

**Request for Qualifications & Quotations**

**Self-Insurance Claims Electronic Data Interchange (EDI)**

**Solicitation No. K3453 Issue date: November 16, 2015**

## **RFQQ SCHEDULE**

This schedule is subject to change. Please see *RFQQ Modification* for more information.

|  |  |
| --- | --- |
| **RFQQ SCHEDULE** | |
| EVENT | **DATES & TIME** |
| Issue Request for Responses: | November 16, 2015 |
| **Questions Due:** | November 19, 2015 |
| Answers Posted: | November 24, 2015 |
| Complaint Period Ends: | November 25, 2015 |
| **Due Date for Responses:** | **December 3, 2015** at **11:59 PM** local time in Olympia, Washington |
| Conduct Evaluations: | December 4 – 11, 2015 |
| Oral Interviews, if any: | December 10 – 11, 2015 |
| Notification of Award: | December 14, 2015 |
| Request for Debrief Period: | December 15 – 17, 2015, by 5:00 PM local time in Olympia, Washington |
| Debrief Must be Held by: | December 18, 2015, by 5:00 PM local time in Olympia, Washington |
| Execute Contract: | December 31, 2015 |
| Anticipated Start Date: | January 4, 2016 |

## **VENDOR REGISTRATION / WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS)**

Washington's Electronic Business Solution (WEBS) is an Internet vendor registration and solicitation notification system. The system offers one online site where vendors can register to receive state government solicitation notifications. L&I shall utilize WEBS for all solicitation updates (e.g. addenda, amendments, posting, etc.). WEBScan be accessed at: <http://des.wa.gov/services/ContractingPurchasing/Business/Pages/WEBSRegistration.aspx>.

**Bidders must register in WEBSby the bid Due Date.** Failure to do so may result in the rejection of the Bidder's response. Bidders are encouraged to register as early as possible to ensure they have access to RFQQ updates. A Bidder will not receive a notification of the RFQQ or the updates prior to their registration.

Bidders are strongly encouraged to download the original RFQQ from WEBS. Only Bidders who have downloaded the original RFQQ directly from WEBS prior to an amendment being issued will receive email notification via WEBS of the amendment.

Please select at least one of the following Commodity Codes when registering in WEBS.

|  |  |  |
| --- | --- | --- |
| **COMMODITY CODES** | | |
| **Commodity Code** | **Commodity Code Title** | **Description** |
| 915-26 | Communications And Media Related Services | EDI (Electronic Data Interchange) Value Added Network (VAN) Services |
| 920-22 | Data Processing, Computer, Programming, And Software Services | Data Preparation and Processing Services (Including Bates Coding) |

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# GENERAL INFORMATION

## **INTRODUCTION**

The Washington State Department of Labor & Industries (hereafter called L&I, agency or the department) is initiating this Request for Qualifications & Quotations (RFQQ) to solicit responses from individuals or firms interested in contracting with L&I to provide xxx.

|  |  |
| --- | --- |
| **Expected (initial) Time Period For Contract:** | January 2016 to June 2017, for further detail see the *Period of Performance* clause. |
| **Maximum Potential Compensation:** | $150,000 (first 1.5 years of this contract) |

## **PERIOD OF PERFORMANCE**

The period of performance of any contract resulting from this solicitation is tentatively scheduled to begin on or about January 2016, and end on or about June 2017, with possible amendments extending the contract in any increments for up to ten (10) years; L&I reserves the right to extend further based on documentable business need.

## **FUNDING**

L&I anticipates that it will spend a maximum of $150,000 for the first term of this contract. Bids in excess of this amount may be rejected as non-responsive.

L&I offers no guarantee of volume or usage. In the event additional funds become available, any contract awarded may be renegotiated to provide for additional services. Any variance shall be justified to L&I's Contract Manager who shall have discretion to approve/disapprove compensation for such variance

L&I shall NOT be responsible for any additional costs or expenses incurred by the Contractor in the performance of work described in the ***Scope of Work***, which include but are not limited to travel, lodging, meals, and other miscellaneous expenses otherwise incurred by the Contractor.

## **POSSIBILITY FOR MULTIPLE CONTRACT AWARDS**

L&I intends to select one contractor to provide the required services, however, we may select more than one contractor and issue multiple contracts based on responses to this RFQQ. Contracts may be awarded for portions of the services required, if L&I determines a need to split up services.

L&I will select a contractor(s) whose response(s) best meets all, or a portion of, the requirements.

## **DEFINITIONS**

**Bid:** means an offer, proposal, or quote for goods or services in response to a solicitation issued for such goods or services by the department or an agency of Washington state government.

**Bidder:** means an individual or entity who submits a bid, quotation, or proposal in response to a solicitation issued for such goods or services by the department or an agency of Washington state government.

**Contractor:** means an individual or entity awarded a contract with the department or an agency to perform a service or provide goods.

**Certified Minority and Women-Owned Business Enterprise (MWBE):** means a minority or women-owned business enterprise certified by the Office of Minority and Women's Business Enterprises of Washington State.

**L&I:** means the state of Washington, Department of Labor and Industries.

**Vendor:** Any business with an interest in this solicitation.

**Washington's Electronic Business Solution (WEBS):** This is the state’s enterprise vendor registration and bid notification system.

**Working Days:** mean days that L&I is open for business (weekends, state holidays, closures for weather or other unexpected closures are excluded).

**Third Party Administrator (TPA):** an organization who administers claims for one or more entities.

**Employer and Self-Insured Employer (SIE):** an employer who has been granted the authority by the Department of Labor and Industries to administer and pay for their own worker’s compensation program.

**Trading Partner or Submitter:** means the entity who submits data to the vendor. This can be either the Third Party Administrator or the Self-Administered Employer.

**Self-Administered Employer (SAE):** an employer who manages their own claims instead of using a Third Party Administrator.

**Monopolistic:** Washington is a monopolistic state for workers’ compensation coverage, which means that third-party insurance carriers cannot provide workers’ compensation insurance for Washington employers. Most employers are insured through the Washington State Fund; a small number qualify to self-insure.

## **BACKGROUND**

The Self-Insurance Compliance program is undergoing a complete transformation in that the program is transitioning from a cycle system to a complaint/issue based system in an attempt to audit the right thing, at the right time, for the right reason. This director supported initiative is in response to a need expressed by the self-insured community (including employees, employers, labor, and other constituents) through a recommendations report created by their external stakeholder group. The work being done to support this initiative is a part of a project called SIRAS – Self-Insurance Risk Analysis System.

