



**Request for Proposal
Financial System Replacement
HBE 15-006**

Released by
Washington Health Benefit Exchange
810 Jefferson Street SE
P.O. Box 657
Olympia, Washington 98507

RFP RELEASE DATE: December 30, 2015

RESPONSES DUE: January 22, 2016, 3:00 p.m. PST (electronically *received*)

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1. INTRODUCTION

1.1 Title – Financial System Replacement for Health Benefit Exchange

The Washington Health Benefit Exchange (hereafter called the Exchange or HBE) is initiating this Request for Proposal (RFP) to secure a Commercial off the Shelf (COTS) financial software system. The desired system is a vendor-supported and upgradeable enterprise resource planning (ERP) solution as specified in Section 5.1.5 Core System Functionality. Successful responders must demonstrate the ability to provide and integrate a software solution that fulfills the functionalities and required system modules. The selected vendor must be able to facilitate business process redesign for financial procedures to ensure the system results in efficiency and effectiveness improvements in financial management practices. The vendor must be able to provide ongoing support post-system implementation.

The HBE will award one contract to the responding firm most capable of providing the Exchange the product and services requested. The successful Vendor will perform the HBE responsibilities and duties, as defined in the Statement of Work, throughout the term of the resulting Contract.

1.2 Washington Health Benefit Exchange Background

The HBE is designated as a public-private partnership in Washington State statute. As a quasi-governmental agency, the Exchange must be able to provide financial reporting as a non-profit organization and reporting consistent with Washington State government requirements. The Exchange has approximately 125 budgeted full-time equivalent staff and additional project staff working on federal grants that are not currently appropriated through the state budget process. For the 2015-17 biennium, the HBE appropriated budget is around \$110 million with an additional \$29.5 million in non-appropriated federal grants, which will end in July 2016. The HBE fiscal year is currently January through December. The Exchange plans to change its fiscal year to align with the state's fiscal year, which is July through June.

1.3 Purpose

The Exchange has been directed by its Board and the State Legislature to improve its fiscal accountability and transparency. HBE's current financial system and chart of accounts was not established to fully support the reporting requirements required by the state and federal government. The new financial system must be able to accommodate non-profit financial reports (to support the A-133 audit) and provide detailed monthly, quarterly and annual budget and contract reporting to the Legislature, the Office of Financial Management and the Health Care Authority.

Specific outcomes desired with implementing this system include:

- Reduced processing time for accounts payable and accounts receivable;
- Reduced cycle time for Medicaid reimbursement;
- Improved internal and external financial reporting;
- Increased accountability for contracts and vendor payments; and
- Improved efficiency in accounting transactions.

Current Financial Management System

The Exchange currently uses the Sage Abila system for its financial reporting. The Exchange was established in a short period of time and its chart of accounts evolved over time to accommodate the emerging needs of the organization. The Abila system was modified to accommodate premium payments made by tens of thousands of individual clients. In September of 2015, the Exchange

transitioned the collection of individual premium payments to carriers. HBE is currently collecting payments for a limited client base of small businesses (approximately 125 employers with 700 covered lives). Specific client information is documented in the Healthplanfinder system. Payments are tracked in the financial system at the employer level.

The HBE recognizes that many of the deficiencies in the current system are due to:

- The ad hoc creation and refinement of the chart of accounts;
- Inadequate training for staff on the functionality of the system; and the perception of staff that many of the system components are too cumbersome or time-consuming.
- The use of the system for premium aggregation (which caused multiple system inefficiencies).

The Exchange desires to move to a more current technology and have a cloud-based platform that is accessible remotely. The system selected will need to be user friendly, provide robust reporting tools and drive efficient financial practices.

1.4 Period of Performance

The anticipated period of performance of any Contract resulting from this RFP will be from date of contract execution through December 31, 2017. Amendments extending the period of performance, if any, shall be at the sole discretion of the Exchange. At the Exchange's sole discretion, the Contract may be amended and extended through at least December 31, 2020 in whatever time increments the Exchange deems appropriate.

2. SCHEDULE

This RFP 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) will result in disqualification from participation.

TABLE 1

Item	Action	Date
1	HBE issues RFP	December 30, 2016
2	Vendors may submit written questions until 3:00 p.m.	January 7, 2016
3	HBE will issue responses in an Addendum by 3:00pm	January 12, 2016
4	Vendors must submit Responses to RFP by 3:00 p.m.	January 22, 2016
5	HBE evaluation of Responses	January 28, 2016
6	Highest Scoring Vendors Provide Presentations and Demonstrations	February 3, 2016
7	HBE notifies Apparent Successful Vendor (ASV) and begins contract negotiations. Non-ASV's may request a debriefing	February 4, 2016
8	Vendor Optional Debriefings	February 9, 2016
9	Estimated Contract Execution	February 17, 2016

Table 1 outlines the schedule for important action dates and times. HBE reserves the right to revise this schedule at any time.

3. GENERAL INFORMATION

3.1 Communication through RFP Coordinator

Upon release of this RFP, all Vendor communications concerning this solicitation must be directed to the RFP Coordinator listed below. If the Vendor communicates with any other employees of the Washington Health Benefit Exchange concerning this RFP, unless such communication is otherwise required, allowed by law or written HBE policy, HBE may disqualify the Vendor from responding to this RFP.

John Flanagan
Washington Health Benefit Exchange
HBE Contracts Office
RE: HBE15-006
Email: contracts@WAHBExchange.org

Reponses should be based on the material contained in the RFP, any related amendments/addenda, questions and written answers directed through the RFP Coordinator. All oral communications will be considered unofficial and non-binding on the HBE. Vendors should rely only on written statements issued by the RFP Coordinator or his designee.

3.2 Vendors' Questions and HBE Answers

Vendor questions regarding this RFP will be accepted until the dates and times specified in RFP Section 2: Schedule. Early submission of questions is encouraged. Vendor questions must be submitted in writing via e-mail to the RFP Coordinator at the email address listed below.

John Flanagan
Washington Health Benefit Exchange
HBE Contracts Office
RE: HBE15-006
Email: contracts@WAHBExchange.org

HBE's official written answers to the Vendor's questions will be posted to Washington Electronic Business Solution (WEBS) website at <https://fortress.wa.gov/ga/webscust/>. Please check WEBS regularly for updates, amendments and other RFP addenda.

The Vendor that submitted the questions will not be identified. Verbal responses to questions will be non-binding on the HBE. Only written responses posted to WEBS and the HBE's Procurement Web Site will be considered official and binding.

Vendors are requested to use the following format when submitting their written questions:

TABLE 2

Question #	Document Name	Section # and Title	Page or Paragraph#	Question

3.3 E-Mail

E-mail is to be used for all communications required in this RFP. HBE may also communicate with the Vendor utilizing the same methods. HBE will also post any formal communications to WEBS.

