



STATE OF WASHINGTON HEALTH CARE AUTHORITY

REQUEST FOR PROPOSALS (RFP)

RFP NO. 2474

PROJECT TITLE: Face to Face Interpreter Services

PROPOSAL DUE DATE: February 8, 2018

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

ESTIMATED TIME PERIOD FOR CONTRACT: July 1, 2018 to June 30, 2020

The Health Care Authority reserves the right to extend the contract for up to three additional two-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.

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1 INTRODUCTION

1.1 PURPOSE AND BACKGROUND

The Washington State Health Care Authority, hereafter called “HCA,” is initiating this Request for Proposals (RFP) to solicit firms interested in providing Face-to-Face Interpreting service to eligible HCA and Department of Social and Health Services (DSHS) Clients who are Limited English Proficient (LEP), Deaf and Blind, and Deaf and Hard of Hearing.

During the 2002 legislative session, the passage of Senate Bill 6832 granted the Department of Social and Health Services (DSHS) authority to contract for Interpreter Services using a broker contracting model. The broker model established a gatekeeper function to ensure Spoken Language Interpreter Services Requested by medical providers are scheduled and reimbursed for appropriately.

Under this model, DSHS contracted with brokers, who in turn contracted with language agencies that contracted with Interpreters.

During the 2009 legislative session, Engrossed Substitute Senate Bill 6726 was passed. The Governor is now the public employer of language access providers solely for the purposes of collective bargaining and as expressly limited under RCW 41.56.510 (2) and (3). It also allows language access providers the ability to collectively bargain with the Governor over economic compensation, professional development and training, labor management committees and grievance procedures. A copy of the Collective Bargaining Agreement (CBA) between the state and the Union can be found at:

https://www.ofm.wa.gov/sites/default/files/public/legacy/labor/agreements/17-19/nse_lap.pdf

The awarded Contractor is expected to abide by all terms of the CBA as currently existing or as hereafter amended and any successor CBA. The Union filed a demand to bargain in January 2012, bargaining mandatory subjects with regard to Interpreters that are working face-to-face, VRI and telephonic modalities. The mandatory subjects of bargaining are limited solely to: (1) economic compensation, such as manner and rate of payments; (2) professional development and training; (3) labor-management committees; and (4) grievance procedures. The awarded Contractor is expected to review the collective bargaining periodically and be aware of the terms of the CBA at all times.

In 2011 the Washington State Medicaid (formerly part of DSHS) program and HCA merged together in a single state Agency called the Health Care Authority (HCA). The passage of House Bill 1738 transferred the powers, duties, and functions of DSHS pertaining to the medical assistance program (including the Interpreter Services program) to HCA.

1.2 OBJECTIVES AND SCOPE OF WORK

HCA seeks responses to this RFP from firms qualified to provide Interpreter Services in Spoken and American Sign Languages for Face to Face, appointments.

HCA's Interpreter Services program is currently operating statewide under a contract with one (1) Contractor.

The awarded Contractor will arrange Interpreter Services access to covered medical services for Apple Health Medicaid eligible Clients and for DSHS Authorized Requestors at DSHS social service appointments by contracting with Interpreters in accordance with Exhibit C, Draft Sample Contract.

HCA's funding for the Interpreter Services program is primarily provided through state and matching federal funds (Title XIX of the federal Social Security Act).

The awarded Contractor must have policies and procedures in place and at a minimum include: authorizing, scheduling, managing and making payments for all Interpreter Services as described in Exhibit C, Draft Sample Contract. The Contractor(s) will be responsible for payment and all things incidental to the payment of Interpreter Services such as collection and payment of Union dues furnished through direct contracts with the Interpreters.

HCA intends to award one (1) contract to provide the services described in this RFP.

1.3 MINIMUM QUALIFICATIONS

The following are the minimum qualifications for Bidders:

- 1.3.1 Licensed to do business in the State of Washington or provide a commitment that it will become licensed in Washington within thirty (30) calendar days of being selected as the Apparently Successful Bidder.
- 1.3.2 Bidder must have the ability to provide Face-to-Face interpretation with DSHS certified, authorized, or recognized interpreters through, either direct contracts, or subcontracts.
- 1.3.3 Bidder must have the ability to provide Face-to-Face interpretation with RID certified ASL interpreters, through either direct contracts, or subcontracts,
- 1.3.4 Bidder must have the ability to develop a Customer Services Center and be operational upon the execution date of the contract; and
- 1.3.5 Bidder must develop and provide an HCA approved web based scheduling system for providers and interpreters
- 1.3.6 The successful Bidder(s) must apply for a National Provider Identification (NPI) number and must complete registration with Washington State's Medicaid Management Information System (MMIS) called "ProviderOne".

1.4 FUNDING

Based upon the legislative forecast budget, the HCA Interpreter Services administrative budget for the initial two (2) years of the contract period is two million nine hundred fifty-eight thousand two hundred and fifty-two dollars (\$2,958,252.00) with approximately one million sixty-two thousand and seven (1,062,007) Interpreter Service Encounters forecasted to be completed for HCA and DSHS appointments during this same time period. Proposals in excess of \$2,958,252.00 will be considered non-responsive and will not be evaluated.

The Contractor(s) will be required to invoice HCA through the Medicaid payment system ProviderOne, including some travel expenses, and then pay direct Service Costs to the Interpreters. The manner and rate of payment, such as direct Service Costs expenditures for spoken language access providers as defined in RCW 41.56.030(11) is determined by the CBA bargaining process. The manner and rate of payment for American Sign Language (ASL) interpreters are defined by the certification and requirements of the Office of Deaf and Hard of Hearing (ODHH).

The DSHS Office of Deaf and Hard of Hearing (ODHH) determines the manner and rate of pay for American Sign Language (ASL) interpreters through the HCA contract. The CBA bargaining process does not cover ASL interpreters.

