



**STATE OF WASHINGTON
HEALTH CARE AUTHORITY**

REQUEST FOR PROPOSALS (RFP)

RFP NO. 3881

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

PROJECT TITLE: Trueblood Settlement – Forensic Housing and Recovery through Peer Services (FORENSIC HARPS).

PROPOSAL DUE DATE: October 9, 2019 by 2:00 p.m. Pacific Daylight Time, Olympia, Washington, USA.

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

ESTIMATED TIME PERIOD FOR CONTRACT: January 1, 2020 through June 30, 2020.

The Health Care Authority (HCA) reserves the right to extend the contract as HCA deems necessary on the contingency of availability of funds at the sole discretion of the HCA.

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 Proposal (RFP) to solicit proposals from organizations interested in participating on a project to implement a Forensic Housing and Recovery through Peer Services (FORENSIC HARPS) team who are associated with the Trueblood settlement. Please see the Trueblood Settlement III.C.2 pages 21-23 and Implementation plan section 8 pages 19-20 posted on the [Trueblood website: https://www.dshs.wa.gov/bha/trueblood-et-al-v-washington-state-dshs](https://www.dshs.wa.gov/bha/trueblood-et-al-v-washington-state-dshs). These organizations will enhance the current system of care and provide individuals with housing support services and short-term housing vouchers that will have a positive and stabilizing impact on those individuals who are eligible to receive FORENSIC HARPS services residing in the Phase 1 Regions (Pierce, Spokane and Southwest).

HCA intends to award up to four (4) contracts to provide the services described in this RFP. There will be two teams in the Pierce Region, one team in the Southwest Region and one team in the Spokane Region.

1.2. OBJECTIVES AND SCOPE OF WORK

The Contractor must provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work in the region (county or counties), as set forth herein.

1.1 FORENSIC HARPS Services: Each FORENSIC HARPS team is funded to provide housing support services and short-term housing vouchers for individuals eligible for FORENSIC HARPS. Each team consists of:

- 1.2 One Housing Support Specialist; and
- 1.2. Two Certified Peer Counselors.
- 1.3. Payments for deliverables can be prorated for understaffed teams.

2. FORENSIC HARPS Housing Bridge Subsidy.

2.1. This project will fund four (4) contracts for the four FORENSIC HARPS teams in the Phase 1 Region Trueblood settlement. Two teams in the Pierce Region, one team in the Spokane Region and one team in the Southwest Region.

\$793,000 will be disbursed for each of the four (4) contracts for state fiscal year to June 30, 2020. \$500,000 will go for vouchers/subsidies, and \$293,000 for services.

2.2. For each contract, quarterly payments of \$125,000 for a total of \$500,000 per state fiscal year.

- 2.3. FORENSIC HARPS teams will need to find connections to longer term housing subsidies as appropriate and form strong relationships with their local coordinated entry (CE) entity and public housing authorities (PHA).

3. Types of Housing

- 3.1. The goal of the FORENSIC HARPS program is to assist individuals to obtain permanent supportive housing but FORENSIC HARPS teams will be encouraged to employ every means possible to get someone sheltered including but not limited to:

- 3.1.1. **Housing First** – Integrated safe/affordable housing based on a person’s preferences with flexible and voluntary supports. The lease remains in the name of the individual. Individuals are not required to be clean and sober to obtain housing.
- 3.1.2. **Scattered-site Housing** - Housing throughout a community rather than being concentrated in a single neighborhood, which allows for community integration.
- 3.1.3. **Oxford Housing** - Oxford Houses of Washington state is a group of self-run, self-supported recovery houses that provide an opportunity for every recovering individual to learn a clean and sober way of life.
- 3.1.4. **Project-based Housing** - Publicly built and operated housing development, usually intended for low - or moderate - income tenants, senior citizens, or other set aside populations.
- 3.1.5. **Recovery Residence** – Peer operated home-like environments that promote recovery. Resident activities are promoted within the recovery residence and in the community through work, education, community engagement, or other activities; and the recovery residence maintains an environment free from alcohol and illicit drugs.
- 3.1.6. **Single-site Housing** - Housing projects owned by service providers where services are provided on site.
- 3.1.7. **Transitional Housing** - Housing projects that is designed to provide housing and appropriate supportive services to homeless persons to facilitate movement to independent living for up to a two year period.
- 3.1.8. **Sober Living Houses** - Housing can provide a non-professional, clean and sober living space for someone who is not ready to live on their own, or back at home yet.
- 3.1.9. **Tiny Home Villages** - Tiny houses can provide an affordable tool for combating homelessness by getting people off the streets and into their own space.