HBE does not take responsibility for any problems in the e-mail or Internet delivery services, either within or outside HBE. The Vendor is responsible for ensuring timely and complete delivery of any communications related to this RFP.

3.4 Proprietary Information/Public Disclosure

The HBE is subject to Washington State's Public Records Act (Chapter 42.56 RCW). Vendor's Response can be disclosed through the process set forth in this section. Portions of a Vendor's Response may be protected from disclosure through the process set forth in this section.

A Vendor cannot restrict its entire Response or entire sections of the Response from disclosure. A Vendor also cannot restrict its pricing from disclosure. Attempts to restrict disclosure using footer on every page to restrict disclosure will not be honored and may require the Vendor to resubmit the Response or subject the Vendor to disqualification.

If the Vendor wants to protect any Proprietary Information that is included in its Response from disclosure, the information shall be clearly designated by the Vendor as Proprietary Information. "Proprietary Information" is defined as information owned by Vendor to which Vendor claims a protectable interest under law. Proprietary Information may include, but is not limited to, information protected by copyright, patent, trademark, or trade secret laws.

To the extent consistent with Chapter 42.56 RCW, the Public Records Act, the HBE shall maintain the confidentiality of Vendor's information marked Proprietary Information. If a public disclosure request is made to view Vendor's Proprietary Information, the HBE shall notify Vendor of the request and of the date that the Proprietary Information shall be released to the requester unless Vendor obtains a court order enjoining that disclosure. If Vendor fails to obtain a court order enjoining disclosure, the HBE will release the Proprietary Information on the specified date.

The HBE's sole responsibility shall be limited to maintaining the Vendor's identified Proprietary Information in a secure area and to notify Vendor of any request(s) for disclosure for so long as the HBE retains Vendor's information in the HBE records. Failure to label materials as Proprietary Information or failure to timely respond after notice of a public disclosure request has been given shall be deemed a waiver by Vendor of any claim that such materials are exempt from disclosure.

All requests for information should be directed to the RFP Coordinator.

3.5 Costs of Response Preparation

HBE will not pay any Vendor costs associated with preparing or presenting any Response in response to this RFP.

3.6 Response Property of the HBE

All materials submitted in response to this solicitation become the property of the HBE, unless received after the deadline in which case the Response is returned to the sender. The HBE has the right to use any of the ideas presented in any material offered. Selection or rejection of a Response does not affect this right.

3.7 Waiver of Minor Irregularities

Read all instructions carefully. If the Vendor does not comply with any part of this RFP, HBE may, at its sole option, reject the Vendor's Response as non-responsive. HBE reserves the right to waive minor irregularities contained in any Response.

3.8 Errors in Response

Vendors are liable for all errors or omissions contained in their Responses. Vendors will not be allowed to alter Response documents after the deadline for Response submission. The HBE is not liable for any errors in Responses. The HBE reserves the right to contact Vendor for clarification of Response contents. HBE reserves the right to correct minor obvious errors contained in any Response.

In those cases where it is unclear to what extent a requirement or price has been addressed, the evaluation team(s) may, at their discretion and acting through the RFP Coordinator, contact a Vendor to clarify specific points in the submitted Response. However, under no circumstances will the responding Vendor be allowed to make changes to the proposed items after the deadline stated for receipt of Responses.

3.9 RFP Amendments

HBE reserves the right to amend this RFP. Amendments and all communications regarding this RFP will be posted to the Washington Electronic Business Solution (WEBS) website at <https://fortress.wa.gov/ga/webscust/>.

If a conflict exists between amendments, or between an amendment and the RFP, the document issued last shall take precedence. The published Vendors' questions and HBE's official answers are an amendment to the RFP.

3.10 Withdrawal of Response

Vendors may withdraw a Response that has been submitted at any time up to the Response due date and time (identified in Section 2: Table 1). To accomplish Response withdrawal, a written request signed by an authorized representative of Vendor must be submitted to the RFP Coordinator. After withdrawing a previously submitted Response, Vendor may submit another Response at any time up to the Response submission due date and time.

3.11 Right to Cancel

With respect to all or part of this RFP, the HBE reserves the right to cancel or reissue at any time without obligation or liability.

3.12 Right to Reject All Responses

HBE may, at any time and at its sole discretion and without penalty, reject any and all Responses and issue no contract as a result of this RFP.

3.13 Authority to Bind HBE

The HBE Chief Executive Officer and the HBE Chief Executive Officer's designees are the only persons who may legally commit HBE to any contracts. The Vendor shall not incur, and HBE shall not pay, any costs incurred before a Contract is fully executed.

3.14 Contract

HBE will award one Contract to the Vendor most capable of providing the “Off the Shelf” Financial Software System, and associated installation/support services required. The Apparently Successful Vendor will be expected to sign a Contract which is substantially the same as the Contract included in this RFP as Exhibit C. The Contract will also incorporate this RFP and the Vendor’s Response.

Either party may propose additional Contract terms and conditions during negotiation of the final Contract. However, as stated in 4.1.10 of this RFP, proposed language alternate to the attached Sample Contract must be included in the Vendor’s Letter of Transmittal. The Vendor may not substitute their own contract for the HBE Contract.

Tentatively, the initial period of performance of the Contract resulting from this RFP is February 18, 2016, (or date of execution, whichever is later), through December 31, 2017. At HBE’s sole discretion, this Contract may be extended via amendment for up to three (3) additional years, in whatever time increments HBE deems appropriate.

If the Apparently Successful Vendor (ASV) refuses to sign the final Contract within ten (10) calendar days of delivery, HBE may revoke the award and award the Contract to the next-highest-ranked Vendor, or not make an alternate award.

4. INSTRUCTIONS: VENDOR RESPONSE

Vendors must follow these instructions exactly or their Response may be deemed non-responsive.

Responses should contain, in the order given:

4.1. Letter of Transmittal (Mandatory)

A Letter of Transmittal should be prepared on Vendor letterhead and signed by an individual who is authorized to commit the Vendor to the services and requirements as stated in this RFP. The Letter of Transmittal must be submitted as a separate document and include, in the order given:

4.1.1 Identifying information about the Vendor to include the following:

- a) The Vendor's business name, address, telephone number, e-mail address (if any) and fax number.
- b) The legal status of the bidding entity (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized as it now substantially exists.
- c) The name, address, e-mail address and telephone number of any sole proprietor, and of the partners or principal officers as appropriate.
- d) The name of the person who will have primary contact with the Health Benefit Exchange in carrying out the responsibilities of this Contract.
- e) The names and titles of all persons authorized to speak on behalf of the Vendor on matters related to this procurement.
- f) The name and address of the entity that receives legal notices for the Vendor.

4.1.2 If Response is being submitted in partnership with one or more entities, identify the entities and their primary responsibilities if selected as the Apparently Successful Vendor. Provide brief description of the relationship with the Vendor and the process for determining which entity will perform the work.