At HCA's sole discretion, ASL Interpreter requests may be removed at any time during the term of the awarded contract,

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

1.5 PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or around July 1, 2018 and to end on June 30, 2020. 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 up to three (3) two (2) year periods.

1.6 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.

1.7 DEFINITIONS

Definitions for the purposes of this RFP include:

“Administrative Costs” means the Contractor’s costs of operations (salaries, accounting, information technology, supplies, utilities etc.), not including expenses or payment to Interpreters for direct services. Does not include Service Costs.

“Apparently Successful Bidder (ASB)” – The bidder selected as the entity to perform the anticipated services, subject to completion of contract negotiations and execution of a written contract.

“Appointment Record” means the electronic or paper form used by the Requestor, the Interpreter, and the Contractor to record and track an interpretation Encounter. This form will be provided to the Apparently Successful Bidder by HCA.

“American Sign Language” means the visual language of the Deaf community in the United States. American Sign Language requires the use of facial expressions, hand shapes, body language, and gestures. ASL includes its own syntax and grammar structure that is different from English and any other spoken or foreign language.

“Authorized Representative” means a person to whom signature authority has been delegated in writing acting within the limits of his/her authority.

“Authorized Requestor” or “Requestor” means HCA contracted healthcare providers who have signed a core provider agreement, Department of Social and Health Services (DSHS) staff, HCA Interpreter Service program managers, or other state agency authorized personnel.

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

“Client/Clients” means any person determined eligible for, and/or receiving state covered Medicaid services as authorized by the Agency.

“Code of Federal Regulations” (CFR) means the codification of the general and permanent rules published in the Federal Register by the executive departments and agencies of the Federal Government.

“Code of Professional Conduct” or “Language Interpreter and Translator Code of Professional Conduct” means DSHS-established performance standards met by Interpreters and translators when providing language services to DSHS programs and Clients, which is found in Exhibit D,

Interpreter Code of Ethics.

“Confidential Information” means information that may be exempt from disclosure to the public or other unauthorized persons under chapter 42.56 RCW or chapter 70.02 RCW or other state or federal statutes or regulations. Confidential information includes, but is not limited to, any information identifiable to an individual that relates to a natural person’s health, (see also Protected Health Information); finances, education, business, use or receipt of governmental services, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and any other identifying numbers, law enforcement records, HCA source code or object code, or HCA or State security information.

“Contractor” means the Contractor, its employees and agents. Contractor includes any firm, provider, organization, individual or other entity performing services under this Contract. It also includes and Subcontractor retained by Contractor as permitted under the terms of this Contract.

“Customer Services Center” means the Contractor(s) primary office or business location used to station staff to process, schedule, assign, and manage Requests for interpreting services.

“Direct Costs” means as defined by the State Administrative and Accounting Manual (SAAM) as costs that include direct materials and labor.

“Encounter” means an Interpreter Service appointment, scheduled by the Contractor at the Request of the Requestor, which has been completed by the Interpreter.

“HCA” – The Health Care Authority, an executive agency of the state of Washington that is issuing this RFP.

“Indirect Costs” as defined by State Administrative and Accounting Manual (SAAM) as costs that cannot be directly charged to an activity (e.g. depreciation and other administrative and support costs).

“Interpreter” means individual who transfers a message from one language to another:

“Interpreter Services Program” means the HCA program established to assist providers to meeting equal access to services for Medicaid eligible clients by providing Spoken and Sign Language Interpreter Services to Authorized Requestors

“Key Personnel” means individuals employed by the Contractor who occupy the position of manager, Contract representative, or contact person or equivalent for the Contractor.

“Language Testing and Certification Program (LTC)” means the section within DSHS that is responsible for the administration of testing and certification in foreign languages for DSHS employees, contracted Interpreters and translators.

“Medicaid” as defined in WAC 182-500-0070, means the federal aid Title XIX program of the Social Security Act under which medical care is provided to eligible Clients.

“National Association of the Deaf (NAD)” means a national membership association that previously administered testing for certification of Sign Language Interpreters. NAD testing was replaced by the joint NAD-RID development of the National Interpreting Certification (NIC) testing system. NAD certified Interpreters have been incorporated into RID’s Certification Maintenance Program and their credentials are maintained by RID <http://rid.org/>.

“National Provider Identification (NPI)” means a federal system used by HCA for uniquely identifying all Medicaid providers of healthcare services, supplies, and equipment.

“National Interpreting Certification (NIC)” means new interpreting certifications with three levels

developed by the joint NAD-RID Task Force. Testing is administered by RID <http://rid.org/>.

“Proposal” means a formal offer submitted in response to this solicitation.

“ProviderOne” means the state’s Medicaid Management Information System that manages and maintains all Apple Health Medicaid eligible clients and Medicaid billable servicers.

“Registry of Interpreters for the Deaf (RID)” means a national membership association that administers testing for certification of Sign Language Interpreters. RID testing for RID certification was replaced by the joint NAD-RID development of the National Interpreting Certification (NIC) testing. RID certified Interpreters are grandfathered into the NIC certification system.

“Request” means each contact by a Requestor with the Contractor seeking an Interpreter for a specific language, date and time:

“Denied Request” means any Request for Interpreter Services that is not within the scope of this Contract and is denied at the time of the Request.

“Filled Request” means the status of a Request once a specific Interpreter has been assigned.

“Urgent Request” means Interpreter Services which are Requested with less than one (1) day notice and/or after the Contractor’s regular business hours, which cannot wait for a response until the next regular business day of the Contractor.

“Pending Request” means the status of a Request until a specific Interpreter has been assigned to the appointment.

“Unfilled Request” means any Request for Interpreter Services that is within the scope of this Contract but remains unfilled after the Requested appointment time.

“Request for Proposals (RFP)” means a 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.

“Service Cost” means the actual total cost (Interpreter Service payment, mileage, and other expense reimbursement) of providing Interpreter Services. Does not include Administrative costs.

