

**STATE OF WASHINGTON
Department of Enterprise Services**

Request for Qualifications (RFQ)

RFQ NO. 16-0037-CPRM

PROJECT TITLE: EAP Network Providers

PROPOSAL DUE DATE: November 30, 2016, 4:00 PM

APPLICANTS ELIGIBILITY: This procurement is open to those consultants that satisfy the minimum qualifications stated herein and that are available for work in Washington State.

CONTENTS OF THE REQUEST FOR PROPOSALS:

1. Introduction
2. General Information
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 - A. Sample Contract with General Terms and Conditions
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1. INTRODUCTION

1.1. PURPOSE AND BACKGROUND

The Department of Enterprise Services (DES) provides human resource leadership and solutions to enable state government to deliver public sector excellence.

DES's Employee Assistance Program (EAP) is an internal employee assistance program located within Department of Enterprise Services. The EAP helps state employees, other governmental entities, and their adult family members with personal or work-related problems that may be impacting their work performance.

AGENCY intends to award *multiple* contract(s) to provide the services described in this RFQ.

1.2. OBJECTIVES AND SCOPE OF WORK

This Request for Qualifications (RFQ) is to identify and establish a network of qualified behavioral health providers ("Network Providers" or "Provider(s)") to provide EAP services to state employees and eligible adult family members ("Client") across the state. The Network Providers will provide services that will include face-to-face assessment, short term problem solving and referral for employees and eligible family members of Washington State on a referral basis, which shall be initiated by EAP.

Eligible Applicants will be included in DES's Network Providers. Being a Network Provider establishes Applicant in a network, and does not guarantee work. It is DES's intent to cycle through the Network Providers in a specific county. Frequency of referrals is dependent on a variety of factors, including but not limited to: Clients' demand for EAP services, number of Network Providers in the county, and matching a Provider with a Client with specific service needs. Network Providers will be providing EAP services in all 39 counties of Washington State.

Selected Providers will be compensated at a Standard Fee of \$70.00 per hour. Provider may provide up to three (3) hours of service per client, not to exceed more than \$210.00 per referral.

If through mutual agreement, a Client wishes to continue services with the selected Network Provider, those services would have the potential to be covered through the employees' insurance, but would not be covered by DES, nor through this RFQ or any resulting contract.

1.3 MINIMUM QUALIFICATIONS

Minimum qualifications include:

- (MS) Applicant must possess a valid, current, unrestricted and unencumbered license(s) in one or more of the following areas; **Mental Health Counselor, Marriage and Family Therapist, Psychologist** or **Social Worker** and submit a copy of their license(s) with their application.
- (MS) Applicant must have been licensed with the Washington State Department of Health (DOH) for no less than three (3) years.
- (MS) Applicant must have an office that is ADA compliant.

1.4 PERIOD OF PERFORMANCE

Any Contract that may result from this RFQ will remain in effect for five (5) years from the date of execution. DES may renew the Contract for additional terms of three (3) years. The Contract may be terminated as provided in the Contract terms and conditions.

1.5 DEFINITIONS

The following terms as used throughout this RFQ shall have the meanings set forth below.

“Applicant” shall mean a person or organization submitting an Application in response to this RFQ. An Applicant may be an organization with more than one behavioral health provider. Each behavioral health professional must submit his/her individual application.

“Application” shall mean Applicant’s response to this RFQ.

“Behavioral Health Professional” shall mean a professional licensed with the Washington State Department of Health (DOH) in one or more of the following areas: Marriage and Family Therapy, Mental Health Counselor, Psychologist or Social Worker. See licensing information at the DOH website at <http://doh.wa.gov/licensing/>

“Client” shall mean the individual employee or employee’s family member who has been referred to the provider by the WA State EAP.

“Contract” shall mean contracts, if any, that may result from this RFQ, including all attachments, amendments, and the Applicant’s Application in response to this RFQ.

“Department of Enterprise Services” or **“DES”** shall mean the state of Washington Department of Enterprise Services, any division, section, office, unit or other entity of DES or any of the officers or other officials lawfully representing DES.