4.1.3 Provide a statement affirming that by submitting a response to this solicitation the Vendor and its key subcontractors represent that they are not in arrears in the payment of any obligations due and owing the State of Washington, including the payment of taxes and employee benefits, and that it shall not become in arrears during the term of the Contract if selected for Contract award.

4.1.4 The Vendor must be licensed to do business in the state of Washington before any resulting Contract is executed. Provide the Vendor organization's Uniform Business Identification (UBI) number issued by the Washington State Department of Licensing or an affirmation that the organization will obtain a business license before executing a Contract.

4.1.5 State Vendor's Federal Employer Tax Identification Number. If Vendor is a sole proprietor, they may use the following format when submitting the Federal ID number: xxx-xx-1234. For the "1234", please use the last 4-digits of Vendor's social security number. If the Vendor is selected as a successful Vendor, HBE will send a W-9 to obtain the complete Federal ID/SSN number.

4.1.6 Conflict of Interest information:

If any of the Vendor's employees, officers or its subcontractors' employees or officers were employed by the Washington Health Benefit Exchange or the state of Washington during the last two years, state their positions within the organization, state their proposed duties under any resulting Contract, their duties and position during their employment with HBE or the state, and the date of their termination from HBE/state employment.

If any owner, key officer or key employee of the Vendor is related by blood or marriage to any employee of HBE, or has a close personal relationship to same, identify all the parties, identify their current or proposed positions and describe the nature of the relationship.

If the Vendor is aware of any other real or potential conflict of interest, the Vendor must fully disclose the nature and circumstances of such potential conflict of interest. If, after review of the information provided and the situation, HBE determines that a potential conflict of interest exists, HBE may, at its sole option, disqualify the Vendor from participating in this procurement. Failure to fully disclose any real or potential conflict of interest may result in the disqualification of the Vendor or the Termination for Default of any contract with the Vendor resulting from this procurement with the Vendor.

4.1.7 Vendors must indicate whether they have had a contract terminated for default in the last five years. Termination for Default is defined as a notice to stop work due to the Vendor's nonperformance or poor performance, where the issue of performance was either not litigated due to inaction on the part of the Vendor, or litigated and determined that the Vendor was in default.

4.1.8 If the Vendor has had a contract terminated for default in the last five years, the Vendor must submit full details including the other party's name, address and telephone number. The Vendor must specifically grant HBE permission to contact any and all involved parties and access any and all information HBE determines is necessary to satisfy its investigation of the termination. HBE will evaluate the circumstances of the termination and may, at its sole discretion, bar the participation of the Vendor in this procurement.

4.1.9 Include the page numbers and names of any Response elements being claimed as "Proprietary" or "Confidential" (see Section 3.4.). Include an explanation for each claim of confidentiality.

4.1.10 Include any alternate contract language the Vendor wishes to propose (see section 3.14). If alternate contract language is longer than one page, attach it to your Letter of Submittal as a separate document.

4.1.11 A list of all RFP amendments received by amendment issue date. If no RFP amendments were received, write a statement to that effect. Vendor questions/ HBE responses are considered an amendment to the RFP.

4.1.12 A detailed list of all materials and enclosures being sent in the Response.

4.2 Certifications and Assurances (Mandatory)

Certifications and Assurances (Exhibit A) signed by a person authorized to bind the Vendor to a contract.

4.3 Vendor Response to RFP HBE 15-006 (Mandatory)

4.3.1 Response Format

- a. The Letter of Transmittal and responses are to be submitted via email in unrestricted Word, Excel or "PDF" format.
- b. State responding organization's name on the first page of all RFP responses.
- c. Pages are to be formatted as standard 8.5" x 11" white paper. Font size can be no less than 11 point. Margins can be no less than 1 inch. Each page must be numbered.
- d. Figures and tables must be numbered and referenced in the text of the Response by that number. Foldouts containing charts, spreadsheets, and oversize exhibits are permissible.

- e. The Response, as well as any reference materials presented by Vendor, must be written in English and Vendor must provide all rates in United States dollars.
- f. Write the RFP response in the order given in Exhibit B. Title and number each item in the same way it appears instructions. The Vendor must respond to every element, except where otherwise stated.
- g. Requirements in the RFP are either Mandatory, Mandatory Scored, or Optional Scored. Each of the requirements are numbered and titled.
- h. For all requirements that are Mandatory or Mandatory Scored, the Response must always indicate whether the Vendor's proposed services meets the requirement.

A statement, "*(Vendor Name) has read, understands, and fully complies with this requirement*" is acceptable, along with any additional information requested.

Mandatory and Mandatory Scored requirements will be first evaluated on a Pass/Fail basis. Failure to meet any Mandatory or Mandatory Scored requirement may result in Vendor's disqualification. Mandatory Scored requirements will be further evaluated and scored based on the Vendor's supporting narrative response. Some elements may have page limitations that will be enforced.

Bidders must respond to all optional requirements, but are not required to meet those requirements. Failure to meet an Optional requirement will not disqualify the Bidder. However, the Bidder must include a statement that their bid either does, or does not meet the Optional requirement. All Optional requirements that the bidder responds to will be scored.

4.4 Delivery of Responses (Mandatory)

Email Response(s) to:

RFP Coordinator
John Flanagan
Washington Health Benefit Exchange
HBE Contracts Office
RE: HBE15-006
Email: contracts@WAHBExchange.org

The Response must arrive at the HBE, to the RFP Coordinator, no later than 3:00pm, PST, on the Response Due Date stated in Table 1 (Section 2).

Late Responses will not be accepted and will automatically be disqualified from further consideration.

HBE does not take responsibility for any problems in the e-mail delivery services. The responding Vendor is responsible for ensuring delivery in accordance with the specifications in this RFP.

Transmission of the Response to any other e-mail address is not equivalent to receipt by HBE.

5. RFP RESPONSE REQUIREMENTS AND QUALIFICATIONS

5.1 Vendor Responses

The Vendor is to respond to each subsection in RFO Section 5, with the exception of those subsections that are labels as 'Information Only'.

Vendors will complete the attached Requirements Matrix for functional requirements (Exhibit B) and indicate if their financial system meets each item listed in the Functional Requirements (Exhibit B). The vendor will also describe in the comments column how their financial system meets each requirement and whether the requirement is met as part of the existing standard system, or if custom/special development is needed (please limit comments to four pages (two pages, two-sided) for each functional area (i.e. Chart of Accounts/General Ledger, General Accounting, Budgeting, Accounts Payable, etc.).

5.1.1. Business Need (Information Only)

The Vendor will provide a Commercial off the Shelf Solution (COTS) for a new Financial Management System (FMS) for the Exchange. The Vendor will bear primary responsibility for FMS performance, quality and functionality. Once the Vendor is selected and a contract executed, design, implementation and data conversion will begin immediately.

