



Washington State
Department of Social
& Health Services

Transforming lives

REQUEST FOR PROPOSALS

No. 2434-864

Title: DCS Banking Services

DSHS Administration:
Economic Services –
Division of Child Support

Solicitation Schedule

Event	Date and Time
DSHS posts Competitive Solicitation.	February 3, 2025
Pre-Bid Conference Link: Join the meeting now See additional information below on page 25, Section 5. Pre-Bid Conference	February 11, 2025, 2:00 pm PDT
Bidder questions are due by 5:00 p.m. Pacific Time.	February 18, 2025
Proposals are due by 5:00 p.m. Pacific Time.	March 11, 2025
Anticipated Contract Executed start date.	May 2025
Estimated Contract Performance Period	October 1, 2025 to September 30, 2029 – with potential amendments as described below.

Responses must be submitted to James O'Brien, Solicitation Coordinator, Department of Social and Health Services; Facilities, Finance and Analytics Administration; Central Contracts and Legal Services
Email: james.obrien2@dshs.wa.gov.

Solicitation and Amendments will be posted on:

DSHS Procurement Website: <https://www.dshs.wa.gov/ffa/procurements-and-contracting>

WEBS Website: <https://pr-webs-vendor.des.wa.gov/>

Applicable WEBS Commodity Codes: 952-43, 946-25

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**SECTION A
CONTRACT REQUIREMENTS**

1. Purpose

This competitive Solicitation is issued to assist the Economic Services Administration, Division of Child Support (DCS) of the Washington State Department of Social and Health Services (DSHS) in seeking qualified Contractor to provide banking services and a Prepaid Debit Card program from a qualified financial institution. The resulting contract may require staggered implementation dates between banking services and the card program.

The issuance, coordination, and decisions concerning this solicitation are the responsibility of DSHS and the Office of the Washington State Treasurer. DSHS, who, as the authorized agent for the State of Washington as delegated by the Office of the Washington State Treasurer, will represent the Department of Social and Health Services, DCS in any resulting contractual relationship.

This document should provide prospective respondents with the information necessary to assess the ability of their organization to meet the needs of DCS in providing the specified services within this RFP and sample contract.

2. Background

As a Department we are tied together by a single mission: to transform lives. Additionally, the DCS mission is to provide child support services that promote the well-being of children and families.

An integral component of the DCS mission is the collection and distribution of child support. DCS collects and distributes approximately \$53 million from nearly 256,000 non-custodial parents, employers, agencies, and other jurisdictions each month.

Deposits may be made on a daily basis from nine (9) field offices and one (1) headquarters office. Headquarters daily deposits are electronically transmitted to the bank using Image Cash Letter (ICL) deposit services. Headquarters' deposits which are ineligible for ICL and field office deposits, if any, are picked up by an armored car service and delivered to a local bank branch or cash vault.

DCS has four daily zero balance accounts (ZBA) and one demand deposit master account. DCS receives deposits containing domestic and foreign currencies of cash, check, Automated Clearing House (ACH), domestic wire, international Society for Worldwide Interbank Financial Telecommunication (SWIFT) and funds transfer. Those funds are then disbursed by checks and ACH transactions. The ZBA accounts function as a check or ACH depository account or a check or ACH disbursement account. The monthly collected balance receives earning credits that

partially offset banking fees.

DCS disburses over 90% of all payments electronically as ACH transactions. 50% of ACH disbursements to customers are sent to DCS Cards. As of January 2024, there were approximately 52,000 global cardholders having cards in active and issued status within the DCS Card program. During calendar year 2023, DCS initiated 405,810 ACH payments totaling \$53,178,049 to DCS Cards.

- a. **DCS currently receives, and will require, bank account depository, disbursement, reconciliation, image archive, ACH, and other payment services, such as:**
- (1) Reports for Current and Previous Day banking transactions, ACH Redistributions, ACH Returns and Notifications of Change (NOC), and other custom reports that can be downloaded through Secure File Transfer Protocol (SFTP) and Internet;
 - (2) Positive Pay, Payee Positive Pay, Stale Dated Check Maintenance;
 - (3) Image Archive of cashed checks on-line for up to 10 years;
 - (4) On-line stop payment processing, with real-time (immediate) turnaround;
 - (5) Weekly cashed check file through SFTP client;
 - (6) Ability to cancel checks on line;
 - (7) Image Cash Letter file delivery through SFTP for daily deposits in compliance with Check 21;
 - (8) Deposit and disbursement corrections via email or phone;
 - (9) Check filters, e-blocks, check blocks and debit and credit blocks, account filters;
 - (10) Monthly account analysis;
 - (11) Weekly and/or monthly account and reconciliation statements;
 - (12) One primary contact for all banking issues with toll free phone number;
 - (13) Direct transmission via SFTP to initiate and receive domestic and International ACH payments with the debit and credit posted to the DCS account on the settlement date;
 - (14) Secure Internet ACH banking services to initiate domestic and International ACH credits and debits with the debit and credit posted to

the DCS account on the settlement date;

- (15) Utilization of a Universal Payment Identification Code (UPIC) for added security and fraud protection by masking the underlying bank account information for receiving ACH transactions;
- (16) Consolidation of consumer bill-payment service providers payable to DCS with a single ACH settlement to the DCS account with Electronic Data Interchange (EDI) payment details transmitted to DCS in a file using SFTP;
- (17) Custom translation of in-bound EDI/ACH files sent by DCS customers and other states to build a DCS proprietary flat file that includes all pertinent payment detail and addenda information;
- (18) Ability to initiate and receive domestic and International ACH transactions and wire transfers;
- (19) Bank issuance of a cashier's check drawn on the DSHS-DCS account upon request for immediate pickup by the designated payee at branch locations;
- (20) Earnings credits to partially offset monthly fees;
- (21) Option to purchase Non Interest Bearing Certificate of Deposit (NICD) for additional earnings credits; and
- (22) Non-customer check-cashing for all checks issued by DCS for child support without charge to DCS or the recipient. The recipient may be required to show proper identification.

b. DCS Prepaid Debit Card program currently includes, and will require:

- (1) The DCS Prepaid Debit Card Program provided at no cost to DCS;
- (2) Transmittal via SFTP process for DCS card account batch enrollment file. Financial Institution produces an "Echo" File with card enrollments and rejected enrollee report for verification;
- (3) Card enrollees could reside both domestically or abroad and will require "travel exceptions" for using their cards in Foreign Countries for several months at a time or for the duration of the card accounts;
- (4) DCS self-assigns "Pay to" card account numbers that are uniquely assigned to each customer for use throughout their enrollment in the program;

- (5) Financial Institution maintains a secure Internet website for DCS staff to establish or update cardholder accounts and to request new cards for card holders;
- (6) Financial Institution provides a daily report to DCS through SFTP process for all cards activated;
- (7) Financial Institution creates on-line management audit reports showing all DCS cards and staff activity;
- (8) Financial Institution provides card stock, embossing, encoding and mailing of cards;
- (9) Financial Institution issues cards and instructional materials to customers at no charge to the customer or DCS, including replacement cards, within five (5) business days when expedited replacement is not requested;
- (10) Financial Institution provides card marketing materials at no cost to DCS;
- (11) No account maintenance fees are charged for Customers or DCS;
- (12) Financial Institution issues monthly card account statements to cardholders who have opted in for paper statements at no charge to the customer or DCS;
- (13) 24 hour customer service for card holders provided by the Financial Institution through toll free phone number with interactive voice response (IVR) and secure Internet access;
- (14) Language Interpretation Services are provided by Financial Institution for Card customers;
- (15) Free unlimited teller withdrawals at VISA participating banks;
- (16) Free unlimited ATM withdrawal from vendor bank owned ATMs;
- (17) Cash Withdrawals from non-vendor bank owned ATMs;
- (18) Free unlimited text or mobile account alerts; and
- (19) Free Mobile Balance Inquiry.

3. Project Scope

a. Account, ACH, and Reconciliation:

DSHS is seeking the following banking services. Project work for all account

services required in Section 3.a. Project Scope should begin on the first day of the contract between the financial institution and DCS. All bank account treasury services required must be installed and fully operational on or before October 1, 2025.

The financial institution must cooperate in the transition of all bank services to another financial institution if they are not awarded subsequent contract at the end of this agreement. If the financial institution chooses not to pursue a subsequent contract at the end of this agreement, they must notify DCS at least twelve (12) months prior and must cooperate with the transition of all bank services to another financial institution.

- (1) This solicitation document requires that the successful bidder establish a minimum of four (4) zero-balance accounts and one (1) concentration account. The accounts will be in the name and Tax ID of Washington State Department of Social and Health Services, Division of Child Support (DSHS/DCS). At the end of each banking day the financial institution shall transfer account balances, whether deposit or disbursement, to the concentration account.

