Washington State Department of Labor & Industries

SCHEDULING SERVICES AND IN-PERSON (IPI), OVER-THE-PHONE (OPI), AND VIDEO REMOTE (VRI) INTERPRETATION SERVICES

Solicitation No. K6063

1. SCHEDULE

EVENT	DATES & TIME
Issue Solicitation	April 20, 2026
Question & Answer Period	April 20-May 15, 2026
Pre-Bid Conference	May 4, 2026 from 9:00 AM to 11:00 AM Pacific Standard Time
Final Question & Answer Document Posted by L&I	May 22, 2026 by 5:00 PM Pacific Standard Time
Complaint Period	Begins on the date this solicitation is posted on Washington's electronic Business Solution (WEBS) and **ends five business days prior to the Bid Due Date**
Bid Due Date	June 1, 2026 by 5:00 PM Pacific Standard Time
THE FOLLOWING DATES ARE ESTIMATES	
Begin Evaluations	After Bid Due Date
Oral Presentation, if held	Upon completion of Tier 1 of the evaluation
Notification of Apparent Successful Bidder	Upon Completion of Evaluation Process
Contract Start Date	Upon Completion of Solicitation Process

2. WEBS REGISTRATION

Vendors are strongly encouraged to download the original solicitation from Washington's Electronic Business Solution (WEBS). **Only Vendors who have downloaded the original solicitation directly from WEBS prior to an amendment being issued will receive email notification from WEBS of an amendment. For more information and instructions to register: https://des.wa.gov/sell/how-work-state**

Please select at least one of the following Commodity Code(s) in your WEBS registration process.

COMMODITY CODE	COMMODITY CODE TITLE
961-17	Interpreter Services - Electronically Assisted - Foreign Language, Hearing Impaired, etc.
961-46	Interpreter Services (Foreign Language, Hearing Impaired, etc.)

The Department of Labor & Industries provides equal access to its programs and services for all people without regard to race, creed, color, religion, national origin, age, gender, sexual orientation, marital status or disability. To request this information in alternative formats, please contact the Solicitation Coordinator.

The Washington APEX Accelerator, formerly Washington PTAC (opens in a new tab) is a no-cost resource for small businesses that can help with bidding and strategies for selling to the government. APEX Accelerator can review a businesses' proposal drafts, marketing strategies, registrations, certifications, and more.

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GENERAL INFORMATION

3. INTRODUCTION

The Washington State Department of Labor & Industries (hereafter called L&I or the Department) is initiating this Request for Qualifications & Quotations (RFQQ) to solicit responses from individuals or firms interested in contracting with L&I to provide a scheduling system AND interpretation services for health care and vocational providers when meeting with eligible limited English proficient (LEP) injured workers and crime victims. These services apply to self-insured, state fund, crime victims, and third party claims.

The interpretation services included in this RFQQ/Contract are:

- Scheduled and on-demand in-person (IPI) interpretation services throughout the state of Washington and border zip codes that start with 970, 971, 972, 978 in Oregon and 835 or 838 in Idaho.
- Scheduled and on-demand over-the-phone (OPI) and video remote (VRI) interpretation services throughout the state of Washington and any other states within the United States, and OPI services for out-of-country requests.

NOTE: The interpretation services excluded from this contract are:

- Sign language interpretation services and,
- IPI services provided by Language Access Providers (LAPs) working strictly out-of-state and outside the border zip codes that start with 970, 971, 972, 978 in Oregon and 835 or 838 in Idaho.

As outlined in RCW 39.26.300(2), the Department of Labor and Industries (L&I) is authorized to purchase interpreter services for medical and vocational providers authorized to provide services to limited English-speaking injured workers or crime victims.

Multiple Awards

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

Total potential Contract awards are summarized in the following table:

CATEGORY	POTENTIAL CONTRACT AWARDS
A — IPI, VRI, and OPI, and scheduling system	One
B — IPI and scheduling system	One
C — OPI and VRI and scheduling system	One

4. BACKGROUND

L&I is an executive branch agency of Washington State government. Established by State statute in 1921, and the mission of L&I is to keep Washington safe and working. L&I is a diverse state agency dedicated to the safety, health, and security of Washington's 3.3 million workers. We help employers meet safety and health standards, and we inspect workplaces when alerted to hazards.

During the 2017/2018 session, the WA State Legislature passed SSB 6245, relating to spoken language interpreter services. This legislation required L&I to:

1. Purchase in-person spoken language interpreter services for injured workers and crime victims by September 1, 2020:
   - Directly from language access providers, Or
   - Through contracts with scheduling and coordinating delivery organizations, Or
   - Both

L&I decided to contract for one scheduling system.

2. Have at least one Contract with an entity that provides interpreter services through telephonic and video remote technologies.

Workers' compensation insurance provides relief to workers from injuries or illness sustained in the course of their employment and is required of virtually all employers in Washington State. Workers' compensation also covers interpretation services for health care and vocational services for people who have been injured on the job or who are a victim of a crime.