5.1.2 Vendor role (Information Only)

The selected Vendor will assume full responsibility of the following activities:

- a. Assistance in identifying required modules to achieve optimal functionality.
- b. Assist in the development of a chart of accounts.
- c. Training of HBE staff in use of FMS.
- d. Ongoing system support
- e. Possible additional activities:
 - I. Installation of system and integration of FMS with current payroll system if not included in modules selected.
 - II. Business process redesign to ensure efficiency in financial practices are implemented.
 - III. Data conversion.
 - IV. Custom report development.

5.1.3 HBE Role (Information Only)

HBE will support the Vendor's activities through the following activities:

- a. Project management throughout the system development life cycle (requirements through implementation).
- b. Provide subject matter expertise as needed.
- c. User Acceptance Testing.
- d. Security.
- e. Access to current financial system (Abila).

5.1.4 Business Requirements:

5.1.4.1 Minimum Business Requirements (Mandatory Scored):

- a) Business rules: Support both time-triggered and user defined business rules. Examples include, but are not limited to, beginning of month, end of month, end of fiscal or tax year, rules that become effective or inactive on a given date.
- b) Search: Provide a robust search function that allows searching by attributes for data, transactions, reports, processes, etc. Supports advanced search. Should support

contextual search functionality and be able to produce exact or like matches to search criteria.

- c) User-defined Data: Ability to provide flexibility. HBE administrators should have flexible fields available to define data.
- d) Notes and Comments: Allow notes and/or comments to be attached to transaction or data items.
- e) Workflow: Ability to provide flexible, role-based workflow functionalities. Please describe your systems functionality in this area and whether it integrates with MS Outlook e-mail and/or other external systems.

Note: if your system has automated workflows describe the functionality in these areas and include if the automated workflows are role or individual-based.

5.1.4.2 Desired Business Requirements (Optional Scored):

- a) User-friendly interfaces: System provides for user friendly drop down menus, searches, related actions menus, supporting document access, efficient reporting methods and process review/approval status. Provides robust help functions and drill down capabilities from balances to transactional and dimensional details (fund, program, activity, project, etc.).

5.1.5 Core System Functionality

5.1.5.1 Chart of Accounts/General Ledger

Mandatory Scored

- a) Ability to perform various basis of accounting (accrual, cash-basis, etc.).
- b) Configurable, flexible chart of accounts structure, to include the ability to configure hierarchical structure and establish numerous dimensions.
- c) Ability to establish new account coding and crosswalk new coding with historical coding.
- d) Ability to establish user defined fields within account coding.
- e) Ability to activate and inactivate codes for specified date ranges.

Optional Scored

- f) Allows for general ledger to be fully integrated with other functional modules (accounts payable, receivables, fixed assets, etc.).
- g) Rules-based validations for account coding and efficient methods for assigning codes.

5.1.5.2 General Accounting

Mandatory Scored

- a) Ability to perform hard and soft close of fiscal periods by month, year and quarter.
- b) Ability to readily correct journals and other transactions.
- c) Ability to perform fund-based (i.e. governmental) accounting and reporting.

Optional Scored

- d) Ability to establish period close schedules within the system based on defined dates for the year.
- e) Provide unique year-end adjustment period(s) for year-end closure (e.g. 13th month).
- f) Ability to create and maintain journal sources (e.g. correction, adjustment, reversal, etc.).
- g) Ability to create non-financial (memo) GL accounts (e.g. record FTEs or other metrics) and report on those items.
- h) Provides system and user defined rules that prevent transactions that are out of balance or with other errors from being entered and/or warns users of errors and assists with posting transactions to the appropriate accounts.

- i) Ability to perform actual fund and encumbrance accounting.
- j) Ability to perform activity based accounting and analysis.

5.1.5.3 Revenue/Accounts Receivable

Mandatory Scored

- a) Ability to record revenue based on funding source.
- b) Ability to enter invoices, refunds, debit/credit memos and payments.
- c) Ability to pull customer and accounts receivable reports, perform queries, and A/R aging reports.
- d) Allow partial payment on customer invoices.
- e) System automatically assigns unique invoice numbers.
- f) User defined aging categories (e.g. 30, 60, 90 days).
- g) Ability to maintain a master customer file and activate and de-activate customers.

Optional Scored

- h) Ability to print invoices in desired order (customer #, alphabetical, zip code) and suppress statements with zero and credit balances.

5.1.5.4 Accounts Payable

Mandatory Scored

- a) Ability to disburse funds by various methods (system and manual checks, EFT, wire).
- b) Flexible selection of invoices to pay, to include selecting invoices for payment by due date range, payment date, batch numbers, etc.
- c) System-generated unique AP transactions and batch numbers.
- d) Robust vendor inquiry and activity reporting capabilities.
- e) Accounts Payable aging capabilities.
- f) Ability to make partial payments on an invoice.
- g) Ability to withhold payments/checks to vendors.
- h) Allows processing of stop payments and voids, and posting void checks and spoiled checks within the system.
- i) Record credits and discounts against vendor.
- j) Store and retrieve vendor documentation (e.g. W-9s and invoices).
- k) Ability to perform 1099 Reporting, to include generating 1099's and establishing file format to send to the vendor and report to the IRS.

Optional Scored

- l) Allow the option to pay multiple vendor invoices on one check or for each invoice to be paid separately.
- m) Ability to export positive pay reports to bank.
- n) Provide warnings if payment exceed invoice amount or vendor has debit balance.

5.1.5.5 Budget

Mandatory Scored

- a) Monthly, annual (fiscal and calendar), biennial and other multi-year budgeting capabilities.
- b) Ability to load budget estimates and actuals and produce reports.
- c) Ability to budget based on fund and other dimensions (e.g. department, program, grant, activity, expenditure categories, etc.).
- d) Ability to perform budget adjustments on a periodic basis (monthly, quarterly, annually).
- e) Ability to review unposted budgets against posted versions and actual expenses.

Optional Scored

- f) Ability to maintain multiple budget versions for same calendar or fiscal period.

5.1.5.6 Cost Accounting/Cost Allocation

Mandatory Scored

- a) Ability to allocate costs on variety of bases and methodologies.
- b) Ability to allocate at various dimensions (general ledger, program, activity, etc.).
- c) Ability to create fixed and variable allocations.
- d) Ability to track funding sources through cost allocation coding to the cost/expenditure item.
- e) Ability to produce detailed reports that track expenditures by allocation.

Optional Scored

- f) Allow for multi-tiered calculations (i.e. split by enrollment or module percent then by federal/state sources).
- g) Ability to limit auto-populated fields to those designated fields in the cost allocation coding.
- h) Ability to use funding source to tie to the corresponding revenue general ledger.

