

State of Washington  
Department of Retirement Systems

**Request for Proposals No. 26-03  
IRS E-File Tax Reporting Support**

**REQUEST FOR PROPOSALS NO. 26-03**

Date June 17, 2026

**STATE OF WASHINGTON**  
Department of Retirement Systems  
Tumwater, Washington

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**IRS E-File Tax Reporting Support**

All amendments to this RFP prior to the deadline for submitting proposals will be published on the Washington's Electronic Business Solution (WEBS) site at <https://fortress.wa.gov/ga/webs/home.html>. It is the Bidder's responsibility to access the RFP, all amendments, questions and answers, and related documents on WEBS.

**PROCUREMENT TITLE:**

IRS E-File Tax Reporting Support

**PROPOSAL DUE DATE:**

July 31, 2026, at 3:00 p.m. Pacific Daylight Time

**EXPECTED TIME PERIOD FOR CONTRACT:**

The period of performance of any contract resulting from this RFP shall begin immediately following the date of execution, and end on **August 30, 2027**.

The State reserves the right to extend the contract for up to a maximum of 1 year. Amendments extending the period of performance, if any, shall be at the discretion of the State.

**AMERICANS WITH DISABILITIES ACT:**

DRS complies with the Americans with Disabilities Act (ADA). Bidders may contact the RFP Coordinator to receive this Request for Proposals in an alternative format.

**RFP COORDINATOR:**

Wendy Kancianich  
Washington State Department of Retirement Systems  
Telephone: (360) 664-7231  
Email: [drs.rfp@drs.wa.gov](mailto:drs.rfp@drs.wa.gov)

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# 1. PROCUREMENT OVERVIEW

## 1.1 PURPOSE

The Washington State Department of Retirement Systems (DRS) is seeking a vendor to provide one year of IRS e-Filing support in 2027.

## 1.2 BACKGROUND

The IRS is transitioning from the Filing Information Returns Electronically (FIRE) system to the Information Returns Intake System (IRIS) system for e-Filing. DRS will migrate to the new portal in 2028, however for 2027 DRS' system output cannot accommodate IRIS' required Application to Application (A2A) and Extensible Markup Language (XML) format to bulk file large volumes of information returns.

- DRS' 1099 files are currently formatted according to IRS publ 1220 as .txt files
- DRS' 1042 files are currently formatted according to IRS publ 1187 as .txt files
- Record Keeper's 1099 files expected to be formatted consistent with IRS requirements for the IRS system
- Record Keeper's 1042 files expected to be formatted consistent with IRS requirements for the IRS system
- Estimated record counts per file:

Form	Initiator	Filing Type	Estimated Record Count
1099R	DRS	Initial Filing - January	300,000
1099R	Record Keeper	Initial Filing - January	30,000
1042	DRS	Initial Filing - January	75
1042	Record Keeper	Initial Filing - January	45
1099R	DRS	Corrections (Prior 3 years) - June	1,000
1099R	Record Keeper	Corrections (Prior 3 years) - June	10
1042	DRS	Corrections (Prior 3 years) - June	10
1042	Record Keeper	Corrections (Prior 3 years) - June	5

DRS administers Washington state's eight public sector retirement systems with 15 separate plans that are offered by over 1,400 employers. These plans have a combined total asset value of approximately \$217 billion as of June 30, 2025.

## 1.3 MINIMUM QUALIFICATIONS

- This procurement is open to any authorized e-file providers that have been authorized by the Internal Revenue Service. An IRS e-file Provider is a business or organization authorized by the IRS to participate in IRS e-file. It may be a sole proprietorship, partnership, corporation or other entity.
- The bidder must have the ability to bulk e-file large volumes of records.

- The bidder must have at least 5 years of experience as an authorized e-file provider.

#### **1.4 LICENSE**

The Bidder must be licensed to conduct business in the State of Washington. If the Bidder is not licensed, the Bidder must state that it will become licensed in Washington within thirty (30) calendar days of being selected as the Apparent Successful Bidder (ASB).

#### **1.5 PERIOD OF PERFORMANCE**

The initial period of performance of any contract resulting from this RFP is the date of contract execution through August 30, 2027, for e-filing services.