Employers in Washington must obtain coverage either through the state industrial insurance fund or by qualifying as a self-insured employer.

The self-insured employer has a long-term obligation to pay benefits during the lifetime of its claims.

Self-insurance is a unique program in which the employer or their representative manages all claims and provides any and all appropriate benefits to the injured worker. The self-insured employer:

- Is responsible for the payment of benefits during the time that a claim is open.
- Remains liable to pay benefits if a claim is reopened.
- In most circumstances, continues to be liable for worker benefits if the self-insurance certification is surrendered.

The self-insured employer or their Third Party Administrator (TPA) are required to pay the bills associated with interpretation services according to the Medical Aid Rules and Fee Schedules (MARFS) Chapter 14: Language Access Services (wa.gov). The Contractor will be required to bill the self-insured employer or their TPA for services rendered on self-insured claims instead of billing L&I. See Attachment B, Deliverable 4 Contractor's Billing Procedures and Attachment C, Budget in the Sample Contract for additional information.

5. BIDDER QUALIFICATIONS

Bidders who do not meet the minimum qualifications as described herein will be deemed non-responsive and may not receive further consideration. Please see Bidder's Questionnaire to review and respond to these qualifications.

5.1 ***Minimum Qualifications:***

5.1.1 Bidder must be licensed to do business in the state of Washington or provide a commitment that it will become licensed in Washington within 30 calendar days of being selected as the Apparent Successful Bidder (ASB).

5.1.2 Have at least two (2) years of experience providing an online web-based scheduling system and interpretation services for professional organizations with similar volume needs to L&I. The Bidder must have the capability to schedule approximately 22,000 to 24,000 encounters (in-person, over-the-phone, and video remote) a month with the majority being in-person.

The on-demand and scheduled interpretation services included in this RFQQ/Contract are:

- In-person (IPI), over-the-phone (OPI), and video remote (VRI) interpretation services, Or
- In-person interpretation (IPI) services, Or
- Over-the-phone (OPI) and video remote (VRI) interpretation services

5.1.3 Comply with Keep Washington Working Act, per RCW 43.17.425. This law requires entities to not use any L&I data or funds resulting from this contract to cooperate or assist in the investigation or enforcement of federal registration, surveillance programs or any other law, rule, or policy that targets Washington residents solely on the basis of race, religion, immigration, or citizenship status, or national or ethnic origin.

5.1.4 Comply with the Conflict of Interest Requirements in Attachment A, General Terms and Conditions of the *Sample Contract*.

5.1.5 The proposed solution must be federated with both the state's internal-user identity provider, EntraID and the state's external-user identity provider, WA.gov simultaneously.

- EntraID federation can be accomplished via SAML 2.0, ADFS and/or Azure Active Directory.
- WA.gov federation can be accomplished via SAML 2.0 or OIDC.
- If the proposed solution is already federated with these providers, then it must be capable of segregating L&I's users from those of other state agencies in some fashion.

5.1.6 All web user interfaces provided by the proposed solution must comply with the ADA and all Web Content Accessibility Guidelines (WCAG) 2.1 AA requirements.

5.1.7 All public-facing web user interfaces must comply with the requirements described in Attachment J, Public Facing Integration Summary of the *Sample Contract.*

5.1.8 All public -facing web user interfaces provided by the proposed solution must be functional on the following platform client combinations:

PLATFORM	CLIENT
Windows	Chrome Firefox Safari Edge
MacOS	
Linux	Chrome

	Firefox Edge
iOS	Safari
Android	Chrome

5.2 ***Preferred Qualifications:***

5.2.1. System has the capacity to host VRI and OPI services using Zoom, Microsoft Teams, or other provider hosted HIPAA compliant software.

5.2.2. Contractor provides ID badges to the LAPs with their company name and customer service phone number.

5.2.3. System has a method to verify completed appointments through the use of the ID badge.

5.2.4. In rural areas and/or for languages of lesser diffusion, Contractor's system is configured so that LAPs may accept an opportunity to adjust the initial radius if they wish to travel up to 60 miles for an in-person interpretation appointment.

6. BIDDER'S CONFERENCE

There will be a pre-Bid Conference as outlined in the Schedule above. Vendors must register by sending an email to the Solicitation Coordinator with the following Subject Line: K6063, Pre-Bid Conference Registration, Your Company Name. Details to participate will be provided to you via email by the Solicitation Coordinator.

Questions arising prior to and at the bidder's conference will be documented and answered in written form. L&I shall be bound only to its written answers to questions. A copy of the questions and answers will be posted on WEBS.

7. SCOPE OF WORK

The Scope of Work the Contractor(s) must perform is described in the Attachment A - Sample Contract.

8. ACCEPTANCE OF SOLICITATION AND SAMPLE CONTRACT

The Apparent Successful Bidder(s) will be expected to enter into a contract with L&I that is substantially similar to the Sample Contract, which is part of this solicitation. *RFQQ K6063 Sample Contract.docx* is available for download from WEBS with all other documents posted under this solicitation.