- 3.1.10. **Hotel** - A hotel is an establishment that provides paid lodging on a short-term basis.
- 3.1.11. **Motel** - An establishment which provides lodging and parking and in which the rooms are usually accessible from an outdoor parking area.
- 3.1.12. **Shared Living** - Situation in which two or more unrelated persons live together as a "family of choice" where each has some private space (usually a bedroom) while sharing common areas such as kitchen, living and dining rooms and outside yard areas.
- 3.1.13. **Master Leasing** – An organization leases a unit or units that allows an existing lessee to sublease under similar terms and conditions without negotiating a new contract to the current lease.
- 3.1.14. **Shelter** - Homeless service agency that provides temporary residence for homeless individuals and families.

3.2. Principles of Evidence-based Permanent Supportive Housing.

- 3.2.1. **FORENSIC HARPS** teams utilize Substance Abuse Mental Health Services Administration (SAMSHA) Permanent Supportive Housing (PSH) model. PSH is decent, safe, and affordable community-based housing that provides Washington state tenants with the rights of tenancy under state and local landlord-tenant laws and is linked to voluntary and flexible support and services designed to meet tenants' needs and preferences. PSH makes housing affordable to someone with limited or no income, (either through rental assistance or housing development). It provides sufficient wraparound supports to allow people with significant support needs to remain in the housing they have chosen. Dimensions of PSH include:
 - 3.2.1.1. Choice in housing and living arrangements;
 - 3.2.1.2. Functional separation of housing and services;
 - 3.2.1.3. Decent, safe, and affordable housing;
 - 3.2.1.4. Community integration and rights of tenancy;
 - 3.2.1.5. Access to housing and privacy; and
 - 3.2.1.6. Flexible, voluntary, and recovery-focused services.
- 3.2.2. Even though FORENSIC HARPS will not require high fidelity PSH, HCA encourages sites to become familiar with the dimensions of PSH. A link to the SAMHSA PSH toolkit can be found at:
<http://store.samhsa.gov/product/Permanent-Supportive-Housing-Evidence-Based-Practices-EBP-KIT/SMA10-4510>

4. FORENSIC HARPS Eligible Populations:

- 4.1. Individuals who are identified as unstably housed and:

- 4.1.1. Ordered into an Outpatient Competency Restoration Program; or
- 4.1.2. On the High Utilizer List/Intensive Case Management Services; or
- 4.1.3. Referred by a Forensic Navigator; or
- 4.1.4. Individuals exiting crisis triage/stabilization facilities who meet the following eligibility criteria as identified in section C.2 of Trueblood Settlement Agreement (located in Section 1, Introduction):
 - 4.1.4.1. Have had at least one prior contact with the forensic mental system in the past 24 months, or, were brought to a Crisis Triage or Stabilization Facility via arrest diversion under RCW 10.31.110 as determined by the crisis triage and stabilization provider;
 - 4.1.4.2. Need assistance accessing independent living options and would benefit from short term housing assistance beyond the 14-day vouchers;
 - 4.1.4.3. Are diagnosed with an acute behavioral health disorder and are assessed to need housing support beyond what is offered through the Crisis Triage and Stabilization Facilities or the short term voucher as described in § III.C.2.a;
 - 4.1.4.4. Are unstably housed;
 - 4.1.4.5. Are not currently in the community outpatient competency restoration program; and
 - 4.1.4.6. Do not meet Involuntary Treatment Act (RCW 71.05) commitment criteria.

5. Peer Services:

- 5.1. The FORENSIC HARPS program will build from HCA’s Division of Behavioral Health and Recovery (DBHR) existing HARPS program. HARPS is designed to transform service delivery by promoting sustainable access to evidence based Permanent Supportive Housing. Participants served by FORENSIC HARPS teams are provided with meaningful choice and control of housing and support services, it utilizes Peer Housing Specialists, reduces homelessness and supports the Recovery and resiliency of individuals with serious mental illness and or co-occurring disorders.
- 5.2. Peers must be [certified through DBHR](#) and hold an [Agency Affiliated Counselor](#) registration through the Washington State Department of Health (DOH). Agencies must be certified to provide peer services through [community Behavioral Health Licensure](#).

- 5.3. FORENSIC HARPS teams will be encouraged to have staff complete the Continuing Education Supportive Housing curriculum available on the Pathways to Housing site:
[https://fortress.wa.gov/dshs/pathwaystohousing/\(S\(vuhsrtnysrvucyjrofo45ruc\)\)/P2Htraining.aspx](https://fortress.wa.gov/dshs/pathwaystohousing/(S(vuhsrtnysrvucyjrofo45ruc))/P2Htraining.aspx).
- 5.4. FORENSIC HARPS teams will be required to complete the enhanced justice involved continuing education curriculum once completed.
- 5.5. FORENSIC HARPS teams will be required to complete SAMSHA's PSH training. Training will be provided by HCA-DBHR Supportive Housing Trainers or contracted provider.