## **OBJECTIVE & Scope of Work**

The Washington State Department of Labor and Industries is soliciting qualifications and quotes from qualified individuals/firms to assist the Self-Insurance Division of Workers’ Compensation to exchange claim information with employers and claim administrators following The International Association of Industrial Accident Boards and Commissions (IAIABC) Release 3 electronic data interchange (EDI) standards.

The department and the Self-Insurance program wish to leverage a revised electronic data interchange (EDI) model to receive detailed data about each claim as reported by the employers/Third Party Administrators (TPAs). Currently, employers/TPAs submit electronic data to L&I through the existing Self Insured Electronic Data Reporting System (SIEDRS) application. The amount of data collected via SIEDRS is inadequate and unreliable to accomplish the goals of the audit reform.

* First, the revised EDI model will introduce a national standard data dictionary which introduces much more detailed claim data, providing an adequate source of data to be used for analytics.
* Second the new model will leverage a third party vendor to accept the data directly from the employers/TPA.

The EDI solution request is to use the national standards (Release 3) for the Claims Data Dictionary set forth by The International Association of Industrial Accident Boards and Commissions (IAIABC). The vendor will need to coordinate with the department in the setup of both the department’s system and the trading partner’s systems to submit the First Report of Injury (FROI) and Subsequent Report of Injury reports (SROIs). The vendor must work with L&I to ensure the data submitted to the vendor complies with L&I rules and policies and matches up with any existing data in L&I’s legacy claims database by means of a service exposed to validate data in the legacy system. In the instance(s) that an error is encountered, the vendor must work with the department and/or the trading partner to correct the data and resubmit.

## **STAKEHOLDER ASSISTANCE**

L&I staff will be responsible for communicating and working with interested stakeholders. However the awarded Contractor will assist with stakeholdering *as an integral part of each deliverable* by:

* + Proposing approaches for addressing and defusing any potential stakeholder concerns. This includes clarifying the rationale for recommendations, anticipating potential stakeholder concerns and, as much as possible, finding means to avert or assuage potential issues before they are seen as problems.
  + Preparing briefing materials such as overheads or handouts to be used in presentations concerning the project when requested by L&I.
  + Attending, participating and providing expert support, if needed, in presentations and meetings with stakeholders.

# QUALIFICATION REQUIREMENTS

Please see the Bidder’s Questionnaire.

# DELIVERABLES AND OTHER REQUIRED REPORTS

Brief descriptions of the deliverables and other required reports are set out below. Because the contractor chosen through this solicitation will be controlling the manner and means of conducting the work, the descriptions are not intended to completely describe all of the work that the contractor would need to perform to complete the deliverables.

The Bidder is encouraged to propose alternatives to the deliverables described below if it believes there is a better way to achieve the project purpose. Alternatives and the Bidder's rationale for those alternatives must be clearly described in the *Bidder’s Questionnaire*.

Each deliverable shall initially be submitted to L&I’s Contract Manager in outline form for discussion of the scope, analytical methods, and organization. After L&I accepts the outline, the Contractor will produce a draft report and submit it to L&I for review and comment. L&I will advise the Contractor of any errors or concerns before the Contractor completes the final deliverable. The Contractor will produce a final version of each deliverable that addresses L&I's feedback.

Brief descriptions of the deliverables and other required reports:

#### Deliverable #1 – Project Management Plan, Schedule and Business Continuity/ Disaster Recovery Plan

Support from the awarded Contractor’s organization must be demonstrated by having or identifying an Executive Account Manager assigned to the Knowledge Management Project effort. The Executive Account Manager should have sufficient authority over the awarded contractor’s Project Manager and other awarded Contractor personnel to address the awarded Contractor ‘s ability to meet the project’s schedule, handle potential changes in project scope or costs, and address the awarded Contractor resource needs or challenges. The SIRAS Project will have a schedule that requires strong and engaged upper management involvement by both L&I and the awarded Contractor.

Ongoing project coordination and communications will use project management processes to monitor and control project activities for the life of the project. While the SIRAS Project has established reporting and communications plans, the awarded contractor should identify the core components of their communication and stakeholder management approach. When integrated with the SIRAS Project effort, the Vendor’s communications plan should provide for a solid, effective, and cohesive communication framework.

The information being submitted to the vendor is claim data and is an integral part of our business. It is important for the vendor to plan and be prepared in the instance of a disaster.

**The awarded Contractor will:**

* + Provide a project management plan that encompasses the framework in which they intend to deliver the services and/or products. The project management plan should include, but not be limited to:
* Project Work Plan (Schedule).
* Project Resource Plan – level of effort and role for all onsite/offsite project activities.
* Project Requirements Management Plan.
* Project Risk Management Plan.
* Project Issue/Defect Management Plan.
* Project Change/Scope Control Management Plan.
* Communication Management Plan.
* Provide a project schedule.
* Plan for and document business continuity and disaster recovery:
  + Provide a plan for backup and recovery.
  + Provide a plan for down-time and emergency responses.
  + Provide continuity of assigned personnel. Any change of personnel assigned to the project must be submitted to L&I for prior approval.
  + Provide a plan for your fail safe system that rolls over to a geographically distant location in the instance of a disaster.

**Key Product to be Delivered by the awarded Contractor:**

* Project Management Plan.
* Project Schedule.
* Business Continuity / Disaster Recovery Plan.

**Deliverable #2 – Project Requirements and Documentation**

L&I technical staff will meet with the Vendor to analyze the WA Self-Insurance Workers’ Compensation Program to define requirements for the EDI solution, to map the WA required and WA applicable fields to the IAIABC national standard and to define the Element Requirement Table, Event Table, and Edit Matrix tables. The awarded Contractor will be responsible for documenting and creating an Implementation Guide for the department and for the trading partners.

**The awarded Contractor will:**

* Review business and technical requirements with L&I Self-Insurance business staff and SIRAS project staff:
  + Match L&I Self-Insurance Workers’ Compensation program’s compliance requirements to IAIABC standards.
  + Determine and document how to integrate EDI information with L&I Workers’ Compensation system.
  + Populate Element Requirement Table, Event Table, and Exit Matrix.
  + Create and document scenarios.
  + Provide EDI Implementation Guide.
  + Comply with L&I’s technical and cyber security requirements.
  + \*\*Two new fields are being added to the IAIABC R3 for L&I – the awarded Contractor must modify their systems to accommodate the use of these fields.

**Key Products to be delivered by the awarded Contractor:**

* Element Requirement Table, Event Table and Edit Matrix.
* EDI Implementation Guide.