NOTE: The Sample Contract includes the scheduling and all interpretation services (IPI, OPI, and VRI) outlined in this solicitation. Should a contract be awarded by L&I for part of the interpretation services, some sections may be excluded from the final contract.

In no event shall a Bidder submit its own standard contract terms and conditions in response to this solicitation. The Bidder may submit suggested revisions as described in the Bidder's Questionnaire.

9. PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this solicitation is tentatively scheduled to begin according to the Schedule, with the initial term ending February 12, 2030. L&I reserves the option to amend or extend any contract awarded for additional periods, as determined by L&I.

10. FUNDING

Any contract awarded as a result of this solicitation is contingent upon the availability of funding. L&I offers no guarantee of volume or usage.

11. SOLICITATION COORDINATOR

The Solicitation Coordinator is the sole point of contact in L&I for this solicitation. Communications directed to parties other than the Solicitation Coordinator may result in disqualification of the Bidder.

Cristy Miller, Solicitation Coordinator, may be reached at: K6063@lni.wa.gov.

12. QUESTION AND ANSWER PERIOD

Questions concerning the solicitation must be submitted to the Solicitation Coordinator during the Question and Answer Period as outlined in the Schedule above. All questions must be submitted in an email to the Solicitation Coordinator.

The answer to any question which may be given orally during the Bidders' Conference (see above) is to be considered tentative. Questions will be researched and the official answer published in writing and posted on WEBS. This will assure accurate, consistent responses to all Bidders.

13. COMPLAINT PROCESS – PRE-BID SUBMISSION

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

Any changes to the solicitation as a result of a complaint will be documented as outlined in Solicitation Modification; otherwise, all other responses to complaints will be posted separately in WEBS. The Department's solicitation may continue. The complaint may not be raised again during the protest period. No further administrative remedy or appeal is available.

14. VENDOR REGISTRATION / WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS)

Washington's Electronic Business Solution (WEBS) is an Internet vendor registration and solicitation notification system. The system offers one online site where vendors can register to receive state government solicitation notifications. L&I shall utilize WEBS for all solicitation updates (e.g. addenda, amendments, posting, announcement of Apparent Successful Bidder, etc.). Only Vendors who have downloaded the original solicitation directly from WEBS prior to an amendment being issued will receive email notification from WEBS of an amendment. For more information and instructions to register: **https://des.wa.gov/sell/how-work-state**.

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

15. SOLICITATION MODIFICATION

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

Vendors are responsible for checking WEBS for any addenda or changes to the solicitation.

16. PARTICIPATION WITH SMALL AND DIVERSE BUSINESSES

L&I strongly encourages participation of small and diverse businesses. According to the 2019 State of Washington Disparity Study (opens in a new tab) small and diverse businesses were significantly underrepresented in state procurement contracts. As of April 1, 2023, under the direction of RCW 39.26 (opens in a new tab) and Executive Order (EO) 22-01 (opens in a new tab), the Department of Enterprise Services has implemented Policy POL-DES-090-06.

In support of this Order and Policy, small and diverse businesses are encouraged to participate in this solicitation, as the Bidder and/or as a Subcontractor of a Bidder. Please see Bidder's Questionnaire.

L&I has established the following FY2026 voluntary numerical goals for its solicitations:

- Six point seven-nine percent (6.79%) Minority-Owned Businesses certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE); Women-Owned Businesses certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE).
- Two point two-three percent (2.23%) Veteran-Owned Businesses certified by the Washington State Department of Veterans Affairs (WDVA).
- Achievement of these goals is encouraged whether directly or through subcontractors.
- OMWBE Certification. Bidders and their proposed subcontractors may contact the Washington State Office of Minority and Women's Business Enterprises (OMWBE) regarding information on Minority-Owned and Women-Owned certified firms, state and federal certification programs, or to become certified. OMWBE can be reached by telephone, 866-208-1064, or through their website at OMWBE. Bidders may provide certification information in the Bidder's Questionnaire, for themselves and/or subcontractors.
- WDVA Certification. Bidders and their proposed subcontractors may contact the Washington State Department of Veterans' Affairs (WDVA) for information regarding Certified Veteran-Owned Businesses or to become a Certified Veteran-Owned Business. The WDVA can be reached by telephone, (360) 725-2169, or through their website at WDVA. Bidders may provide certification information in the Bidder's Questionnaire, for themselves and/or subcontractors.
- Washington Small Businesses, including microbusinesses or mini-businesses as defined in RCW 39.26.010(16) and (17). Bidders may contact Enterprise Services about small and diverse business inclusion and qualification as a Washington Small Business. If bidder or subcontractor qualifies as a Washington Small Business, identify firm as such in WEBS. Call WEBS Customer Service at 360-902-7400. Bidders may provide certification information in the Bidder's Questionnaire, for themselves and/or subcontractors.

