



STATE OF WASHINGTON  
HEALTH CARE AUTHORITY

**REQUEST FOR QUOTATIONS (RFQ)**

RFQ NO. 2020HCA20

**PROJECT TITLE:** Medication lock boxes

**PROPOSAL DUE DATE:** August 18, 2020 by 2:00 p.m. Pacific Time

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

**ESTIMATED TIME PERIOD FOR CONTRACT:** Date of Execution to September 30, 2020. HCA must take receipt of the purchased medication lock boxes by September 30, 2020.

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



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**RFQ Exhibits**

- Exhibit A: Cost Proposal (separate attachment)
- Exhibit B: Certifications and Assurances
- Exhibit C: Diverse Business Inclusion Plan
- Exhibit D: Executive Order 18-03
- Exhibit E: Draft Contract including General Terms and Conditions (GT&Cs) (separate attachment)

# 1. INTRODUCTION

## 1.1. PURPOSE AND BACKGROUND

The Washington State Health Care Authority, hereafter called “HCA,” is initiating this Request for Quotations (RFQ) to solicit proposals from firms interested in participating on a project to provide medication lock boxes to each of the 29 Opioid Treatment Programs (OTP) in Washington State.

HCA intends to award one contract to provide the services described in this RFQ.

## 1.2. OBJECTIVES AND SCOPE OF WORK

To provide medication lock boxes to all 29 Opioid Treatment Program locations in Washington State. The medication lock boxes must hold up to 2 weeks’ worth of Medication for Opioid Use Disorder (MOUD), and include a secure locking mechanism by key or code. The Federal Guidelines for Security of Take-Home Medication state “Patients receiving unsupervised (take-home) medication should use a locked container to inconspicuously and safely transport take-home medication packaged in individual bottles that are labeled in accordance with the regulations and store the medication at home. The regulations do not mandate that patients use a specific type of locking container”.<sup>1</sup>

The successful bidder will be required to ship the quantity of lockboxes to each OTP site as listed in Exhibit A, *Cost Proposal*. The successful bidder will be required to have all of the lockboxes delivered to each OTP site by September 30, 2020.

Specifications for medication lock boxes:

- Dimensions of the box are to be approximately 6” Long x 8” Wide x 4” High.
- An acceptable locking mechanism may be a key or a code.

## 1.3. FUNDING

HCA has budgeted an amount not to exceed seventy-eight thousand three hundred Dollars (\$78,300) for this project. Proposals in excess of \$78,300 will be considered non-responsive and will not be evaluated.

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

## 1.4. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

If the resulting contract is supported by federal funds, such contract may require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how federal funds are spent.

To comply with the act and be eligible to enter into this contract, the Apparent Successful Bidder’s organization must have a Data Universal Numbering System (DUNS®) number. A DUNS® number provides a method to verify data about your organization. If the organization does not already have one, it may receive a DUNS® number free of charge by contacting Dun and Bradstreet at [www.dnb.com](http://www.dnb.com).

<sup>1</sup> Federal Guidelines for Opioid Treatment Programs.  
<https://store.samhsa.gov/sites/default/files/d7/priv/pep15-fedguideotp.pdf>

The Apparent Successful Bidder may be required to complete a Federal Funding Accountability and Transparency Act (FFATA) Data Collection Form which must be returned with the signed contract. If applicable, the contract will not be executed until this form has been properly completed, executed, and received by the agency.

Required information about the contracting organization and this contract will be made available on USASpending.gov by the Washington State Health Care Authority as required by P.L. 109-282. As a tool to provide the information, HCA encourages registration with the Central Contractor Registry (CCR) because less data entry and re-entry is required on behalf of both HCA and the contracting organization. Registration can be done with CCR online at <https://www.uscontractorregistration.com/>.

### 1.5. PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFQ is tentatively scheduled to begin on or about Date of Execution and to end on September 30, 2020.

Amendments extending the period of performance, if any, will be at the sole discretion of HCA.

### 1.6. CONTRACTING WITH CURRENT OR FORMER STATE EMPLOYEES

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. Bidders should familiarize themselves with the requirements prior to submitting a proposal that includes current or former state employees.

