP.

30. PROTEST PROCEDURES

Protests shall be filed and resolved in accordance with following procedure:

A. Grounds for Protest:

Protests may be made after the HCA has announced the apparently successful Proposer and after the protesting Proposer has had a debriefing conference with the HCA. Protests may be made on only these grounds:

- Arithmetic errors were made in computing the score.
- The HCA failed to follow procedures established in the solicitation document or applicable state or federal laws or regulations.
- There was bias, discrimination, or conflict of interest on the part of an evaluator.

Protests not based on these grounds will not be considered. Protests will be rejected as without merit if 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.

B. Protest Form and Content:

A written protest must contain the facts and arguments upon which the protest is based and must be signed by a person authorized to bind the Proposer to a contractual relationship. At a

minimum, this must include:

- The name of the protesting Proposer, its mailing address and phone number, and the name of the individual responsible for submission of the protest.
- The RFP number and title.
- Specific and complete statement of the action(s) protested.
- Specific reference to the grounds for the protest.
- Description of the relief or corrective action requested.

Proposer may attach to their Protest any documentation the Proposer has to offer in support.

C. Protest Process:

1. Protests must be made in writing to the HCA and addressed to the HCA Contract Administrator. Protests must be submitted electronically via email to contracts@hca.wa.gov. The subject line of the email must contain the RFP number and title.
2. The protest letter must be signed by a person authorized to bind the Proposer to a contractual relationship.
3. The HCA must receive the written protest within five (5) business days after the debriefing conference.
4. The HCA will postpone further steps in the acquisition process until the protest has been resolved.
5. Upon HCA's receipt of a protest, a review and investigation will be conducted by a neutral party that had no involvement in the evaluation and award process. The reviewer will conduct an objective review of the Protest, based on the contents of the written Protest and the RFP and any amendments, the Proposals, all documents showing evaluation and scoring of the Proposals record and any other pertinent information and issue a decision within ten (10) Business Days of receipt of the protest, unless additional time is needed. If additional time is needed, the protesting Bidder will be notified of the delay.
6. In the event a protest may affect the interest of another Bidder that submitted a Proposal, such Bidder will be given an opportunity to submit its views and any relevant information on the protest to the Contract Administrator.
7. The HCA will resolve the protest in one of the following ways:
 - Find that the protest lacks merit and uphold its action.
 - Find only technical or harmless errors in the acquisition process, determining the HCA to be in substantial compliance, and rejecting the protest; or
 - Find merit in the protest and provide one of the following options:
 - Correcting errors and reevaluating all proposals;
 - Reissuing the solicitation document; or
 - Making other findings and determining other courses of action as appropriate.
8. The HCA protest decision is final.