17. Subcontractor Participation Monitoring and Reporting

Once a contract is awarded through the solicitation or proposal process, the awarded Prime Contractor is obligated to complete the vendor registration in Access Equity. Access Equity is a secure online vendor management system (B2GNow). Confidential information (Tax ID, etc.) will not be published. Prime Contractors that have previously registered with B2Gnow for any public entity, must verify the system has updated information. Contractors can access the system at https://omwbe.diversitycompliance.com/ or through a direct link on the Office of Minority and Women's Business Enterprises (OMWBE) website at: https://omwbe.wa.gov/.

Each month during the contract, the Prime Contractor will report payments to ALL Subcontractors through the Access Equity system. This monthly reporting information includes total payment in dollars made to the Subcontractor, payment dates, and any additional information required to verify payment to Subcontractors. The Prime Contractor will enter this payment information into the Access Equity system, and the Subcontractors will verify this payment information in the system. Online training is available through the Access Equity/B2Gnow system. This requirement applies to both Prime Contractors and Subcontractors.

18. EXECUTIVE ORDER 18-03, SUPPORTING WORKERS' RIGHTS

Pursuant to RCW 39.26.160(3) (best value criteria) and consistent with Executive Order 18-03 – Supporting Workers' Rights to Effectively Address Workplace Violations (dated June 12, 2018), L&I will evaluate bids for best value and provide a bid preference in the of 5 percent to any bidder who certifies, pursuant to the certification in the Bidder's Questionnaire, Section 5.5, Contract Certification for Executive Order 18-03 – Worker's Rights, 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.

19. DEFINITIONS

Bid - An offer, Proposal, or quote for goods or services in response to a solicitation issued for such goods or services by the Department or an agency of Washington state government.
Bidder - An individual or entity who submits a bid, quotation, or Proposal in response to a solicitation issued for such goods or services by the Department or an agency of Washington state government.
Business Days and Hours - L&I's published business days and hours are Monday through Friday, exclusive of state holidays, 8:00 a.m. to 5:00 p.m., Pacific Time. If the end of a period calculated using calendar days falls on a weekend or state holiday, it will be extended to 5:00 p.m. of the next business day.
Certified Minority and Women-Owned Business Enterprise (MWBE) - A minority or women-owned business enterprise certified by the Office of Minority and Women's Business Enterprises of Washington state.
Contractor - An individual or entity awarded a contract with the Department or an agency to perform a service or provide goods.
L&I - Means the state of Washington, Department of Labor and Industries.
Vendor - Any business with an interest in this solicitation.
Washington's Electronic Business Solution (WEBS) - This is the state's enterprise vendor registration and bid notification system.
Working Days - Mean days that L&I is open for business (weekends, state holidays, closures for weather or other unexpected closures are excluded).

19.1. DEFINITIONS SPECIFIC TO THIS RFQQ/CONTRACT

Administrative Expenses **-** Means the Contractor's costs of operations (salaries, accounting, information technology, supplies, utilities etc.), not including per minute payment to LAPs for interpretation services.

Claim - Means a formal request from an L&I client to L&I or a self-insured employer for health care coverage or compensation for work days missed.

Encounter **-** Means an interpretation service request, initiated by the requestor and scheduled by the contractor, which has been completed (not cancelled or re-scheduled) by an LAP.

Encounter fee **-** Means a set fee for each encounter where the injured worker or crime victim, provider, and appointment are the same. In cases where the encounter is for an injured worker or crime victim who has multiple claims, the insurer will only compensate the Contractor for one encounter fee. Furthermore, if the Contractor secures multiple interpreter services (OPI, VRI, or IPI) or multiple LAPs for the same encounter, the insurer will only compensate the Contractor one encounter fee.

Health Insurance Portability and Accountability Act (HIPAA) **-** Is an act to improve portability and continuity of health insurance coverage in the group and individual markets, to combat waste, fraud, and abuse in health insurance and health care delivery, to promote the use of medical savings accounts, to improve access to long-term care services and coverage, to simplify the administration of health insurance, and for other purposes.

In-person interpretation (IPI) - On-site interpretation where all individuals specified for the appointment are physically present.

Insurer **-** Organization paying for the services for injured workers and crime victims.

Language Access Provider (LAP) **-** Means the individuals providing interpretation services for injured workers or crime victims during medical and vocational appointments.

Languages of lesser diffusion - Are the languages that are not one of the following seven primary languages used in Washington State for L&I injured workers and crime victims. NOTE: The most prevalent languages can change from year to year.

a) Spanish
b) Russian
c) Vietnamese
d) Arabic
e) Korean
f) Amharic
g) Dari

Limited English Proficient (LEP) **-** Is the worker who does not speak English as their primary language and who has a limited ability to read, speak, write, or understand English.

On-demand **-** Unscheduled appointments. This includes emergency, urgent care, and walk-in appointments.

Over-the-phone interpretation (OPI) **-** Is the telecommunication service that uses telephonic technology hosted by the Contractor, that utilizes a remote or offsite LAP to provide language access services through the telephone. This includes when some, or all parties are located remotely.