### 1.7. DEFINITIONS

Definitions for the purposes of this RFQ include:

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

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

**HCA** – The Health Care Authority, an executive agency of the state of Washington that is issuing this RFQ.

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

**Request for Quotations (RFQ)** – Formal procurement document in which a need is identified and firms are invited to provide their quotes based on the necessary listed deliverables in order to meet those needs.

### 1.8. ADA

HCA complies with the Americans with Disabilities Act (ADA). Bidders may contact the RFQ Coordinator to receive this Request for Qualifications and Quotations in Braille or on tape.

## 2. GENERAL INFORMATION FOR BIDDERS

### 2.1. RFQ COORDINATOR

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

Name	Sean Gregory
E-Mail Address	HCAProcurements@hca.wa.gov

Any other communication will be considered unofficial and non-binding on HCA. Bidders are to rely on written statements issued by the RFQ Coordinator. Communication directed to parties other than the RFQ Coordinator may result in disqualification of the Bidder.

### 2.2. ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

This RFQ is being issued under the following Schedule. The Response deadlines are Mandatory and non-negotiable. Failure to meet any of the required deadlines (dates and times) may result in disqualification from participation.

Issue Request for Quotations	7/31/2020
Questions Due	8/06/2020 – 2:00 PM (PT)
Answers Posted	8/11/2020
Proposals Due	8/18/2020 – 2:00 PM (PT)
Evaluate Proposals	8/19/2020 – 8/20/2020
Announce “Apparent Successful Bidder” and send notification via e-mail to unsuccessful Bidders	8/24/2020
Debrief Request Deadline	8/27/2020 – 5:00 PM (PT)
Negotiate Contract	8/25/2020 – 9/11/2020
Contract Start Date (on or before)	9/18/2020
Lockboxes received at each OTP site	No later than 9/30/2020

HCA reserves the right in its sole discretion to revise the above schedule and to waive informalities or deficiencies.

### 2.3. SUBMISSION OF PROPOSALS

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

Proposals must be submitted electronically as an attachment to an e-mail to the RFQ Coordinator at the e-mail address listed in Section 2. Attachments to e-mail should be in Microsoft Word format or PDF. Zipped files cannot be received by HCA and cannot be used for submission of proposals. The cover submittal letter and the Certifications and Assurances form must have a scanned signature of the individual within the organization authorized to bind the Bidder to the offer. HCA does not assume

responsibility for problems with Bidder's e-mail. If HCA e-mail is not working, appropriate allowances will be made.

Proposals may not be transmitted using facsimile transmission.

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

## **2.4. PROPRIETARY INFORMATION / PUBLIC DISCLOSURE**

Proposals submitted in response to this competitive procurement will become the property of HCA. All proposals received will remain confidential until the Apparent Successful Bidder is announced; thereafter, the proposals will be deemed public records as defined in chapter 42.56 of the Revised Code of Washington (RCW).

Any information in the proposal that the Bidder desires to claim as proprietary and exempt from disclosure under the provisions of chapter 42.56 RCW, or other state or federal law that provides for the nondisclosure of your document, must be clearly designated. The information must be clearly identified and the particular exemption from disclosure upon which the Bidder is making the claim must be cited. Each page containing the information claimed to be exempt from disclosure must be clearly identified by the words "Proprietary Information" printed on the lower right hand corner of the page. Marking the entire proposal exempt from disclosure or as Proprietary Information will not be honored.

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

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

## **2.5. REVISIONS TO THE RFQ**

In the event it becomes necessary to revise any part of this RFQ, addenda will be provided via e-mail to all individuals who have made the RFQ Coordinator aware of their interest. Addenda will also be published on Washington's Electronic Bid System (WEBS). The website can be located at <https://fortress.wa.gov/ga/webs/>. For this purpose, the published questions and answers and any other pertinent information will be provided as an addendum to the RFQRFQ and will be placed on the website.

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

## **2.6. DIVERSE BUSINESS INCLUSION PLAN**

Bidders will be required to submit a Diverse Business Inclusion Plan with their proposal. In accordance with legislative findings and policies set forth in RCW 39.19, the state of Washington encourages participation in all contracts by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE), set forth in RCW 43.60A.200 for firms certified by the Washington State Department of Veterans Affairs, and set forth in RCW 39.26.005 for firms that are Washington Small Businesses. Participation may be either on a direct basis or on a subcontractor basis. However,

no preference on the basis of participation is included in the evaluation of Diverse Business Inclusion Plans submitted, and no minimum level of minority- and women-owned business enterprise, Washington Small Business, or Washington State certified Veteran Business participation is required as a condition for receiving an award. Any affirmative action requirements set forth in any federal Governmental Rules included or referenced in the contract documents will apply.