5.1.5.7 Financial Reporting

Mandatory Scored

- a) Standard Financial Reporting that complies with GAAP, GASB, and other requirements for governmental/non-profit organizations.
- b) Ability to create ad-hoc reports.
- c) Variable period reporting (to-date, monthly, quarterly, annual on State Fiscal year, annual on calendar year).
- d) Ability to produce cash basis and accrual basis reports without duplicate entry.
- e) Financial analytics and reconciliation reporting capabilities.
- f) Ability to establish hierarchies and segment groupings for financial reporting (groups of fund types, organizations, GL account types, groups of contracts, etc.).

Optional Scored

- g) Ability to perform financial statement adjustments and reconciliations.
- h) Ability to produce federal and state compliance reports (e.g. grants, tax, etc.).
- i) Ability to filter on specific parameters and dimensions within a report.
- j) Ability to produce dashboards, charts and graphs for financial statements.

5.1.5.8 Project/Grant Accounting

Mandatory Scored

- a) Robust, flexible grant reporting and tracking (e.g. ability to report and track by grant number, dates, transaction, phases, etc.).
- b) Ability to pull financial and budget reports for grants and projects (e.g. trial balance, budget/actual, revenue & expense reports, remaining balance).
- c) Ability to account for grant revenues and expenditures at the transaction level.

Optional Scored

- d) Ability to create unique grant codes within the chart of accounts that is separate from other chart elements.
- e) Ability to setup grants and projects in the system and update information.
- f) Ability to manage multiple funding sources for a single project and multiple projects from a single funding source.

- g) Ability to open and close projects and grants to charges against them.

5.1.5.9 Conversion of Existing Data

Mandatory Scored

- a) Ability to convert existing financial data from HBE's current system into the vendor's financial system.
- b) Ability to import vendors, customers, transactions, and account/fund balances and other information from our current financial system into the vendor's system.
- c) Ability to roll fund and account balances from current financial system into vendor's system to allow for completion of year-end financial reporting in the vendor's system.
- d) Ability to review and validate conversion data before and after conversion.
- e) Ability to evaluate, review, and map information before actual conversion and identify and correct errors in conversion files.

5.1.5.10 HR/Payroll

Vendor is to provide an HR/Payroll solution. **(Mandatory Scored)**

One or more approaches may be provided, which may include:

Mandatory Scored

- a) An HR/Payroll module included in the COTS system. Provide price for this module as separate from the overall price. The following would be scored requirements within the module:
 - 1. Ability to complete employee timesheets within the system that provides detail necessary to comply with federal grant and other requirements.
 - 2. Ability to print generate tax reporting documents such as 941's, W-2's, and other state and federal reports required for compliance.
 - 3. Integration of payroll to accounting, to include the ability to allocate payroll costs to funding sources.
 - 4. New hire /termination/transfer/pay rate change business processes and work flow.

Optional Scored

- b) Tracking of employee training (e.g. new hire orientation, annual security training, etc.).
 - 1. Vendor OTS full integration to HBE's current HR/Payroll solution (ADP). Please describe the capabilities of the OTS to integrate payroll financial and HR data in order to effectively and efficiently perform financial reporting, tax reporting, and personnel functions.

5.1.5.11 Fixed Asset Management (Optional Scored)

- a) Ability to establish asset types and depreciation schedules based on the type of asset.
- b) Ability to track minor equipment that is not capitalized but must be tracked for inventory purposes (i.e. small and attractive items).
- c) Ability to register assets within the system and provide sequential tracking bar code numbers for tracking/inventory.
- d) Ability to trace assets to purchase documentation (by invoice, vendor, contract, etc.).
- e) Ability to track assets by funding source.
- f) Ability to auto depreciate assets on a periodic basis (monthly, quarterly) by various depreciation methods (e.g. straight line, sum of years, etc.).
- g) Ability to dispose, transfer, and perform other status changes on assets and maintain appropriate records.
- h) Asset reports for monitoring depreciation and status of assets.

- i) Inventory reports that allow the sorting of assets by various dimensions (department, program, location).
- j) Ability to mark capitalizable expenses in an invoice (i.e. equipment, freight, sales tax, warranties) from those associated costs that are not capitalizable.
- k) Provide any additional cost for this feature/function in the table provided in Section 6.3.

5.1.5.12 Cash Management/Banking (Optional Scored)

- a) Pre-note capabilities to confirm bank information prior to sending payments.
- b) Standard bank accepted format for ACH files.
- c) Ability to import all cash, check, and credit card transactions.
- d) Ability to note transactions that have cleared the bank through single or range of transactions.
- e) Robust cash and bank reconciliation and tracking capabilities.
- f) Provide any additional cost for this feature/function in Table 5 provided in Section 6.3.

5.1.5.13 Purchasing (Optional Scored)

- a) Ability to integrate purchasing module with accounts payable, contracts, fixed assets and other modules.
- b) Ability to link purchase orders to specific contracts and spend thresholds.
- c) Ability to encumber funds from approved purchase orders.
- d) Ability to provide warnings of potential duplicate purchases/payments/ invoices.
- e) Ability to track goods received and recording of goods returned to the vendor.
- f) Provide any additional cost for this feature/function in the table provided in Section 6.3.

5.1.5.14 Contract Management (Optional Scored)

- a) Robust contract tracking and reporting capabilities.
- b) Ability to handle contract amendments and work orders.
- c) Ability to re-budget unallocated amounts to a specific contract.
- d) Ability to monitor contract limits through integration with purchase orders and supplier invoices.
- e) Ability to track contracts from initiation to completion (update bid progress, maintain contracts, contractor compliance, etc.).
- f) Provide any additional cost for this feature/function in Table 5 provided in Section 6.3.

5.1.5.15 Data Import/Export (Mandatory Scored)

- a) Ability to import and export data to/from CSV files.
- b) Ability to import and export to/from Microsoft Excel (e.g. budget worksheets, financial statements and reports, etc.).

5.1.5.16 Document Management

Mandatory Scored

- a) Ability to image, print, upload, and save documents.

Optional Scored

- b) Ability to generate/create templates or documents.
- c) Organization and management of electronic files.

5.1.6. Technical Requirements

5.1.6.1 IT Technical General (Mandatory)

The expectation is that the Financial System will be cloud based and hosted outside of HBE. The vendor is responsible for cloud host.