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 license numbers, other identifying numbers or Protected Health Information, any financial identifiers, and other information that may be exempt from disclosure to the public or other unauthorized persons under either RCW 42.56 or other state and federal statutes.

Protected Health Information (PHI) **-** Means Individually Identifiable Health Information that is transmitted by electronic media, or transmitted or maintained in any other form or medium, as set forth in 45 CFR ξ 164.501, as currently enacted and subsequently amended or revised.
Provider **-** Is an individual or institution providing health care or vocational services.
Requestor – Is a provider or their authorized scheduling staff who need interpreter services and who uses the proposed scheduling system or phone line to secure one.
Rural area(s) **-** Is a geographic area that is located outside towns and cities. Typical rural areas have a low population density and small settlements.
Scheduling system **-** Is an online system which procures and schedules LAPs for health care and vocational needs.
Self-insured employer **-** Is an employer that is not insured by the State Fund, and is therefore responsible to pay benefits on open and allowed claims.
State fund **-** Means those funds held by the state per RCW 51.08.175. Claims are managed by the state, who pays benefits on open and allowed claims.
Subcontractor **-** Means one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) in any tier.
Third Party Administrator (TPA) **-** Is the third party that administers the self-insured employer's claims per RCW 51.14.170. Third Party Administrators (TPAs) are responsible for administering the claims of workers who have a self-insured employer. A list of TPAs is available on the L&I website.
Third party claim **-** Is when someone other than an employee's co-worker or employer caused a workplace injury or illness, the worker may take legal action against this "third party."
Urgent care or Emergency **-** Is an unplanned/unscheduled encounter for a covered health care service with verification from a provider that the client must be seen that day.
Video Remote Interpretation (VRI) **-** Is a video-based interpreting event that utilizes a HIPAA-compliant video telecommunication service hosted by the Contractor that uses devices such as web cameras or videophones that utilizes a remote or off-site interpreter to provide language access services on screen. This includes when some, or all parties are located remotely and includes Telehealth appointments.
Vocational provider **-** Is the individual registered with the Department who meets the qualification requirements in WAC 296-19A.210. A vocational provider must have one or more of the following certifications: Certified Rehabilitation Counselor, Certified Disability Management Specialist, Fellow, American Board of Vocational Experts.

EVALUATION AND AWARD

20. EVALUATION

The evaluation process is designed to award the contract to the Bidder with the best combination of attributes that meet the needs of L&I. Scoring of the Bidder's written response will be based on the Bidder's responses to the questions in the Bidder's Questionnaire including: brief description of methodology, qualifications, experience, and the cost of services. L&I reserves the right to not be limited to the lowest cost Bid.

Oral interviews, if requested, will be based on the evaluation team's overall assessment of the Bidder's responses to the requirements and/or questions in the Bidder's Questionnaire and the Bidder's Cost score. Top-ranked Bidders from Tier 1 will be forwarded to Tier 2 and shall enter Tier 2 with their preliminary scores from Tier 1 as shown below.

20.1 EVALUATION PROCEDURES

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

Professionalism will be an aspect of the evaluation; to include grammar, punctuation, spelling, and clarity of response. Professionalism will not be scored separately, but will be a consideration in the scoring of responses.

20.2 EVALUATION TEAM

The evaluation procedures will be performed under the direction of the RFQQ Coordinator. The evaluation team will evaluate the Bids to determine which Bid(s) is most responsive to the requirements stated in this solicitation.

Bidders will <u>not</u> have personal contact with the evaluators, with the exception of oral interviews.

20.3 WEIGHTING OF QUESTIONS – Tier 1

The scoring/weighting of responses is as follows:

Written Proposal Weighting of Questions- Tier 1			
	Services Proposed by Bidder		
Deliverable/Requirement	**IPI, OPI, VRI, and Scheduling System**	**IPI and Scheduling System Only**	**OPI, VRI, and Scheduling System Only**
Services Proposed by Bidder	50	25	25
Performance Expectations	40	40	40
1- Implementation, methodology, and qualifications	40	40	40
Subcontractor Management	30	30	30
Compliance with Collective Bargaining Agreement	65	65	65
2- Scheduling System	65	50	55
3- Interpretation Services	65	50	55
4- Contractor's Billing Procedures	65	65	65

5- Training and Outreach	30	30	30
6- LAP Quality Assurance	65	65	65
7- Customer Service	50	50	50
8- Community Engagement Plan	30	30	30
9- Reporting Requirements	50	50	50
10- Requestor Service Agreement	25	25	25
11- Self-Insured Employer or their Third Party Administrator Service Agreement	35	35	35
12- Contractor's Website	20	20	20
13- Security Requirements	60	60	60
Possible Points:	**785**	**730**	**740**

Only top scoring Bidders will advance after the preliminary scores are determined.
L&I RESERVES THE RIGHT NOT TO BE LIMITED TO THE LOWEST COST BID.