#### Deliverable #3 – Trading Partner Setup, Documentation and Transition

This deliverable will ensure the proper EDI set up and management of the trading partners’ in their transition to L&I EDI requirement. The vendor must facilitate the setup, testing and executing of the trading partner’s transition. The vendor must provide training and information to L&I staff and to the trading partners on recommendations and specifications on the national standard and how to properly set up the trading partner’s systems for proper transmittal and L&I’s system for proper receipt of EDI data.

**The awarded Contractor will:**

* Manage trading partners’ EDI setup, communication, and transition to L&I EDI requirement.
  + Provide a Trading Partner Implementation Guide.
  + Facilitate setup, testing, executing and documentation.
  + Develop, coordinate, execute and validate.
  + Vendor must have the capacity and ability to get all WA State trading partners set up (approximately 376 employers / 67 submitters). If any compliance issues with L&I rules and polices should arise, the vendor will coordinate with L&I to resolve.
* Provide training and information for L&I staff and trading partners.
  + Provide training, recommendations and specifications for adjustments to hardware, network, and software with L&I contracted technical staff who perform services for L&I Self-Insurance Workers’ Compensation programs.
  + Store and maintain trading partner information in a secure environment. Make information available to L&I staff.
  + Provide education seminars and information for trading partners.

**Key Products to be Delivered by the awarded Contractor:**

* Recommendations and specifications.
* Status reports on progress for all trading partners.
* Trading Partner Implementation Guide.
* State Implementation Guide.
* Training Documentation .
* Training Plan.

#### Deliverable #4 – Technical Support and Security

This deliverable is to ensure the awarded Contractor follows security policies in the setup, implementation and ongoing maintenance set forth by L&I, and to ensure that technical support will be provided for both the state and the trading partners during the project and ongoing.

**The awarded Contractor will:**

* Provide technical support for state and state trading partners.
  + Make necessary technical updates for changes to IAIABC standards and state requirements, and communicate these changes with L&I staff. The changes will be at no charge to L&I when they are requested or required by the IAIABC or if the vendor has their own changes. If L&I request the changes, the awarded Contractor and L&I will negotiate pricing at the time of the request.
  + Provide technical support for L&I staff, technical support staff, and trading partners by phone and email from 8:00 AM – 5:00 PM local Olympia, Washington time.
  + Assist L&I and technical staff with IAIABC file layouts and data mapping.
* Follow L&I technical and cyber security policies.
  + The awarded Contractor will work with L&I Information Services Security Office (ISSO) staff, to ensure all security policies are followed.
  + Work with the project’s Solution Architect and the architecture office to determine the best method for L&I’s legacy claim data to be used for validation for First Report of Injury (FROI) and SROI (Subsequent Report of Injury), (e.g. exposed via web service calls, etc.).

#### Deliverable #5 – Testing Internal and External Systems

The L&I test team will develop a Test Plan with the awarded Contractor’s team that will be based on the functional and technical requirements. The Test Plan will outline the overall approach for testing and will include all test scenarios, test scripts, test cycles, test procedures, and requirements traceability necessary for L&I to accept the system.

The awarded Contractor and L&I project team will work together to ensure three main areas of readiness are addressed in the solution:

* User Readiness
* Data Readiness
* System Readiness

The awarded Contractor will work collaboratively with the L&I project team to develop a detailed and complete Implementation Plan.

**The awarded Contractor will:**

* Conduct formal testing in all aspects of the system:
  + Conduct beta testing, testing, and implementation of EDI system with both the trading partners and L&I.
  + Work with L&I staff to develop a test plan, test scripts, test procedures, test data and scenarios.
  + Provide trading partner testing.
  + Thoroughly test both trading partner and L&I data flows for accurate submission and receipt of data.

**Key products to be delivered by the awarded Contractor:**

* Test plan (with L&I).
* Test scenarios and test data.
* Acceptance Test Report.
* Tested Solution.
* Implementation plan.

#### Deliverable #6 – Implementation

The awarded Contractor will work with L&I to place a fully tested system, that has been accepted by L&I, into a production environment, in which it is fully functional and ready for the submission of data from Washington State trading partners.

**Key products to be delivered by the awarded Contractor:**

* Accepted system in production.

#### Deliverable #7 – Maintenance

The awarded Contractor will receive, edit and process first and subsequent reports from employers and claim administrators, including edits against L&I’s Self-Insurance Workers’ Compensation programs database. Edits include IAIABC edits, L&I Self-Insurance Workers’ Compensation program edits, and comparison to L&I’s claims databases for duplicate injury reporting and employer verification. The vendor will follow L&I requirements on system acknowledgements and responses to trading partners. The vendor will provide means for high-volume and low-volume trading partners to submit EDI data through their system.

**The awarded Contractor will:**

* Be responsible for EDI Data processing:
  + Receive, edit, and process first and subsequent reports from trading partners, including edits against L&I’s Self-Insurance Workers’ Compensation programs database. Edits include IAIABC edits, L&I Self-Insurance Workers’ Compensation program edits, and comparison to L&I’s claims databases for duplicate injury reporting, employer verification, and insurance coverage verification.
  + Create and send acknowledgements for receipt of data within 24 hours.
  + Provide a web-based EDI data entry system for low-volume trading partners.
  + Provide solution for creation of jurisdiction claim number required for acknowledgement consistent with current L&I’s claims databases.
  + Provide basic reporting capabilities to include counts of records processed for specified time period, by trading partner, with errors, by record type, by MTC code.
  + Provide edited data for L&I to load into L&I’s claims database daily.
  + Monitor trading partners for adherence to filing and compliance requirements.
  + Design and implement a plan to accommodate data entry from paper forms that have no corresponding IAIABC EDI transaction.
  + Design and implement a plan to integrate legacy claims with EDI reporting.

**Key Products to be Delivered by awarded Contractor:**

* User reference and support tools:
  + Such as “how to guides,” “tips and tricks,” and comprehensive online help.

#### 

# SOLICITATION PROCESS

## **RFQQ COORDINATOR**

The RFQQ Coordinator (Coordinator) is the sole point of contact in L&I for this solicitation. Communications directed to parties other than the RFQQ Coordinator may result in disqualification of the Bidder. The Coordinator can be reached as follows:

Misti Puening, RFQQ Coordinator

Department of Labor & Industries

PO Box 44720

Olympia, WA 98504-4720

Phone: 360-902-4698

Email: [K3453@LNI.WA.GOV](mailto:K3450@LNI.WA.GOV)

## **QUESTION AND ANSWER PERIOD**

Specific questions and/or suggestions concerning the solicitation shall be submitted during the question and answer period. Bidders may email questions and/or suggestions to the RFQQ Coordinator. Questions will be accepted until the date set forth in the RFQQ Schedule. Early submission of questions is encouraged.