Mandatory Scored

- a) Reliable identity management (specify how users are authenticated).
- b) Integration: Capability to integrate between systems (via API or other asynchronous methods preferred; file import/export acceptable when needed; example external systems: ADP, Key Bank, other bank, in-house developed HPF system).
- c) Guaranteed service up-time. Please specify normal up-time hours, what percentage of up-time hours are guaranteed, and how it is guaranteed, to include any proposed financial refunds/penalties paid to HBE for down time below the minimum guaranteed. [For example, Normal up-time is 24x7 except a planned weekly maintenance window from 00:00 – 02:00 each Sunday; we strive for 100% up-time (9,960 minutes per week); if vendor system is not operational for HBE at least 99% of the normal planned up-time hours (9,860 minutes), vendor will refund \$10/minute of unplanned down-time].
- d) Support 128-bit encryption or higher, for web messaging.
- e) Records Management: Ability to store and purge records according to the HBE retention policies (currently 10 years is required).
- f) Disaster Recovery Plan is established and tested regularly (specify details [including Recovery Time Objectives and Recovery Point Objectives] and test frequency).
- g) Data is backed up (specify frequencies).
- h) Non-Production Environment(s) provided (e.g. Sandbox, Training, Testing) (please specify what's available).
- i) Accessibility: Authorized user access from any computer during system up-time and ADA accessibility.

Optional Scored

- j) Accessibility: Authorized user access from a mobile device, and compliance with Section 508 Standards.
- k) Performance / Response Time SLA (describe your system's performance & response time metrics).
- l) Problem Resolution (specify service levels, with response & resolution times).

5.1.6.2 IT Technical Security

Mandatory

- a) Role-based access control with segregation of duties.
- b) Capability to capture audit trail for all transactions (prefer it to be configurable to select which tables/fields to capture).
- c) Change control/version management (who, when, what) for system configuration changes.
- d) External security breach prevention (external to Host, Vendor, HBE).
- e) Vendor internal security breach prevention.
- f) Cloud host internal security breach prevention.
- g) Process for security breach identification and notification including process for notifying HBE.
- h) Physical hardware security controls (e.g. locked room, fire suppressant systems, A/C, etc.).
- i) Obtain appropriate, periodic SOC audits and provide reports to HBE. (In comments, please specify current SOC level/type reporting for your system, audit frequency, and the most current period covered).

Optional Scored

- j) Software security controls (if there are additional controls other than covered above, please describe).
- k) Describe the cryptography security controls needed or used by the system.
- l) Structured and planned version upgrade/change process.
- m) Other IT/security features or processes.

5.1.6.3 Testing (Mandatory Scored)

- a) Testing: Describe your test plan including WAHBE’s role for the following:
 - WAHBE’s first time start-up on your system
 - Implementation of Bug Fixes / Upgrades / Enhancements

5.2 Vendor Experience

5.2.1 Written Summary of Experience and Qualifications of Vendor (Mandatory Scored)

The Vendor shall provide a written non-technical summary of the Vendor’s overall corporate background and experience as it relates to providing services specified herein. The response must demonstrate proven ability to identify and make available resources and candidates as described in this RFP. This summary should be no more than four pages and at minimum, address the following:

- a. What is the Vendor’s overall experience in the implementation of Financial Management Systems, specifically for:
 - State government
 - Local government
 - Non-profit entities.
- b. What is the Vendor’s experience with the specific OTS Financial Management System proposed in their response?
- c. What is the Vendor’s approach to knowledge transition, management and training?
- d. Familiarity with the operation of Washington State Government, Washington Healthplanfinder and the Affordable Care Act.

5.2.2 Prior Financial Management Systems Contracts (Mandatory Scored)

Include a list of contracts the Vendor has had during the last five (5) years that relate to the Vendor’s ability to provide the services under this RFP. Describe no more than three (3) similar Projects where Financial Management Systems installation and implementation activities were provided by the Vendor, of which at least two should be in state government or a non-profit organization preferably with a comparable industry such as healthcare. Include the outcomes and deliverables achieved for the customer. List each contract reference numbers, the contract period of performance, contact persons, addresses, telephone numbers, and e-mail addresses for each contract.

Please confirm that the reference clients are aware that HBE may contact them. By submission of the references, the Vendor grants permission to the HBE to contact the references and others who may have pertinent information. Do not include current HBE staff as references. The HBE may evaluate additional references at HBE’s discretion.

5.2.3 Experience and Qualifications of Vendor-Proposed Installation Team (Mandatory Scored)

5.2.3.1 Qualifications of the Vendor’s Proposed Installation Team

Provide in two pages or less the abilities and expertise of the Proposed Installation team that best qualifies the team to successfully implement a COTS Financial Management System as described herein.

5.2.3.2 Experience of Accountable Person (Mandatory Scored)

The accountable person for the Contract awarded through this RFP must have the following experience:

A minimum of five (5) years of experience in development and/or installation of Financial Management Systems were at least two years should be with state government or a non-profit organizations, preferably with a comparable industry such as healthcare.

Describe the accountable person's past experience with emphasis on consulting which may relate to the services described herein. Include a list of contracts the accountable person has performed during the last five years that relate to the ability to provide services similar to those required under this RFP. Briefly describe no more than two of these projects, preferably in Washington State, and if the work was performed in a public, private, or private/public setting.

5.2.3.3 Resumes and References of the Vendor's Proposed Installation Team (Mandatory Scored)

Provide resumes (three pages or less) for the accountable person and key personnel who comprise the Contractor's proposed Installation team. The résumés should provide a non-technical summary of the team's overall background and skills as it relates to providing services specified herein. This narrative should demonstrate proven ability to provide the successful installation of a Financial Management Systems for HBE.

- Name, Title
- Education, Degrees, Certificates.
- Description of specific or unique consulting skills

Provide two references for the person who would be accountable for the Contract with contact information and a brief description of the type of service provided. By submission of the resumes the Vendor grants permission to HBE to contact the references and others who may have pertinent information.

5.3 Work Plan (Mandatory Scored)

The Vendor will provide a high level work plan that specifies the work necessary to complete the implementation of the Financial Management System. The work plan will identify the tasks, time frames and key personnel for each task and highlight key milestones. The work plan must contain at minimum the scope of work and deliverables in Section 5, or the Vendor must specify why it is preferable to use different deliverables.

The work plan submitted by the Vendor may be included in the contract pursuant to this RFP at the discretion of HBE.

5.4 Training Plan (Mandatory Scored)

The Vendor's training plan must describe the training curriculum and proposed plan to train HBE staff how to use the Financial Management System.

The Exchange shall require training for Information technology technical staff, Financial staff who will be the primary users of the system, and must be knowledgeable all system capabilities, and casual users who will make inquiries.

- The Vendor will provide a curriculum and provide training on the FMS to designated HBE staff for an agreed period of time, and be available to answer questions. The vendor plan must also identify the per student cost for post installation training.
- Vendor will explain methods for delivery of training (on-line, on-site or off-site, etc.).

5.5 Post Implementation Maintenance and Support (Mandatory)

The Vendor will propose a fixed price annual “Maintenance and Support Cost,” which will include all necessary changes, updates, and corrections to the system.

User required changes will be implemented through a Change Request process, with vendor rates as proposed in response to RFP Table 3, Section 6.