## **2.7. ACCEPTANCE PERIOD**

Proposals must provide 120 calendar days for acceptance by HCA from the due date for receipt of proposals.

## **2.8. COMPLAINT PROCESS**

- 2.8.1. Vendors may submit a complaint to HCA based on any of the following:
  - 2.8.1.1. The solicitation unnecessarily restricts competition;
  - 2.8.1.2. The solicitation evaluation or scoring process is unfair; or
  - 2.8.1.3. The solicitation requirements are inadequate or insufficient to prepare a response.
- 2.8.2. A complaint may be submitted to HCA at any time prior to five business days before the bid response deadline. The complaint must meet the following requirements:
  - 2.8.2.1. The complaint must be in writing;
  - 2.8.2.2. The complaint must be sent to the RFQ Coordinator in a timely manner;
  - 2.8.2.3. The complaint should clearly articulate the basis for the complaint; and
  - 2.8.2.4. The complaint should include a proposed remedy.

The RFQ Coordinator will respond to the complaint in writing. The response to the complaint and any changes to the solicitation will be posted on WEBS. The Director of HCA will be notified of all complaints and will be provided a copy of HCA's response. The complaint may not be raised again during the protest period. HCA's action or inaction in response to the complaint will be final. There will be no appeal process.

## **2.9. RESPONSIVENESS**

All proposals will be reviewed by the RFQ Coordinator to determine compliance with administrative requirements and instructions specified in this RFQ. The Bidder is specifically notified that failure to comply with any part of the RFQ may result in rejection of the proposal as non-responsive. HCA also reserves the right at its sole discretion to waive minor administrative irregularities.

## **2.10. MOST FAVORABLE TERMS**

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

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



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

#### **2.11. CONTRACT AND GENERAL TERMS & CONDITIONS**

The ASB will be expected to enter into a contract which is substantially the same as the sample contract and its general terms and conditions attached as Exhibit E. In no event is a Bidder to submit its own standard contract terms and conditions in response to this solicitation. The Bidder may submit exceptions as allowed in the Certifications and Assurances form, Exhibit B to this solicitation. All exceptions to the contract terms and conditions must be submitted as redlines within Exhibit E, *Draft Contract*. If the Bidder fails to identify or object to any particular term or condition, that term or condition will be deemed agreed to by the Bidder, and will not be further discussed by HCA. HCA reserves the right to discuss any Bidder proposed change to terms or conditions and to clarify and supplement such proposal.

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

#### **2.12. COSTS TO PROPOSE**

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

#### **2.13. RECEIPT OF INSUFFICIENT NUMBER OF PROPOSALS**

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

#### **2.14. NO OBLIGATION TO CONTRACT**

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

#### **2.15. REJECTION OF PROPOSALS**

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

#### **2.16. COMMITMENT OF FUNDS**

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

#### **2.17. ELECTRONIC PAYMENT**

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

## 2.18. INSURANCE COVERAGE (ADD OTHER INSURANCE AS REQUIRED)

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

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

### 2.18.1. Liability Insurance

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

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

2.18.1.2. Business Auto Policy: As applicable, the ASB will maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance must cover liability arising out of "Any Auto." Business auto coverage must be written on ISO form CA 00 01, 1990 or later edition, or substitute liability form providing equivalent coverage.

### 2.18.2. Employers Liability ("Stop Gap") Insurance

In addition, the ASB will buy employers liability insurance and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

### 2.18.3. Cyber-Liability Insurance / Privacy Breach Coverage

For the purposes of this section the following definitions apply:

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

**Confidential Information** – is information that is exempt from disclosure to public or other unauthorized persons under 42.56 RCW or other federal or state laws. Confidential Information includes, but is not limited to, Personal Information and Protected Health Information.