6. FORENSIC HARPS Housing Bridge Subsidy Guidelines.

- 6.1. The budget for the FORENSIC HARPS Housing Bridge Subsidy is short-term funding to help reduce barriers and increase access to housing for FORENSIC HARPS eligible populations. .
- 6.2. FORENSIC HARPS Bridge Subsidies are temporary in nature and should be combined with other funding streams, whenever possible, to leverage resources to assist individuals in obtaining and maintaining a permanent residence.
- 6.3. Allowable expenses for FORENSIC HARPS Housing Bridge Subsidy:
 - 6.3.1. Monthly rent and utilities, and any combination of first and last months' rent for up to six months. Rent may only be paid one month at a time, although rental arrears, pro-rated rent, and last month's may be included with the first month's payment.
 - 6.3.2. Rental and/or utility arrears for up to six months. Rental and/or utility arrears may be paid if the payment enables the household to remain in the housing unit for which the arrears are being paid or move to another unit. The FORENSIC HARPS bridge subsidy may be used to bring the program participant out of default for the debt and the FORENSIC HARPS Peer Specialist will assist the participant to make payment arrangements to pay off the remaining balances. Subsidy funds cannot be used to pay for court costs or fines.
 - 6.3.3. FORENSIC HARPS rent assistance may be used for move-in costs including but not limited to deposits and first months' rent associated with housing, including project - or tenant-based housing.
 - 6.3.4. Proposal fees, background and credit check fees for rental housing.
 - 6.3.5. Lot rent for RV or manufactured home.
 - 6.3.6. Costs of parking spaces when connected to a unit.
 - 6.3.7. Reasonable storage costs.
 - 6.3.8. Reasonable moving costs such as truck rental and hiring a moving company.

- 6.3.9. Hotel/Motel expenses for up to 14 days if unsheltered households are actively engaged in housing search and no other shelter option is available.
- 6.3.10. Temporary absences. If a household must be temporarily away from his or her unit, but is expected to return, the FORENSIC HARPS subsidy may pay rent for up to one month and may continue to receive FORENSIC HARPS services. Additional months may be considered with consultation with HCA-DBHR FORENSIC HARPS program manager.
- 6.3.11. FORENSIC HARPS Reporting. FORENSIC HARPS teams will be required to submit data regularly to the DBHR FORENSIC HARPS Program Manager and DSHS Research and Data Analysis (RDA). FORENSIC HARPS teams will also be required to respond to requests from the FORENSIC HARPS Program Manager and RDA regarding data corrections. For an example of the types of data the FORENSIC HARPS teams will be required to submit; please see **Attachment A, FORENSIC HARPS** Participant Log.
- 6.3.12. "FORENSIC HARPS Subsidy Log". Data collection mode and variables are subject to modification as the program parameters are developed
- 6.3.13. "FORENSIC HARPS Subsidy Log". Data collection mode and variables are subject to modification as the program parameters are developed.

7. FORENSIC HARPS teams' caseload. The case mix must be such that the FORENSIC HARPS teams can manage and have flexibility to be able to provide the intensity of services required for each individual, according to the needs of each individual.

7.1 FORENSIC HARPS Housing Specialists must have the capacity to provide multiple contacts per week with individuals referred for FORENSIC HARPS services, making changes in a living situation or employment, or having significant ongoing problems in maintaining housing. These multiple contacts may be as frequent as two to three times per day, seven days per week, and depend on individual need and a mutually agreed upon plan between individuals and program staff. Many, if not all, staff must share responsibility for addressing the needs of all individuals requiring frequent contact. FORENSIC HARPS teams must have the capacity to rapidly increase service intensity and frequency to an individual when his or her status requests sit or an individual request it.

7.2 Operating as a continuous supportive housing service, FORENSIC HARPS teams must have the capability to provide support services related to obtaining and maintaining housing. This will include direct contact with landlords on behalf of the participant.

7.3 FORENSIC HARPS teams must have a response contact time of no later than one calendar day and work in collaboration with the crisis teams within their community for individuals with acute mental health symptoms.

8. FORENSIC HARPS team staffing: Each FORENSIC HARPS participant will be assigned a Peer Specialist or Housing Specialist who will assist in locating housing, and

resources to secure housing, as well as maintain housing. The primary responsibilities of the Peer Specialist are to work with the individual to find, obtain and maintain housing to promote recovery, locate and secure resources related to housing and utilities, offer information regarding options and choices in the types of housing and living arrangements, and advocate for the individual's tenancy needs, rights (including ADA Accommodations), and preferences to support housing stability. Service coordination also includes coordination with community resources, including consumer self-help and advocacy organizations that promote recovery.

Each individual receiving FORENSIC HARPS services must have an individualized, strengths-based housing plan that includes action steps for when housing related issues occur. As with the treatment planning process, the individual will take the lead role in setting goals and developing the housing plan.