“Spoken Language Interpreter” means an individual who facilitates communication between individuals who speak different languages; Spoken Language Interpreter listens to the spoken words, inflections, and intent in one (1) language and simultaneously or consecutively renders the message to another Spoken Language.

“Subcontractor” means a person or entity that is not in the employment of the Contractor, who is performing all or part of the business activities under this Contract under a separate contract with Contractor. The term “Subcontractor” means subcontractor(s) of any tier.

“Department of Social and Health Services” or “DSHS” means the Washington State agency responsible for providing a broad array of social services and its employees and authorized agents.

“Translation” means written interpretation of a document from one language to another.

“Union” means the Washington Federation of State Employees, AFSCME, Council 28, AFL-CIO in accordance with the provisions of RCW 41.56.

“Urgent care” means an unplanned appointment for a covered medical service with verification from an attending physician or facility that the Client must be seen that day or the following day.

1.8 ADA

HCA complies with the Americans with Disabilities Act (ADA). Bidders may contact the RFP Coordinator to receive this Request for Proposals 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	Andria Howerton
E-Mail Address	contracts@hca.wa.gov
Mailing Address	PO Box 42702 Olympia, WA 98504-2702
Email	contracts@hca.wa.gov

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	December 18, 2017
Letter of Intent and Questions Due	January 3, 2018
Answers Posted	January 8, 2018
Proposals Due	February 8, 2018
Evaluate Proposals	February 8, 2018 - February 22, 2018
Conduct Oral Interviews with Finalists, if required	March 5, 2018 – March 6, 2018
Announce “Apparently Successful Bidder” and send notification via e-mail to unsuccessful Bidders	March 12, 2018
Debrief Request Deadline	March 15, 2018
Contract Start Date	July 1, 2018

HCA reserves the right to revise the above schedule.

2.3 LETTER OF INTENT TO PROPOSE (MANDATORY)

To be eligible to submit a Proposal, a Bidder must submit a Letter of Intent to Propose by emailed to the RFP Coordinator, listed in Section 2, and must be received no later than the date and time stated in the Procurement Schedule, Section 2.2. The subject line of the email must include the following: [Procurement #] – Letter of Intent to Propose – [Your entity's name].

The Letter of Intent to Propose may be attached to the email as a separate document, in Word or PDF, or the information may be contained in the body of the email, if preferred.

Information in the Letter of Intent to Propose should be placed in the following order:

- 2.3.1 Bidder's Organization Name;
- 2.3.2 Bidder's authorized representative for this Procurement (This representative will also be named the authorized representative identified in the Bidder's Proposal);
- 2.3.3 Title of authorized representative;
- 2.3.4 Address, Telephone number, and Email address;
- 2.3.5 Statement of intent to propose; and
- 2.3.6 A statement of how you meet ALL of the Minimum Requirements specified in this section.

HCA may use the Letters of Intent to Propose as a pre-screening to determine whether Minimum Qualifications are met.

2.4 SUBMISSION OF PROPOSAL

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.

2.5 PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

Proposals submitted in response to this competitive procurement will become the property of HCA. All proposals received will remain confidential until the Apparently 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 the provisions of chapter 42.56 RCW, or other state or federal law that provides for the nondisclosure of your 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.

2.6 REVISIONS TO THE RFP

In the event it becomes necessary to revise any part of this RFP, addenda will be provided 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). The website can be located 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.

2.7 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 Rules included or referenced in the contract documents will apply.

2.8 ACCEPTANCE PERIOD

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

2.9 COMPLAINT PROCESS

- 2.9.1 Vendors may submit a complaint to HCA based on any of the following:
 - 2.9.1.1 The solicitation unnecessarily restricts competition;
 - 2.9.1.2 The solicitation evaluation or scoring process is unfair; or
 - 2.9.1.3 The solicitation requirements are inadequate or insufficient to prepare a response.
- 2.9.2 A complaint may be submitted to HCA at any time prior to five business days before the bid response deadline. The complaint must meet the following requirements:
- 2.9.3 The complaint must be in writing;
- 2.9.4 The complaint must be sent to the RFP Coordinator in a timely manner;
- 2.9.5 The complaint should clearly articulate the basis for the complaint; and
- 2.9.6 The complaint should include a proposed remedy.
- 2.9.7 The RFP Coordinator will respond to the complaint in writing. The response to the complaint and any changes to the solicitation will be posted on WEBS. The Director of HCA will be notified of all complaints and will be provided a copy of HCA's response. The complaint may not be raised again during the protest period. HCA's action or inaction in response to the complaint will be final. There will be no appeal process.

2.10 RESPONSIVENESS

All proposals will be reviewed by the RFP Coordinator to determine compliance with administrative requirements and instructions specified in this RFP. The Bidder is specifically notified that 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.

2.11 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 does 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 assist in determining the ASB(s).

The Apparently Successful Bidder 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.

2.12 CONTRACT GENERAL TERMS AND CONDITIONS

The Apparently Successful Bidder 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 C. In no event is a Bidder to submit its own standard contract terms and conditions in response to this solicitation. The Bidder may submit exceptions as allowed in the Certifications and Assurances form, Exhibit A to this solicitation. All exceptions to the contract terms and conditions must be submitted as an attachment to Exhibit A, Certifications and Assurances form. If the Bidder fails to identify or object to any particular term or condition, that term or condition will be deemed agreed to by the Bidder, and will not be further discussed by HCA. HCA reserves the right to discuss any Bidder proposed change to terms or conditions and to clarify and supplement such proposal.

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.

2.13 COST 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 to responding to this RFP.

2.14 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.

2.15 NO OBLIGATION TO CONTRACT

This RFP does not obligate the state of Washington or HCA to contract for services specified herein.

2.16 REJECTION OF PROPOSALS

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

2.17 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.