New DCS accounts may be opened or accounts may be closed during the contract period by authorization of DCS. All new accounts will be subject to the terms and conditions of the contract.

- (2) The financial institution shall provide normal banking services associated with a public funds demand deposit account and analysis services.
- (3) The financial institution shall provide DCS with a toll-free number for access to bank staff that are dedicated, in whole or in part, to business conducted by DCS. Bank staff must be available between the hours of 6:30 AM and 5:30 PM Pacific Standard Time. In addition, the financial institution shall provide a problem resolution process and escalation protocol.
- (4) The financial institution shall assign a single primary account representative for banking issues.
- (5) The financial institution must be able to accept same day deposits delivered to branches or cash vaults in the following areas in Washington State:
 - (a) Olympia;
 - (b) Everett;
 - (c) Kennewick;

- (d) Seattle;
 - (e) Spokane;
 - (f) Tacoma;
 - (g) Vancouver;
 - (h) Wenatchee; and
 - (i) Yakima.
- (6) DCS may use 3 digit codes in the Auxiliary On-Us field of the deposit slips to identify the DCS location making the deposit. The financial institution warrants that deposits made at authorized branches of the financial institution shall be identified through the financial institution's deposit reporting system by DCS location code.
- (7) The financial institution must be able to accept deposits through Image Cash Letter depository services via SFTP or Internet. If the financial institution has image quality requirements beyond the industry standard, they need to clarify what is different.
- (8) The financial institution shall provide DCS with the foreign exchange rate for agreed upon foreign currencies to include at a minimum Canadian, British Pounds, and Euro, each business day morning, no later than 7:00 AM PST by email. This rate will be honored for all checks deposited that day which have the rate written upon them or the deposit slip(s).
- (9) The financial institution shall credit all deposits, U. S. and Foreign, to the DCS account on the same day of receipt at the financial institution.
- (10) The financial institution shall provide DCS with copies/images of deposited checks upon request, at no charge.
- (11) The financial institution shall provide DCS with deposit slips, electronic and hand endorsement stamps printed to DCS specifications at cost.
- (12) The financial institution shall allow deposit and disbursement corrections and transfers initiated by DCS to be communicated by fax, e-mail, letter, telephone, and/or online banking services.
- (13) The financial institution shall include a DCS reference number on all deposit and disbursement adjustments upon request by DCS.
- (14) The financial institution must provide services to process incoming and outgoing domestic and international wire transfers.

- (15) The financial institution must have incoming and outgoing ACH processing capabilities for all National Automated Clearinghouse Association (NACHA) Standard Entry Class Codes (SEC), including International ACH Transactions (IAT).
- (16) The financial institution must be capable of processing ACH origination files containing multiple batches with unique company batch header identification codes and multiple ACH SEC codes for both consumer and corporate credit and debit transactions.
- (17) The financial institution must be able to settle ACH credit or debit origination files at the file level as opposed to the batch level for the origination company code associated with the transactions.
- (18) The financial institution shall inform DSHS of updates and changes to the ACH Rules.
- (19) The financial institution must support use of a UPIC for processing all incoming ACH transactions.
- (20) The financial institution shall provide custom translation of EDI/ACH files sent by DCS customers and other states. This service will require the financial institution to receive and interpret EDI/ACH files received through the ACH system and build an agreed upon DCS proprietary flat file that includes all pertinent payment detail and addenda information. The translated file will be retrieved from the financial institution by DCS using a SFTP Client.
- (21) The financial institution shall provide Business eCheck blocks, ACH and check filters, and/or ACH and check blocks on accounts.
- (22) The financial institution shall ensure deposited checks and ACH debit items returned for non-sufficient Funds (NSF) and Funds Not Collected will be automatically presented for collection a second time. NSF checks and ACH items returned a second time will be debited against the demand deposit account of original deposit. All items returned as dishonored will be provided to DCS within three (3) working days, at no charge.
- (23) The financial institution shall provide DCS via SFTP or Internet, ACH Return Reports for all ACH Notice of Corrections and Returned ACH debits, disbursements and pre-notes the day following the day of the return or correction at no charge to DCS. The financial institution must provide the following information in the notice:
 - (a) DCS Company ID;

- (b) Customer Name;
 - (c) Bank Account number;
 - (d) Return reason; and
 - (e) Amount returned.
- (24) Requests for ACH adjustments (for example, transaction or file reversals, deletes, etc.) shall be available through Internet ACH services, email, or fax.
- (25) The financial institution must be able to receive a Check Issuance File from DCS (or contracted check printing vendor) via SFTP or Internet.
- (26) Financial Institution shall provide Positive Pay, Payee Positive Pay, and Stale Dated maintenance services to prevent fraud.
- (27) DCS shall not be liable for checks that have been fraudulently altered or have forged endorsements while utilizing fraud protection services.
- (28) Financial Institution will provide a file of the weekly summary of checks paid via SFTP or Internet at no charge to DCS. The data must be received by DCS by the second business day of the week following the reporting date.
- (29) The financial institution shall make available copies of redeemed checks, front and back, via SFTP or Internet, upon request.
- (30) The financial institution shall provide DCS with software that will enable DCS to view and export in PDF or Group 4 Tiff file format the images of redeemed checks at no charge to DCS.
- (31) The financial institution shall provide Secure Internet stop payment processing with a maximum two (2) hour response time.
- (32) The financial institution shall provide an electronic summary of checks stopped through SFTP or Internet. This report, at minimum, shall include:
- (a) Check number;
 - (b) Check amount; and
 - (c) Date check was stopped.
- (33) The financial institution must be able to issue a cashier's check drawn on the DCS account upon request for immediate pickup by designated

payee at branch locations.

- (34) The financial institution shall ensure the existing DCS ACH credit and debit batch templates will transfer in their entirety (be importable) into the contractor's bank system.
- (35) The financial institution shall provide services to consolidate payments made to DCS through consumer bill-payment service providers for payments initiated by consumers using various banks, financial institutions, collection agencies, credit counseling agencies, or walk-in payment centers. Funds are to be converted to a single ACH settlement to the DSHS/DCS bank account and an agreed upon DCS proprietary flat file built that includes all pertinent payment details. The translated file will be retrieved from the financial institution by DCS using a SFTP Client.
- (36) The financial institution must provide Single Location Secure Online Banking Services. The online banking must provide the minimum services:
 - (a) Ability to create multiple levels of security, allowing a minimum of twenty (20) higher level security access devices, if required, at no charge to DCS;
 - (b) Allow access by multiple users in various locations at the same time;
 - (c) Ability to control user access to accounts and services;
 - (d) Ensure DCS accounts are secure and protected;
 - (e) Maintain Positive Pay systems to prevent fraud;
 - (f) Provide Account and General ledger reconciliation;
 - (g) System Created remittance file for incoming payments resulting from DCS-initiated ACH debit transactions;
 - (h) Ability to create, manage, save, and reuse ACH Database templates;
 - (i) Ability to view and manage DCS account activity
 - (j) Ability to transfer money between accounts;
 - (k) Allow Authorized Users to initiate both domestic and international ACH and wire transfer;
 - (l) Provide NACHA formatting, supporting pre-notifications for all NACHA Standard Entry Class Codes, including IAT;

- (m) Allow Users to access, review and print check images, reports and statements;
- (n) Guarantee data recovery from damaged, failed, corrupted, or inaccessible online database;
- (o) Capability to create custom reports;
- (p) Provide access to online help and/or printed manuals; and
- (q) Provide customer support, with a toll free support line, and available email and remote diagnostics between the hours of 6:30 a.m. and 5:30 p.m. PST.

The on-line system must adhere to widely accepted industry standards, passed independent audit testing, and the requirements of Sect. 3.a.34. above.

- (37) The financial institution shall provide SFTP process or Internet for account data on a daily basis for current and prior day information. This information shall include account numbers and account activity in detail and summary format and shall be available no later than 6:30 AM PST each business day.
- (38) The financial institution shall provide weekly check disbursement account statements. The weekly statements shall include:
 - (a) The date checks are redeemed;
 - (b) Check number;
 - (c) Amount of the check;
 - (d) Reconciliation of check register to weekly disbursement statement with errors identified and corrected; and
 - (e) Details regarding ZBA miscellaneous debits and credits.
- (39) The financial institution shall provide a monthly statement of the previous month's account(s) activity by the 8th Business Day of the following month. The monthly deposit account statements shall include daily summaries of deposits, adjustments and transfers for the reporting month. Deposit account statements shall also include an account summary that summarizes deposit activity by location code. The monthly EFT disbursement account statements shall include daily summaries of all disbursements, adjustments and transfers for the reporting month. Monthly statements shall be available through SFTP or Internet at no

charge to DCS.