20.4. EVALUATION OF COST AND PRICING - TIER 1

L&I reserves the right not to be limited to the lowest cost Proposal, and reserves the right to negotiate Contract costs with the apparent successful Bidder(s).

The insurer will pay the Contractor a set fee per encounter for all administrative expenses, referred to as an "encounter fee". The encounter fee proposed by the Bidder(s) should represent all costs associated with the performance of all things necessary for or incidental to the performance of work as set forth in Attachment B, Statement of Work and in accordance with Attachment C, Budget in the *Sample Contract.*

NOTE: No additional charges for overhead, travel, or other expenses shall be allowed. Furthermore, there are no start-up funds available for this Contract.

The cost evaluation will focus on the Bidder's proposed cost. The Bidders' cost will be evaluated based on the interpretation services they are proposing. For example, the Bidders proposing all three interpretation services (IPI, OPI, and VRI) will be evaluated separately from the Bidders proposing only IPI or OPI and VRI services. Those proposals with higher costs will receive proportionately fewer cost points based upon the lowest cost.

Example of Bidders proposing IPI, OPI, and VRI services and scheduling system with hypothetical numeric responses:

Lowest Cost Bid / Bidder's cost X 100 (Maximum Cost Points) = Bidder's Average Cost Points			
Company Name	**Bidder A**	**Bidder B**	**Bidder C**
Bidder's IPI Encounter Fee	$10	$12	$15
Bidder's OPI Encounter Fee	$8	$6	$7
Bidder's VRI Encounter Fee	$9	$6	$9
Cost Bid IPI Points	100	83	67
Cost Bid OPI Points	75	100	86
Cost Bid VRI Points	67	100	67
Bidder's Average Cost Points	**81**	**94**	**73**

Example of Bidders proposing IPI services and scheduling system with hypothetical numeric responses:

Lowest Cost Bid / Bidder's cost X 100 (Maximum Cost Points) = Bidder's Cost Points			
Company Name	**Bidder A**	**Bidder B**	**Bidder C**
Bidder's IPI Encounter Fee	$12	$13	$16
Bidder's Cost Points	**100**	**92**	**75**

Example of Bidders proposing OPI and VRI services and scheduling system with hypothetical numeric responses:

Lowest Cost Bid / Bidder's cost X 100 (Maximum Cost Points) = Bidder's Average Cost Points			
Company Name	**Bidder A**	**Bidder B**	**Bidder C**
Bidder's OPI Encounter Fee	$8	$10	$9
Bidder's VRI Encounter Fee	$9	$11	$10
Cost Bid OPI Points	100	80	89
Cost Bid VRI Points	100	82	90
Bidder's Average Cost Points	**100**	**81**	**89**

20.5. PRELIMINARY SCORE – TIER 1

The preliminary score for Tier 1 includes the sum of all points awarded by the evaluation team. All scores will be in, or rounded to, whole numbers.

Tier 1- Preliminary Scores			
	Services Proposed by Bidder		
Section/Title	**IPI, OPI, VRI, and Scheduling System**	**IPI and Scheduling System Only**	**OPI, VRI, and Scheduling System Only**
Tier 1	**Maximum Points**		
Written Proposal	785	730	740
Cost Proposal	100	100	100
Executive Order 18-03	50	50	50
Tier 1 Preliminary Scores:	**935**	**880**	**890**

Only top-ranked Bidders will advance after the preliminary scores are determined.

21. REFERENCES

L&I shall contact references for the top scoring Bidders only, based on Preliminary Scoring. References help the Department determine whether the Bidder is a responsible Bidder. L&I will use references to get more information related to any part of the Bidder's proposal and qualifications to perform the work under this contract.

L&I may, at its discretion, reject the Bid of any contractor who has failed to perform satisfactorily on a previous contract with the state or other public entity.

L&I reserves the right to contact references not supplied by the Bidder and use the information obtained during scoring. References may include, but are not limited to private companies, other governmental organizations and internal L&I programs.

22. ORAL INTERVIEWS– Tier 2

L&I reserves the right to request oral interviews. If held, L&I will offer the top scoring bidders an opportunity to deliver an oral presentation of no more than 150 minutes (2.5 hours) in length that will include 90 minutes for items 22.1, 22.2, and 22.3 and 60 minutes for Questions and Answers, item 22.4 below:

22.1. Bidder's summary and presentation of Implementation and Work Plan;

22.2. Bidder's presentation of methodology and approach to preparing to go live and to providing on-going services, to include at minimum:

a) How will you prepare your organization to complete all activities and comply with all contract requirements, meet required timelines, and ensure a successful rollout,
b) Data migration plan,
c) Minimum LAP recruitment and Requestor onboarding rates,
d) Recruitment strategy to address hard to fill areas and languages,
e) Testing strategy for all items in Deliverable 1 of the *Sample Contract*,
f) LAP and Requestor training plan,
g) Required involvement of L&I staff, and
h) Go-live criteria.