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

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

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

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

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

#### 2.18.4. **Additional Provisions**

Above insurance policy must include the following provisions:

- 2.18.4.1. **Additional Insured.** The state of Washington, HCA, its elected and appointed officials, agents and employees must be named as an additional insured on all general liability, excess, umbrella and property insurance policies. All insurance provided in compliance with this contract must be primary as to any other insurance or self-insurance programs afforded to or maintained by the state.
- 2.18.4.2. **Cancellation.** State of Washington, HCA, must be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications. Insurers subject to 48.18 RCW (Admitted and Regulation by the Insurance Commissioner): The insurer must give the state 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the state must be given ten days advance notice of cancellation. Insurers subject to 48.15 RCW (Surplus lines): The state must be given 20 days advance notice of cancellation. If cancellation is due to non-

payment of premium, the state must be given ten days advance notice of cancellation.

**2.18.4.3. Identification.** Policy must reference the state's contract number and the Health Care Authority.

**2.18.4.4. Insurance Carrier Rating.** All insurance and bonds should be issued by companies admitted to do business within the state of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception must be reviewed and approved by the Health Care Authority Risk Manager, or the Risk Manager for the state of Washington, before the contract is accepted or work may begin. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with chapter 48.15 RCW and 284-15 WAC.

**2.18.4.5. Excess Coverage.** By requiring insurance herein, the state does not represent that coverage and limits will be adequate to protect ASB, and such coverage and limits will not limit ASB liability under the indemnities and reimbursements granted to the state in this Contract.

**2.18.5. Workers' Compensation Coverage**

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

### 3. PROPOSAL CONTENTS

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

- A. Letter of Submittal, including signed Certifications and Assurances (Exhibit B to this RFQ)
- B. Cost Proposal (Exhibit A to this RFQ)
- C. Diverse Business Inclusion Plan (Exhibit C to this RFQ)
- D. Specification sheet for Bidder's proposed Medication Lock Boxes (Section 3.2)

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

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

For **Mandatory Requirements (M)**, the Proposal must always indicate explicitly whether or not the Bidder's proposed services meet the requirement. A statement, "(Bidder Name) has read, understands, and fully complies with this requirement" is acceptable, along with any additional information requested.

For **Mandatory Scored requirements (MS)**, the Proposal must always indicate explicitly whether or not the Bidder's proposed goods and services meet the requirement, and describe how the Bidder's proposed goods and services will accomplish each requirement.

#### 3.1. LETTER OF SUBMITTAL (MANDATORY)

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

- 3.1.1. Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom contract would be written.
- 3.1.2. Legal status of the Bidder (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.
- 3.1.3. Federal Employer Tax Identification number or Social Security number and the Washington Uniform Business Identification (UBI) number issued by the state of Washington Department of Revenue. If the Bidder does not have a UBI number, the Bidder must state that it will become licensed in Washington within thirty (30) calendar days of being selected as the Apparent Successful Bidder.
- 3.1.4. Any information in the proposal that the Bidder desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.56 must be clearly designated. The page must be identified and the particular exemption from disclosure upon which the Bidder is making the claim must be listed. Each page claimed to be exempt from disclosure must be clearly identified by the word "Proprietary" printed on the lower right hand corner of the page. In your Letter of Submittal, please list which pages and sections

that have been marked "Proprietary" and the particular exemption from disclosure upon which the Bidder is making the claim.

- 3.1.5. Latest date Bidder will be able to deliver all medication lock boxes to all locations as described in Exhibit A, *Cost Proposal*. All medication lock boxes must be delivered to all OTP locations by September 30, 2020.

### **3.2. SPECIFICATION SHEET (MANDATORY)**

The Specification sheet for Bidder's proposed Medication Lock Boxes should include, at a minimum, detailed information about the product, such as: the dimensions and shape of the box, the type of locking mechanism used. Bidders are also requested to provide an image of the Lock Box.

### **3.3. OMWBE CERTIFICATION (OPTIONAL AND NOT SCORED)**

Include proof of certification issued by the Washington State Office of Minority and Women's Business Enterprises if certified minority-owned firm and/or women-owned firm(s) will be participating on this project.

### **3.4. EXECUTIVE ORDER 18-03 (SCORED)**

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

### **3.5. QUOTATIONS SECTION (SCORED)**

The maximum fee for this contract must be seventy-eight thousand three hundred Dollars (\$78,300) or less to be considered responsive to this RFQ.