- (40) The financial institution shall provide cash management services including, but not limited to investment of balances allowed by state law, cash flow analysis, float information and a detailed audit trail of all transactions.
- (41) The financial institution will allow DCS to submit billings through the financial institution with payments made by the financial institution from excess earnings credit on DCS account(s). Billings may include, but are not limited to, deposit slips and or bags, endorsement plate costs, and ACH/financial institution publications. The financial institution shall provide a Financial Institution Routing Directory download code and other items as deemed appropriate.
- (42) All banking fees shall be included on the monthly account analysis. The analysis shall be available through SFTP or Internet at no charge to DCS and shall include a summary of all accounts and detail by account. Each section shall include:
 - (a) Service Code;
 - (b) Service definition;
 - (c) Volume for the month;
 - (d) Price per item;
 - (e) Total cost for the month; and
 - (f) A section that includes current month and year to date information on:
 - i. Average ledger balance;
 - ii. Float;
 - iii. Average collected balance;
 - iv. Net collected balance;
 - v. Balance available for earnings;
 - vi. Service charge detail;
 - vii. Earnings credit;
 - viii. Earnings rate; and

ix. Total Fees.

- (43) The financial institution shall provide competitive earnings credit to partially offset fees. Earnings credits are to be carried from period-to-period and year-to-year. Accumulated fees will be payable after the end of the fiscal year closing June 30, within 30 days of receipt of the bill.
- (44) Bidder shall provide a plan describing approach and methodology regarding conversion and transition phases.
- (45) Financial institutions may provide alternative solutions that are more efficient, cost-effective, and/or a more secure approach to the requested services.
- (46) Financial institution is expected to provide leadership in the development and implementation of new technologies related to banking services throughout the term of the Agreement.
- (47) The financial institution shall not phase out technology during the contract period without allowing DCS acceptable replacement options.

b. DCS Prepaid Debit Card

DSHS is seeking the following Prepaid Debit Card services. All Prepaid Debit Card services required must be installed and fully operational on or before October 1, 2025.

The financial institution must cooperate in the transition of the Prepaid Debit Card to another financial institution if they are not awarded subsequent contract at the end of this agreement. If the financial institution chooses not to pursue a subsequent contract at the end of this agreement, they must notify DCS at least twelve (12) months prior and must cooperate with the transition of all bank services to another financial institution.

- (1) The financial institution shall provide a Prepaid Debit Card program for DCS customers to have their child support deposited into reloadable individual accounts set up for each participating cardholder to access their funds.
- (2) The financial institution must guarantee that the existing Prepaid Debit Card account holder information will transfer in its entirety to the successful contractor's system.
- (3) Prepaid Debit Card program shall be provided at no cost to DSHS/DCS and without any account maintenance fees for cardholders.
- (4) DCS shall provide sufficient information regarding each cardholder to

establish an account unique to that cardholder. Cards are to be issued to cardholders by the financial institution at no charge to DSHS/DCS or the cardholder when expedited service is not requested. DCS shall transmit funds through the ACH on a regular basis that will be loaded onto each cardholder's account.

- (5) The financial institution must be able to receive at minimum, batch enrollment files via SFTP and return an "Echo" enrollment file that includes identical information that was sent by the state, card enrollment report and a rejected enrollee report that includes the reason for rejection. DCS desires to self-assign "Pay to" card account numbers that will be uniquely assigned to each customer for use throughout their enrollment in the program.
- (6) The financial institution will provide secure access via the Internet for DCS staff to enroll new cardholders, update account information, and review payments applied to the accounts, as well as batch file upload capabilities or other online processes, at a minimum, requesting new cards be mailed.
- (7) Card enrollees reside both domestically or abroad and will require "travel exceptions" for using their cards in foreign countries for several months at a time or for the duration of the card account.
- (8) Card accounts should only be closed upon permission of DCS, unless cardholder is otherwise disqualified by the bank.
- (9) The financial institution will provide a dedicated team to provide card customer service, product development, and problem resolution for DCS staff Monday through Friday between the hours of 8:00 AM and 5:30 PM PST.
- (10) The financial institution must provide on-line management reports of card and staff cardholder update activity to use as an audit tool for tracking changes, at no charge to DSHS/DCS.
- (11) Cardholders must be able to have free options to access funds on their account in the same way they would with a bank account debit card, including but not limited to: through ATMs, Point of Sale, Internet, telephone, teller withdrawals, On-Line Bill Pay, and other options.
- (12) The financial institution must provide options for cardholders to receive monthly account statements by mail, account alerts by text or email, and mobile account access.
- (13) The financial institution shall provide program transitional notifications to existing cardholders as well as periodic card program marketing

materials, usage guides, and educational information at no charge to DCS. Required marketing materials include those that accompany the card and may include additional inserts or educational materials to be provided for our staff and customers or mailed with paper statements. All materials need to be approved by DCS prior to release.

- (14) Contractor must provide 24 hour customer service for card holders through a toll free phone number with IVR system and secure Internet access unique to the Washington State DSHS/DCS program.
- (15) Language Interpretation Services must be provided by Financial Institution for Card customers, including customers with special needs such as TeleTYpewriter/ Telecommunications Device for the Deaf (TTY/TTD) services.
- (16) The financial institution shall provide Consumer Financial Protection Bureau (CFPB) Disclosure materials, along with disclosures translated into foreign languages, and keep DCS up to date with changes to requirements.
- (17) DCS may opt out of portions of a contract that provide Prepaid Debit Card services in the event DSHS or the State Treasurer's Office procures a contract designed for all state agencies disbursing funds to recipients or other changes to state policy requiring the merging of such a program with other state agencies.

c. Additional Creative Technology and Service Solutions

This is an opportunity for Bidders to recommend the use of new and innovative technologies that will provide improved service and/or operational savings when formulating a response. The introductions of new technologies and services can occur at any time during the contract term. However, DCS shall retain approval authority in the use or employment of these new technologies.

New technologies and services could include but are not limited to:

- (1) Emergency replacement of lost/stolen card at bank branch;
- (2) Option to make child support payments at Bidder's branch kiosk/ATMs;
- (3) Other Electronic commerce options; and/or
- (4) On-line, IVR system, walk-in and/or other payment solutions.

DCS expects the selected financial institution to provide leadership and

guidance in the development and implementation of new technologies related to banking services throughout the term of the Agreement.

4. Bidder Minimum Qualifications

All Bidders must meet the following minimum qualifications:

- a. Bidder must be insured by the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Administration (NCUA).
- b. Bidder must be approved by the Washington Public Deposit Protection Commission (PDPC) as a qualified public depository (RCW 39.58).
- c. Bidder must warrant fault free performance in the processing of data including, but not limited to calculating, comparing, and sequencing by all equipment and software provided or proposed for use pursuant to this agreement, individually and in combination, when used in accordance with the product documentation provided by the Bidder. Fault free performance shall be transparent to the user. In addition, Bidder shall insure that all products including any interconnected third party products will be used in connection with services to be provided, includes such a warranty.
- d. Bidder must adhere to all NACHA rules, federal rules under Regulation E and Regulation Z, and the laws of the United States, including Office of Foreign Assets Control (OFAC) sanctions, as applicable to the services provided. In addition, the financial institution must be in compliance with data security requirements of the Payment Card Industry Data Security Standard (PCI-DSS).
- e. Bidder must be 100% electronic and fully internet automated.
- f. Bidder must maintain the most up-to date software and hardware technology at no cost to DCS.
- g. Bidder must be able to provide all services listed in the section **A. 3** entitled **Project Scope**, or provide viable alternative solutions. Bidders must reiterate the number and full text of each subsection, followed immediately with their description of how their services meet the stated requirement(s). Product samples, where applicable to the response, should be included by reference to a separate appendix. **A response of “will comply” or “meets the requirement” is not sufficient and will be deemed non-responsive.**
- h. Bidders wishing to provide alternative solutions should demonstrate why their solution is a more efficient, cost-effective, or secure approach to the requested services. All alternative solutions proposed will require a demonstration. DCS or the Office of the State Treasurer (OST) reserves the right to reject any or all alternative solutions proposed. If the bidder fails to respond to the required

solution proposed by DCS in favor of an alternate solution and the alternate solution is rejected by DCS or OST, the bidder may be deemed non-responsive.

- i. Bidder must have contingency plans in place in case of any emergencies (inclement weather, system failure, security breach - data or theft, etc.,) that will ensure minimum service delivery to include deposits and disbursements.
- j. Bidder must have a disaster recovery plan that will allow for the continuation of business at the minimum levels indicated above. DCS will cease contract negotiations with any Bidder who indicates having a disaster recovery plan, but then requests or requires a force majeure clause.
- k. A successful Bidder will be required to maintain the disaster contingency and disaster recovery plan throughout the contract performance period and shall submit to DSHS/DCS for inspection upon request. DSHS/DCS requires a Bidder register on the Washington State, General Administration, Washington Electronic Business Solutions (WEBS) online system.