“EAP Client Record” shall mean all records that Network Providers create and maintain in connection with providing services to a Client under this RFQ, including all forms and case notes completed by the Network Provider. The EAP Client Record includes a variety of forms, all of which can be located on the EAP website at:
<http://des.wa.gov/services/HRPayroll/eap/contractedprovidersinformation/Pages/default.aspx>

“Emergency” / **“Emergent”** shall mean situations where the Client’s circumstances require immediate intervention by the provider and will be seen or referred to an appropriate provider the same day.

“Employee Assistance Program Services” or **“EAP Services”** shall mean the set of services for which DES has contracted with Network Provider to provide to its employees on an as needed, referral basis. Such services may include face-to-face assessment, short-term problem solving, and referral.

“Employer” shall mean the entity that employs Client.

“Network Provider” or **“Contracted Provider”** or **“Provider”** shall mean a pool of licensed professionals with whom DES enters into a contract as a result of the RFQ ACCO or previous RFQ’s.

“RCW” shall mean the Revised Code of Washington.

“RFQ” shall mean this Request for Qualifications used to competitively acquire Employee Assistance Program (EAP) Network of Contracted Providers.

“Routine” shall mean situations where the Client’s circumstances do not require immediate intervention by the Provider and an appointment can normally be scheduled within one to three business days.

“Standard Fee” shall mean pre-established fees DES pays for the Services under this RFQ, which shall be paid in United States dollars.

“Unencumbered License” shall mean a license that is not revoked, suspended, or made probationary or conditional by the licensing or registering authority in the respective jurisdiction as a result of disciplinary action.

"Unrestricted License" shall mean a license in which the professional has the ability to practice whatever profession they are licensed in.

"Urgent" shall mean situations where the Client's circumstances do not require immediate intervention by the Network Provider, but are of sufficient severity to necessitate prompt intervention (within two business days of the initial Client contact).

"Visit" shall mean up to three (3) face to face periods, not to exceed 180 minutes and \$210.00 per referral. Telephone time spent contacting or attempting to contact the Client shall not be included within the meaning of Visit, unless specifically authorized in advance by EAP.

1.6 ADA

The AGENCY complies with the Americans with Disabilities Act (ADA). Consultants may contact the RFQ Coordinator to receive this Request for Qualification in Braille or on tape.

2. APPLICATION REQUIREMENTS

2.1 (M) Application Information

Using the form provided in Exhibit B, Application, Applicant is to provide the following required information. If information requested on the form is not applicable, or the answer is no, Applicant must state so. **Do not leave sections blank.** This will result in the application being deemed non-responsive.

The Applicant must provide the following information for the legal entity submitting the Application:

2.1.1 (M) APPLICANT INFORMATION

- Applicant's first, middle and last name (including suffix Jr., Sr., etc.).
- List any other name(s) under which you have been known by reference, licensing, or educational institution.

2.1.2 (M) PRACTICE INFORMATION

- Practice Name.
- Practice Primary Contact
- Work phone number
- Mailing address
- Billing address
- County
- Email address
- Fax number
- (MS) If the practice is ADA compliant
- Unified Business Identifier (UBI) Number

Applicants may be awarded in multiple counties, however, Applicants must have an office in each of the counties for which they are applying.

2.1.3 (MS) CERTIFICATION/LICENSURE

At a minimum, Applicants must possess a valid, current, unrestricted and unencumbered license(s) as a Mental Health Counselor, Marriage and Family Therapist, Psychologist or Social Worker and submit a copy of their license(s) with their application. Additionally, Applicant must have been licensed with the Washington State Department of Health (DOH) for no less than three (3) years. For each licensure, provide the following information:

- Licensing Board
- State
- Specify Active or Inactive
- Certificate/License number
- Original issue date
- Expiration date

2.1.4 (M) APPLICANT'S EMPLOYEE RELATIONSHIP WITH WASHINGTON STATE

If any officer or employee of the Applicant named in any part of the their Application is or was an employee of Washington State during the twenty-four (24) months preceding the Application submission date, the Applicant must provide:

- The individual's name
- Dates of employment
- State agency where employed
- Position held

If, following a review of this information, it is determined by DES that a conflict of interest exists or may exist; the Applicant may be disqualified from further consideration at the sole discretion of DES.