The answer to any question which is given orally is to be considered tentative. Questions will be researched and the official answer posted on *WEBS* within a few days after the conclusion of the *Question and Answer* period, see *RFQQ Schedule*. This will ensure accurate, consistent responses to all Bidders. Only the written responses will be considered official.

## **BIDDERS’ CONFERENCE**

There will NOT be a pre-proposal conference for Bidders (Bidders’ Conference). Questions submitted in writing or by phone will be documented and answered by L&I in written form as explained in *RFQQ Modification*. L&I shall be bound only to its written answers to questions.

## **COMPLAINT PROCESS (PRE-BID DUE DATE)**

According to the Schedule on the cover page of this solicitation, Bidders may submit a complaint, to the RFQQ Coordinator if s/he believes: 1) the solicitation unnecessarily restricts competition; 2) the solicitation evaluation or scoring process is unfair or flawed; or, 3) the solicitation requirements are inadequate or insufficient to prepare a response (bid). Complaints must be submitted in writing, clearly articulate the basis for the complaint, and must include a proposed remedy. Text of a complaint is limited to one 8-1/2” X 11” single-sided page in 10 point font or larger.

L&I will address valid complaints. Any changes to the solicitation as a result of a complaint will be documented as outlined in *RFQQ Modification*; otherwise, all other responses to complaints will be posted separately in WEBS. The department’s solicitation may continue. The complaint may not be raised again during the protest period. No further administrative remedy or appeal is available.

## **RFQQ MODIFICATION**

L&I reserves the right to change the *Schedule* or issue amendments to the solicitation at any time. L&I also reserves the right to cancel or reissue the solicitation in whole or in part, and for any reason, at the sole discretion of L&I at any time prior to execution of a contract.

In the event it becomes necessary to revise any part of the solicitation/RFQQ, addenda will be posted on *WEBS* and Bidders are responsible for checking *WEBS* for any addenda or changes to the RFQQ.

## **SUBMISSION OF BID**

All proposals must arrive via attachment to an email, forwarded to the RFQQ Coordinator by 11:59 p.m. local time on the bid due date in the RFQQ *Schedule*. **Bidders should identify their proposal submission email by entering “PROPOSAL to RFQQ #K3453” in the Subject line**. Proposal attachments should be in Microsoft Word, Project or Excel software, which is preferred, or they can be in a PDF (Portable Document Format).

The maximum allowed file size per email is 30 MB. If the Proposal file is larger than 30 MB, or if Bidder must send the Proposal in smaller increments, Bidder may send separate emails indicating the Proposal submission will be sent in multiple e-mails. Bidders should use the Email Subject Line formats provided below.

**Email Subject Line Format Examples**

If Bidder’s Proposal being submitted is contained in one email that is under 30MB

Subject: Vendor Name – Proposal to RFQQ #K3453– Email 1 of 1

If Bidder’s Proposal is larger than 30MB, Bidder must send their Proposal in separate emails

Subject: Vendor Name – Proposal to RFQQ # K3453– -Email 1 of n

Subject: Vendor Name – Proposal to RFQQ # K3453– Email 2 of n

**Attachments in a .ZIP format and mailed or faxed proposals WILL NOT be accepted**.

Late proposals shall not be accepted and shall automatically be disqualified from further consideration. Delivery shall be at the Bidder’s sole risk to ensure delivery to the designated time and place. L&I does not take responsibility for any problems in the email.

## **FAILURE TO COMPLY**

The Bidder is specifically notified that failure to comply with any part of the solicitation may result in **rejection of the bid as non-responsive**. Rejected, non-responsive bids will not be scored. Failure to respond to any portions of the *Bidder’s Questionnaire* may result in rejection of the bid as non-responsive and the bid will not be scored.

Many sections of the solicitation use the word "should" or "may". The use of the words "should" or "may" are permissive, not mandatory, and are not intended to legally bind either party.

## **ERRORS**

L&I will not be liable for any errors in bids. L&I reserves the right at its sole discretion, to make corrections or amendments due to minor administrative irregularities contained in any bid.

## **SINGLE RESPONSE**

A single bid (e.g., receipt of a bid from only one Bidder) to the solicitation may be deemed a failure of competition and, at the sole option of L&I, the solicitation may be canceled. Likewise, receipt of only one bid may allow L&I to award a contract to that Bidder.

## **MOST FAVORABLE TERMS**

L&I reserves the right to make an award without further discussion of the bid submitted; there will be no best and final offer procedure. **[NOTE: An exception is that the RFQQ Coordinator may contact the Bidder for clarification of a portion of the bid.]** Therefore, the bid should be initially submitted on the most favorable terms the Bidder can offer.

This RFQQ will become part of the Contract resulting from this solicitation. Contract negotiation may provide for the incorporation of some or all parts of the bid. It is understood that the bid will become a part of the official file on this matter without obligation to L&I.

# EVALUATION

The evaluation process is designed to award the contract to the Bidder with the best combination of attributes as demonstrated in the solicitation scores. Scores are based on the evaluation of the Bidder’s responses to the questions in the *Bidder's Questionnaire* including: brief description of methodology, qualifications, experience, and the cost of services.

## **Failure to Comply**

The Bidder is specifically notified that failure to comply with any part of the solicitation may result in **rejection of the bid as non-responsive**. Rejected, non-responsive bids will not be scored. Failure to respond to any portions of the *Bidder’s Questionnaire* may result in rejection of the bid as non-responsive and the bid will not be scored.

Many sections of the solicitation use the word "should" or "may". The use of the words "should" or "may" are permissive, not mandatory, and are not intended to legally bind either party.

## **REFERENCE CHECKS**

L&I will check references of the top scoring Bidders. L&I reserves the right to contact references not supplied by the Bidder and use the information obtained for scoring. References may include, but are not limited to, other governmental organizations and internal L&I programs.

L&I may choose to contact the references of the top-scoring Bidder(s) only.

## **Substantially Equivalent Scores**

When evaluation of the bids produces numerical ratings that are substantially equivalent, e.g., scores separated by 2% or less of the total available points, L&I reserves the right to award the contract to the Bidder whose bid is deemed to be in L&I's best interest.