Bidders failing to demonstrate in their Bids that they meet these minimum qualifications will be considered nonresponsive and will therefore be disqualified from further consideration.

5. Period of Contract Performance

DSHS intends to award one Contract for the Services described in this Competitive Solicitation. The period of performance under the Contract shall be October 1, 2025 through September 30, 2029. The term of the Contract may be extended by amendment up to three (3) times for up to two (2) years per amendment at the sole discretion of DSHS. Additional services that are appropriate to the scope of this Solicitation, as determined by DSHS, may be added to the Contract in a mutually agreeable amendment.

6. Funding

This is a fee for service contract. Over the maximum 10 year term as contemplated by this RFP, DSHS estimates that the total amount of this contract should be roughly \$1,000,000 based on recent costs associated with the current contract for these services.

SECTION B DEFINITIONS

Additional definitions for Contract-specific terms are found in the Sample Contract set forth as Attachment A to this Solicitation and shall apply to those terms as they are used in this Solicitation. The following terms have the meanings set forth below:

ACH Rules or Nacha Rules - The operating rules of the National Automated Clearing House Association, including all appendices and formal rules interpretations. Terms uses in reference to ACH processing in this RFP will have the same definition as they do in the Nacha Rules

Agency or DSHS – The Washington State Department of Social and Health Services.

Amendment – A unilateral change to the Solicitation that is issued by DSHS at its sole discretion and posted on WEBS.

Apparent Successful Bidder (ASB) – A Bidder submitting a Response to this Solicitation that is evaluated, identified, and announced by DSHS as providing the best value to the Agency. Upon execution of a Contract, the ASB is referred to as the successful bidder or the Contractor.

Authorized Representative – An individual designated by the Bidder to act on its behalf who has the authority to legally bind the Bidder concerning the terms and conditions outlined in this Solicitation and related documents.

Bid - An offer, proposal or quote for goods or services and all related materials prepared and submitted by a Bidder in response to this Solicitation. The terms Bid, Quotation, Response and Proposal are all intended to mean the same thing.

Bidder – An individual, organization, public or private Agency or other entity submitting a bid, quotation, response or proposal in response to this Solicitation.

Contract – A written agreement entered into between a successful Bidder and DSHS as a result of this Solicitation.

Complaint – A process that may be followed by a Bidder prior to the deadline for bid submission to alert DSHS of certain types of asserted deficiencies in the Solicitation.

Coordinator or Solicitation Coordinator – An individual or designee who is employed by DSHS within the DSHS Central Contracts and Legal Services Office and who is responsible for conducting this Solicitation.

The Division of Child Support (DCS) - The Division within DSHS responsible for administering the state and federal child support program for the state of Washington.

Debriefing – A short meeting a Bidder may request with the Coordinator following the announcement of the Apparent Successful Bidder for the purpose of receiving information regarding the review and evaluation of that Bidder’s Response.

Domestic Wire Transfer - Transfer of money to a financial institution within the United States.

Financial Institution - A state or federally chartered depository institution, such as a bank, savings and loan, or credit union.

Flat File - Consists of fixed length records, each of which is comprised of one or more fields of fixed length and position.

Image Cash Letter (ICL) - check processing system that enables financial institutions and corporations to image paper items and transmit them electronically to the bank for deposit and clearing.

Inclusion plan - a detailed plan showing a Bidder’s actions toward meeting Washington Small and Diverse Business goals on a specific competitive procurement.

Interactive Voice Response (IVR) - A system for accessing account information.

International ACH Transaction (IAT) - The Standard Entry Class code used for International corporate or consumer ACH credit or debit transactions.

International Wire Transfer – Transfer of money to a financial institution in another country.

Non-Sufficient Funds (NSF) – Inadequate funds available to pay a check or ACH debit item.

Positive Pay – A fraud protection service that financial institutions offer businesses to help prevent check fraud.

Preauthorized Bill Payment – An ACH debit application that deducts funds from a consumer’s account for payment of an obligation.

Pre-Notification – A zero dollar entry sent prior to the first live ACH transaction to notify the receiving depository financial institution of future payments and verify account information.

Prepaid Debit Card – A re-loadable payment mechanism used to deliver payments to individuals. The value of the payments is stored on the card.

Procurement - The broad process of identifying goods and services for purchase or acquisition, of effecting the purchase or acquisition, and of managing the purchase or acquisition. This Solicitation is a part of an overall Procurement process. Despite the

broader meaning attributed to “procurement”, for purposes of this Solicitation, the terms Solicitation, RFP/RFQ/RFQQ and Procurement are interchangeable.

Project - The undertaking or work for which contracted Services are being requested pursuant to this Solicitation.

Protest – A process that may be followed by a Bidder after the announcement of the apparent Successful Bidder to alert DSHS to certain types of alleged errors in the evaluation of the Solicitation.

RCW – The Revised Code of Washington. All references to RCW chapters or sections shall include any successor, amended, or replacement statute.

Responsible Bidder – An individual, organization, public or private Agency, or other entity that has demonstrated the capability to meet all the requirements of the Solicitation and to meet the elements of responsibility. (See [RCW 39.26.160 \(2\)](#))

Responsive Bidder – An individual, organization, public or private Agency, or other entity who has submitted a Bid that fully conforms in all material respects to the Solicitation and all its requirements, in both form and substance.

RFP/RFQ/RFQQ – The request for proposals, qualifications, quotations, or qualifications and quotations set forth in this Solicitation document.

Scope of Work – The Project or work scope set forth in this Solicitation Document that identifies DSHS’ contractual needs and requirements.

Settlement Date – The date an exchange of funds with respect to an entry is reflected on the books of the Federal Reserve Bank(s).

Services – Labor, work, analysis, or similar activities provided by a contractor to accomplish a specific scope of work.

Small Business – An in-state business, including a sole proprietorship, corporation, partnership, or other legal entity, that certifies under penalty of perjury that they are Washington Small Business as defined in [RCW 39.26.010\(22\)](#).

Solicitation or Competitive Solicitation – A formal process providing an equal and open opportunity for bidders culminating in a selection based upon predetermined criteria. A Competitive Solicitation requests the submission of bids, quotations, or proposals for the consideration of DSHS in contracting to meet its needs. This RFP/RFQ/RFQQ is a Solicitation.

Solicitation Document – This RFP/RFQ/RFQQ document, including all attachments and all amendments that are issued by the Coordinator.

Standard Entry Class Codes – Three character codes assigned to transactions to

identify the type of transaction submitted to the ACH.

Statement of Work – The detailed description of services to be performed by the Contractor and outlined in the Contract.

Subcontractor – An individual or other entity contracted by Bidder to perform part of the services or to provide goods under the Contract resulting from this Solicitation. Subcontractors, if allowed, are subject to the advance approval of DSHS.

Universal Payment Identification Code (UPIC) – Identifier (or banking address) for a bank account in the United States used to receive electronic payments. It protects sensitive bank account information.

Veteran-owned business – A business that is certified by the Department of Veterans Affairs (DVA) in the state of Washington. (See [RCW 43.60A.200](#))

WEBS – Washington’s Electronic Business Solution, the Bidder notification system found at <https://pr-webs-vendor.des.wa.gov/> and maintained by the Washington State Department of Enterprise Services.

**SECTION C
EXPLANATION OF SOLICITATION PROCESS**

1. Solicitation Schedule

The Solicitation Schedule set forth below outlines the tentative schedule for important events relating to this Solicitation. Except as modified in an Amendment issued by the Coordinator, the dates and times listed through the Response Submission date are mandatory deadlines. The remaining dates are estimates and may change without the posting of an Amendment. Failure to meet the Response deadline will result in Bidder's disqualification.