DRS reserves the right to extend the contract for up to a maximum of 1 year. Amendments extending the period of performance, if any, shall be at the discretion of DRS.

#### **1.6 SCOPE OF SERVICES.**

The Vendor shall receive, validate, prepare, and electronically submit DRS and Record Keeper information return files to the IRS in compliance with all applicable IRS publications, technical specifications, and security requirements. The Vendor shall act as the authorized transmitter for DRS.

##### **1.6.1. File Intake and Format Requirements**

Vendor is expected to:

- Receive and process all DRS and Record Keeper files in the formats provided.
- Treat all incoming data as read-only; the Vendor is not authorized to update or change the information data received.
- Validate file structure and identify any file-level or record-level errors.
- Notify DRS promptly of any issues requiring correction.

To aid the vendor in performing their responsibilities, DRS will:

- Provide 1099-R files formatted according to IRS Publication 1220 for 2025 as .txt files.
- Provide 1042-S files formatted according to IRS Publication 1187 for 2025 as .txt files.
- Provide Record Keeper-generated files in IRS-compliant formats.
- Deliver files according to the agreed-upon schedule.

### **1.6.2. IRS e-File Submission**

Vendor is expected to:

- Maintain active status as an IRS-Authorized e-File Provider, including all required testing and renewals.
- Submit all approved files to the IRS through the appropriate IRS e-file platform (FIRE, IRIS, or successor systems).
- Support all IRS-required formats, including Application-to-Application (A2A) and XML submissions.
- Provide confirmation of successful transmission and IRS acknowledgment files within one business day.

To aid the vendor in performing their responsibilities, DRS will:

- Review and approve all files prior to IRS submission.
- Provide written or electronic authorization for each submission.
- Provide corrected files when needed for resubmission.

### **1.6.3. Error Handling and Reconciliation**

Vendor is expected to:

- Monitor all IRS acknowledgments, reject notices, and error reports.
- Provide DRS with detailed error summaries, including error codes and affected records.
- Resubmit corrected files only after receiving updated data and explicit approval from DRS.
- Maintain an audit trail of all submissions, rejects, and resubmissions for at least seven (7) years.

To aid the vendor in performing their responsibilities, DRS will:

- Review IRS reject notices and provide corrected data files.
- Coordinate with the Record Keeper when errors relate to Record Keeper-generated data.
- Approve any corrected file for resubmission.

### **1.6.4 Reporting and Documentation**

Vendor is expected to:

- Provide submission confirmation reports for each file transmitted.
- Provide IRS acknowledgment files and status notifications.
- Provide detailed reject/error reports when applicable.
- Provide annual summary reports of all submissions, rejects, and resubmissions.
- Notify DRS of any IRS or system changes affecting file formats or submission processes.

To aid the vendor in performing their responsibilities, DRS will:

- Review and acknowledge receipt of Vendor submission confirmations and IRS acknowledgments.
- Maintain internal records of all filings and IRS communications.
- Provide any additional documentation needed to support IRS submission processes.

#### **1.6.5 Planning and Coordination**

Vendor is expected to:

- Participate in annual planning meetings with DRS.
- Provide technical support during peak filing periods.
- Notify DRS of any IRS system changes affecting file formats or submission processes.

To aid the vendor in performing their responsibilities, DRS will:

- Provide an annual filing calendar including deadlines for initial file delivery, correction cycles, and final submission windows.
- Participate in annual planning and IRS readiness activities.
- Notify the Vendor of any IRS requirement changes known to DRS.

#### **1.6.6. Performance Standards**

The Vendor is expected to meet the following minimum performance expectations:

- 100% of files submitted by IRS deadlines.
- 100% of IRS acknowledgments delivered to DRS within one business day.



- 100% of IRS rejects communicated to DRS within one business day.
- 99.5% system uptime during filing season.
- Zero unauthorized data changes.

#### 1.6.7. Prohibited Activities

The Vendor shall not:

- Modify, correct, or alter any DRS or Record Keeper data.
- Partially edit or partially resubmit files.
- Submit any information to the IRS without explicit DRS approval.
- Store DRS data outside of an approved secure environment.