## **Selection of Apparent Successful Bidder**

The evaluation process is designed to award the contract to the Bidder with the best combination of experience and attributes. Selection will be based on the evaluation of the Bidder’s responses to the questions in the *Bidder's Questionnaire*, references, and responses and presentation during the oral interview and follow-up questions, if necessary.

## **FINAL SELECTION**

L&I reserves the right, at its sole discretion, to reject any or all responses without penalty and not to issue a contract as a result of this solicitation.

L&I reserves the right to refrain from contracting with any Bidder. The issuance of this solicitation does not compel L&I to purchase. The final selection, if any, will be that response which, in the opinion of L&I, best meets the requirements set forth in this solicitation and is in the best interest of L&I and the state of Washington.

## **EVALUATION PROCEDURES**

The evaluators will consider how well the response meets the needs of L&I as described in the Bidder’s response to each question in the *Bidder's Questionnaire.* It is important that the responses be clear and complete so that the evaluators can adequately understand all aspects of the response.

Scores will be based on information acquired through your responses, and responses of references.

* **Step 1: Administrative and Pricing Evaluation**

***Administrative Review***

Proposals will be reviewed initially by the RFQQ Coordinator to determine, on a pass/fail basis, compliance with *section “Preparing and Submitting a Bid”* of this RFQQ. Only Proposals meeting all Administrative Requirements will be further evaluated.

***Pricing Proposal Scoring***

The Price Scoring compare the Bidder’s proposal with a baseline price to determine the Bidder’s score (see *Bidder’s Questionnaire*).

* **Step 2: Qualitative Evaluation of Written Proposals**

Proposals that satisfactorily complete Step 1 will be evaluated and scored based on responses to the Mandatory Scored Requirements and Preferred Scored items in this RFQQ. The evaluators will consider how well the Bidder's response meets the needs of L&I and the state. It is important that the responses be clear and complete so that the evaluators can adequately understand all aspects of the Proposal. Points will be assigned based on the quality of the Bidder’s response to each of the items being scored. Proposals lacking adequate detail and clarity may receive a lesser score.

***Evaluation Criteria and Scoring Techniques***

The team evaluation will be performed under the direction of the RFQQ Coordinator and will determine which Proposal best meets the needs of the requirements stated in this RFQQ. Bidders will not have contact with the evaluators during any step of the evaluation process. Bidders contacting any of the evaluators will be disqualified from further consideration.

Using scoring criteria developed by L&I prior to the receipt of Bidder proposals, the Evaluation Team will collaboratively score all requirements. A Proposal that fails to address all Mandatory Scored Requirement will result in the Proposal being removed from the evaluation process. Bidders must respond to all scored requirements.

After evaluations of all the written Proposals are complete, the RFQQ Coordinator will tabulate the scores and provide the Evaluation Team with the results. Only the top scorers will be advanced to Step 3: *Product/Solution Demonstration and Oral Interview* and Step 4: *Vendor Reference Evaluation.* The other Bidders will not be evaluated or receive any points in Step 3 or 4.

* **Step 3: Product/Solution Demonstration and Oral Interview**

Top scoring Bidders from Step 2 will be invited to participate in a Product/Solution Demonstration and Oral Interview. Using scoring criteria developed by L&I prior to scheduling the demonstrations, the Evaluation Team will collaboratively score the Demonstration and Oral Interview.

* **Step 4: Vendor Reference Evaluation**

For top scoring Bidders advanced from Step 2, the Evaluation Team will collaboratively score the Vendor Reference Questionnaires after the Demonstrations and Oral Interviews have been completed.

* **Step 5: Final Score Tabulation**

Upon completion of Step 3 and 4, the RFQQ Coordinator will then recommend the Apparently Successful Bidder (ASB) to the RFQQ Sponsors.

## **Cost Evaluation**

This cost evaluation will focus on the Bidder's proposed cost. The Bidder with the lowest Cost will receive the maximum cost evaluation points. Those proposals with higher Costs will receive proportionately fewer cost evaluation points based upon the lowest Cost.

The following formula will be applied to costs. All numbers are rounded to the nearest whole number.

|  |  |  |  |
| --- | --- | --- | --- |
| Lowest Cost Bid **/** Next Lowest Bidder’s Cost **X** Maximum Points Available **=** Cost Score | | | |
|  | Example with made-up cost responses: | | |
|  | **Bidder A** | **Bidder B** | **Bidder C** |
| **Bidder’s Evaluated Cost** | $300 | $250 | $275 |
| **Calculation** | 250 / 300 x 100 | 250 / 250 x 100 | 250 / 275 x 100 |
| **Cost Score** | **83** | **100** | **91** |

## **WEIGHTING OF QUESTIONS**

The scoring/weighting of responses is as follows.

|  |  |
| --- | --- |
| WEIGHTING for Evaluation – Tier 1 | |
| **Topic** | **Points** |
| Pricing | 20 |
| Requirements / proposal | 80 |
| **Total for Tier 1** | **100** |

|  |  |
| --- | --- |
| **WEIGHTING for Evaluation – Tier 2 (Finalists only)** | |
| **Topic** | **Percent** |
| Demonstration & Oral Interview | 80 |
| References | 20 |
| **Total for Tier 2** | **100** |
| **TOTAL MAXIMUM POINTS** | **200** |

**L&I RESERVES THE RIGHT NOT TO BE LIMITED TO THE LOWEST COST BID**

## **AUTHORITY TO BIND THE DEPARTMENT OF LABOR AND INDUSTRIES**

The Director of the Department of Labor and Industries or his designees are the only individuals who may legally commit L&I to the expenditures of funds for a contract resulting from this solicitation. No cost chargeable to the proposed contract may be incurred before receipt of either a fully executed contract or specific, written authorization from the Director.

# DEBRIEF AND PROTEST

## **Debriefing of Unsuccessful Bidders**

Unsuccessful Bidders will be afforded a debriefing conference on request. Requests for a debriefing conference must be made in writing via email to the RFQQ Coordinator.

The request for a debriefing conference must be received and conducted by L&I’s RFQQ Coordinator within three (3) working days after the *Bidder Notice of Award* is emailed by WEBS.

Discussion is limited to a critique of the requesting Bidder's response. Comparisons between bids or evaluations of the other Bidder's responses is not allowed.

## **Protest Process (Post Bid Due Date)**

1. Who May Protest

A party may utilize these protest procedures if it (1) has submitted a Bid, that is, the protester must have submitted a Bid, and (2) has requested a debriefing conference within the required time period, and (3) received a debriefing conference.