6. FINANCIAL RESPONSE

6.1 Pricing Table (Mandatory Scored)

Using the following table, the Vendor is to provide a fixed price cost for the Licensing Fees, Implementation, Training Cost, Conversion Support, and first and second year of Maintenance/Support.

Vendor must provide pricing structure and costs for annual license, implementation, maintenance/support, conversion, and training. Vendor will provide a matrix in the same format(s) as shown below that includes all costs. The Vendor is to include all costs that it would charge for performing the tasks including administrative staff costs and any non-labor expenses necessary to accomplish the tasks and to produce the services and deliverables. No additional charges for overhead, travel or other expenses shall be allowed.

If there are additional Implementation Services and associated costs are identified by the Vendor, add rows as necessary for any other applicable cost required for their implementation and support of the system. HBE reserves the option to contract for all, or a selected grouping of these offerings.

If priced separately, DO NOT include in the following Pricing Table the cost of any of the optional features identified in RFP Sections 5.1.5.11, 5.1.5.12, 5.1.5.13, and 5.1.5.14. These are to be provided separately in Section 6.3 below.

The Vendor will propose a fixed price annual "Maintenance and Support Cost", which will include all necessary changes, updates, and corrections to the system. (See Pricing Table below).

User required changes will be implemented through a Change Request process, with vendor rates as proposed in response to Section 6.2, Table 4 below (Hourly Rate).

TABLE 3

Service Description	Implementation Period	Implementation Period Estimated Hours	First Year	Second Year
Implementation Fee	\$		N/A	N/A
Training Cost	\$		N/A	N/A
Cost for 200 hours of Conversion Support (provide pricing detail using hourly rates in section 0)	\$	200		N/A
Hosting Cost			\$	\$
Annual License Cost		N/A	\$	\$
Maintenance and Support Cost		N/A	\$	\$
TOTALS		N/A		

6.2 Hourly Rate (Mandatory)

For any additional work that may be authorized under the resulting contract, associated Statements of Work (SOW) or Change Orders, the Vendor must state the Staff Level, Title and the Hourly Rate that will be charged for Vendor staff. This rate will not be a factor in the selection of the Apparently Successful Vendor, however no higher rates may be charged under the resulting contract. If selected as the Contractor, lower rates may be quoted or negotiated for any additional SOW's. HBE additionally reserves the right to discuss fixed-price deliverable based SOW's.

The Hourly Rate (whole dollar amounts) is to be inclusive of all costs and overhead rate. Hourly rates are expected to cover all costs of consulting and working with HBE in the Olympia and Seattle, WA areas. On an exception basis included in an executed SOW, travel reimbursement may be authorized in accordance with the Washington Health Benefit Exchange travel policy.

TABLE 4

	Staff Level/Title	Hourly Rate
1		\$
2		\$
3		\$
<i>n</i>		\$

Include additional rows as required.

6.3 Optional Software Features (Optional Scored)

If the Vendor included the Optional Software features described in RFP Sections 5.1.5.11, 5.1.5.12, 5.1.5.13 and 5.1.5.14 and there is an additional cost for the feature, the additional cost is to be included in the following table.

TABLE 5

Section	Feature	Added License Cost
5.1.5.11	Fixed Asset Management	\$
5.1.5.12	Cash Management/Banking	\$
5.1.5.13	Purchasing	\$
5.1.5.14	Contract Management	\$

6.4 Business Process Improvement (Optional Scored)

If the vendor has expertise in Financial Business process improvement, please include a description of your experience, your approach/methodology, and your pricing structure to help and guide HBE through this process.

7. SCREENING, EVALUATION, AND AWARD

7.1 Administrative Screening

Administrative Screening occurs with initial submission of the RFP response documents. The RFP Coordinator shall review responses (including attachments) for compliance with RFP Administrative requirements. HBE reserves the right to ask for clarification of any information contained in the submittal (including attachments). Non-responsive RFP responses will be eliminated from further evaluation. Evaluation teams will only evaluate Responses meeting all administrative requirements.

7.2 Evaluation

A team comprised of HBE subject matter experts will evaluate the RFP responses. Each team member will independently review and score each responses. Upon completion of the individual scoring, the team will meet and review their scoring. They will then provide the RFP Coordinator their signed scoresheets for accumulation and calculation of the final scores for each vendor. Vendor References will be contacted and scored for the top-ranking responses(s) only.

7.3 Information Used for Evaluation

Evaluators will use the information in the Vendors' RFP responses and information gathered from Vendor references. No other information will be supplied to or used by the evaluation teams.

In those cases where it is unclear to what extent a requirement has been addressed, the evaluation team(s) may, at their discretion and acting through the RFP Coordinator, contact a Vendor to clarify specific points in the submitted Response. However, under no circumstances will the responding Vendor be allowed to make changes to their submittal after the deadline stated for receipt of Responses.

7.4 Process

7.4.1 Review of Mandatory Requirements

Evaluators will determine whether responses to the mandatory requirements are adequate. (All sections requiring a response are mandatory.) RFP responses that do not meet a mandatory requirement will be rejected as non-responsive.

The HBE reserves the right to determine at its sole discretion whether Vendor's response to Mandatory requirements is sufficient to pass. If, however, all responding Vendors fail to meet any single Mandatory item, the HBE reserves the following options: (1) cancel the procurement, or (2) revise the Mandatory item unless HBE determines that it is in its best interest to eliminate that mandatory requirement for all Vendors.

7.4.2 Qualitative Review and Scoring

Evaluators will score all RFP responses that pass the administrative screening and review of mandatory requirements. The evaluators will consider how well each RFP response communicates the Vendor's proposed COTS product, and their firm's experience, capacity, and ability to meet the needs of HBE. It is important that the RFP response be clear and complete. A Mandatory Scored Requirement for which the Vendor receives a zero or failing score from all Evaluators will be considered a failure to meet a Mandatory Requirement and the Vendor's response may be rejected as non-responsive.

7.4.3 Optional Oral Presentations

Oral presentations or interviews, if considered necessary, may be used in selecting the winning response(s). HBE, at its sole discretion, may elect to select the top scoring finalists from the written evaluation for an in-person oral presentation and final determination of contract award.

Participating Vendors may be required to provide a demonstration of their proposed COTS Product.

Should HBE elect to hold oral presentations, it will contact the top-scoring Vendors to schedule a date, time and location. Commitments made by the Vendor at the oral interview, if any, will be considered binding.

Evaluators will independently score the oral presentations, if any, and meet after the oral presentations to reach a consensus score. The scores from the written responses will not carry forward. The results of the oral presentations shall determine the Apparently Successful Vendor.

7.4.4 Scoring

Evaluators will assign points based upon how well they believe the Vendor communicated their proposed OTS product, and their firm’s experience, knowledge and ability to meet HBEs needs.