Item	Action	Date
1.	DSHS posts Competitive Solicitation.	Feb 3, 2025
2.	Prospective Bidders should register as a Vendor on WEBS using one of the commodities codes on the cover page of this Solicitation as soon as possible to receive notifications.	As soon as possible
3.	Pre-Bid Conference at 2:00 to 4:00 p.m. Pacific Time.	Feb 11
4.	Bidders may submit written questions or requests for change in Solicitation Requirements until 5:00 p.m. Pacific Time.	Feb 18
5.	DSHS posts responses to written questions.	Feb 24
6.	Bidders may submit written Complaints by 5 p.m. Pacific Time	Mar 4
7.	Bidders must submit a Response by 5:00 p.m. Pacific Time.	Mar 11
8.	DSHS evaluates Written Responses.	Mar 18 to 21
9.	Oral presentations, if requested by DSHS.	Mar 25
10.	DSHS announces the Apparent Successful Bidder(s) on WEBS and begins contract negotiations.	Mar 28
11.	DSHS notifies unsuccessful Bidder(s).	Mar 28
12.	Bidders may request a Debriefing conference until 5 p.m. Pacific Time.	Apr 2
13.	DSHS holds Debriefing conferences, if requested.	Apr 3 to 4
14.	Deadline for submission of Protests by Bidders who participated in a debriefing conference.	Five business days after the

Item	Action	Date
		date of the Debriefing
15.	DSHS considers Protests, if any, and issues determination.	April 2025
16.	Contract Execution/Start Date.	May 2025

2. Posting of Solicitation Documents

DSHS shall post this Solicitation, and all amendments and announcements relating to this Solicitation, on WEBS. WEBS can be accessed at: <https://pr-webs-vendor.des.wa.gov/>. In order to inform the largest number of potential bidders about this opportunity, DSHS shall also post documents relating to this Solicitation on the Procurements page of the DSHS website, found at: <https://www.dshs.wa.gov/ffa/procurements-and-contracting>

All Bidders must register as a vendor on WEBS, using an appropriate commodities code listed on the front page of this Solicitation, and download this Solicitation from WEBS. This should be done as soon as possible in order for Bidder to receive notifications automatically generated on WEBS, but no later than the date set forth in Section C.1., Solicitation Schedule for Announcement of the Apparent Successful Bidder(s).

3. Amendment, Cancellation/Rejection of Bids, Reissuance of Solicitation

DSHS may amend or add to, retract from or cancel this Solicitation at any time, in whole or in part, and without penalty. DSHS may reject all bids and cancel or reissue this Solicitation. All amendments and notifications of cancellation shall be posted on WEBS. In the event of a conflict between amendments or between an amendment and this Solicitation Document, the document issued latest shall control.

4. Communications regarding Solicitation

Upon the posting of this Solicitation, all communications concerning this Solicitation must be directed to the Coordinator listed on the cover page of this Solicitation document. With the exception of the Response, which shall be submitted as provided in Section D, Instructions Regarding Content, Format and Submission of Written Responses, communications with the Coordinator should be sent via email. DSHS may disqualify any Bidder who communicates with anyone in DSHS other than the Coordinator regarding this Solicitation.

DSHS considers all oral communications unofficial and non-binding on DSHS. Bidders should rely only on written statements issued by the Coordinator. Email shall be considered an official method of communication unless otherwise specified in this document.

5. Pre-Bid Conference

Bidders are invited to attend a Pre-Bid Conference, which shall be held virtually at the date and time set forth below. The Pre-Bid Conference is an opportunity for Bidders to learn more about the conditions under which a Contract will be performed and to discuss the inclusion plan, especially when subcontracting opportunity may be a part of the Contract. At the Pre-Bid Conference, Bidders will have an opportunity to ask questions and to hear presentations from knowledgeable DSHS personnel. DSHS shall summarize the information shared at the Pre-Bid Conference and post that summary on the DSHS procurement web page and on WEBS as an Amendment to this Solicitation. Bidders may only rely upon information that is included in this Amendment in preparing their Responses.

Pre-Bid conference information (Tuesday, February 11, 2025 starting at 2:00 pm PST); link below:

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 267 600 193 513

Passcode: UC6mc387

Dial in by phone

[+1 564-999-2000,,688486973#](tel:+15649992000688486973) United States, Olympia

[Find a local number](#)

Phone conference ID: 688 486 973#

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

6. Questions and Answers

Bidders may send written questions concerning this Solicitation to the Coordinator by the date and time set forth on the Solicitation Schedule in Section C.1. for submission of Questions. Questions should be sent via email and should include the number and title of this Solicitation in the subject line.

DSHS may consolidate Bidder questions and shall respond by posting one or more Amendments on WEBS and on the DSHS Procurement website on or around the date specified in the Solicitation Schedule. Only Bidders who have properly registered and downloaded the original Solicitation directly via the WEBS system: <https://pr-webs-vendor.des.wa.gov/> will receive notification of Amendments and other correspondence pertaining to this Solicitation.

7. Request for Change in Solicitation Requirements

If Bidder believes that this Solicitation contains requirements which would unreasonably prohibit or restrict Bidder's participation, or believes that different requirements would provide better value to the State, Bidder shall submit a written explanation of the issue together with proposed alternative requirements to the Coordinator no later than the deadline for Bidder Questions as stated in the Solicitation Schedule outlined in Section C.1. The Coordinator shall not be required to consider requests for changes after this date. If any changes are made to the Solicitation requirements, an Amendment setting forth those changes will be posted on WEBS.

8. Complaints

In the event a Bidder believes that this Solicitation either: (a) unnecessarily restricts competition; (b) contains an unfair or flawed evaluation or scoring process; or (c) contains inadequate or insufficient information to permit preparation of a Response, the Bidder shall submit a written complaint to the Coordinator. The Coordinator will forward the complaint to the DSHS Chief of Central Contracts and Legal Services for review. The complaint shall include a proposed remedy and shall be submitted no later than five (5) business days prior to the date when Responses are due. DSHS shall post its Response to the Complaint on WEBS and on the DSHS procurement web page.

Should a Bidder's complaint identify a change that would be in the best interest of DSHS to make, DSHS may issue an Amendment modifying this Solicitation. The DSHS decision regarding a complaint is final and no further administrative appeal is available. If no complaint is filed, a Bidder cannot later file a protest based on any of the above complaint criteria.

9. Minority & Women's Business Enterprises (MWBE) and Veteran-Owned Business Enterprises

In accordance with the legislative findings and policies set forth in RCW 39.19, 43.60A.200, 39.26.240 and 39.26.245, the State of Washington encourages participation by Veteran-owned, Minority-Owned, and Women-Owned businesses either self-identified or certified by, respectively, the Department of Veterans Affairs or the Office of Minority and Women's Business Enterprises (OMWBE). While the State does not give gender or race-based preferential treatment, it does seek equitable representation from Washington Small Businesses as well as the veteran, minority, and women-owned business communities.

According to Chapter 39.26.010 RCW, to qualify as a Washington Small Business, Bidder must meet three (3) requirements:

- a. Location: Bidder's principal office/place of business must be located in and identified as being in the State of Washington. A principal office or principal place of business is a firm's headquarters where business

decisions are made and the location for the firm's books and records as well as the firm's senior management personnel.

- b. Size: Bidder must be owned and operated independently from all other businesses and have either: (a) fifty (50) or fewer employees or (b) gross revenue or less than seven million dollars (\$7,000,000) annually as reported on Bidder's federal income tax return or its return filed with the Washington State Department of Revenue over the previous three consecutive years.
- c. WEBS Certification: Bidder must have certified its Washington Small Business status in Washington's Electronic Business Solution ([WEBS](#)).

According to Chapter 43.60A.190 RCW, to qualify as a Certified Washington Veteran-Owned Business, Bidder must meet four (4) requirements:

- a. 51% Ownership. Bidder must be at least fifty-one percent (51%) owned and controlled by:
 - (1) A veteran is defined as every person who at the time he or she seeks certification has received a discharge with an honorable characterization or received a discharge for medical reasons with an honorable record, where applicable, and who has served in at least one of the capacities listed in RCW 41.04.007;
 - (2) A person who is in receipt of disability compensation or pension from the Department of Veteran's Affairs; or
 - (3) An active or reserve member in any branch of the armed forces of the United States, including the national guard, coast guard, and armed forces reserves.
- b. Washington Incorporation/Location. Bidder must be either an entity that is incorporated in the State of Washington as a Washington domestic corporation or, if not incorporated, an entity whose principal place of business is located within the State of Washington.
- c. WEBS Certification. Bidder must have certified its Veteran-Owned Business status in Washington's Electronic Business Solution ([WEBS](#)).
- d. WDVA Certification. Bidder must have certification documentation to the Washington Department of Veteran's Affairs (WDVA) and be certified by WSVA and listed as such on WDVA's website ([WDVA](#) – Veteran-Owned Businesses).

DSHS encourages Washington Small, Veteran-owned, and MWBE Bidder participation both directly in Response to this Solicitation and as subcontractors to a Prime Bidder.

Bidders may contact the Office of Minority and Women's Business Enterprises (OMWBE) at <http://omwbe.wa.gov/> and/or the Department of Veterans Affairs at <http://www.dva.wa.gov/program/veteran-owned-business-certification> in order to obtain information on certified firms for potential subcontracting arrangements or for information on how to become certified. Nothing in this section is intended to prevent or discourage participation from non-MWBE firms or non-Veteran-owned businesses.

10. Auxiliary Aids and Limited English Proficient (LEP) Services:

DSHS will provide access to this Solicitation document to individuals with disabilities and Limited English Proficient individuals. Please contact the Coordinator to request auxiliary aids and services.