9. FORENSIC HARPS services must coordinate with the following:

- 9.1. Hospital Liaison Role. The Behavioral Health Organizations (BHO's) hospital liaison must actively coordinate the transition of individuals from behavioral health crisis triage/stabilization center discharge to the FORENSIC HARPS team in the community of residence in order to minimize gaps in outpatient health care, and housing.
- 9.2. Outpatient Service Coordination. Service coordination with outpatient service providers must incorporate and demonstrate basic recovery values. The individual will have choice of his or her service options, will be expected to take the primary role in their personal Treatment Plan development, and will play an active role in decision-making.
- 9.3. Crisis Assessment and Intervention. Behavioral Health Crisis assessment and intervention must be available 24-hours per day, seven days per week through the BHO or BH Administrative Service Organizations (ASO's) crisis system. Services must be coordinated with the assigned Care Coordinator. These services include telephone and face-to-face contact.

10. FORENSIC HARPS services should include the following:

- 10.1. Supportive Housing Services. Assess housing needs within institutional settings or community based settings, seek out and explain the housing options in the area, and resources to obtain housing. Educate the individual on factors used by landlords to screen out potential tenants. Mitigate negative screening factors by working with the individual and landlord/property manager to clarify or explain factors that could prevent the individual from obtaining housing. Ongoing support for both the individual and landlord/property manager to resolve any issues that might arise while the individual is occupying the rental.
- 10.2. Linkage to Foundational Community Supports. FORENSIC HARPS teams should be connected to the 1115 Medicaid Waiver Foundational Community Supports

for long-term Supportive Housing Services. FORENSIC HARPS teams will not duplicate the supportive housing services available but can provide 'warm handoff's' to FCS services. Agencies are strongly encouraged to contract with Amerigroup for longer term supportive housing services.

- 10.3. Linkage to Education Services. Supported education related services are for individuals whose high school, college or vocational education could not start or was interrupted and made educational goals a part of their recovery (treatment) plan. Services include providing support to applying for schooling and financial aid, enrolling and participating in educational activities.
- 10.4. Linkage to Vocational Services. These services may include work-related services to help individuals value, find, and maintain meaningful employment in community-based job sites as well as job development and coordination with employers. These activities should also be part of the individual's recovery (treatment) plan.
- 10.5. Activities of Daily Living Services. Services to support activities of daily living in community-based settings include individualized assessment, problem solving, skills training/practice, sufficient side-by-side assistance and support, modeling, ongoing supervision (e.g. prompts, assignments, monitoring, encouragement), environmental adaptations to assist to gain or use the skills required to access services, and provide direct assistance when necessary to ensure that individuals obtain the basic necessities of daily life.
- 10.6. Social and Community Integration Skills Training. Social and community integration skills training serve to support social/interpersonal relationships and leisure-time skill training and include supportive individual therapy (e.g., problem solving, role-playing, modeling, and support); social-skill teaching and assertiveness training; planning, structuring, and prompting of social and leisure-time activities; side-by-side support and coaching; and organizing individual and group social and recreational activities to structure individuals' time, increase their social experiences, and provide them with opportunities to practice social skills, build a social support network and receive feedback and support.
- 10.7. Peer Support Services. These include services to validate individuals' experiences and to inform, guide and encourage individuals to take responsibility for and actively participate in their own recovery, as well as services to help individuals identify, understand, and combat stigma and discrimination against mental illness and develop strategies to reduce individuals' self-imposed stigma. Peer Support and Wellness Recovery Services include:
 - 10.7.1. Promote self-determination; Model and teach advocating for one's self; and Encourage and reinforce choice and decision-making.
 - 10.7.2. Introduction and referral to individual self-help programs and advocacy organizations that promote recovery.