If the Applicant is not a current or previous state employee, Applicant must state so.

2.1.5 (M) PROVIDER ATTESTATION QUESTIONS

Applicants must attest to the questions in the *EAP Network of Contract Provider Attestation Questions* form, included as part of Attachment B, *Application*. This form must contain a signature and be included in your Application packet.

2.1.6 (M) CERTIFICATIONS AND ASSURANCES

Applicants must attest to the questions in the *Certification and Assurances* form, included as part of Attachment B, *Application*. This form must contain a signature and be included in your Application packet.

2.1.7 (M) PROFESSIONAL REFERENCES

Applicants must list at least three (3) professional references, from your specialty area, not including relatives, who have worked with you in the past five (5) years. References must be from individuals who, are directly familiar with your work and can attest to your clinical competence in your specialty area. Reference information must include:

- Name of reference
- Title and specialty
- Telephone number
- Email address
- Relationship to Applicant.

The references may be contacted after the evaluation of the Application and DES's determination that Applicant has met the minimum score to warrant a reference check. DES reserves the right to check other potential references known to DES or identified in reference checks.

2.2 CONTRACT AND GENERAL TERMS & CONDITIONS

The apparent successful contractor will be expected to enter into a contract which is substantially the same as the sample contract and its general terms and conditions attached as Exhibit B. In no event is an Applicant to submit its own standard contract terms and conditions in response to this solicitation. The Applicant may submit exceptions as allowed in the Certifications and Assurances form, Exhibit A to this RFQ. All exceptions to the contract terms and conditions must be submitted as an attachment to Exhibit A, Certifications and Assurances form. DES will review requested exceptions and accept or reject the same at its sole discretion.

2.3 (M) INSURANCE COVERAGE

At a minimum, Applicant must obtain the minimum types and amounts of insurance as outlined in this section at the time of Contract award, if any. **Applicant must submit to DES a certificate(s) of insurance that outlines the coverage and limits defined in the RFQ at the time it submits its signed Contract**, if so awarded. Contractors that do not include the required certificate(s) of insurance will not receive an executed Contract and will be ineligible to provide services for DES.

The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the Network Provider, or its agents, while performing under the terms of the Contract. The Provider shall provide insurance coverage, which shall be maintained in full force and effect during the term of the Contract, as follows:

1. **Commercial General Liability Insurance Policy.** Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence.
2. **Professional Liability Policy.** Provide a Professional Liability Insurance Policy appropriate to the Network Provider's profession providing coverage for claims for professional acts, errors and omissions arising out of services performed by the Provider for the period of performance of this Contract. Coverage shall be in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate. If such policy is written on a claims made form, the policy shall provide full coverage for prior acts or include a retroactive date that precedes the effective date of this contract. The policy shall state that coverage is provided on a claims made coverage basis, and shall also state the retroactive date. Contractor is required to buy professional liability insurance for a period of thirty-six (36) months after completion of this contract. This requirement may be satisfied by the continuous purchase of commercial insurance or an extended reporting period.
3. **Additional Insured.** The insurance required shall be issued by an insurance company/ies authorized to do business within the state of Washington. Network Provider agrees to endorse the Washington State Department of Enterprise Services as an Additional Insured on the Commercial General Liability Insurance Policy for the term of this Contract. The Additional Insured shall read "State of Washington". All policies shall be primary to any other valid and collectable insurance. Contractor shall instruct the insurers to give DES thirty (30) days' advance notice of any insurance cancellation.
4. The Network Provider shall provide DES with a copy of the applicable insurance face sheet(s) reflecting these types of coverage and limits defined in this section at the time it submits this signed Contract to DES. Insurance coverage(s) must be effective no later than the effective date of this Contract and for the term of this Contract or as otherwise provided for in this section. Network Provider shall submit renewal certificates as appropriate during the term of this Contract.