2.18 ELECTRONIC PAYMENT

The state of Washington prefers to utilize electronic payment in its transactions. The Apparently Successful Bidder will be provided a form to complete to authorize such payment method.

2.19 INSURANCE COVERAGE

As a requirement of the resultant contract, the Apparently Successful Bidder 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.

2.19.1 Liability Insurance

2.19.2 Commercial General Liability Insurance: ASB shall 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.

2.19.3 Business Auto Policy: As applicable, the ASB shall 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.

2.19.4 Employers Liability ("Stop Gap") Insurance

In addition, the ASB shall 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.

2.19.5 Cyber-Liability Insurance

Cyber Liability Insurance covering claims involving infringement of intellectual property, including infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy must provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Limits must be not less than:

2.19.6 Information Security & Privacy Liability: \$2,000,000.

2.19.7 Privacy Notification: \$500,000

2.19.8 Regulatory Defense and Penalties: \$2,000,000

2.19.9 Website Media Content Liability: \$2,000,000

2.19.10 Cyber Extortion Loss: \$2,000,000

2.19.11 Data Protection Loss and Business Interruption Loss: \$2,000,000

2.19.12 Additional Provisions

Above insurance policy must include the following provisions:

2.19.12.1 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.

2.19.12.2 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.

2.19.12.3 Identification. Policy must reference the state's contract number and the Health Care Authority.

2.19.12.4 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.

2.19.13 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.

2.19.14 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

3.1 Proposal Format (MANDATORY)

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

- 3.1.1 Letter of Submittal, including signed Certifications and Assurances (Exhibit A to this RFP);
- 3.1.2 Exhibit E, Technical and Management Proposal;
- 3.1.3 Exhibit F, Cost Proposal;
- 3.1.4 Diverse Business Inclusion Plan (Exhibit B to this RFP).

Proposals must provide information in the same order as presented in this document with the same headings. Supplemental documents will not be accepted.

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.

3.2 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:

- 3.2.1 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.
- 3.2.2 Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.).
- 3.2.3 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.
- 3.2.4 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 Apparently Successful Bidder.
- 3.2.5 Location of the facility from which the Bidder would operate.
- 3.2.6 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.

- 3.2.7 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.
- 3.2.8 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.
- 3.2.9 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 exception 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.

3.3 MANDATORY SCOPE (MANDATORY)

Bidders must describe in detail how they meet or how they will be able to meet the below Mandatory Scope requirements. Failure to demonstrate how the Bidder meets any of the below Mandatory Scope Requirements may be considered non-responsive and be the basis for disqualification of the proposal at HCA's discretion.

3.3.1 Customer Service Requirements

- 3.3.1.1 Provide staff to process, schedule, assign, and manage Requests utilizing web-based/online technology Sunday through Saturday twenty-four (24) hours a day and seven (7) days a week. See Exhibit C, Sample Contract, Statement of Work, B. Customer Service Requirements.
- 3.3.1.2 Accommodate Requests via email, telephone or facsimile transmission technologies during business days and hours, Monday through Friday, 8:00 a.m. to 5:00 p.m. Pacific Time.
- 3.3.1.3 Provide a local and toll-free number for Requesting Interpreter Services.
- 3.3.1.4 Provide staff and telephone lines to achieve ninety percent (90%) of all incoming customer service calls, including hearing-impaired system calls, to be answered within thirty (30) seconds.
- 3.3.1.5 An answering service or system may be used when offered as an option to the Requestor; however, Requestors must be given the option of staying in queue to reach a staff person during regular business hours.
- 3.3.1.6 Remit amounts due to Interpreters no later than fifteen (15) business days after receipt of the payment for Interpreter Services from HCA and seven (7) business days from DSHS.

- 3.3.1.7 Utilize and complete the state's Appointment Record Form either electronically or in paper for all Appointments. The Appointment Record Form will be made available on the Contractors website to Requestors and Interpreters.
- 3.3.1.8 Upon receipt of a Request from a Requestor, or from HCA staff, schedule Interpreter Services in conjunction with the Client's health care appointment.
- 3.3.1.9 Verify the Requestor is an enrolled HCA Medicaid participating provider.
- 3.3.1.10 Ensure and document that subcontracted Interpreters:
 - 3.3.1.10.1 Sign and comply with Exhibit D, Interpreter Code of Ethics.
 - 3.3.1.10.2 Adhere to Health Insurance Portability and Accountability Act (HIPAA) requirements, as set forth in the General Terms and Conditions of Exhibit C, Sample Contract.
 - 3.3.1.10.3 Spoken Language Interpreters are DSHS Authorized, Certified, or Recognized (per DSHS database listings), or have other Interpreter certifications deemed to meet DSHS standards.
 - 3.3.1.10.4 Sign Language Interpreters are RID certified, consistent with industry standards,
 - 3.3.1.10.5 Adhere to the RID-NAD Code of Professional Conduct.
- 3.3.1.11 Have a valid Washington State Unified Business Identifier (UBI) number or tax registration number.
- 3.3.2 Response Timeframes
 - 3.3.2.1 Accept and process Requests for Interpreter Services at least two (2) business days in advance of a scheduled appointment when requested Monday through Friday, excluding all legal holidays.
 - 3.3.2.2 Accept and process request for Interpreter Services when requested with less than two (2) business days' notice in advance for an Urgent Care appointment.
 - 3.3.2.3 Accept and process on-demand/Urgent Requests interpreter service requests if necessary.
- 3.3.3 HCA Pre-Appointment Review and Verification
 - 3.3.3.1 Verify at the time of the request, and at least two (2) business days prior to an appointment, the Clients eligibility by one (1) of the following methods:
 - 3.3.3.1.1 Verify eligibility from the downloaded eligibility data files supplied by HCA; or