If an individual believes that the Department has discriminated against them based on a protected status, please contact the DSHS Investigations Unit for the Nondiscrimination Policy Brochure and complaint process. The brochure can be found at <https://www.dshs.wa.gov/sites/default/files/publications/documents/Non-discrim%2022-171.pdf>

11. Cost to Prepare Response

DSHS will not be liable for any costs incurred by the Bidder in preparing, conducting a site assessment, or submitting a Response to this Solicitation.

12. Acceptance of Solicitation Terms

In submitting a Response, Bidder must include a signed Bid Submission Letter in the form set forth on Attachment B, as well as signed Bidder Certifications in the form set forth on Attachment C. Bidder must acknowledge that in submitting a Response, it accepts all terms of this Solicitation Document, including all of its Attachments, and that Bidder's Response constitutes a binding offer. Bidders may not alter or redline the solicitation terms or requirements in their Response. Submitting altered or redlined solicitation terms or requirements in the Bidder Response may result in bidder disqualification.

13. Joint Proposals

If Bidders submit a joint Response with one or more other persons or entities, these persons or entities must designate a prime Bidder. The prime Bidder will be DSHS's sole point of contact through the Procurement process. If selected as the Apparent Successful Bidder, the prime Bidder shall sign the Contract and any amendments and will be liable and responsible to DSHS for all performance under the Contract.

14. Withdrawal of Responses

After a Response has been submitted, Bidders may withdraw their Response at any time up to the Response due date and time as specified in Section C.1, Solicitation Schedule.

A written request to withdraw the Response must be submitted to the Coordinator. After withdrawing a Response, the Bidder may submit another Response at any time up to the Response submission date and time.

15. Ownership of Responses

All materials submitted in response to this Solicitation become the property of DSHS, unless received after the deadline in which case the Response shall be returned to the sender. DSHS shall have the right to use any of the ideas presented as part of the process in any manner as it deems appropriate or beneficial, regardless of whether it is contained in a Response that results in selection for a Contract.

16. DSHS Award Options; Improvement of Bid Offers

After Responses are received and written evaluations are completed, DSHS may (but shall not be required to) request best and final offers from one or more Responsible and Responsive Bidders. The written Responses of Bidders invited to provide a best and final offer may be re-evaluated and the point values may be adjusted based upon changes to pricing or proposed services, deliverables or methodologies that are included in a best and final offer, prior to DSHS' determination of the Apparent Successful Bidder.

Alternatively, after reviewing all Responses, DSHS may enter into negotiations with the highest ranked Responsive and Responsible Bidder in order to determine if the Bid may be improved before identification of the Apparent Successful Bidder.

DSHS shall not be required to request best and final offers or to enter into negotiations and reserves the right to make a Contract award without further discussion of the Response. Therefore the Response should be submitted on the most favorable terms that Bidder intends to offer.

17. Oral Interviews or Presentations

After bids are received and written evaluations are completed, DSHS may, at its sole discretion, request that one or more Responsible and Responsive bidders participate in an oral interview and/or presentation or demonstration. If this option is elected, additional points shall be awarded as set forth in Section E.3, Evaluation Criteria and Scoring of Responses.

18. Announcement of Successful Bidder(s)

DSHS shall announce the Apparent Successful Bidder(s) on WEBS on the date indicated in Section C.1., Solicitation Schedule. All announcements of Apparent Successful Bidders are subject to the negotiation of a Contract satisfactory to DSHS.

Bidders may request a debriefing conference with the Coordinator to discuss information regarding the review and/or evaluation of their bid and may, under certain circumstances, file a formal protest requesting that DSHS provide an identified remedy if

Bidder believes certain types of errors occurred. A more detailed description of these processes is set forth in Section F, Debriefing and Protest Procedure.

19. Ethics, Policies and Law

This Solicitation, the evaluation of Responses, and any resulting contract will be made in conformance with applicable Washington State laws and Policies.

Specific restrictions apply to contracting with current or former state employees pursuant to RCW 42.52. Bidders should familiarize themselves with the requirements prior to submitting a Response. Bidders must include, in their Letter of Submittal, information regarding any current or former state employees who are employed by, or subcontracted with, Bidder.

SECTION D
INSTRUCTIONS REGARDING CONTENT, FORMAT AND SUBMISSION OF
WRITTEN RESPONSES

Bidders shall submit their Responses utilizing the forms set forth on Attachments B, C, D, and E to this Competitive Solicitation. Each Attachment represents a separate section of the Response. Failure to complete and submit all required Attachments, and to sign them, if applicable, may result in Bidder disqualification. Responses should be typed in 12 point font and should be submitted in the following order with each section of the Response clearly labeled.

1. Attachment B: Bid Submission Letter (Required, not scored)

All Bidders must submit a completed bid submission letter in the form and with the minimum contents set forth on Attachment B, which must include all of the required acknowledgments and information. The Bid Submission Letter must be signed by an individual authorized to bind the Bidder contractually. Bidder's completed and signed Attachments B, C, and E, together with any documents that are required to be attached, and Bidder's answers to administrative questions set forth on Attachment D, Bidder Response Form, comprise the Administrative component of the Response.

2. Attachment C: Bidder Certifications and Assurances (Required, not scored)

All Bidders must submit the Bidder certifications and assurances form set forth on Attachment C, signed by an individual authorized to bind the Bidder contractually. Bidders may not alter or redline the Bidder Certifications and Assurances form in their Response. Submitting altered or redlined solicitation terms or requirements in the Bidder Response may result in Bidder disqualification.

3. Attachment D: Bidder Response Form (Required, Portions Scored)

Using Attachment D, Bidders must provide answers to the questions set forth on the Bidder Response Form to demonstrate satisfaction of administrative requirements and, as applicable to this Solicitation, their qualifications, approach and proposed pricing to provide the services as outlined in this Competitive Solicitation, including the Sample Contract set forth on Attachment A. The number of points allocated to each answer is indicated next to the question.

The Bidder Response Form is posted separately from this Solicitation document in Microsoft Word format. Except for limits that are noted on the Bidder Response Form, Bidders may utilize as much space as is reasonably required to respond to each question, provided all questions are repeated and remain numbered and ordered as set forth in Attachment D. If additional pages are needed, they should be attached to the page containing the initial portion of the Response to a question and should be marked clearly to indicate that they provide a continuation of Bidder's answer to a specific numbered question. Bidders should not submit product brochures, white papers,

customer testimonials, cut sheets, or other pre-prepared materials in Response to any of the questions unless specifically requested.

Bidders must submit complete, well-organized explanatory answers that address all of the specific questions asked in the Bidder Response Form. Bidders should not assume that evaluators will be familiar with their businesses before conducting the evaluation.

Use of Attachment D assures that Bidder responds to specific questions in space immediately below those questions and helps to avoid confusion among evaluators about the question that is being responded to. In awarding points, evaluators shall not be obligated to search through the Bidder's answers to questions other than the one being reviewed in order to locate text that is responsive to the question being reviewed. Failure to use the form set forth on Attachment D (with the applicable questions set forth immediately above Bidder's answers), failure to respond to all questions and/or failure to submit any documents requested in the Bidder Response Form may result in Bidder disqualification.

If Bidder is awarded a Contract, DSHS may require that Bidder's Response to the Bidder Response Form be incorporated, in whole or in part, into the Contract.

4. Attachment E: Contractor Inclusion Plan (Required, not scored)

All Bidders must submit the Contractor Inclusion Plan form set forth on Attachment E, signed by an individual authorized to bind the Bidder contractually. DSHS requires that Bidder submit this inclusion plan template as part of their proposal. Once submitted, the Inclusion Plan template becomes part of the Contract if awarded to the Bidder.

The Bidder shall also include an anticipated list of Washington Small, Minority, Women, and Veteran-owned subcontractors or vendors who may provide services on the project. Responses should reflect the Bidder's sincere efforts to include diverse, Washington Small, and Veteran businesses. Businesses listed in the plan must be certified by OMWBE or DVA, or registered in WEBS as Washington Small businesses. If a company is not certified or registered but may be eligible for certification, the Bidder should encourage the company to become certified.

Inclusion goals are aspirational. No preference is given for inclusion plans or goals in the evaluation of bids. While no minimum level of OMWBE certified, Veteran-owned, or Washington Small Business participation will be required as a condition for receiving an award, the plan must include the actions the Contractor will take to increase subcontracting opportunities for those business types.

Submitting altered or redlined solicitation terms or requirements in the Bidder Response may result in Bidder disqualification.

5. Proprietary Information/Public Disclosure

Materials submitted in response to this Solicitation shall be deemed public records as defined by RCW 42.56. All Responses and accompanying documentation shall become the property of DSHS upon receipt, and will not be returned.