- 10.7.3. “Sharing the journey” (a phrase often used to describe individuals’ sharing of their recovery experience with other peers). Utilizing one’s personal experiences as information and a teaching tool about recovery.
- 10.7.4. The Peer Specialist will serve as a consultant to the Treatment Team to support a culture of recovery in which each individual’s point of view and preferences are recognized, understood, respected and integrated into treatment, rehabilitation, support, vocational and community activities.
- 10.8. Linkage to Substance Use Disorder Treatment. If clinically indicated, the FORENSIC HARPS team may refer the individual to a DBHR-licensed Substance Use Disorder treatment program.
- 10.9. Housing Search and Placement. Includes services or activities designed to assist households in locating, obtaining, and retaining suitable housing. Services or activities may include: tenant counseling, assisting households to understand leases, securing utilities, making moving arrangements, mediation and outreach to property owners related to locating or retaining housing. Utilizing subsidies to pay rents, deposits, utilities etc. Coordination and marketing with Department of Commerce’s Landlord Mitigation program.
- 10.10. Housing Stability. Includes activities for the arrangement, coordination, monitoring, and delivery of services related to meeting the housing needs of individuals exiting or at risk of entering inpatient behavioral healthcare settings and helping them obtain housing stability. Services and activities may include developing, securing, and coordinating services including:
- 10.10.1. Developing an individualized housing and service plan, including a path to permanent housing stability subsequent to assistance.
 - 10.10.2. Referrals to Foundational Community Supports (FCS) supportive housing and supported employment services.
 - 10.10.3. Seeking out and assistance applying for long-term housing subsidies.
 - 10.10.4. Affordable Care Act activities that are specifically linked to the households stability plan.
 - 10.10.5. Activities related to accessing Work Source employment services.
 - 10.10.6. Referrals to vocational and educational support services such as the DSHS Division of Vocational Rehabilitation (DVR).
 - 10.10.7. Monitoring and evaluating household progress.
 - 10.10.8. Assuring that households' rights are protected; and
 - 10.10.9. Applying for government benefits and assistance including using the evidence-based practice SSI/Social Security Disability Income (SSDI) through SSI/SSDI Outreach, Access, and Recovery (SOAR).

11. FORENSIC HARPS teams will not suggest or provide Medication Prescription, Administration, Monitoring and Documentation.

12. The FORENSIC HARPS teams should work with the Treatment Team:

- 12.1. Establish a peer relationship with each participant.
- 12.2. Assess each individual's housing needs and provide verbal and written information about housing status. The physician or psychiatric Advanced Registered Nurse Practitioner (ARNP) will review that information with the individual, FORENSIC HARPS team members and, as appropriate, with the individual's family members or significant others.
- 12.3. FORENSIC HARPS team members can provide direct observation, available collateral information from the family and significant others as part of the comprehensive assessment.
- 12.4. In collaboration with the individual, assess, discuss and document the individual's housing needs and behavior in response to medication and monitor and document medication side effects. Review observations with the individual and Treatment Team.

13. Agencies are encouraged to be under contract with Amerigroup to provide Foundational Community Supports under the 1115 Medicaid Transformation demonstration waiver, Forensic HARPS services cannot duplicate FCS Supportive Housing services bus FCS supportive housing services may be used for longer-term supportive housing services.

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 30 calendar days of being selected as the Apparently Successful Bidder.
- 1.3.2. Licensed as a Community Behavioral Health Agency through Department of Health and five years' experience providing outpatient behavioral health services.
- 1.3.3. Certified through the Department of Health to provide peer services and experience with employing and supervising peers.
- 1.3.4. Experience with working with Substance Abuse Treatment providers.

1.4. FUNDING

HCA has budgeted an amount not to exceed of \$3,172,000 for this entire project. HCA will award up to four (4) contracts, **\$793,000** will be disbursed for each contract through June 30, 2020.

Proposals in excess of **\$793,000** will be considered non-responsive and will not be evaluated.

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

1.5. PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about January 1, 2020 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, as HCA deems necessary with the contingency of availability of funds subsequent state fiscal 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:

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

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

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

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

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

1.8. ADA

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

2. GENERAL INFORMATION FOR BIDDERS

2.1. RFP COORDINATOR

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

Name	Holly Jones
E-Mail Address	contracts@hca.wa.gov

Any other communication will be considered unofficial and non-binding on HCA. Bidders are to submit their questions to the RFP Coordinator via email per the schedule listed below. 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	August 29, 2019
Questions Due From Bidders	September 13, 2019 – 2:00 PM
HCA Response to Bidder Questions	September 19, 2019
Proposals Due	October 9 2019 – 5:00 PM
Evaluate Proposals	October 10 - 25, 2019
Announce “Apparently Successful Bidder” and send notification via e-mail to unsuccessful proposals.	October 30, 2019
Debrief Request Due Date	November 5, 2019 - 5:00 PM
Hold Debriefing Conferences Via Conference Call	November 8-13, 2019
Begin Contract Work	January 1, 2019

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

2.3. SUBMISSION OF PROPOSALS

ELECTRONIC PROPOSALS:

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

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

Proposals may not be transmitted using facsimile transmission.

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

2.4. PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

Proposals submitted in response to this RFP will become the property of HCA. All Proposals received will remain confidential until the 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 chapter 42.56 RCW, or other state or federal law that provides for the nondisclosure of a document, must be clearly designated. The information must be clearly identified and the particular exemption from disclosure upon which the Bidder is making the claim must be cited. Each page containing the information claimed to be exempt from disclosure must be clearly identified by the words "Proprietary Information" printed on the lower right hand corner of the page. Marking the entire proposal exempt from disclosure or as Proprietary Information will not be honored.