## 2. PROCUREMENT PROCESS

### 2.1 RFP COORDINATOR

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

RFP Coordinator	
<b>Name</b>	Wendy Kancianich
<b>Phone Number</b>	360-664-7231
<b>Email Address</b>	drs.rfp@drs.wa.gov

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

### 2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Activity	Schedule Date
Issue Request for Proposals	June 17, 2026
Questions due	July 17, 2026
Answers posted	July 23, 2026
Complaints due	July 24, 2026
<b>Proposals due</b>	<b>By July 31, 2026 3:00 PM Pacific Time</b>

Invite selected bidder(s) for interview if requested by DRS	Aug. 11, 2026
Interviews (if requested by DRS)	Aug12- Aug 17, 2026
Apparent Successful Bidder Announcement & notification to unsuccessful bidders	Aug 20, 2026
Last day to request debriefing conference	Three business days after announcing ASB
Protest period ends	Five business days after debrief
Sign contract	Upon resolution or closure of protest period and no later than Sept 3, 2026

**DRS reserves the right to revise the above schedule.**

### **2.3 REVISIONS TO THE RFP**

In the event it becomes necessary to revise any part of this RFP, amendments and/or addenda will be published on WEBS.

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

### **2.4 QUESTIONS**

Specific questions regarding this Request for Proposals must be submitted via email to DRS's RFP Coordinator by July 17th, 2026. Answers to all submitted questions will be posted on WEBS on or before July 23, 2026.

DRS shall be bound only by written answers to questions. An oral response to any question is to be considered unofficial.

### **2.5 COMPLAINT PROCEDURE**

A potential Bidder may file a complaint regarding the proposal process. Grounds for a complaint may include:

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

Interested Bidders should note that, if they choose not to file a complaint, they waive their right to file a protest based on the proposal process that could have been raised in a pre-proposal complaint.

The complaint must be submitted in writing to the RFP Coordinator no later than five business days before the bid response deadline, or July 24, 2026, whichever is later.

The complaint must include:

- The complainant's name, mailing address, telephone number, and e-mail address.
- A clear and specific statement articulating the basis for the complaint.

- A proposed remedy.

DRS will send a written response to the complainant before the deadline for bid submissions. The response will explain DRS' decision and any steps it will take in response to the complaint. The complaint and the response, including any changes to the solicitation that may result, will be posted on WEBS.

## **2.6 RESPONSIVENESS REVIEW**

All proposals will be reviewed by the RFP Coordinator to determine compliance with administrative requirements and instructions specified in this RFP, as well as to ensure minimum qualifications are met. 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.

DRS also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

## **2.7 REJECTION OF PROPOSALS**

DRS 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.

## **2.8 CLARIFICATION OF PROPOSAL**

The RFP Coordinator may contact the Bidder for clarification of any portion of the Bidder's proposal.

## **2.9 EVALUATION PROCEDURE**

Responsive proposals will be evaluated strictly in accordance with the requirements stated in the solicitation and any addenda issued. An evaluation team, designated by DRS and comprised of subject matter experts, will determine the ranking of the proposals.

## **2.10 EVALUATION WEIGHTING AND SCORING**

Proposals not meeting the minimum qualifications in Section 1.3 will not be scored.

The following weighting will be used to score the written proposals.

<b>Criteria</b>	<b>Points</b>
Technical Proposal	40
Qualifications, training, and experience of the firm. May include evaluations of previous performance	35
Fee Proposal (lowest proposed bid ÷ this proposal bid x percentage = score)	15
Executive Order 18-03 – Workers' Rights (See Attachment B Section 3.4. Mandatory arbitration/class action clauses: No = 2, Yes = 0)	3
Certified Veteran or Small Business	7
<b>TOTAL</b>	<b>100</b>

DRS, at its sole discretion, may select the top scoring Bidders for an oral interview. Bidder interviews, if any, will be scored separately from the written proposals. Both the written proposal and the interviews, if any, will be considered in the final determination.

### **2.11 INTERVIEWS (IF REQUESTED)**

As part of the selection process, DRS reserves the right to interview the finalist(s). If needed, interviews are expected to be held on Aug 12- Aug 17, 2026. The key personnel proposed to be involved in the performance and management of the project and must participate in the oral interview. Failure to attend the requested interview may result in removal from further consideration.

All commitments made by a Bidder during the interview will be considered binding if the Bidder is selected as ASB.