22.3. Demonstration of the bidder's scheduling system, on-demand phone line, and/or their call center. At minimum, bidder's demonstration of their system must include:

22.3.1. Overview of Requestor's portal:

a) Calendar view, list of requests submitted, and booking status,
b) User filtering and portal customization options,
c) Submit and edit an IPI request,
d) Claim eligibility verification,
e) Identification of insurer to be billed for the services,
f) System distribution of assignments to the LAPs,
g) System features and requestor notifications when no LAP has accepted a request,
h) Clear identification and prioritization of on-demand/emergency requests and IME requests with intent to record, and
i) Coordination with a DES statewide vendor as a backup when no LAP resources are registered in the system.

22.3.2. Demonstrate the VRI booking process (real-time with an interpreter)

a) Book VRI request with a provider hosted link,
b) System distribution of assignment to the LAPs,
c) Connecting to the telehealth appointment (interpreter, requestor, patient),
d) Option to call in the patient into meeting,
e) Completion of VRI service,
f) LAP validation of services provided, and
g) Encounter record.

22.3.3. Demonstrate the on-demand telephonic services (real-time with the interpreter):

a) Requestor calling in,
b) System validation of claim or operator obtaining the claim information necessary for billing,
c) Connecting to the correct language,
d) Options for LAP to route call back to an operator,
e) Calling out to patient if not present,
f) LAP validation of services provided, and
g) Encounter record.

22.3.4. Demonstrate the LAP login process and multifactor authentication
a) System identifying and blocking BOTs

22.3.5. Overview of LAP's web portal and mobile version of the portal:
a) Calendar and/or list of completed, accepted, and offered assignments,
b) Prioritization of on-demand/assignments within 24 hours of the appointment time,
c) Clear identification of IME requests with intent to record,
d) LAP accepting an assignment,
e) System preventing double booking,
f) LAP Check-in/out process,
g) Requestor validation of interpreter services process, and
h) LAP validating and disputing an invoice.

22.3.6. Demonstrate the LAP Credentialing/Registration Portal:
a) Credential intake, review, and validation process to include interpreter credentials, background checks, and track expiration dates.

22.3.7. Demo of Quality Assurance Portal view options for L&I staff and the LAPs:
a) Feedback intake,
b) Triaging, tracking, and escalation of complaints,
c) Incident severity level per the IRP,
d) Copies of all communications for each IRP,
e) Feedback resolution outcome, and
f) Reporting capabilities.

22.3.8. Reporting capability for Requestors, LAPs, and L&I staff:
a) Booking report,
b) Invoice/billing report with invoice status, aging, partial vs. full payments, adjustments, rejection reasons, and collection efforts.

22.3.9. Demonstrate EDI billing:
a) Convert the completed and verified appointments into billable entries,
b) Ability to generate 837 file, and
c) System reconciling of 835 file with invoices paid, suspended, and rejected invoices and reasons for rejections (EOB).

22.4. Respond to questions from the evaluation team designed to clarify how well the bidder may meet L&I's needs. Questions may refer back to the bidder's Bid, presentation and verbal responses.

22.5. TIER 2 SCORE

The scoring of Tier 2 is as follows:

Evaluation Table-All Scored Items			
	Services Proposed by Bidder		
Section/Title	IPI, OPI, VRI, and Scheduling System	IPI and Scheduling System Only	OPI, VRI, and Scheduling System Only
Tier 1	**Maximum Points**		
Written Proposal	785	730	740
Cost Proposal	100	100	100
Executive Order 18-03	50	50	50
Tier 1 Preliminary Score:	**935**	**880**	**890**
Tier 2	**Maximum Points**		
Bidder's Presentation and Demo of System	400	400	400
Response to questions from Evaluation Team	250	250	250
Reference Checks	100	100	100
*In-State Business	90	90	90
*Washington Veteran-owned and/or Washington Small Business	90	90	90
Tier 2 Preliminary Score:	**930**	**930**	**930**
Total Maximum Points (Including Tier 1 and Tier 2):	**1,865**	**1,810**	**1,820**

L&I RESERVES THE RIGHT TO REQUEST ADDITIONAL INFORMATION FOR EVALUATION, IF NECESSARY.

*Points provided are based on the following: a Washington state certified veteran-owned and/or Washington state small business that meets the size or gross revenue standard (as defined in RCW 39.26.010(22)(a)).

(13) "In-state business" means a business that has its principal office located in Washington. (22) "Small business" means an in-state business, including a sole proprietorship, corporation, partnership, or other legal entity, that:
(a) Certifies, under penalty of perjury, that it is owned and operated independently from all other businesses and has either:
(i) Fifty or fewer employees; or
(ii) A gross revenue of less than seven million dollars annually as reported on its federal income tax return or its return filed with the department of revenue over the previous three consecutive years; or

(b) Is certified with the office of women and minority business enterprises under chapter 39.19 RCW.