1. Limitations

Bidders protesting the award (selection of the Apparent Successful Bidder) must follow the procedures described below. The Bidder should include in its protest all issues it wishes to raise because a Bidder is limited to only one protest. Issues not raised in the initial protest shall not be considered. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Bidders under this procurement. Chapter 34.05 RCW, Administrative Procedures Act (APA) does not apply to this procurement.

1. Protest Review

Upon receipt of a protest, a protest review will be held by the Contracts Office to review the procurement process utilized. This is not a review of Proposals submitted or the evaluation scores received. The review is to ensure agency policy and procedures were followed, all requirements were met and all Bidders were treated equally and fairly. See Allowable and Disallowed Issues below.

If a protest may affect the interest of any Bidder, such Bidder(s) may be given an opportunity to submit its view and any relevant information on the protest to the Contracts Office.

The Contracts Office will consider the record and all facts available and issue a decision within ten (10) working days of receipt of the protest unless additional time is required, in which case the protesting party will be notified by the Contracts Office of the delay. The decision of the Contracts Office will be final and conclusive.

1. Allowable Issues

Only protests setting out an issue of fact concerning the following subjects shall be considered:

1. A matter of bias, discrimination, or conflict of interest on the part of an evaluator.
2. Errors in computing the scores, or
3. Non-compliance with procedures described in the procurement document or agency protest process or DES requirements.
4. Disallowed Issues

Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they attack such issues as:

1. Evaluator's professional judgment on the quality of a Proposal, or
2. L&I's assessments of its own needs or requirements.
3. Protest Procedure and Format

Written Document. All protests must be in writing and signed by the protesting party or an authorized agent and submitted as set out in Protest - Deadline For Receipt by L&I, below. Telegrams, FAXed documents, or similar transmittals will not be considered.

1. Statement of Facts

The protest must state all facts and arguments about an allowable issue reasonably known by the protesting party at the time of the protest on which the protesting party is relying.

1. Required Format

The protest must be set out in the following format:

1. IDENTITY OF THE PROTESTER. Name, address, phone number, FAX number, contact person.
2. IDENTITY OF SOLICITATION. Title of solicitation, date, and solicitation Coordinator.
3. ISSUE PROTESTED. State which of the allowable issues is being protested.
4. SPECIFIC FACTS AND CIRCUMSTANCES. Describe, with specificity and in chronological order, the exact facts and circumstances leading to the belief that a protestable issue occurred. Such statement must include, but is not limited to the following:
   1. Dates of documents, actions, etc.; and
   2. Names and titles of all involved parties; and
   3. Statements, activities, etc. of each involved party.
5. RESOLUTION REQUESTED. State the requested resolution of the protest.
6. ATTACHMENTS. List and include copies of all documents referenced in the protest. However, you do not need to send a copy of your Proposal or this solicitation document.
7. Submit To

Protests should have original signatures on them, so they should be mailed or delivered. Below are the ways to get physical documents to us.*PLEASE NOTE:* *U.S. Postal Service Mail is NOT delivered to this location;* ***delivery can be delayed*** *by one or more days*

Private Carrier/Courier or Hand-Delivery:

Department of Labor & Industries

Contracts Office – Protest on **K3453**

7273 Linderson Way SW

Tumwater, WA 98501-5414

U.S. Postal Service Mail:

Department of Labor & Industries

Contracts Office – Protest on **K3453**

PO BOX 44831

Olympia, WA 98504-4831

After announcing the Apparent Successful Bidder, L&I may offer a contract to the Apparent Successful Bidder. In the event of a timely protest, the Department may proceed further with the procurement but shall not execute the contract unless the protest is decided or until the head of the Department or a designee makes a written determination that the award of the contract without delay is necessary to protect substantial interests of the Department.

1. Deadline for Receipt by L&I

The written protest must be received by the Contracts Office no later than 2:00 p.m. local time in Olympia, Washington, five (5) working days following the scheduled debriefing conference with the unsuccessful Bidder.

# PREPARING AND SUBMITTING A BID

## **COMPLETING THE BIDDER’S QUESTIONNAIRE**

You must respond to the solicitation requirements by completing and returning to L&I the *Bidder’s Questionnaire* **and by including additional pages** as needed to respond to all information required.

The entry field provided for Bidder Responses is not meant to reflect the amount of space L&I expects for a complete response. Bidders may expand those fields as necessary in order to allow for a complete response

**When attaching additional pages** in response to requirements and/or questions:

* restate the number and requirement and/or question; and
* write the response immediately next to the restated requirement and/or question.
* Bidder Identification: The Bidder’s name must be entered at the bottom (footer) of each page of the bid.

Do not respond by referencing material presented elsewhere. The response provided immediately after the restatement of the requirement shall be considered complete and stands on its own merits. A response of "*will comply*" or "*see above"* or similar statement shall receive zero (0) points for scoring purposes. **Failure to respond** to any portions of the *Bidder’s Questionnaire* may result in rejection of the Bid as non-responsive and the bid will not be scored.

## **ACCEPTANCE OF SOLICITATION AND SAMPLE CONTRACT CONTENT**

You must confirm acceptance of the solicitation and Sample Contract content including terms and conditions or request exceptions, see *Certification & Assurances*. **Bidders must provide their exceptions with their Bid (by the Bid Due Date).**

The apparent successful Bidder will be expected to enter into a contract with L&I that is substantially the same as the *Sample Contract,* which is part of this solicitation. A copy of the *Sample Contract* is available for download from *WEBS.* The link is located next to the link for this solicitation.

In no event is a Bidder to submit its own standard contract terms and conditions in response to this solicitation. The Bidder may submit suggested exceptions as allowed in *Certifications & Assurances*. L&I is not required to make the requested changes and may reject the Bidder’s proposal as non-responsive.

## **PROPRIETARY INFORMATION & PUBLIC DISCLOSURE**

Any information contained in the Bid that the Bidder desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.56, must be clearly designated. **The Bidder must cite the statute and briefly explain how it applies to the proprietary information supplied in the bid.** The page and the particular exception/s from disclosure upon which the Bidder is making the claim must be identified. 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. Marking the entire bid as confidential will be neither accepted nor honored and may result in disclosure of the entire bid. The Bidder must be reasonable in designating information as confidential. Bids shall be deemed public records as defined in RCW 42.56 and RCW 39.26. Confidentiality is available only to the limited extent allowed in state law. **L&I can choose to disclose despite information being marked as confidential or proprietary.**

## **COST OF PREPARING BIDS**

L&I is not liable for any costs incurred by Bidders in the preparation and presentation of bids submitted in response to this solicitation.