The following insurance information for each current policy(ies) must be included on the face sheet or certification of self-insurance:

- Name of current insurance carrier.
- Policy number.
- Mailing address.
- Type of insurance from this carrier.
- Per claim amount.
- Aggregate amount.
- Phone number.
- Fax number.
- Date insurance began.
- Expiration date.

3. GENERAL INFORMATION

3.1 RFQ COORDINATOR

The RFQ Coordinator is the sole point of contact for DES regarding this RFQ. All communication between the Applicants and DES upon release of this RFQ must be in writing with the RFQ Coordinator listed below. DES may disqualify any Applicant who communicates to anyone besides the RFQ Coordinator.

DES considers all oral communications unofficial and non-binding on DES. Applicants should rely only on written statements issued by the RFQ Coordinator, listed below:

Kris Gorgas, RFQ Coordinator
Department of Enterprise Services
Contracts and Procurement

Location Address:
1500 Jefferson St
Olympia, WA 98504-1409

Mailing Address:
PO Box 41409
Olympia, WA 98504-1409

E-mail: kris.gorgas@des.wa.gov

3.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

DES anticipates needing services in remote areas of the state, with the potential for a greater number of Network Providers necessary in areas where there are a larger concentration of public employees. At this time DES plans the following estimated schedule for this procurement. DES reserves the right to revise the schedule at any time. DES will notify Applicants of any changes to this schedule. Amendments to the RFQ will be released through the Washington Electronic Business Solution (WEBS) System.

Event	Time	Date
Release of RFQ to Applicants		10/31/2016
Applicant Questions Period	5:00pm	11/16/2016
DES Written Responses to Applicant Questions Released in WEBS	5:00pm	11/18/2016
Issue Addendum to RFQ (if applicable)		11/22/2016
Application Due Date	4:00pm	11/30/2016
Evaluation of Application by DES		12/5/2016
Announce Apparently Successful Applicants and Unsuccessful Applicants		12/15/2016
Anticipated Contract Effective Date		1/01/2017

3.3 SUBMISSION OF APPLICATIONS

Applications and related documents must be sent to the RFQ Coordinator **no later than 4:00 PM PST Olympia, Washington in accordance with section 2.2 Estimated Schedule of Procurement Activities.**

Applications May Be Submitted as Follows

Electronic Submissions

Applications and related documents can be submitted electronically as an attachment to an e-mail to the RFQ Coordinator, at the e-mail address listed in Section 2.1 RFQ Coordinator. Attachments to e-mail shall be on Microsoft Word format or PDF. Subject Line and Title must be clearly labeled, RFQ EAP Network Provider. Zipped files cannot be received by DES and cannot be used for submission of Applications. The Certifications and Assurances form must have a scanned signature of the individual within the organization authorized to bind the Applicants to the offer. DES does not assume responsibility for problems with Applicants' e-mail. If DES's e-mail is not working, appropriate allowances will be made.

Mail Submissions

Applications and related documents can be mailed to the RFQ Coordinator, at the address listed in Section 2.1 RFQ Coordinator. Providers mailing Applications should allow for normal delivery time to ensure timely receipt of Applications by RFQ coordinator. The Certifications and Assurances form must have a signature of the individual within the organization authorized to bind the Applicants to the offer. DES does not assume responsibility for problems with Applicants' mail.

Applications may not use facsimile transmission.

Providers assume risk for the method of delivery chosen. DES assumes no responsibility for delays caused by any delivery service.

Applicants should allow sufficient time to ensure timely receipt of the Application and related documents by the RFQ Coordinator. Late proposals will not be accepted, unless DES'S e-mail is found to be at fault. Those applications that are submitted at times other than the stated due dates will be held until the next due date. **All applications and related documents become the property of DES and will not be returned.**

- It is the Applicant's responsibility to contact the RFQ Coordinator to verify that the items sent, regardless of delivery method, are received in complete and usable form.

3.4 PROPRIETARY INFORMATION, CONFIDENTIALITY, AND PUBLIC DISCLOSURE

Applications submitted in response to this RFQ are public records and are subject to Washington State public disclosure laws. Any information contained in the Response that an Applicant claims is proprietary or confidential must be clearly designated as such by placing the word "Proprietary" or "Confidential" on the lower right-hand corner of the page containing such information. Marking the entire Application as proprietary or confidential will not be honored.