### **2.12 REFERENCE CHECKS**

Reference checks will be conducted prior to contract execution. At DRS' discretion, reference checks may only be conducted for the top ranked Bidder(s). The reference check process will include the Bidder's. DRS also reserves the right to request and consider information from sources other than the references provided in the Bidder's proposal. Information obtained from references will not be scored but will be considered when making the final selection of the Apparent Successful Bidder (ASB).

### **2.13 BEST VALUE**

In accordance with RCW 39.26.160, DRS will select the lowest responsive and responsible Bidder.

In determining whether a Bidder is responsible, DRS will assess:

- The ability, capacity, and skill of the Bidder to perform the contract or provide the service required;
- The character, integrity, reputation, judgment, experience, and efficiency of the Bidder;
- Whether the Bidder can perform the contract within the time specified;
- The quality of performance of previous contracts or services;
- The previous and existing compliance by the Bidder with laws relating to the services described in this RFP; and
- Such other information as may be secured having a bearing on the decision to award the contract.

In determining the lowest responsive and responsible Bidder, DRS may consider best value criteria. The evaluation process is designed to award this procurement not necessarily to the Bidder presenting the lowest cost, but rather to the Bidder whose proposal best meets the requirements of this RFP.

### **2.14 NOTIFICATION TO BIDDERS**

DRS will attempt to notify the Apparent Successful Bidder of its selection by telephone, prior to posting the notice on DRS' website and in WEBS. If telephone contact is unsuccessful, an email sent to the ASB's point of contact will satisfy this notification requirement. Bidders whose proposals have not been selected for further negotiation or award will also be notified by email.

### **2.15 DEBRIEFING CONFERENCE**

After DRS has notified Bidders of the Apparent Successful Bidder, an unsuccessful Bidder may request a debriefing conference. The RFP Coordinator must receive the request no later than three business days after notification of the Apparent Successful Bidder.

DRS will hold the debriefing conference within three business days of the request, unless it extends that time period and explains to the requester the reason(s) for the time extension. The debriefing conference will be conducted by telephone and will be scheduled for a maximum of 30 minutes.

The purpose of the debriefing conference is to give the Bidder insight into how its proposal might have been stronger and might have better met the RFP requirements. The scope of the debriefing conference will be limited to the Bidder's proposal, and how that proposal might be improved in any future procurement process. The debriefing conference will not include a comparison to other Bidders' proposals, scores or evaluations.

Protest provisions allowed under this RFP are only available to those Bidders who have timely requested and participated in a debriefing conference. A Bidder who fails to do so waives its right to protest.

## **2.16 PROTEST PROCEDURE**

No protest may be submitted until after DRS has announced the Apparent Successful Bidder. After that announcement, an unsuccessful Bidder who requested and participated in a debriefing conference may file a protest.

DRS reserves the right to reject, without consideration, any protest that does not comply with any requirement in this section.

The protest must be emailed to the RFP Coordinator within five business days after the completion of the protester's debriefing conference.

DRS will only consider a protest that is factually and unambiguously based on one or more of the following grounds:

- Errors in the scoring of the protester's bid.
- Failure to follow RFP procedures.
- Failure to follow applicable law or rule.
- Bias, discrimination, or conflict of interest negatively affecting the protester's evaluation or interests.

The protest must be signed by a person authorized to bind the protester to a contractual relationship.

The protest must contain:

- The name, mailing address, telephone number, and e-mail address of the person responsible for submitting the protest.
- A clear and factually specific statement of the ground(s) for the protest.
- A complete and specific statement of the relief or corrective action requested.

Protest resolution process:

- A. A person who was not involved in the solicitation process will objectively review the information submitted by the protester, as well as other relevant facts known to DRS.

- B. If a protest directly affects another Bidder's interests, DRS will give that Bidder an opportunity to submit its views and any relevant information to the RFP Coordinator.
- C. DRS will resolve the protest by making appropriate findings and deciding on an appropriate course of action. DRS may find, for example, that:
  - The protest lacks merit, and the procurement process will be upheld.
  - Only technical or harmless errors occurred, which had no significant effect on the fairness or legality of the procurement process, and the procurement process will be upheld.
  - The protest has merit, and DRS will take corrective action, such as (but not limited to) reevaluating all bids, cancelling the RFP, or reissuing the RFP.
- D. DRS will send its written response to the protester within ten business days after receiving the protest, unless it extends that time period and explains the reason(s) for that extension to the protester.