- 3.3.3.1.2 Other appropriate sources such as:
 - 3.3.3.1.2.1 Medical Eligibility Verification from HCA's Medicaid Management Information System (MMIS) ProviderOne;
 - 3.3.3.1.2.2 Documentation from an authorized HCA Representative.
- 3.3.3.2 Verify Urgent Requests for Client's Medicaid eligibility at the time of the request by one of the methods in 3.3.3.1.
- 3.3.3.3 Verify Non-Urgent appointments are still scheduled as Requested at least twenty-four (24) hours prior to the schedule appointment.
- 3.3.3.4 Verify the health care services to be provided during the appointment are covered by HCA utilizing ProviderOne data, or would be covered if they were billed to HCA.
- 3.3.3.5 Verify the health care provider has a valid NPI
- 3.3.4 Collective Bargaining Agreement (CBA)
 - 3.3.4.1 Adhere to the terms and conditions of the most current CBA.
 - 3.3.4.2 Collect Union dues and/or fees from union bargaining Interpreters and remit the dues and/or fees to the Washington Federation of State Employees.
 - 3.3.4.3 Provide to the Union a report each month in an electronic format with the data listed in Exhibit C, Sample Contract, Section 3.6. CBA requirements, listing each Interpreter in the bargaining unit who was paid through the Contractor.
 - 3.3.4.4 Verify updates and keep current with all changes to the CBA.
- 3.3.5 Adhere to RCW 41.56.510 (4):

Each party with whom the DSHS contracts for language access services and each of their Subcontractors shall provide to HCA an accurate list of language access providers, as defined in RCW 41.56.030, including their names, addresses, and other contact information, annually by January 30th, except the initial lists which must be provided within thirty (30) days of June 1, 2018. HCA shall, upon request, provide a list of all language access providers, including their names, addresses, and other contact information, to a labor Union seeking to represent language access providers.

ASL interpreters are exempt from the CBA.
- 3.3.6 Policies and Procedures
 - 3.3.6.1 The Apparently Successful Bidder (ASB) must develop written policies, procedures, and/or manuals outlining Bidders staff requirements to adhere to this contract and to be submitted to HCA upon execution of the contract.

3.3.6.2 The ASB must submit the following monthly reports electronically to HCA by the twentieth (20th) calendar day of the month following the month of service unless otherwise approved by the HCA Interpreter Services Program Manager, designee or successor:

3.3.6.2.1 Monthly Customer Services Center Report;

3.3.6.2.2 Monthly Interpreter Services Data Report;

3.3.6.2.3 Monthly Complaint Report;

3.3.6.2.4 Quality Assurance Report;

3.3.6.2.5 Outreach Activities Report;

3.3.6.2.6 Monthly Interpreter Incident Report; and

3.3.6.2.7 Monthly American Sign Language (ASL) utilization Report.

3.3.7 Local License

The ASB must, at the time of the contract execution, be licensed or authorized to do business in the local jurisdiction(s) in which the ASB will be conducting business. The ASB is responsible to determine those requirements.

3.3.8 ProviderOne Payment System: Submitting fee-for-service claims electronically by direct data entry or online batch submissions for billing and payment of approved Medicaid claims.

The ASB must apply for a National Provider Identification (NPI) number and must complete registration with ProviderOne.

3.3.9 Communications

The ASB must be able to meet the requirements as described in Title 28, Judicial Administration CFR Parts 35.160-35.164, and as amended.

3.4 TECHNICAL AND MANAGEMENT PROPOSAL (MANDATORY)

The Bidders must respond to the Technical and Management Evaluation Questions as outlined in Exhibit E, Technical and Management Proposal.

Bidders must respond and provide detailed information for all items and provide all information in the exact order specified in this section. The section numbers and titles must be restated in the Bidder's Proposal. Page limits for each question are noted. Please do not cut and paste responses into Exhibit E. Instead, provide a response as a separate document using the corresponding item number listed.

Failure to meet an individual requirement will not be the sole basis for disqualification; however, failure to provide a response to any scored requirements may be considered non-responsive and be the basis for disqualification of the application.

3.5 REFERENCES AND OMWBE (MANDATORY)

3.5.1 References

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.

3.5.2 OMWBE Certification

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>.

3.6 COST PROPOSAL (SCORED)

The maximum administrative fee for this contract is two million nine hundred fifty eight thousand two hundred and fifty two dollars (\$2,958,252.00) or less to be considered responsive to this RFP.

Bidders must respond to this section as outlined in Exhibit F, Cost Proposal.

Bidders must respond and provide detailed information for all items and provide all information in the exact order specified in Exhibit F.

Failure to meet an individual requirement will not be the sole basis for disqualification; however, failure to provide a response to any scored requirements may be considered non-responsive and be the basis for disqualification of the application.

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.

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 as described in Exhibit F. 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.

3.7 ORAL PRESENTATIONS (SCORED)

Oral Presentations will be conducted for up to the top three (3) scoring Bidders from the written portions of the Proposal and who meet and pass all minimum qualifications stated in section 1.2 of this RFP.

HCA reserves the right to increase the number of Bidders to interview if the scores are so close together so as to create a cluster of more than two (2) at the top of the scoring range.

The Bidder, and no more than four (4) of their proposed staff, must be available for an in-person Oral Presentation at HCA in Olympia, Washington on the days specified in the RFP schedule. The RFP Coordinator will notify the finalists to schedule the exact time and location of the Oral Presentation.

The Bidders will be given two (2) hours for their Oral Presentation. This will include a thirty (30) minute introduction of staff, and presentation by the Bidder, followed by the evaluation panel asking specific evaluation questions.

A large conference room facility will be provided by HCA. The Bidder is to bring a computer/laptop, handouts, and any other basic presentation equipment. Any other needs for audio/visual equipment for the presentation must be coordinated with the RFP Coordinator no less than one (1) week prior to the presentations.