TABLE 6

SCORED ELEMENTS	POINTS	SECTION TOTAL
5.1.4 and 5.1.5 Business Requirements Table		
Mandatory Requirements	25	30
Optional Requirements	5	
5.1.6 Technical Requirements		15
5.2 Experience and Qualifications of Vendor and Project Team		20
5.3 and 5.4 Work & Training PLAN		10
6 - Financial Response		
6.1 Mandatory Score for Pricing Table	20	25
6.2 Optional Score for Subsections 5.1.5.11, 5.1.5.12, 5.1.5.13, and 5.1.5.14	5	
TOTAL		100

7.4.4.1 Final Score (100 possible points)

Evaluators’ scores for experience, résumé, and references will be averaged and totaled. That total will be added to the quote formula score. The Final Score is the sum of the averaged experience, résumé, and references points and the cost formula points.

7.4.4.2 Action on Equivalent Scores

If two or more Vendors receive equivalent scores, HBE may, at its sole discretion, select as apparently successful the Vendor whose RFP response is in HBE’s best interest.

7.4.4.3 Award Selection

The RFP Coordinator will compile the final scores. Either:

- One finalist will be selected as the ASV, or
- Two or more finalists will be selected to provide oral presentations.

The ASV will be the Vendor who: (1) meets all the requirements of this RFP; (2) is one of the top scoring finalists as described in Section 7; and (3) receives the highest consensus score from oral presentations (if considered necessary by HBE).

7.4.4.4 Notice of Award

All Vendors responding to this RFP shall be notified by mail or e-mail when the HBE has determined the finalist. The date of the announcement of the finalist shall be the date the announcement is sent by the RFP Coordinator via email.

8 POST AWARD

8.1 Optional Vendor Debriefing

Only Vendors who submit a Response may request an optional debriefing conference to discuss the evaluation of their Response. The requested debriefing conference shall occur on or before the date specified in Section 2: *Schedule*. The request shall be in writing (e-mail acceptable) addressed to the RFP Coordinator.

The optional debriefing will not include any comparison between Vendor's Response and any other Responses submitted. However, the Exchange will discuss the factors considered in the evaluation of the requesting Vendor's Response and address questions and concerns about Vendor's performance with regard to the solicitation requirements. The debriefing conference may take place in-person or by telephone.

A Vendor may submit a protest only after a debriefing conference has been both requested and held with that Vendor.

8.2 Protest Process

8.2.1 Procedure

Vendors who have submitted a Response to this solicitation and have had a debriefing conference may make protests. Protests are made to HBE after HBE has announced the ASV. Vendor protests shall be received, in writing, by HBE within five (5) Business Days after the Vendor debriefing conference.

8.2.2 Grounds for Protest

Protests may be made on only these grounds:

- Arithmetic errors were made in computing the score;
- The HBE failed to follow procedures established in the solicitation document, or applicable state or federal laws or regulations; or
- There was bias, discrimination or conflict of interest on the part of an evaluator.

Protests not based on these criteria will not be considered.

8.2.3 Format and Content

Vendors making a protest shall include in their written protest to HBE all facts and arguments upon which the Vendor relies, and shall be signed by a person authorized to bind the vendor to a contractual relationship. Vendors shall, at a minimum, provide:

- a) Information about the protesting Vendor; name of firm, mailing address, phone number and name of individual responsible for submission of the protest;
- b) Information about the acquisition; the HBE reference number (HBE13-004), acquisition method, the HBE Coordinator;
- c) Specific and complete statement of the HBE action(s) being protested;
- d) Specific reference to the grounds for the protest; and
- e) Description of the relief or corrective action requested.

8.2.4 HBE Review Process

Upon receipt of a Vendor's protest, HBE will postpone signing a Contract with the ASV until the Vendor protest has been resolved.

HBE will perform an objective review of the protest, by individuals not involved in the acquisition process being protested. The review shall be based on the written protest material submitted by the Vendor and all other relevant facts known to HBE.

HBE will render a written decision to the Vendor within five (5) Business Days after receipt of the Vendor protest, unless more time is needed. The protesting Vendor shall be notified if additional time is necessary.

8.2.5 HBE Determination

The final determination may:

- a) Find the protest lacking in merit and uphold the HBE's action;
- b) Find only technical or harmless errors in the HBE's acquisition process conduct, determine the HBE to be in substantial compliance, and reject the protest;
- c) Find merit in the protest and provide the HBE with options that may include:
 - a. Correct errors and reevaluate all Responses; or
 - b. Reissue the solicitation document; or
 - c. Make other findings and determine other courses of action as appropriate.
- d) Not require the HBE to award the Contract to the protesting party or any other Vendor, regardless of the outcome.

8.2.6 Resulting Decision

The resulting decision is final; no further administrative appeal is available.

EXHIBIT A-CERTIFICATIONS AND ASSURANCES

Issued by the Washington Health Benefit Exchange

We make the following certifications and assurances as a required element of the Response, to which it is attached, affirming the truthfulness of the facts declared here and acknowledging that the continuing compliance with these statements and all requirements of the RFP are conditions precedent to the award or continuation of the resulting Contract.

The prices in this Response have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offer or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered. The prices in this Response have not been and will not be knowingly disclosed by the offer, directly or indirectly, to any other offer or competitor before Contract award unless otherwise required by law. No attempt has been made or will be made by the offer to induce any other concern to submit or not to submit an offer for the purpose of restricting competition. However, we may freely join with other persons or organizations for the purpose of presenting a single proposal or bid.

The attached Response is a firm offer for a period of 120 days following the Response Due Date specified in the RFP, and it may be accepted by HBE without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 120-day period. In the case of protest, your Response will remain valid for 180 days or until the protest is resolved, whichever is later.

In preparing this Response, we have not been assisted by any current or former employee of the Health Benefit Exchange or the state of Washington whose duties relate (or did relate) to the HBE's solicitation, or prospective Contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this Response. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)

We understand that the HBE will not reimburse us for any costs incurred in the preparation of this Response. All Responses become the property of the HBE, and we claim no proprietary right to the ideas, writings, items or samples unless so stated in the Response. Submission of the attached Response constitutes an acceptance of the evaluation criteria and an agreement to abide by the procedures and all other administrative requirements described in the solicitation document.

We understand that any Contract awarded, as a result of this Response will incorporate all the solicitation requirements. Submission of a Response and execution of this Certifications and Assurances document certify our willingness to comply with the Contract terms and conditions appearing in Exhibit B, or substantially similar terms, if selected as a contractor. It is further understood that our standard contract will not be considered as a replacement for the terms and conditions appearing in Exhibit B of this RFP.

We (circle one) **are / are not** submitting proposed Contract exceptions (see Section 4: *Contract Requirements*).

Vendor Signature

Vendor Company Name

Title

Date