# BIDDER’S QUESTIONNAIRE QUALIFICATIONS, EXPERIENCE, COST RESPONSE

1. **Firm**

Firm’s Name

Address

City State Zip

Phone Internet

Washington State UBI # Federal Tax ID # or last four of SSN

1. **Primary contact person**

If different from above - provide name, address, phone, and internet.

Firm’s Name

Address

City State Zip

Phone Internet

1. **Principal Officer(s)**

As appropriate, list the individuals who have authority to bind the organization.

Name & Title \_

Address

City State Zip

Phone Internet

Name & Title \_

Address

City State Zip

Phone Internet

1. **Legal Status of the Bidder**

Corporation  Partnership  Sole proprietor  Other

1. **Employee location**

Do you have employees in Washington State?

Yes  No

1. **Firm References**

|  |  |  |  |
| --- | --- | --- | --- |
| 1. Contact Name and Title | Company Name & Address | Period Performed | Email & Phone # |
|  |  |  |  |
| Scope of Work, Description & Size of Company: | | | |
|  | | | |
|  |  |  |  |
| 1. Contact Name and Title | Company Name & Address | Period Performed | Email & Phone # |
|  |  |  |  |
| Scope of Work, Description & Size of Company: | | | |
|  | | | |
|  |  |  |  |
| 1. Contact Name and Title | Company Name & Address | Period Performed | Email & Phone # |
|  |  |  |  |
| Scope of Work, Description & Size of Company: | | | |
|  | | | |

1. **Contract Termination for Default**

Have you had a contract terminated for default in the last five years? Termination for default is defined as notice to stop performance which was delivered to the Bidder due to the Bidder's non-performance or poor performance and the issue of performance was either not litigated due to inaction on the part of the Bidder; or litigated and determined that the Bidder was in default.

Yes  No

If you had a contract terminated for default in this period submit full details including the other party's name, address, and the phone number. Present your position on the matter. L&I will evaluate the facts and may, at its sole discretion, reject the bid on the grounds of its past experience.

1. **Financial Viability/Stability**

The Bidder must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals which might materially affect the viability or stability of the proposing organization; or warrant that no such condition is known to exist. This information is needed only from the subsidiary or division if there is a parent company.

1. **Conflict Of Interest Information**
   1. As of the date of this Response: Are you or do you employ or have as a principal officer or member of your governing board, a current employee of the State of Washington?

Yes  No

* 1. Are you or do you employ or have as a principal officer or member of your governing board, a person who is a former employee of the State of Washington but worked for the state as an employee within the last two (2) years?

Yes  No

* 1. Are you, or do you employ or have as a principal officer or member of your governing board, a person who is a member of an agency board, commission, council, committee, or other similar group formed to advise the activities and management of state government related to the services requested in this solicitation?

Yes  No

* 1. Are you, or do you employ or have as a principal officer or member of your governing board, a person who has a special interest, financial or otherwise, related to the services requested in this solicitation?

Yes  No

If you answered *yes* to any of the questions above it is possible that under chapter 42.52 RCW that person(s) may not be assigned to work on the Contract awarded as a result of this RFQQ. You can contact the RFQQ Coordinator for more information.

Complete the following for each employee (replicate as needed):

Employee’s name Employee’s title

Agency/Board name Date left state employment

Agency/Board contact person Contact’s phone

* 1. The successful Bidder and any proposed subcontractor must be impartial and professional in conducting the review to ensure that the report(s) and/or recommendation(s) is accurate, credible, and unbiased.

**Example:**

Any prospective Bidder who has published a position on the State of Washington funding of a workers’ compensation program may not be considered sufficiently impartial and may be disqualified from bidding on this project.

Any prospective Bidder who stands to gain or lose financially as a result of the outcome of this study shall be deemed to have an actual or potential conflict of interest and may be disqualified from bidding on this project. This RFQQ is not open to insurance companies, insurance brokers, insurance agents, or their employees.

If you believe that you do not have a bias but are concerned that it may appear that you do, you may attach additional sheets explaining why you believe that you should not be excluded as a Bidder. L&I will evaluate this justification.

1. **Bidder Engagement Letter**

This letter should not exceed six pages (12 point font size, Times New Roman font, and with 1’’ margins).

* 1. Please summarize your organization’s proposed approach to this engagement (your methodology), including the resources and expertise your organization possesses that will result in a successful project.
  2. Address that you have an adequate number of staff to meet L&I’s needs to ensure the ability to:

1. Manage more than one project at a time.
2. Meet tight timelines (For example: Washington State (and the SIRAS Project) have until June 30, 2017, to implement the IAIABC EDI solution in production.).
3. Have someone available for assistance in a customer support center from 8:00 AM – 5:00 PM local Olympia, Washington time.
   1. Affirm that the Bidder’s lead Contractor Staff will be available to meet in person or via teleconference with L&I’s project team and/or other L&I staff. The frequency will be determined on an as-needed basis by L&I and the consultant.
   2. Commit that the Contractor Staff proposed for this work will actually perform the contracted services. The Bidder, by submitting a Proposal, agrees that he/she will not remove the selected staff person without the prior approval of Contract Manager. If removal is permitted, the Bidder agrees that it will submit the name of the proposed replacement, who must meet the qualifications and experience requirements, for L&I’s Contract Manager’s review and approval before the individual is assigned responsibility for services of any Contract awarded as a result of this RFQQ.
4. **Risk Management**
   1. Overall Risk:

Define risks you see as being significant to the success of this project, how you would propose to most effectively monitor and manage these risks including performance reporting of the risks to the department’s contract manager.

* 1. Specific Risks:

Provide a business continuation plan that illustrates how you will monitor and manage through times of low L&I demand, labor disruption, loss of facility, key staff/personnel, etc. Provide a plan for dealing with work levels beyond forecasted work levels.

Demonstrate how client files will be kept in a secure and up-to-date fashion.

Outline how you propose to minimize staff turnover and its impact on clients and the department’s contract management staff.

1. **Data Breach**

The awarded Contractor will have access to protected restricted-confidential data and information. L&I must ensure that this data and information is protected. Part of that protection is understanding how the awarded Contractor avoids data breaches, has handled a breach in the past, what the Contractor has learned, and how that learning translated into a plan for response.

* 1. Give us a high-level understanding of how you ensure a data breach does not occur.

Bidder’s Response:

|  |
| --- |
|  |

* 1. Have you ever had a data breach?
* How did you respond to it?
* What did you learn from it?
* What processes or systems have you changed because of it?