If a request is made to view an Applicant's Application, DES will comply in accordance with the Public Disclosure Act, chapter 42.56 RCW and chapter 357-07 Washington Administrative Code. If a public records request is made for the information that the Applicant has marked as "Proprietary Information" DES will notify the Applicant of the request and of the date that the records will be released to the requester unless the Applicant obtains a court order enjoining that disclosure. If the Applicant fails to obtain the court order enjoining disclosure, DES will release the requested information on the date specified. If an Applicant obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to Chapter 42.56 RCW, or other state or federal law that provides for nondisclosure, DES shall maintain the confidentiality of the Applicant's information per the court order.

DES may charge a fee for the copying and shipping of materials outlined in Washington Administrative Code 357-07-050. No fee will be charged for inspection of files.

3.5 REVISIONS TO THE RFQ

DES reserves the right to modify this RFQ at any time. In the event it becomes necessary to revise any part of this RFQ, addenda will be posted in WEBS. For this purpose, the published Applicant questions/DES answers (Q & A) and any other pertinent information shall be considered an addendum to the RFQ and be posted in WEBS. It is incumbent on the Applicants to check WEBS on a regular basis for such addenda.

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

3.6 DIVERSITY PARTICIPATION

DES Strongly encourages the participation of minority and women-owned businesses, veteran-owned businesses, and Washington small businesses as prime contractors or subcontractors. No preference will be included in the evaluation of proposals, no minimum level of participation by these businesses shall be required as a condition of receiving an award, and proposals will not be rejected or considered non-responsive on that basis.

Minority and Women-Owned Businesses

In accordance with the legislative findings and policies set forth in Chapter 39.

19 RCW, the State encourages participation in all of its contracts by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation or on a subcontractor basis. Bidders may go to <http://www.omwbe.wa.gov/index> to obtain information on certified firms.

Veteran-Owned Businesses

In accordance with the intent of Chapter 43.60A.200 PCW, the State encourages participation in all of its contracts by firms certified by the Washington State Department of Veterans' Affairs (DVA). For questions regarding the above go to <http://www.dva.wa.gov/>.

Small Businesses

In accordance with the intent of Chapter 39.26.005 RCW, the State encourages the purchases of goods and services from Washington small businesses. Small business, minibusiness, and microbusiness are defined in RCW 39.26.010 (21), (18), and (17) respectively. Go to <http://apps.leg.wa.gov/RCW/default.aspx?cite=39.26.010>. All qualified state small business types are encouraged to register and identify themselves in the Washington Electronic Business Solutions (WEBS) <http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/WEBSRegistration.aspx>.

3.7 ACCEPTANCE PERIOD

Proposals must provide 60 days for acceptance by AGENCY from the due date for receipt of proposals.

3.8 COSTS TO PROPOSE

DES will not be liable for any costs incurred by the Applicant in preparation of an Application submitted in response to this RFQ, in conduct of a presentation, or any other activities related to responding to this RFQ

3.9 NO OBLIGATION TO CONTRACT

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

3.10 REJECTION OF PROPOSALS

DES reserves the right at its sole discretion to reject any and all Applications received without penalty and not to issue a contract as a result of this RFQ.

3.11 COMMITMENT OF FUNDS

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

4. EVALUATION AND CONTRACT AWARD

4.1. MANDATORY AND SCORED EXPLAINED

Items marked "Mandatory" (M) must be included as part of the Application for the Application to be considered responsive; however these items are not awarded points. Items marked "Mandatory - Scored" (MS) are those that are part of the evaluation.

4.2 RESPONSIVENESS

All Applications will be reviewed by the RFQ Coordinator to determine compliance with administrative requirements and instructions specified in this RFQ. The Applicant is specifically notified that failure to comply with any part of the RFQ may result in rejection of the Application as non-responsive.

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

4.3 EVALUATION

Responsive Applications will be evaluated strictly in accordance with the requirements stated in this RFQ and any addenda issued. The evaluation of Applications shall be accomplished by an evaluation team(s), to be designated by DES, which will determine with the Applicant is awarded a contract on a pass/fail basis.