The Bidder's Response must include, on Attachment D, a statement identifying the pages of its Response, if any, which contain information the Bidder considers proprietary (for the purposes of public disclosure). Each page claimed to be proprietary must be clearly marked by stating the word "Proprietary" on the lower right hand corner. Bidders must be reasonable in designating information as proprietary or confidential. **Bidders may not mark their entire Response proprietary. Doing so will not be honored and will disqualify your Response from further consideration.**

If DSHS receives a request to view or copy a Bidder's Response, DSHS will respond according to applicable law and DSHS's policy governing public disclosure. DSHS will not disclose any information marked "Proprietary" in a Response without giving the Bidder ten (10) days' notice to seek relief in superior court per RCW 42.56.540.

DSHS is required to publicly post the awarded Bidder(s)'s bid(s) and bid evaluation documents, upon completion of the Solicitation. DSHS shall redact these materials for information identified as proprietary and post them on the DSHS website subsequent to the award of a contract.

Bidders may not include any DSHS client information in their Responses. Doing so will result in disqualification of the Response from further consideration. If you wish to include examples of any forms or processes, use a blank form or ensure that all client information is completely redacted.

6. Submission of Responses

Bid Responses must be stored in an acceptable electronic format and, if applicable, hard copy format, as set forth in Section 7, below. Bid Responses must be emailed directly to the Coordinator at the email address provided on the cover sheet of this Solicitation Document. Bid Responses must be received by the Coordinator in their entirety on or before the due date and time set forth in Section C.1., Solicitation Schedule, unless a posted Amendment to this Competitive Solicitation changes this due date and time. Bidder's completed version of each of the Attachments B, C, D, and E, to this Competitive Solicitation shall be included as a separate attachment to the Bidder's email(s).

Bidders assume all risks for the timely submission of the Response. Bidders are responsible for allowing sufficient time to ensure timely electronic receipt of their Response by the Coordinator and, in Solicitation that also requires that hard copies of the Response be submitted, to ensure timely receipt via other delivery methods. DSHS does not assume responsibility for problems with the Bidder's email, network or problems with the mail, parking, traffic or the services of any third-party courier. However, if DSHS email is not working properly, appropriate allowances will be made.

DSHS will not accept late Responses, nor grant time extensions for individual Bidders. DSHS will disqualify any Response and withdraw it from consideration if it is received after the Response submission due date and time.

7. Acceptable Electronic Formats for Submission of Responses

Attachment D, Bidder Response Form, should be submitted in Microsoft Word format. Other Response documents must be formatted in Portable Document Format (Adobe Acrobat PDF) or Microsoft Word, Excel, or PowerPoint. Spreadsheet documents must be submitted in Microsoft Excel and in a live, unprotected file that includes all formulas, macros, and computations that are relied on or used to calculate any rates or values presented therein. When scanning documents to be submitted in PDF format, scanner resolution should be set to at least 200 dots per inch.

NOTE: DSHS cannot receive emails that are larger than 30MB. To keep file sizes to a minimum, Bidders are cautioned not to use unnecessary graphics in their Responses. If your Response approaches or exceeds 30MB, you must break it up and send it by more than one email so that no single email exceeds 30MB.

8. Alternative Submission Methods

Bidders wishing to request an alternative method for submitting their Response must contact the Coordinator at least ten (10) days before the Response Submission Date. No alternative submission method will be accepted unless agreed to by the Coordinator in writing prior to the Response deadline.

SECTION E EVALUATION OF RESPONSES

1. Bid Responsiveness; Administrative Review

All Responses will be reviewed by the Coordinator to determine compliance with administrative and minimum qualification requirements and instructions specified in this Solicitation. DSHS may reject a Response as nonresponsive at any time for any of the following reasons:

- Incomplete Response
- Submission of a Response that proposes services that deviate from the scope and technical requirements set forth in this document and Attachment A, Sample Contract, except as permitted in an Amendment to this Solicitation
- Failure to meet the minimum Bidder qualifications or to comply with any requirement set forth in this Solicitation Document, including Attachments
- Submission of incorrect, misleading, or false information
- History of prior unsatisfactory contractual performance

The Coordinator may contact any Bidder for clarification of the Response. If a Response is deemed non-responsive, it shall be removed from further consideration. DSHS shall notify non-responsive Bidder(s) of this determination and the supporting reasons. Bidders whose Responses are found to be non-responsive shall be disqualified from further evaluation and shall be notified in writing.

If a Response meets all administrative and Bidder qualification requirements and submittal instructions, DSHS shall continue with the Written Evaluation and, if applicable, the Oral Evaluation.

2. Errors in Bidder Response

Bidders are responsible for all errors or omissions contained in their Responses. Bidders will not be allowed to alter Response documents after the deadline for Response submissions.

DSHS reserves the right to contact any Bidder for clarification of Response contents. In those cases where it is unclear to what extent a requirement has been addressed, the evaluation panel may, in their discretion and acting through the Coordinator, contact a Bidder to clarify specific matters in the submitted Response.

DSHS reserves the right to waive minor administrative irregularities contained in any Bidder Response.

3. Evaluation Criteria and Scoring of Responses

Following the administrative review, Responses shall be evaluated and points shall be awarded for the management, technical and cost proposal components of the Response, as applicable, based upon Bidder’s responses to the questions set forth on Attachment D, Bidder Response Form. Additional evaluation points may be awarded for specific criteria not included on Attachment D, Bidder Response Form only if set forth in this Section.

The maximum number of points available for each Bidder is three hundred and forty five (345).The maximum number of points that may be assigned with respect to specific questions is set forth on Attachment D, Bidder Response form. The overall breakdown for assignment of points in evaluating Responses to this Solicitation is as follows:

Service Proposal Response.....	75 maximum points
Experience and Qualifications	85 maximum points
Cost Proposal (Quotations).....	80 maximum points
Project Plan and Experience.....	80 maximum points
(*Optional) Oral Interview/Presentation.....	100 maximum points
(*Optional) References demonstrating superior reliability and quality.....	pass/fail

Total	420

EO 18-03 Response.....	5 maximum points
Certified Washington Veteran-owned Business.....	10 maximum points
Washington Small Business.....	10 maximum points

Total	25

Total Possible Points (if Oral Interview)	445 maximum points

4. Evaluation of Cost Proposal/Quotations

The Bidder who offers the lowest cost for each question of the Cost Proposal shall receive the maximum number of available Cost Proposal points. Bidders offering higher costs will receive proportionately fewer Cost Proposal points based on the lowest cost as follows:

$(\text{lowest bid} / \text{higher bid}) * \text{available points} = \text{total cost points awarded}$

Bidder	Low-Cost Calculation <i>EXAMPLE</i>	Calculated Quotation Score
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	Quotation Quest. #1	Low Cost %	Points Available	Points Awarded (Max 20 Points)
Bidder A	\$40.00	1.00	20	20
Bidder B	\$50.00	0.80	20	16
Bidder C	\$80.00	0.50	20	10

5. Written Bid Evaluation Process

DSHS shall designate an evaluation team of at least three (3) evaluators to review, evaluate, and score the written question responses. These evaluators will be selected based on their qualifications, experience, capability and background. If oral interviews or presentations are conducted, additional evaluators may supplement or replace some or all of the individuals performing the written evaluation.

Evaluators shall assign scores up to the maximum points available. Individual evaluator points will be totaled and the average points for each Bidder will be calculated. The Bidder’s average points earned for each question will be added together to determine the Bidder’s total written evaluation points.

6. Evaluation Points to Washington Small and Veteran-owned Businesses

In accordance with [DES Policy 090-060](#) Supplier Diversity, DSHS shall consider awarding evaluation points to Certified Washington Veteran-owned and/or Washington Small Businesses.

DSHS will evaluate bids for best value and provide a bid preference point in the amount set forth on Attachment D, Bidder Response Form, to any Bidder who certifies that they are a Washington Small Business (as defined in [RCW 39.26.010\(22\)](#)) or Certified Washington Veteran-owned Business (according to [RCW 43.60A.190](#)).

7. Evaluation for Executive Order 18-03 (Firms without Mandatory Individual Arbitration for Employees)

Pursuant to RCW 39.26.160(3) (best value criteria) and consistent with [Executive Order 18-03 – Supporting Workers’ Rights to Effectively Address Workplace Violations](#) (dated June 12, 2018), DSHS will evaluate bids for best value and provide a bid preference in the amount set forth on Attachment D, Bidder Response Form, to any bidder who certifies that their firm does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

Successful bidders who certify that their employees are NOT required to sign these clauses and waivers as a condition of employment will have an EO 18-03 section added to their Contract incorporating this Response and requiring notification to DSHS if they later require their employees to agree to these clauses or waivers during the term of the Contract.