The evaluation process is designed to award this procurement not necessarily to the Bidder of least cost, but rather to the Bidder whose proposal best meets the requirements of this RFQ. However, Bidders are encouraged to submit proposals which are consistent with state government efforts to conserve state resources.

#### **3.5.1. Identification of Costs (SCORED)**

Identify all costs in U.S. dollars including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. Bidders are required to collect and pay Washington state sales and use taxes, as applicable.

The following must be included in Exhibit A, *Cost Proposal*:

- Total shipping cost per location in Columns D3 – D31
- Total cost per unit in cell C32
- Total sales tax for all units in cell C35
- Quotes must be supplied using the exact number of medication lock boxes specified in Column C of Exhibit A, *Cost Proposal*.

The final number of medication lock boxes may change, at HCA's sole discretion, prior to finalizing the resulting contract.

## 4. EVALUATION AND CONTRACT AWARD

### 4.1. EVALUATION PROCEDURE

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

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

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

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

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

### 4.2. EVALUATION WEIGHTING AND SCORING

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

$$\frac{\text{Lowest Cost Proposal}}{\text{Bidder's Cost Proposal}} \times 95 = \text{Bidder's Cost Proposal Points}$$

Scores for Exhibit A, *Cost Proposal* and EO 18-03 will be summed to determine the Bidder's total score for the RFQ.

Evaluation Elements – Combined Total	
Exhibit A – Cost Proposal	95
Executive Order 18-03	5
Maximum Points Possible	100

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

### 4.3. SUBSTANTIALLY EQUIVALENT SCORES

Substantially equivalent scores are scores separated by two percent or less in total points. If multiple Proposals receive a Substantially Equivalent Score, HCA may leave the matter as scored, or select as the ASB the one Proposal that is deemed by HCA, in its sole discretion, to be in HCA's best



interest relative to the overall purpose and objective as stated in Sections 1.1 and 1.2 of this Procurement.

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

#### **4.4. NOTIFICATION TO BIDDERS**

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

#### **4.5. DEBRIEFING OF UNSUCCESSFUL BIDDERS**

Any Bidder who has submitted a proposal and been notified it was not selected for contract award may request a debriefing. The request for a debriefing conference must be received by the RFQ Coordinator no later than 5:00 p.m., local time, in Olympia, Washington, within three business days after the Unsuccessful Bidder Notification is e-mailed to the Bidder. The debriefing will be held within three (3) business days of the request, or as schedules allow.

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

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

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

#### **4.6. PROTEST PROCEDURE**

Protests may be made only by Bidders who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the Bidder is allowed five business days to file a protest of the acquisition with the RFQ Coordinator. Protests must be received by the RFQ Coordinator no later than 4:30 p.m., local time, in Olympia, Washington on the fifth business day following the debriefing. Protests may be submitted by e-mail or by mail.

Bidders protesting this procurement must follow the procedures described below. Protests that do not follow these procedures will not be considered. This protest procedure constitutes the sole administrative remedy available to Bidders under this 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 statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included.

- 4.6.1. Only protests alleging an issue of fact concerning the following subjects will be considered:
  - 4.6.1.1. A matter of bias, discrimination, or conflict of interest on the part of an evaluator;

- 4.6.1.2. Errors in computing the score; or
- 4.6.1.3. Non-compliance with procedures described in the procurement document or agency protest process or HCA requirements.

Protests based on anything other than those items listed above 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 a proposal; or 2) HCA's assessment of its own and/or other agencies needs or requirements.

Upon receipt of a protest, a protest review will be held by HCA. The HCA Director, or an HCA employee delegated by the HCA Director who was not involved in the procurement, will consider the record and all available facts. If possible, a final HCA decision will be issued within ten business days of receipt of the protest. If the HCA Director delegates the protest review to an HCA employee, the Director nonetheless reserves the right to make the final agency decision on the protest. If additional time is required, the protesting party will be notified of the delay.