Bidder’s Response:

|  |
| --- |
|  |

* 1. Give us a high-level understanding of your Incident Response Process/Plan in case of a breach.

Bidder’s Response:

|  |
| --- |
|  |

1. **Outcomes And Performance Measurement:**

Define any quality assurance measures you propose to use to monitor and report on the delivery of services provided.

**Although some points will be awarded for meeting minimum qualifications, Bidders will be awarded more points for exceeding the minimum qualifications. Responses to other information required will also be scored. Bidders who do not meet at least the minimum qualifications shall be considered non-responsive and the response will NOT be scored.**

**The fields for a Bidder’s response are expandable if using Microsoft Word to complete the Questionnaire. If necessary, Bidders can enter “See Attached” in the Bidder’s response field and provide their response on a separate sheet of paper. At the top of each sheet the Bidder must identify the Question number being addressed.**

1. **Minimum Qualifications (MQ)**

The Bidder must have the qualifications and/or experience described below.

* 1. The Bidder must have 5+ years of experience implementing and operating IAIABC Claims EDI systems for other states.

Bidder’s Response:

|  |
| --- |
|  |

* 1. The Bidder must be an active member of IAIABC.

Bidder’s Response:

|  |
| --- |
|  |

* 1. The Bidder must have a customer support center to work with the employers and the agency on any data or technical issues that provides service from 8-5 local Olympia, WA. time.

Bidder’s Response:

|  |
| --- |
|  |

1. **PREFERRED QUALIFICATIONS (PQ)**

It is preferred that Bidders have the qualifications and/or experience described below.

* 1. It is preferred the Bidder have experience with Self-Insurance.

Bidder’s Response:

|  |
| --- |
|  |

* 1. It is preferred the Bidder have experience with monopolistic states.

Bidder’s Response:

|  |
| --- |
|  |

* 1. It is preferred the Bidder have experience states who also use the data for claims adjudication.

Bidder’s Response:

|  |
| --- |
|  |

1. **Bidder’s Proposal requirements.**

In their proposal the Bidder must provide cost estimates, references, availability, experience, and other information which will enable L&I to assess your qualifications to perform the services requested. **The Bidder is encouraged to offer suggestions, including alternative options which could meet L&I’s objectives.**

1. **Work samples:**

Provide three (3) detailed explanations / samples of recent projects that are of similar nature and scope. Provide deliverables and/or outcomes of those projects.

1. **References / Firm's Contract Experience:**

Provide the information shown below for at least three (3) of your most recent projects or contracts similar to the one being requested. Submit the information as shown in the following sample table including names of team members who will also be involved in this project. The clients listed in response to this question shall be contacted by L&I as Bidder's references.

|  |  |  |  |
| --- | --- | --- | --- |
| **References / Firm's Contract Experience** | | | |
| **Type of Project, Project Purpose** | **Start & End Dates** | **Project Cost** | **Client Name & Type, Address, Contact, Phone** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

1. **Contract Cost**

Consideration for work associated with this project will be based on completion of deliverables. L&I shall pay up to, but not exceed, eighty percent (80%) of the maximum cost of each deliverable. The remaining amount due shall be payable upon completion of the work and acceptance by L&I of the final deliverable.

Maintenance fees do not start until after implementation and acceptance by L&I of the final deliverable of the project.

**For the purposes of evaluation**, the yearly maintenance cost will be added to the total project cost for a total contract cost.

|  |  |  |  |
| --- | --- | --- | --- |
| **Deliverable** | **Title** | **80%** | **20% hold back** |
| 1 | Project Management Plan, Schedule and Business Continuity/ Disaster Recovery Plan |  |  |
| 2 | Project Requirements and Documentation |  |  |
| 3 | Trading Partner Setup, Documentation and Transition |  |  |
| 4 | Technical Support and Security |  |  |
| 5 | Testing Internal and External Systems |  |  |
| 6 | Implementation |  |  |
|  | Subtotal of 80% |  |  |
|  | Subtotal of 20% |  |  |
|  | **Total project cost:** |  |  |
| **Deliverable** | **Title** | **Yearly Cost** | |
| 7 | Maintenance (yearly price) |  | |

**CERTIFICATIONS & ASSURANCES**

I/we make the following certifications and assurances as a required element of the bid to which this is a part, 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 related contract/s.

I/we hereby authorize all references, employers (past and present), business and professional associates (past and present), and all governmental agencies and institutions (local, state, or federal) to release to L&I any information, files, or records required for the evaluation of this bid.

The attached bid is a firm offer for a period of 120 days following receipt, and it may be accepted by L&I without further negotiation (except where obviously required by a lack of certainty in key terms) at any time within the 120 day period. In the case of protest, the protester's bid remains valid until the protest is resolved.

I/we certify that the costs bid to perform this contract do not exceed those charged any other client for the same services performed by the same individuals. The prices and/or cost data were determined independently, without consultation or communication for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single bid.

I/we understand that L&I will not reimburse me/us for any costs incurred in the preparation of this bid. All bids become the property of L&I, and I/we claim no proprietary right to the ideas, writings, items or samples unless so stated in the bid.

In preparing this bid, 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 bid or prospective contract, and who was assisting in other than his or her official, public capacity. Neither does such person nor any member of his/her immediate family have any financial interest in the outcome of this bid.

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.

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 bid for the purpose of restricting competition.

I/we agree that submission of the attached bid constitutes acceptance of all of the solicitation contents, including but not limited to, procedures, evaluation criteria, requirements, administrative instructions, and other terms and conditions, **including those within the Sample Contract**. **If there are any exceptions to these assurances that I/we would like L&I to consider, I/we have described those exceptions in detail on a separate page titled *Exceptions to Assurances.*** I/we agree that providing detail to exceptions must conform as required and described below. L&I is not required to make the requested changes. L&I reserves the right, at any time during the evaluation/award process, to initiate negotiations and establish a deadline for reaching an agreement related to the exceptions submitted. If agreement cannot be reached, L&I may terminate negotiations and remove my organization from further consideration, including selecting an alternate apparent successful Bidder.

**Details to exceptions must include the following:**

* Content of each requested change, including edits showing changes and deletions;
* Bidder’s specific need for which the change is meant to address and;
* Bidder’s reasoning and justification for each change, including the potential impact if not accepted.

**Bidders who attempt to submit exceptions after the bid Due Date may be rejected as non-responsive.**

By submitting this bid via an email attachment, I the sender/Bidder certify that I am authorized to submit a proposal on behalf of this Firm and the information submitted is accurate and true to the best of my knowledge.