The evaluation team will review all responsive Applications to determine if the Application contains the required Mandatory-Scored (MS) information. Applications that meet the requirements as outlined within the RFQ will receive a passing score.

The RFQ Coordinator may contact the Applicant for clarification of any portion of the Applicant's Application.

4.4 NOTIFICATION TO PROPOSERS

DES will notify the Apparently Successful Contractor of their selection in writing upon completion of the evaluation process. Individuals or firms whose Applications were not selected for award will be notified separately by e-mail.

4.5 APPLICANTS COMPLAINTS

Any Applicant may submit a complaint regarding this RFQ based upon the following:

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

If no complaint is filed, Applicant cannot later file a protest based on any of the above complaint criteria.

Any complaint to the RFQ must be in writing and submitted to the RFQ Coordinator no less than five (5) business days prior to the date when Applications are due.

4.6 DEBRIEFING OF UNSUCCESSFUL APPLICANTS

Any Applicant who has submitted an Application and been notified that they were not selected for contract award may request a debriefing. The written request for a debriefing conference must be

received by the RFQ Coordinator within three (3) business days after the Unsuccessful Applicant Notification is e-mailed or sent via WEBS to the Unsuccessful Applicant. Written debriefing requests must be received by the RFQ Coordinator no later than 5:00 PM, local time, in Olympia, Washington on the third business day following the date the e-mail or WEBS notification was sent with the Unsuccessful Applicant Notification. The debriefing must be held within three (3) business days of the request. Unsuccessful Applicants should allow sufficient time to ensure timely receipt of the debriefing request by the RFQ Coordinator recognizing that e-mail transmissions may be several minutes from the time they are sent to the time they arrive. If DES's e-mail is found to be at fault, allowance will be made.

Discussion at the debriefing conference will be limited to the following:

- Evaluation and scoring of the Applicants application;
- Critique of the application based on the evaluation; and
- Review of Applicant's final score in comparison with other final scores.

Comparisons between applications or evaluations of the other applications will not be allowed. Debriefing conference may be conducted in person or on the telephone and will be scheduled for a maximum of one (1) hour.

4.7 PROTEST PROCEDURE

Protests may be made only by Applicants who submitted an application to the solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the Applicant is allowed five (5) business days to file a protest of the solicitation with the RFQ Coordinator. Protests must be received by the RFQ Coordinator no later than 5:00 PM, local time, in Olympia, Washington on the fifth business day following the debriefing. Protests may be submitted by e-mail, but must then be followed by the document with an original signature.

Applicants protesting this procurement shall follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Applicants under this procurement.

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

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

- Bias, discrimination or conflict of interest on the part of an evaluator or in the process;
- Errors in computing the score;
- Non-compliance with procedures described in the procurement document or DES policy.

Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as: 1) an evaluator's professional judgment on the quality of the application, or 2) DES's assessment of its own and/or other agencies needs or requirements.

Upon receipt of a protest, a protest review will be held by DES. The DES Director or an employee delegated by the Director who was not involved in the procurement will consider the record and all available facts and issue a decision not less than five (5) business days but no more than ten (10) business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may affect the interest of another Applicant that also submitted an application, such Applicant will be given an opportunity to submit its views and any relevant information on the protest to the RFQ Coordinator.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold DES's action; or
- Find only technical or harmless errors in DES's acquisition process and determine DES to be in substantial compliance and reject the protest; or
- Find merit in the protest and provide DES options which may include:
 - Correct the errors and re-evaluate the applications, and/or
 - Reissue the solicitation document and begin a new process (in which case all the Applicants will be notified), or
 - Make other findings and determine other courses of action as appropriate.

If DES determines that the protest is without merit, DES will enter into a contract with the Apparently Successful Contractor. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

There is no appeal process. If the protesting party does not accept DES's protest response, the protesting party can seek relief from Superior Court in Thurston County.

5. RFQ EXHIBITS

Exhibit A Sample Contract including General Terms and Conditions (GT&Cs)

Exhibit B Application, including Certifications and Assurances