4 EVALUATION AND CONTRACT AWARD

4.1 EVALUATION PROCEDURES

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 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 –	205 points
Management Proposal –	35 points
Cost Proposal –	75 points
Oral Presentation -	100 points
TOTAL	415 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 SCORED REQUIREMENTS: TECHNICAL, MANAGEMENT AND ORAL PRESENTATIONS

Responses that pass all Mandatory requirements will be further evaluated and scored. Evaluators will evaluate and assign a score to each Mandatory Scored (MS) requirement based on how well the Bidder's response matches the requirement.

Evaluators will assign scores on a scale of zero (0) to ten (10) where the end and midpoints are defined as follows:

Score	Description	Discussion
0	No value	The Response does not address any component of the requirement or no information was provided.
1	Poor	The Response only minimally addresses the requirement and is missing components or components were missing.
3	Below Average	The Response only minimally addresses the requirement and the Bidders ability to comply with the requirement or simply has restated the requirement.
5	Average	The Response shows an acceptable understanding or experience with the requirement. Sufficient detail to be considered "as meeting minimum requirements."
7	Good	The Response is thorough and complete and demonstrates firm understanding of concepts and requirements.
10	Excellent	The Response has provided an innovative, detailed, and thorough response to the requirement, and clearly demonstrates a high level of experience with or understanding of the requirement.

A score of zero (0) on any Mandatory Scored requirement may cause the entire response to be eliminated from further consideration.

4.4 SCORED REQUIREMENTS: COST PROPOSAL

The Bidder proposing the lowest cost per Category will receive a score of 75 points. The other Bidder's will each receive a score for each cost Proposal per category based on the following formula:

Per Category: $(\text{Lowest Bidder Total Cost} \div \text{Bidder's Total Cost}) \times 75$

4.5 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 Apparently Successful Bidder 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.

4.6 NOTIFICATION TO BIDDERS

HCA will notify the Apparently Successful Bidder of its selection in writing upon completion of the evaluation process. Individuals or firms whose proposals were not selected for further negotiation or award will be notified separately by e-mail.

4.7 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:

- 4.7.1 Evaluation and scoring of the firm's proposal;
- 4.7.2 Critique of the proposal based on the evaluation; and
- 4.7.3 Review of Bidder's final score in comparison with other final scores without identifying the other firms.

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.

4.8 PROTEST PROCEDURE

Protests may be made only by Bidders who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the Bidder is allowed five business days to file a protest of the acquisition with the RFP Coordinator.

Protests must be received by the RFP Coordinator no later than 4:30 p.m., local time, in Olympia, Washington on the fifth business day following the debriefing. Protests may be submitted by e-mail or by mail.

Bidders protesting this procurement 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 procurement.

All protests must be in writing, addressed to the RFP Coordinator, and signed by the protesting party or an authorized agent. The protest must state the RFP number, the grounds for the protest with specific facts, and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included.

- 4.8.1 Only protests alleging an issue of fact concerning the following subjects will be considered:
 - 4.8.1.1 A matter of bias, discrimination, or conflict of interest on the part of an evaluator;
 - 4.8.1.2 Errors in computing the score; or
 - 4.8.1.3 Non-compliance with procedures described in the procurement document or agency protest process or HCA requirements.

Protests based on anything other than those items listed above 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 and/or other agencies needs or requirements.

Upon receipt of a protest, a protest review will be held by HCA. The HCA Director, or an HCA employee delegated by the HCA Director who was not involved in the procurement, will consider the record and all available facts. If possible, a final HCA decision will be issued within ten business days of receipt of 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. If additional time is required, the protesting party will be notified of the delay.

If HCA determines in its sole discretion that a protest from one Bidder may affect the interests of another Bidder, then HCA will invite such Bidder to submit its views and any relevant information on the protest to the RFP Coordinator. In such a situation, the protest materials submitted by each Bidder will be made available to the other Bidder upon request.

4.8.2 The final determination of the protest will:

4.8.2.1 Find the protest lacking in merit and uphold HCA's action; or

4.8.2.2 Find only technical or harmless errors in HCA's acquisition process and determine HCA to be in substantial compliance and reject the protest; or

4.8.2.3 Find merit in the protest and provide options which may include:

4.8.2.3.1 Correct the errors and re-evaluate all proposals; or

4.8.2.3.2 Reissue the solicitation document and begin a new process; or

4.8.2.3.3 Make other findings and determine other courses of action as appropriate.

If HCA determines that the protest is without merit, HCA will enter into a contract with the Apparently Successful Bidder, assuming the parties reach agreement on the contract's terms. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

5 RFP EXHIBITS

Exhibit A	Certifications and Assurances
Exhibit B	Diverse Business Inclusion Plan
Exhibit C	Draft Sample Contract
Exhibit D	Code of Ethics
Exhibit E	Technical and Management Proposal
Exhibit F	Cost Proposal

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 2.12, 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
Draft Sample Contract

Attached as a separate document

**Exhibit D Code of
Ethics**

Interpreter Services Program

Language Interpreter and Translator Code of Professional Conduct

1. Accuracy

Interpreters/translators shall always thoroughly and faithfully render the source language message, omitting or adding nothing, giving consideration to linguistic variations in both source and target languages, conserving the tone and spirit of the source language message.

2. Cultural Sensitivity - Courtesy

Interpreters/translators shall be culturally competent, sensitive, and respectful of the individual(s) they serve.

3. Confidentiality

Interpreters/translators shall not divulge any information obtained through their assignments, including but not limited to information gained through access to documents or other written material.

4. Disclosure

Interpreters/translators shall not publicly discuss, report, or offer an opinion concerning matters in which they are or have been engaged, even when that information is not privileged by law to be confidential.

5. Proficiency

Interpreters/translators shall meet the minimum proficiency standard set by DSHS by passing the required certification examination or screening evaluation.

6. Compensation

The fee schedule agreed to between the contracted language service providers and the department shall be the maximum compensation accepted. Interpreters/translators shall not accept additional money, compensation, or favor for services reimbursed by the department. Interpreters/translators shall not use for private or others gain or advantage, the department's time, facilities, equipment, or supplies, nor shall they use or attempt to use their position to secure privileges or exemptions.