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

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

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

2.5. REVISIONS TO THE RFP

If HCA determines in its sole discretion that it is necessary to revise any part of this RFP, then HCA will provide addenda via e-mail to all individuals who have made the RFP Coordinator aware of their interest. Addenda will also be published on Washington's Electronic Bid System (WEBS), at <https://fortress.wa.gov/ga/webs/>. For this purpose, the published questions and answers and any other pertinent information will be provided as an addendum to the RFP and will be placed on the website.

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

2.6. DIVERSE BUSINESS INCLUSION PLAN

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

2.7. ACCEPTANCE PERIOD

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

2.8. COMPLAINT PROCESS

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

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

2.8.2. A complaint must be submitted to HCA prior to five business days before the bid response deadline. The complaint must:

2.8.2.1. Be in writing;

2.8.2.2. Be sent to the RFP Coordinator in a timely manner;

2.8.2.3. Clearly articulate the basis for the complaint; and

2.8.2.4. Include a proposed remedy.

The RFP Coordinator will respond to the complaint in writing. The response to the complaint and any changes to the RFP 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. A Bidder or potential Bidder cannot raise during a bid protest any issue that the Bidder or potential Bidder raised in a complaint. HCA's action or inaction in response to a complaint will be final. There will be no appeal process.

2.9. RESPONSIVENESS

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

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

2.10. MOST FAVORABLE TERMS

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

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

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

2.11. CONTRACT AND GENERAL TERMS & CONDITIONS

The ASB will be expected to enter into a contract which is substantially the same as the sample contract and its general terms and conditions attached as Exhibit C. HCA will not accept any draft contracts prepared by any Bidder. The Bidder may submit exceptions as allowed in the Certifications and Assurances form, Exhibit B to this RFP. All exceptions must

be submitted as an attachment to Exhibit B. HCA will review requested exceptions and accept or reject the same at its sole discretion.

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

2.12. COSTS TO PROPOSE

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

2.13. RECEIPT OF INSUFFICIENT NUMBER OF PROPOSALS

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

2.14. NO OBLIGATION TO CONTRACT

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

2.15. REJECTION OF PROPOSALS

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

2.16. COMMITMENT OF FUNDS

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

2.17. ELECTRONIC PAYMENT

The state of Washington prefers to utilize electronic payment in its transactions. The ASB will be provided a form to complete with the contract to authorize such payment method.

2.18. INSURANCE COVERAGE (ADD OTHER INSURANCE AS REQUIRED)

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

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

2.18.1. Liability Insurance

2.18.1.1. Commercial General Liability Insurance: ASB 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 form CG 00 01 (or a substitute form providing equivalent coverage). All insurance must cover liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insureds (cross liability) condition.

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

2.18.1.2. Business Auto Policy: As applicable, the ASB 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.

2.18.2. 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.

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

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

Confidential Information – is information that is exempt from disclosure to public or other unauthorized persons under 42.56 RCW or other federal or state

laws. Confidential Information includes, but is not limited to, Personal Information and Protected Health Information.

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

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

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

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

- 2.18.3.1. Computer forensics assistance to assess the impact of a Data Breach, determine root cause, and help determine whether and the extent to which notification must be provided to comply with Breach notification laws;
- 2.18.3.2. Notification and call center services for individuals affected by a security incident, or privacy Breach;
- 2.18.3.3. Breach resolution and mitigation services for individuals affected by a security incident or privacy Breach, including fraud prevention, credit monitoring, and identity theft assistance; and
- 2.18.3.4. Regulatory defense, fines, and penalties from any claim in the form of a regulatory proceeding resulting from a violation of any applicable privacy or security law(s) or regulation(s).

2.18.4. Additional Provisions

Above insurance policy must include the following provisions:

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

2.18.5. Workers' Compensation Coverage

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

3. PROPOSAL CONTENTS

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

- A. Letter of Submittal, including signed Certifications and Assurances (Exhibit A to this RFP)
- B. Technical Proposal
- C. Management Proposal
- D. Cost Proposal
- E. Diverse Business Inclusion Plan (Exhibit B to this RFP)
- F. Executive Order 18-03 (Exhibit D to this RFP)

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

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

3.1. LETTER OF SUBMITTAL (MANDATORY)

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

- 3.1.1. Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom contract would be written.
- 3.1.2. Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.).
- 3.1.3. Legal status of the Bidder (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.
- 3.1.4. Federal Employer Tax Identification number or Social Security number and the Washington Uniform Business Identification (UBI) number issued by the state of Washington Department of Revenue. If the Bidder does not have a UBI number,

the Bidder must state that it will become licensed in Washington within 30 calendar days of being selected as the Apparently Successful Bidder.