23. SUBSTANTIALLY EQUIVALENT SCORES

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

24. SELECTION OF APPARENT SUCCESSFUL BIDDER

The evaluation process is designed to award the contract to the Bidder with the best combination of experience and attributes. Selection will be based on the evaluation of the Bidder's responses to the

questions in the Bidder's Questionnaire, references, and responses and presentation during the oral interview and follow-up questions, if necessary.

25. FINAL SELECTION

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

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

26. SINGLE RESPONSE

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

27. AUTHORITY TO BIND THE DEPARTMENT OF LABOR AND INDUSTRIES

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

28. DEBRIEFING OF BIDDERS

Bidders will be afforded a Debriefing Conference. The request for a Debriefing Conference must be received by L&I's Solicitation Coordinator within three (3) business days after the Bidder Notice of Apparent Successful Bidder is emailed by WEBS. Discussion will be limited to a critique of the requesting Bidder's response. Comparisons between Bids or evaluations of the other Bidders' responses will not be allowed. The Debriefing Conference must be held within five (5) business days after the Notice of Apparent Successful Bidder is emailed by WEBS.

29. PROTEST PROCESS

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

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

Protest Review. Upon receipt of a protest, a protest review will be held by the Contracts Office to review the procurement process utilized. This is not a review of Bids submitted or the evaluation scores received.

The review is to ensure Department policy and procedures were followed, all requirements were met and all Bidders were treated equally and fairly. See Allowable and Disallowed Issues below.

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

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

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

a) a matter of bias, discrimination, or conflict of interest on the part of an evaluator,
b) errors in computing the scores, or
c) non-compliance with procedures described in the procurement document or agency protest process or DES requirements.

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

a) evaluator's professional judgment on the quality of a proposal, or
b) L&I's assessments of its own needs or requirements.

PROTEST – PROCEDURE AND FORMAT

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

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

Required Format. The protest must be set out in the following format:

1. *Identity of the protester.* Name, address, phone number, FAX number, contact person.
2. *Identity of the solicitation.* Title of solicitation, date, and Solicitation Coordinator.
3. *Issue protested.* State which of the allowable issues is being protested.
4. *Facts and circumstances.* Describe, with specific details and in chronological order, the exact facts and circumstances leading to the belief that a protest worthy issue has occurred. Such statement must include, but is not limited to the following:
   a. *Dates* of documents, actions, etc.; and
   b. *Names and titles* of all involved parties; and,
   c. *Statements, activities,* etc. of each involved party.
5. Resolution requested. State the requested resolution of the protest.
6. Attachments. List and include copies of all documents referenced in the protest. However, you do not need to send a copy of your *Bid* or this solicitation document.

Submit to: All protests shall be submitted to: ProcurementProtests@Lni.wa.gov

In the event of a timely protest, the Department may proceed further with the procurement it shall not execute the contract unless the protest is decided or in the case of exigent circumstances, until the

Department of Enterprise Services or a designee makes a written determination that the award of the contract without delay is necessary to protect substantial interest of the Department.

PROTEST – DEADLINE FOR RECEIPT BY L&I

The written protest must be received no later than 5:00 p.m. local time in Olympia, Washington, five (5) business days following your firm's Debriefing Conference.

PREPARING AND SUBMITTING THE BID

30. COMPLETING THE BIDDER'S QUESTIONNAIRE

You must respond to the solicitation requirements by completing and returning to L&I the RFQQ K6063 Bidder's Questionnaire.docx, including the signed Certifications & Assurances.

Include additional pages as needed to respond to all information required. In all cases, adhere to page limits as may be stated in the Bidder's Questionnaire.

WHEN ATTACHING ADDITIONAL PAGES for explaining answers or describing experience:

- Restate the number and the short title of the requirement; and,
- Write the response immediately after the short title.

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

31. BIDDER IDENTIFICATION

The Bidder's name must be entered at either the top or bottom of each page of the bid.

32. MOST FAVORABLE TERMS

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

This solicitation, including the Contractor's Bid, may become part of the awarded Contract. It is understood that the Bid will become a part of the official file on this matter without obligation to L&I.

33. SUBMISSION OF BID

All Proposals must arrive via attachment to an email, sent to the Solicitation Coordinator by the Bid Due Date as outlined in the Schedule, with the presentation and format as described below.

1. Bid attachments must be in Microsoft Word and Excel software as provided in the attachments on WEBS, *except* for the signed Certification and Assurances, which may be submitted separately with your bid in an Adobe PDF (Portable Document Format).
2. Please submit your Bid with this Subject Line: Your Company Name, Response to RFQQ K6063, Services Proposed (e.g. IPI, VRI, OPI, and scheduling system)

Postal mailed or faxed Proposals WILL NOT be accepted.

Late Proposals shall not be accepted and shall automatically be disqualified from further consideration. Delivery shall be at the Bidder's sole risk to assure delivery at the designated time and to the designated email address. L&I does not take responsibility for any problems with the email.

34. PROPRIETARY INFORMATION & PUBLIC DISCLOSURE

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

35. COST OF PREPARING BIDS

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

36. FAILURE TO COMPLY

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

37. ERRORS

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