7. Nondiscrimination

Interpreters/translators shall always be neutral, impartial, and unbiased. Interpreters/translators shall not discriminate on the basis of gender, disability, race, color, national origin, age, socioeconomic or educational status, or religious or political beliefs.

8. Self-evaluation

Interpreters/translators shall accurately and completely represent their certifications, training, and experience.

9. Impartiality - Conflict of Interest

Interpreters/translators shall disclose any real or perceived conflict of interest which would affect their objectivity in the delivery of service. Providing interpreting or translation services for family members or friends may violate the individual's right to confidentiality, or constitute a conflict of interest.

10. Professional Demeanor

Interpreters and translators shall be punctual, prepared, and dressed in a manner appropriate and not distracting for the situation.

11. Scope of Practice

Interpreters/translators shall not counsel, refer, give advice, or express personal opinions to individuals for whom they are interpreting/translating, or engage in any other activities that may be construed to constitute a service other than interpreting/translating. Interpreters are prohibited from having unsupervised access to clients, including but not limited to, phoning clients directly unless requested by DSHS staff.

12. Reporting Obstacles to Practice

Interpreters/translators shall assess at all times their ability to interpret/translate. Should interpreters/translators have any reservations about their competency, they must immediately notify the parties and offer to withdraw without threat of retaliation. Interpreter/translator may remain until more appropriate interpreters/translators can be secured.

13. Ethical Violations

Interpreters/translators shall immediately withdraw from Encounters they perceive as violations of this Code. Any violation of the Code of Professional Conduct may cause termination of the contract.

14. Professional Development

Interpreters/translators shall develop their skills and knowledge through professional training, continuing education, and interaction with colleagues and specialists in related fields.

THIS CODE APPLIES TO ALL PERSONS PROVIDING LANGUAGE INTERPRETING OR TRANSLATION SERVICES AND MUST BE COMPLIED WITH AT ALL TIMES.

Exhibit E
Technical and Management Proposal

A. Customer Service Center

1. (S) Describe your Customer Service Center's operations to meet the requirements outlined in Exhibit C, Draft Sample Contract, including but not limited to:
 - i. Scheduling certified interpreters;
 - ii. Verifying eligibility;
 - iii. Accepting web based, telephone, fax, or email requests;
 - iv. Hours of operation for the call center;
 - v. Speed of answer and response time; and
 - vi. Response to any complaints.

Max thirty (30) points | Page limit: four (4) pages

2. Describe how your staffing and/or sub-contracts will meet the needs described in Exhibit C, Draft Sample Contract for the Washington State Medicaid Limited English Proficient and Deaf, Blind or Deaf Blind client requests.

Max ten (10) points / Page limit: two (2) pages

3. (S) Describe how you will:
 - i. process,
 - ii. schedule,
 - iii. assign; and
 - iv. manage,

Interpreter Services Requests utilizing web-based/online, email, telephone, facsimile transmission, or other technologies as described in the Exhibit C, Statement of Work.

Max twenty (20) points | Page limit: four (4) pages

4. (S) Describe how you will meet the requirement to answer ninety percent (90%) of all incoming calls, including hearing-impaired system calls, interpreter requests, technical support, client relations, complaints, and related issues, within sixty (60) seconds.

Max five (5) points | Page limit: two (2) pages

5. Describe how you will ensure that your spoken language and ASL interpreter pool will meet the needs for HCA's Medicaid population for interpreter services.

Max five (5) points | Page limit: one (1) pages

6. (S) Describe the security measures you will employ to meet the confidentiality requirements as specified in Exhibit C, Sample Contract, Attachment 1, Confidential Information Requirements.

Max five (5) points | Page limit: two (2) pages

7. (S) Describe how you will obtain and track feedback from Interpreters and Requestors on the quality of Interpreter Services provided.

Max five (5) points | Page limit: two (2) pages

8. (S) Describe your emergency preparedness and communication plan in the event your operations fail or a natural disaster occurs, such as an earthquake or adverse weather conditions (flood, wind, snowstorm, etc.). Your emergency preparedness plan must at a minimum address your overall operations, including but not limited to, the Customer Service Center Operations, web based operations, and information systems and security.

Max five (5) points | Page limit: two (2) pages

B. Web-based

9. (S) Describe how your web-based portal will provide the following:
- i. Requestor's capability to input, edit, and cancel appointment;
 - ii. Requestor's capability to select the modality of interpretation to be utilized for each appointment; and
 - iii. Requestors ability to pull on-demand aggregate and non-aggregate reports

Max fifteen (15) points | Page limit: two (2) pages

10. (S) Describe how you will respond timely as described in Exhibit C, Draft Sample Contract to Requests for Interpreter Services from Requestors.

Max five (5) points | Page limit: one (1) pages

11. (S) Describe how you will provide Requestors the capability to obtain appointment information that includes at a minimum:
- i. If the appointment can be met as requested;
 - ii. If the appointment cannot be met as requested; and
 - iii. If the request requires additional time to attempt to fill.

Max fifteen (15) points | Page limit: two (2) pages

12. (S) Describe how Interpreters will have the capability to accept and/or reject appointments.

Max five (5) points | Page limit: one (1) pages

13. (S) Describe how your website meets the requirements of Exhibit C, Draft Sample Contract, Statement of Work, Section C. Including the capacities and applications made available to Requestors and Interpreters through the Contractor's website.

Max twenty (20) points | Page limit: five (5) pages

C. Outreach

14. (S) Describe how you will ensure that all interpreters are DSHS and RID Authorized, Certified, or Recognized Interpreters for pre-scheduled and on-demand appointments.