- 3.1.5. Location of the facility from which the Bidder would operate.
- 3.1.6. Identify any state employees or former state employees employed or on the firm's governing board as of the date of the proposal. Include their position and responsibilities within the Bidder's organization. If following a review of this information, it is determined by HCA that a conflict of interest exists, the Bidder may be disqualified from further consideration for the award of a contract.
- 3.1.7. Any information in the proposal that the Bidder desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.56 must be clearly designated. The page must be identified and the particular exemption from disclosure upon which the Bidder is making the claim must be listed. Each page claimed to be exempt from disclosure must be clearly identified by the word "Proprietary" printed on the lower right hand corner of the page. In your Letter of Submittal, please list which pages and sections that have been marked "Proprietary" and the particular exemption from disclosure upon which the Bidder is making the claim.

3.2. TECHNICAL PROPOSAL (SCORED)

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

- 3.2.1. **Project Approach/Methodology** – Include a complete description of the Bidder's proposed approach and methodology for the project. This section should convey Bidder's understanding of the proposed project including experience providing Peer Services and Supportive Housing Services.
- 3.2.2. **Work Plan** – Include all project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of the project defined in this RFP. This section of the technical proposal must contain sufficient detail to convey to members of the evaluation team the Bidder's knowledge of the subjects and skills necessary to successfully complete the project. Include any required involvement of HCA staff. The Bidder may also present any creative approaches that might be appropriate and may provide any pertinent supporting documentation. The Work Plan should incorporate relationships with local/regional housing resources and relationships.
- 3.2.3. **Project Schedule** – Include a project schedule that aligns with the Trueblood Implementation plan indicating when the elements of the work will be completed. Project schedule must ensure that any deliverables requested are met.
- 3.2.4. **Outcomes and Performance Measurement** – Describe the impacts/outcomes the Bidder proposes to achieve as a result of the delivery of these services

including how these outcomes would be monitored, measured, and reported to HCA.

3.2.5. **Risks** – The Bidder must identify potential risks that are considered significant to the success of the project. Include how the Bidder would propose to effectively monitor and manage these risks, including reporting of risks to the HCA contract manager.

3.2.6. **Deliverables** – Fully describe deliverables to be submitted under the proposed contract. Deliverables must support the requirements set forth in Section 1.2, Objectives and Scope of Work.

3.3. MANAGEMENT PROPOSAL (SCORED)

3.3.1. Project Management

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

3.3.1.2. **Staff Qualifications/Experience** – Identify staff, including subcontractors, who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel, and include the amount of time each will be assigned to the project. Provide resumes for the named staff, which include information on the individual's particular skills related to this project, education, experience, significant accomplishments and any other pertinent information. The Bidder must commit that staff identified in its proposal will actually perform the assigned work. Any staff substitution must have the prior approval of HCA.

3.3.2. Experience of the Bidder (SCORED)

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

3.3.2.1.1. Providing the evidence-based practice of Permanent Supportive Housing services;

3.3.2.1.2. Providing Housing first and Harm Reduction services;

- 3.3.2.1.3. Providing Foundational Community Supports – supportive housing and/or supported employment;
- 3.3.2.1.4. Employing and supervising certified peer counselors;
- 3.3.2.1.5. Working with local Coordinated Entry Programs;
- 3.3.2.1.6. Working with Public Housing Authorities;
- 3.3.2.1.7. Working with County/City Jails;
- 3.3.2.1.8. Linkage with crisis triage/stabilization facilities;
- 3.3.2.1.9. Working with inpatient Substance Abuse Treatment Providers;
- 3.3.2.1.10. Using Master Leasing Agreements for housing individuals with high barriers to housing;
- 3.3.2.1.11. Demonstrates strong recovery support values; and
- 3.3.2.1.12. Experience serving diverse populations.

3.3.2.2. Indicate other relevant experience that indicates the qualifications of the Bidder, and any subcontractors, for the performance of the potential contract.

3.3.2.3. Include a list of contracts the Bidder has had during the last five years that relate to the Bidder's ability to perform the services needed under this RFP. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and fax numbers/e-mail addresses.

3.3.3. Related Information (MANDATORY)

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

3.3.3.2. If the Bidder's staff or subcontractor's staff was an employee of the state of Washington during the past 24 months, or is currently a Washington State employee, identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date.

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

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

3.3.4. References (SCORED)

List names, addresses, telephone numbers, and fax numbers/e-mail addresses of **three homeless safety net references** for the Bidder's organization for whom work has been accomplished and briefly describe the type of service provided. Do not include current HCA staff as references. By submitting an 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.

3.3.5. OMWBE Certification (OPTIONAL AND NOT SCORED)

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

3.4. EXECUTIVE ORDER 18-03 (SCORED)

Pursuant to RCW 39.26.160(3) and consistent with Executive Order 18-03 – Supporting Workers' Rights to Effectively Address Workplace Violations (dated June 12, 2018), HCA will evaluate bids for best value and provide a bid preference in the amount of **5 points** to any Bidder who certifies pursuant to the certification attached **Exhibit D, Contractor Certification for Executive Order 18-03 – Workers' Rights**, that their firm does not require its employees, as a condition of employment to sign or agree to mandatory individual arbitration clauses or class or collective action waiver. If Bidder's firm does require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waiver, the firm will receive zero (0) points for this section.