## 3. PROPOSALS

### 3.1 SUBMISSION OF PROPOSALS

Proposals that do not comply with any of the requirements in this section may be rejected as non-responsive. DRS reserves the right, however, at its sole discretion, to waive minor administrative irregularities.

Proposals must be submitted as attachments to an email sent to the RFP coordinator, with the following filename conventions:

- Questionnaire/Non-cost proposal: [Bidder Company Name] NCP 26-03.pdf
- Cost proposal: [Bidder Company Name] CP 26-03.xlsx (or .xls)
- Bidder's Information, Declaration and Certification: [Bidder Company Name] BIDC 26-03 .pdf

All proposals must be submitted in English and must be stated in US Dollars.

The Cost Proposal must be submitted in Microsoft Excel format (xls or .xlsx), using the file provided with this RFP. The other sections must be compiled into a single Adobe Acrobat (.pdf) document, formatted to print on eight and one-half by eleven-inch (8.5" by 11") paper.

The Bidder's name must be clearly stated at the top or bottom (header or footer) of each page of the response.

The email with the entire proposal attached (including both the narrative response and cost proposal) must arrive and be stamped by DRS' email network no later than 3:00 Pacific Daylight Time on July 31, 2026. Late submissions will not be accepted and will be automatically disqualified from further consideration. Allow sufficient time to ensure receipt by the deadline. DRS assumes no responsibility for technical delays caused by email failures.

All proposals and accompanying documentation become the property of DRS and will not be returned. Bidders must be aware that all proposals will be deemed to be public records as defined in RCW 42.56, "Public Records Act," following announcement of the Apparent Successful Bidder. See Section 4.4 PROPRIETARY INFORMATION – PUBLIC DISCLOSURE before submitting a proposal in response to this RFP.

### **3.2 ACCEPTANCE PERIOD**

Proposals must provide forty-five (45) days for acceptance by DRS from the date proposals are due to DRS.

### **3.3 MOST FAVORABLE TERMS**

DRS reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted on the most favorable terms the Bidder can propose. There will be no best and final offer procedure. DRS does reserve the right to contact a Bidder for clarification of its proposal.

Contract negotiations may incorporate some or all of the Bidder's proposal. It is understood that the proposal will become a part of the official procurement file on this matter without obligation to DRS.

### **3.4 PROPOSAL CONTENTS**

The five major sections of the proposal are to be submitted in the following order:

- **Introduction**
- **Summary Proposal**
- **Non-Cost Proposal-Questionnaire - Attachment C to this RFP**
- **Bidder's Information, Declarations and Certifications, and Contract Exceptions - Attachment B**
- **Fee Schedule - Attachment A**

Proposals must provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the proposal but should assist the Bidder in preparing a thorough response.

### **3.5 INTRODUCTION (NON-SCORED)**

#### **3.5.1 Cover Page**

Include the following information on the cover page:

- A. Company name
- B. Primary contact for this proposal, including name, title, telephone and email
- C. Procurement Title: E-File Tax Reporting Support

#### **3.5.2 Cover letter - Optional**

Your firm may provide a cover letter that is no longer than one page to introduce your proposal.

#### **3.5.3 Contract Exceptions - Optional**

Review the Sample Contract provided with this RFP as Exhibit A. If Bidder has any issues or concerns with the contract language or requirements that must be revised before signing, describe the issue or concern and the proposed revision.

### **3.6 SUMMARY PROPOSAL**

Provide a stand-alone summary of the proposal, describing the main points of each section. Take particular care in the preparation, as this summary will be used as a guide by the panel when conducting oral interviews, if needed. Avoid simply directing the reader to information found in other sections of your proposal.

### **3.7 NON-COST PROPOSAL/QUESTIONNAIRE (SCORED)**

Provide your responses to all questions in **Attachment C – Questionnaire**. Include the question number and the text of the question as stated in **Attachment C – Questionnaire**, followed by your response.

### **3.8 BIDDER’S INFORMATION, DECLARATIONS AND CERTIFICATIONS (REQUIRED)**

Complete, sign and insert Attachment B, Bidder’s Information, Declarations and Certifications.