8. Bidder's References

Once the written evaluations are completed, DSHS may contact the references provided by the top-ranked Bidder(s) in order to investigate past performance and validate information in Bidder Responses. In submitting a Response, Bidder agrees that it shall hold harmless DSHS and any individuals identified as references from and against liability resulting from the provision of information or the receipt and use of that information in evaluating Bidder's Response.

While additional points may be awarded for superior performance and reliability as demonstrated through references (see Section E.3. above), references are generally evaluated on a pass/fail basis. DSHS may reject a bid and consider a bidder as non-responsible if a reference provides negative information about a Bidder's past performance.

DSHS may, at any time, require additional or substitute references to determine the Bidder's experience and level of responsibility. If the reference check process reveals information that should properly be considered in evaluating Bidder's responses, DSHS may, in its sole discretion, reconvene the evaluation panel to reconsider the evaluation scoring in light of the information obtained.

9. Optional Oral Interview/Evaluation

In addition to evaluating the written Response, DSHS, at its sole discretion, may invite one or more of the highest scoring Bidders to make an oral presentation which shall be separately evaluated.

10. Selection of Apparent Successful Bidder

The eligible Bidder that receives the highest total number of possible points will be presented to DSHS management for consideration as a finalist for the Apparent Successful Bidder. In the event multiple Contracts will be awarded, the applicable number of top-scoring eligible Bidders will be considered.

The selection process shall determine which Bidder provides the best value in meeting the needs of DSHS. Selection of the Apparent Successful Bidder(s) depends upon DSHS' assessment of multiple factors, including Bidders' qualifications, capabilities, efficiency, experience, reliability, responsibility, integrity, quality of proposed services and deliverables, timeliness, cost and potential impact on DSHS' needs. DSHS may consider whether the Response encourages diverse contractor participation; whether the Bid provides competitive pricing, economies and efficiencies; whether the Bidder considers human health and environmental impacts; whether the Response appropriately weighs cost and non-cost considerations; and life cycle cost, as applicable. DSHS may also consider a Bidder's performance on prior State or other contracts and may reject Responses of any Bidder who has failed to perform satisfactorily under any previous contract with the state or another party. DSHS reserves the right to select a Bidder whose Response is deemed to offer the best overall value and that is in the best

interests of DSHS and the State of Washington.

DSHS management shall make the final determination as to which Bidder(s), initially designated as finalist(s), shall be officially selected and announced on WEBS as the Apparent Successful Bidder(s) on or about the date and time set forth in Section C.1., Solicitation Schedule. DSHS may also notify the Apparent Successful Bidder(s) and the unsuccessful Bidder(s) of its determination via email on or about the date and time specified in Section C.1., Solicitation Schedule.

DSHS' decision will be subject to the execution of a Contract satisfactory to DSHS within a reasonable period of time following the announcement of the Apparent Successful Bidder on WEBS. In the event the parties are unable to reach agreement on the final details of a Contract, consistent with Attachment A, Sample Contract, DSHS shall have the option of negotiating with the next highest ranked Bidder and of revising the announcement of the Apparent Successful Bidder.

**SECTION F
BIDDER DEBRIEFING
AND PROTEST PROCEDURE**

1. Debriefing Conferences

No later than 5:00 p.m. on the third business day following the posted announcement of Successful Bidder(s) on WEBS, Bidders may send an email to the Coordinator requesting a Debriefing Conference. Unless a different date is agreed upon by the Coordinator, the Debriefing Conference will be held on a date designated in Section C.1., Solicitation Schedule. Discussion at the debriefing conference will be limited to the following:

- If the Bidder's proposal was rejected, the reason for its rejection
- Evaluation and scoring of the Bidder's Response
- Critique of the Response based on the evaluation
- Review of Bidder's final score in comparison with the other final scores

No comparisons between Bids will be allowed during the Debriefing Conference, which shall be conducted by telephone, unless the Coordinator agrees to an in-person meeting, and shall last for a maximum period of thirty (30) minutes.

2. Grounds and Filing of Protests

A Bidder who has participated in a Debriefing Conference may file a formal Protest if the Bidder asserts that there are facts that indicate error in the evaluation of Bids on one or more of the following grounds:

- Bias, discrimination or conflict of interest on the part of the evaluator or in the process
- Mathematical errors in computing the score
- Non-compliance with procedures described in the Solicitation document or in DES policy

Protests must be emailed to the Solicitation Coordinator and must be received no later than 5:00 p.m. (Pacific Time) on the fifth (5th) business day following the day of the Bidder's Debriefing Conference. The Protest must adhere to the requirements set forth in this Section or it will not be considered. This Protest procedure constitutes the sole administrative remedy available to Bidders from DSHS under this Solicitation.

Protests must include the protestor's mailing address and phone number and the name of the individual responsible for filing the Protest. The Protest must state the Solicitation number and title, the grounds for the Protest, specific facts to support these grounds, and a description of the relief or corrective action being requested.

Protests not based on one of the grounds set forth in this Section will be rejected. It is not grounds for a protest to question an evaluator's professional judgment on the quality of a Response or DSHS' assessment of its own needs or requirements.

3. DSHS Protest Review Process

The Coordinator will immediately forward any Protest to the Chief of Central Contracts and Legal Services to assign to a Protest Coordinator for review. The Protest Coordinator, an individual who was not involved in the Solicitation, will consider the record and all available facts and will endeavor to issue a decision within ten (10) business days following receipt of the Protest. If additional time is required, the protesting party will be notified of the delay.

In the event a Protest may involve the conduct of or information submitted by another Bidder that also submitted a Response, such Bidder will be given an opportunity to submit its views and any relevant information on the issue(s) raised by the protest to the Solicitation Coordinator.

4. Determination of Protests

The Protest Coordinator shall issue a written determination regarding the Protest. This written determination shall include one or more of the following determinations:

- Upholding DSHS determination of the Apparent Successful Bidder(s) on the basis that there are insufficient facts to establish the alleged error; or
- Upholding DSHS' determination of the Apparent Successful Bidder(s) on the basis that there are only technical or harmless errors in DSHS' evaluation process; or
- Finding errors and identifying actions which may be taken by DSHS, such as:
 - i. Correction of errors and reevaluation of all bids,
 - ii. Cancellation and reissuance of the Solicitation (in which case all the Bidders will be notified), or
 - iii. Other corrective actions as may be appropriate

There is no further administrative process or remedy available within DSHS to appeal the determination that resulted in a Protest. If the protesting party does not accept DSHS' determination, the protesting party can seek relief from Superior Court in Thurston County, WA.

**SECTION G
CONTRACTING PROCEDURES**

1. Contract Execution

The Apparent Successful Bidder(s) is expected to sign a contract with DSHS that is substantially the same as Attachment A, Sample Contract, included with this Solicitation, and to enter into any subsequent Contract amendments that may be required to address specific work or services.

DSHS reserves the right to require that some or all of Bidder's Response be incorporated into the Contract, and to negotiate the specific wording of the Statement of Work, based on the requirements of this Solicitation and the terms of the Response submitted by the Apparent Successful Bidder. If changes are requested as part of the Bid Response, DSHS may consider, but shall be under no obligation to agree to, modifications to the General Terms and Conditions of Attachment A, Sample Contract.

If the Apparent Successful Bidder fails or refuses to sign a Contract within ten (10) business days of delivery by DSHS, DSHS may elect to designate the next highest-ranked finalist as the Apparent Successful Bidder.

2. Security Design Review

The Apparent Successful Bidder (ASB) will be required to pass a DSHS Security Design review prior to signing the awarded Contract. The ASB will need to demonstrate how their system meets all of the security requirements. If the system does not pass the Security Design review, the Contract will not be issued. Any security requirements that are agreed to may be written in to the Contract.

3. Insurance

The Apparent Successful Bidder shall provide evidence of its compliance with the insurance requirements included on Attachment A, Sample Contract.

4. Non-Endorsement

The award of a Contract is not an endorsement by the State or DSHS of the Bidder or Bidder's Services and shall not be represented as such by Bidder in any advertising or other publicity materials.

By submitting a Response to this Solicitation, the Bidder agrees to make no reference to DSHS in any literature, promotional materials, brochures, sales presentations or the like without the prior written consent of DSHS.

5. Background Checks

Individuals who will be performing the Contract on behalf of the Apparent Successful Bidder may be required to undergo background checks. Individuals who have disqualifying results (showing crimes and/or negative actions) may not be permitted to provide Services under the Contract.

6. Electronic Payment

The State prefers to utilize electronic payment in its transactions. The successful Bidder will be required to register in the Statewide Vendor Payment system, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>, prior to submitting a request for payment under their Contract. No payment shall be made until the registration is completed.