3.5. COST PROPOSAL (SCORED)

The maximum fee per each contract must be \$793,000 or less to be considered responsive to this RFP. The evaluation process is designed to award this procurement not necessarily to the Bidder of least cost, but rather to the Bidder whose proposal best meets the requirements of this RFP. However, Bidders are encouraged to submit proposals which are consistent with state government efforts to conserve state resources.

3.5.1. Identification of Costs (SCORED)

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

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

3.5.2. Computation

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

4. EVALUATION AND CONTRACT AWARD

4.1. EVALUATION PROCEDURE

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

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

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

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

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

4.2. EVALUATION WEIGHTING AND SCORING

The maximum number of written evaluation points available is 100 points. The Mandatory Requirements are evaluated on a pass/fail basis. The following weighting and points will be assigned to the proposal for evaluation purposes:

Mandatory Requirements (**NOT – SCORED**)

RFP Compliance – Administrative Review (pass or fail)

Mandatory Requirements (**SCORED**)

Technical Proposal – 60% 60 points

Management Proposal – 30% 30 points

Executive Order 18-03 Certification – 5% 5 points

Cost Proposal – 5% 5 points

TOTAL

100 POINTS

4.2.1. Evaluation Process

Responses that pass all Mandatory requirements will be further evaluated and scored. Evaluators will evaluate and assign a score to each Scored 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:

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

Score	Description	Discussion
0	No Value	Response is missing, totally inadequate or does not fully comply with the requirement.
1, 2	Poor	Response has not fully established the capability to perform the requirement or has marginally described its ability.
3, 4	Below Average	Response only minimally addresses the requirement and the Bidders ability to comply with the requirement or simply has restated the requirement.
5, 6	Average	Response shows an acceptable capability to meet the requirement and has shown sufficient detail to be considered as meeting the expectation stated in the requirement.
7, 8, 9	Good	Response is thorough and complete and demonstrates firm understanding of concepts and requirements.
10	Excellent	Response demonstrates far superior capability and clearly exceeds expectations.

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

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. SUBSTANTIALLY EQUIVALENT SCORES

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

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

4.4. NOTIFICATION TO BIDDERS

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

4.5. 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:

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

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

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

4.6. PROTEST PROCEDURE

A bid protest may be made only by Bidders who submitted a response to this RFP and who have participated in a debriefing conference. Upon completing the debriefing conference, the Bidder is allowed five business days to file a protest 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 RFP must follow the procedures described below. Protests that do not follow these procedures will not be considered. This protest procedure constitutes the sole administrative remedy available to Bidders under this RFP.

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 (1) the RFP number, (2) the grounds for the protest with specific facts, (3) complete statements of the action(s) being protested, and (4) the relief or corrective action being requested.

- 4.6.1. Only protests alleging an issue of fact concerning the following subjects will be considered:
 - 4.6.1.1. A matter of bias, discrimination, or conflict of interest on the part of an evaluator;
 - 4.6.1.2. Errors in computing the score; or
 - 4.6.1.3. Non-compliance with procedures described in the RFP or HCA requirements.

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

Upon receipt of a protest, HCA will undertake a protest review. The HCA Director, or an HCA employee delegated by the HCA Director who was not involved in the RFP, will consider the record and all available facts. If the HCA Director delegates the protest review to an HCA employee, the Director nonetheless reserves the right to make the final agency decision on the protest. The HCA Director or his or her designee will have the right to seek additional information from sources he or she deems appropriate in order to fully consider the protest.

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

- 4.6.2. The final determination of the protest will:
 - 4.6.2.1. Find the protest lacking in merit and uphold HCA's action; or
 - 4.6.2.2. Find only technical or harmless errors in HCA's acquisition process and determine HCA to be in substantial compliance and reject the protest; or
 - 4.6.2.3. Find merit in the protest and provide options to the HCA Director, which may include:
 - 4.6.2.3.1. Correct the errors and re-evaluate all Proposals; or

4.6.2.3.2. Issue a new solicitation document and begin a new process;
or

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

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

5. RFP EXHIBITS

Exhibit A Certifications and Assurances

Exhibit B Diverse Business Inclusion Plan

Attached as Separate Documents

Exhibit C Sample Contract including General Terms and Conditions

Exhibit D Executive Order 18-03

Attachment A FORENSIC HARPS Participant Log

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

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: _____

PROPOSED SAMPLE CONTRACT
Posted Separately

EXECUTIVE ORDER 18-03
Posted Separately

FORENSIC HARPS Participant Log
Posted Separately