NOTE: The Bidder’s Information, Declarations and Certifications form (Attachment B) must be signed 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.

### **3.9 FEE SCHEDULE (SCORED)**

Complete the Fee Schedule provided. Please provide a transparent, itemized fee structure that includes:

- Implementation Costs: One-time setup, configuration, mapping, testing, and onboarding fees.
- Annual Operating Costs: Ongoing service fees, hosting, maintenance, support, and IRS filing cycles.
- Per-File or Per-Submission Fees: If applicable, costs for each 1099 or 1042 submission, resubmission, or correction.
- Optional Services: Any additional services not required by DRS (e.g., printing, mailing, TIN validation) should be listed separately.
- Cost Assumptions: Please provide any assumptions or dependencies that affect pricing.

The cost score for each Part of the scope of services will be calculated as follows:  $\text{Lowest proposed cost} \div \text{bidder's proposed cost} = 15$  maximum points

### **3.10 BIDDER’S UNDERSTANDING OF THE RFP**

In responding to this RFP, the Bidder fully accepts the responsibility to understand the RFP in its entirety, and in detail, including submitting questions necessary to gain such understanding. DRS reserves the right to disqualify any Bidder who demonstrates less than such understanding. Further, DRS reserves the right to determine, at its sole discretion, whether the Bidder has demonstrated such understanding.



That right extends to cancellation of award if award has been made. Such disqualification and/or cancellation shall be at no fault, cost, or liability whatsoever to DRS.

### **3.11 GOOD FAITH STATEMENT**

All information provided by DRS in this RFP is offered in good faith. Individual items are subject to change at any time.

### **3.12 CONTRACT AND GENERAL TERMS AND CONDITIONS**

The Apparent Successful Bidder will be expected to enter into a contract that is substantially the same as the sample contract and its general terms and conditions attached as Exhibit A. In no event is a Bidder to submit its own standard contract terms and conditions in response to this solicitation. Bidder may submit exceptions in the CERTIFICATIONS AND ASSURANCES, AND CONTRACT EXCEPTIONS section of the proposal, as stated in Section 3.5.3 of this RFP. DRS will review requested exceptions and accept or reject them at its sole discretion.

### **3.13 ACCESS TO DATA**

Upon request and with reasonable and sufficient notice, the CONTRACTOR shall provide access to data generated under this contract to DRS, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the CONTRACTOR'S reports, including computer models and methodology for those models

### **3.14 PROPRIETARY INFORMATION – PUBLIC DISCLOSURE**

Materials submitted in response to this competitive procurement shall become the property of DRS. Following announcement of the ASB, the proposals shall be deemed public records as defined in RCW 42.56, "Public Records Act."

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 as well as the particular exemption from disclosure upon which the Bidder is making the claim. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on the lower right-hand corner of the page.

DRS will consider Bidder's request for exemption from disclosure; however, DRS will make a decision predicated upon Chapter 42.56 RCW. Marking the entire proposal exempt from disclosure will not be honored. The Cost Proposal will not be exempt from disclosure, even if it is marked as such. The Bidder must be reasonable in designating information as confidential. If any information is marked as proprietary in the proposal, such information will not be made available until the affected Bidder has been given an opportunity to seek a court injunction against the requested disclosure.

A charge will be made for copying and shipping, as outlined in RCW 42.56.120. No fee shall be charged for inspection of contract files, but twenty-four (24) hours' notice to the RFP Coordinator is required. All requests for information should be directed to DRS' Public Records Officer at [PDR@drs.wa.gov](mailto:PDR@drs.wa.gov).

### **3.15 AMERICANS WITH DISABILITIES ACT**

DRS complies with the Americans with Disabilities Act (ADA). Bidders may contact the RFP Coordinator to receive this Request for Proposals in an alternate format.

### **3.16 MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION**

In accordance with the legislative findings and policies set forth in chapter 39.19 RCW, DRS encourages participation in all of its contracts by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Preferences will not be included in the evaluation of proposals and no minimum level of MWBE participation shall be required as a condition for receiving an award. Proposals will not be rejected or considered non-responsive due to the level of MWBE participation.