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

4.6.2. The final determination of the protest will:

- 4.6.2.1. Find the protest lacking in merit and uphold HCA's action; or
- 4.6.2.2. Find only technical or harmless errors in HCA's acquisition process and determine HCA to be in substantial compliance and reject the protest; or
- 4.6.2.3. Find merit in the protest and provide options which may include:
  - 4.6.2.3.1. Correct the errors and re-evaluate all proposals; or
  - 4.6.2.3.2. Reissue the solicitation document and begin a new process; or
  - 4.6.2.3.3. Make other findings and determine other courses of action as appropriate.

If HCA determines that the protest is without merit, HCA will enter into a contract with the Apparent Successful Bidder, assuming the parties reach agreement on the contract's terms. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

## 5. RFQ EXHIBITS

Exhibit A	Cost Proposal (separate attachment)
Exhibit B	Certifications and Assurances
Exhibit C	Diverse Business Inclusion Plan
Exhibit D	Executive Order 18-03
Exhibit E	Draft Contract (separate attachment)

### CERTIFICATIONS AND ASSURANCES

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract:

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of 120 days following receipt, and it may be accepted by HCA without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 120-day period.
4. In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. If there are exceptions to these assurances, I/we have inserted them as redlines within Exhibit E, *Draft Contract*.
5. I/we understand that HCA will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of HCA, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by him/her prior to opening, directly or indirectly, to any other Bidder or to any competitor.
7. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
8. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
9. I/we grant HCA the right to contact references and other, who may have pertinent information regarding the ability of the Bidder and the lead staff person to perform the services contemplated by this RFQ.
10. If any staff member(s) who will perform work on this contract has retired from the State of Washington under the provisions of the 2008 Early Retirement Factors legislation, his/her name(s) is noted on a separately attached page.

We (circle one) **are / are not** submitting proposed Contract exceptions. (See Section 2.12, Contract and General Terms and Conditions.) If Contract exceptions are being submitted, I/we have included them within Exhibit E, *Draft Contract*.

**On behalf of the Bidder submitting this proposal, my name below attests to the accuracy of the above statement. We are submitting a scanned signature of this form with our proposal.**

---

Signature of Bidder

---

Title

---

Date

**DIVERSE BUSINESS INCLUSION PLAN**

- Do you anticipate using, or is your firm, a State Certified Minority Business?  Y  N
- Do you anticipate using, or is your firm, a State Certified Women’s Business?  Y  N
- Do you anticipate using, or is your firm, a State Certified Veteran Business?  Y  N
- Do you anticipate using, or is your firm, a Washington State Small Business?  Y  N

If you answered No to all of the questions above, please explain: \_\_\_\_\_

Please list the approximate percentage of work to be accomplished by each group:

- Minority \_\_\_\_\_%
- Women \_\_\_\_\_%
- Veteran \_\_\_\_\_%
- Small Business \_\_\_\_\_%

Please identify the person in your organization to manage your Diverse Inclusion Plan responsibility.

Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

**CONTRACTOR CERTIFICATION  
EXECUTIVE ORDER 18-03 – WORKERS’ RIGHTS  
WASHINGTON STATE GOODS & SERVICES CONTRACTS**

*Pursuant to the Washington State Governor’s Executive Order 18-03 (dated June 12, 2018), the Washington State Health Care Authority is seeking to contract with qualified entities and business owners who certify that their employees are not, as a condition of employment, subject to mandatory individual arbitration clauses and class or collective action waivers.*

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I hereby certify, on behalf of the firm identified below, as follows (check one):

**NO MANDATORY INDIVIDUAL ARBITRATION CLAUSES AND CLASS OR COLLECTIVE ACTION WAIVERS FOR EMPLOYEES.** This 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.

OR

**MANDATORY INDIVIDUAL ARBITRATION CLAUSES AND CLASS OR COLLECTIVE ACTION WAIVERS FOR EMPLOYEES.** This firm requires its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

I hereby certify, under penalty of perjury under the laws of the State of Washington, that the certifications herein are true and correct and that I am authorized to make these certifications on behalf of the firm listed herein.

FIRM NAME: \_\_\_\_\_  
Name of Contractor/Bidder – Print full legal entity name of firm

By: \_\_\_\_\_  
Signature of authorized person

\_\_\_\_\_  
Print Name of person making certifications for firm

Title: \_\_\_\_\_  
Title of person signing certificate

Place: \_\_\_\_\_  
Print city and state where signed

Date: \_\_\_\_\_