Max five (5) points | Page limit: one (1) pages

15. (S) Describe the methods, activities, timelines, and work plans you will develop to achieve full compliance as described in Exhibit C, Draft Sample Contract to obtain spoken, and ASL interpreters for the contract. Your answer must include, but is not limited to:

- i. Number of outreach events annually;
- ii. How outreach events are performed; and
- iii. Outreach for languages of lesser diffusion (LLD).

Max fifteen (15) points | Page limit: two (2) pages

16. Describe how you will maintain a ninety (90%) or higher fill rate for both, limited English proficient and American Sign Language Medicaid clients.

Max ten (10) points | Page limit: one (1) pages

17. (S) Describe how you will track language trends to identify languages in need of additional Interpreter recruitment.

Max five (5) points | Page limit: two (2) pages

D. Pre-Appointment Review and Verification

18. (S) Describe how your system will have the capability to verify Client eligibility and Benefit coverage to receive Interpreter Services using information and tools provided by HCA as described in Exhibit C, Draft Sample Contract, Statement of Work, Section I, Contractor Pre-Appointment Review and Verification.

Max five (5) points | Page limit: one (1) pages

19. (S) Describe how you will accommodate and determine special requests for specific Interpreters as described in Exhibit C, Draft Sample Contract, Statement of Work, Section J.

Max five (5) points | Page limit: two (2) pages

E. Policies and Procedures

20. (S) Describe how you will manage and update your current procedures, policies, and technologies when CBA or other changes are implemented or updated.

Max five (5) points | Page limit: one (1) pages

21. (S) Describe how you will meet the complaint and corrective action policy requirements described in Exhibit C, Draft Sample Contract, Statement of Work, Section L.

Max five (5) points | Page limit: two (2) pages

22. (S) Describe how you will reimburse Authorized Requestors when you are unable to provide an LEP or ASL subcontractor for a qualified Medicaid appointment.

Max five (5) points | Page limit: one (1) pages

F. Management Experience

23. (S) Provide a detailed listing of the Key Personnel or team you propose for this work to meet the requirements of the contract. Include titles, authority, description of duties,

responsibilities, experience and qualifications. Bidder's answer must include a current resume of each person proposed.

Max twenty (20) points | Page limit: ten (10) pages

24. (S) Describe your experience working with bargaining groups, Unions, professional organizations, community groups, State Agencies and other stakeholders. Include a list of stakeholders, groups, organizations, etc.

Max fifteen (15) points | Page limit: three (3) pages

25. (NS) Describe any audits, findings, disallowances, disputes, contract terminations, etc, that arose from any Face-to-Face Interpretation work/contracts over the last five (5) years.

Page limit: three (3) pages

26. (NS) List the past contracts that you administered and provided Face-to-Face Interpretation for and met the needs of Medical and Social Service appointments.

Page limit: two (2) pages

Exhibit F
Cost Proposal

The below Cost Proposal is based on forecasted numbers of billable Encounters for the first two (2) years of the contract of: 1,222,026 encounters

1. Encounter means an interpreter service appointment, scheduled by the Contractor at the request of the Requestor, which has been completed.
2. Request means each contact by a Requestor with the Contractor seeking an Interpreter for a specific language, date and time:

A. Instructions for Cost Proposal form

1. (S) Administrative Costs (75 total points possible)

The Bidder must calculate the Bidder's Total Administrative cost for each year of the initial term of the contract.

The Bidder's calculations should be based on the information provided in this RFP, including the history of operations and the Encounter forecast as provided in the RFP.

These components and terms of the Cost Proposal are defined, for the purpose of submitting proposals under this solicitation, as follows:

- i. The Bidder's Total Administrative cost includes those Direct costs and Indirect costs that have been itemized below.
- ii. The Bidder's Total Administrative cost is the total dollar amount of costs for the first two years of the contract.

B. Calculation of Administrative Costs:

The Bidder calculates the total administrative cost as the sum of the Bidder's Total Direct and Indirect Costs for the first two (2) years of the contract.

C. Calculation of Indirect and Direct Costs

The Bidder must comprehensively itemize each of the amounts calculated as Direct costs and Indirect costs, shown in the summary below, which are to be included in the Bidder's Administrative cost. This itemization must be done separately for each of the two years (see chart below).

This itemization is essential to enable evaluators to understand how the Bidder's Administrative cost was determined.

The Bidder must thoroughly describe the basis of the cost allocation for items. For instance: for an item such as "rent" show what percentage is to be billed against this contract. This itemization must clearly state the amount of money, per item, which is to be billed against this contract. In the case of the rent example, the square footage to be billed must be clearly stated.

D. Summary of Indirect Costs

	Year One	Year Two
Accounting/Bookkeeping	\$	\$
Clerical Support	\$	\$
Computer Software (not reported as Direct)	\$	\$
Computer Hardware (not reported as Direct)	\$	\$
Furniture, amortized	\$	\$

Equipment, amortized	\$	\$
Facility, amortized	\$	\$
Licensing	\$	\$
Audit Expense	\$	\$
Other Expenses*	\$	\$

*Bidder is to include a description for which the calculation of other expenses was based upon

*Other Expenses Description:

TOTAL INDIRECT COSTS	\$
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E. Summary of Direct Costs

	Year One	Year Two
Staff/Personnel (wages, payroll taxes, benefits)	\$	\$
Lease/Rental Expense	\$	\$
Equipment Rental	\$	\$
Utilities (telephone, electric service)	\$	\$
Computer Hardware (not reported as Indirect)	\$	\$
Computer Software (not reported as Indirect)	\$	\$
Staff Travel (travel expenses at current state rates)	\$	\$
Supplies	\$	\$
Postage	\$	\$
Insurance	\$	\$
Business Taxes		
Marketing Expense		
Other Expenses*		

*Bidder is to include a description for which the calculation of other expenses was based upon

*Other Expenses Description:

TOTAL DIRECT COSTS	\$
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Total Administrative Cost for initial term of contract (two (2) years)	\$
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