### **3.17 SMALL BUSINESS AND VETERAN-OWNED BUSINESS PARTICIPATION**

In accordance with the intent of Chapter 39.26.005 RCW, the State encourages Agency purchases of goods and services from state small businesses. State small business, mini-business, and microbusiness are defined in RCW Chapter 39.26.010 (22), (17), and (16) respectively. These types of businesses will receive 7 points for their participation. In accordance with Chapter 43.60A.200 RCW, the State encourages participation in all of its contracts from firms certified by the Washington State Department of Veterans' Affairs (DVA). For information on these certified firms, Bidders may contact DVA at <http://www.dva.wa.gov/BusinessRegistry/>.

Although the State encourages OMWBE- and DVA-certified firms to participate in state contracts, no minimum level of participation by such firms will be required as a condition for receiving the award. Proposals will not be rejected or considered non-responsive based on the level of participation of OMWBE- or DVA-certified firms.

### **3.18 ACCESS EQUITY CONTRACT REPORTING.**

Bidders who are awarded a Contract (i.e., Contractor) pursuant to this Competitive Solicitation and who utilize subcontractors to perform such Contract must, as a condition of Contract award, register and report, as Contractor, through Access Equity, Washington's secure online business diversity vendor management system (B2GNow), which is managed by Washington's Office of Minority and Women's Business Enterprises (OMWBE). Accordingly, please note:

- Regardless of whether Contractor previously has registered with B2GNow for any public entity, Contractor must verify that *Access Equity* has current information.
- During the Contract term, Contractor shall report monthly through *Access Equity* any payments to subcontractors pertaining to the Contract. Such reporting shall include total payment in dollars made to subcontractors, payment dates, and any additional information required to verify payment to subcontractors.
- Subcontractors must utilize *Access Equity* to verify such payment information as reported by Contractor.
- Information regarding Access Equity is available at OMWBE's website: <https://omwbe.wa.gov/>. Online training for *Access Equity* is available through OMWBE.

### **3.19 COSTS TO PROPOSE**

DRS 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 in any other activities related to responding to this RFP.

### **3.20 NO OBLIGATION TO CONTRACT**

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

### **3.21 COMMITMENT OF FUNDS**

The Director of DRS, or the Director's delegate, is the only individual who may legally commit DRS 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.

### **3.22 BILLINGS**

The Contractor shall bill DRS as payment milestones are completed. DRS will pay the Contractor upon receipt of a properly completed invoice, which shall be submitted to the DRS Contract Administrator and cc the DRS Accounts Payable inbox: [drs.accountspayable@drs.wa.gov](mailto:drs.accountspayable@drs.wa.gov) Each invoice must clearly indicate the DRS Contract Number 26-03.

Payment shall be considered timely if made by DRS within thirty (30) days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

DRS may, in its sole discretion, terminate the contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any terms or conditions of the contract.

No payments shall be made by DRS in advance or in anticipation of services or supplies to be provided under the contract.

### **3.23 INSURANCE COVERAGE**

The Contractor shall, at its own expense, obtain and keep in force insurance coverage, which shall be maintained in full force and effect during the term of the contract.

#### **Liability Insurance**

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

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

### **Workers' Compensation Coverage**

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

### **3.24 DEFINITIONS**

Definitions for the purpose of this RFP include:

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

**DRS** – The Department of Retirement Systems is the agency of the State of Washington that is issuing this RFP.

**Bidder** – The single Bidder responsible for submitting a Proposal. The Bidder submits the proposal representing the Contractor and all Subcontractors. The term "Bidder" is used in instances referring to the Proposal and contract negotiation processes.

**Contract Manager** – The individual designated by DRS to direct work under the contract and act as the approval authority for all things related to this contract.

**Contractor** – The individual or company whose proposal has been accepted by DRS and has entered into a fully executed, written contract. "Contractor" is used when referring to the Bidder's responsibilities after a contract is awarded. There may be other individuals or companies serving as subcontractors on a Proposal.

**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.

## **4. RFP ATTACHMENTS AND EXHIBITS**

### **4.1 RFP ATTACHMENTS**

Attachment A: Fee Schedule

Attachment B: Bidder Information, Declaration and Certification Form

Attachment C: Questionnaire

## **4.2 RFP EXHIBITS**

Exhibit A: Sample Contract