Request for Proposal (RFP) Number

A20-RFP-038

For

Open Data Platform Service

by

State of Washington

Consolidated Technology Services (CTS)

(a.k.a. WaTech)

*Released:*

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**SECTION 1- INTRODUCTION**

## Acquisition Authority

The Department of Enterprise Services (DES) has authority over goods and services under RCW 39.26 and sets processes for procuring information technology based on the policies and standards set by the Technology Services Board. Chapter 43.41A of the Revised Code of Washington (RCW) as amended establishes the Washington State Technology Services Board (TSB). While the TSB does not purchase for agencies, it establishes policies and standards addressing how the manner in which state agencies may acquire information technology equipment, software, and services.

RCW 39.26.100(2) provides Consolidated Technology Services (CTS) with an exemption from the Department of Enterprise Services procurement rules and requirements. Specifically, the competitive procurement rules stated by Department of Enterprise Services do not apply to CTS as it is contracting for the following:

1. Services and activities that are necessary to establish, operate, or manage the state data center, including architecture, design, engineering, installation, and operation of the facility, that are approved by the technology services board or
2. The acquisition of proprietary software, equipment, or IT services for or part of the provision of services offered by the consolidated technology services agency.

This procurement is within the exemption and is performed consistent with CTS’ internal Procurement Policy.

This RFP is issued in good faith but it does not guarantee an award of contract, nor does it represent any commitment to purchase whatsoever. This RFP is being issued for CTS’ exclusive use.

## Business Objective

Consolidated Technology Services (CTS) and the OCIO is initiating this Request for Proposals (RFP) for Open Data platform products and service components for use in delivering the agency’s Open Data service, offered to agencies of state government.

State law (RCW [43.105.351](https://app.leg.wa.gov/RCW/default.aspx?cite=43.105.351) – [43.105.365](https://app.leg.wa.gov/RCW/default.aspx?cite=43.105.365)) identifies government data as a vital resource for the public as well as for government, and encourages agencies to provide electronic public access to appropriate datasets through collaborative systems. OCIO, a division of CTS) is charged by law RCW [43.105.054(3)](https://app.leg.wa.gov/RCW/default.aspx?cite=43.105.054) with establishing standards to facilitate electronic access, and requiring planning for electronic access in system designs. The agency’s Open Data service is designed to facilitate collaborative publication and meaningful use of open data by the public.

Currently, the Open Data service is based upon Publica, an open data software-as-a-service from Socrata (a Tyler Technologies company), with additional support, training and standards provided by OCIO staff. The OCIO seeks a comparable or superior offering at a comparable or lower price.

The current open data platform, administered by OCIO, hosts more than 900 datasets published by over 40 of the state’s 120 agencies, boards and commissions. Agencies use the platform to share data with each other, the public and public-facing applications. Potentially all state bodies may publish open data, and state agencies have indicated they are likely to accelerate data publishing. OCIO seeks a cloud-based platform that prioritizes security, searchability and ease of use for both publishers and end users.

CTS’ budget for this project is a maximum of $100,000 per year. Vendors’ proposals shall not exceed this amount – i.e. inclusive of all things necessary to provision the proposed solutions.

## Background

Consolidated Technology Services (CTS) provides telecommunications, computing and digital government services to more than 700 state agencies, boards and commissions, local governments, tribal organizations and qualifying non-profits. CTS also includes the [Office of the Chief Information Officer (OCIO)](https://ocio.wa.gov/).

Data.wa.gov is the public facing website of an Open Data service offered by OCIO within CTS.

## Contract Term

It is anticipated the initial term of the resulting Contracts will be three (3) years with an option for an additional two (2) one-year extension, commencing on the effective date of the Contract.

## Definitions

**“Business Days” or “Business Hours”** shall mean Monday through Friday, 8 AM to 5 PM, local time in Olympia, Washington, excluding Washington State holidays.

**“Contract”** shall mean the RFP, the Response, Contract document, all schedules and exhibits, and all amendments awarded pursuant to this RFP.

**“CTS”** shall mean Consolidated Technology Services – a.k.a Washington Technology Solutions or WaTech.

“**Response**” shall mean the written proposal submitted by Vendor to CTSin accordance with this RFP. The Response shall include all written materialsubmitted by Vendor as of the date set forth in the RFP schedule or as further requested by CTS. The Response shall be in the English language, and all measurements and qualities will be stated in units required by law in the United States.

 **“Services”** includes Purchased Services and shall mean those Services provided by Vendor relating to the solicitation, deployment, development and/or implementation activities that are appropriate to the scope of this solicitation.

**“Software”** shall mean the object code version of computer programs Licensed pursuant to the Contract. Software also means the source code version, where provided by Vendor. Embedded code, firmware, internal code, microcode, and any other term referring to software residing in the Equipment that is necessary for the proper operation of the Equipment is not included in this definition of Software. Software includes all prior, current, and future versions of the Software and all maintenance updates and error corrections.

**“State”** shall mean the state of Washington.

**“Subcontractor”** shall mean one not in the employment of Vendor, who is performing all or part of the Products under the resulting Contract under a separate contract with Vendor. The term “Subcontractor” means Subcontractor(s) of any tier.

**“Solution”** shall mean the product, platform and services that the Vendor is offering.

**“Vendor”** shall mean the company, organization, or entity submitting a Response to this RFP, its subcontractors and affiliates.

**“Desirable Scored”** or **“(DS)”** shall mean the Vendor has the option to respond, and the Response will be scored.

**“Mandatory”** or“**(M)**”shall mean the Vendor must comply with therequirement, and the Response will be evaluated on a pass/fail basis.

**“Mandatory Scored”** or **“(MS)”** shall mean the Vendor must comply with therequirement, and the Response will be scored.

## Overview of Solicitation Process

The evaluation process will narrow the pool of competitors to assure only the highest scoring finalists move to the next Step in the evaluation process. CTS, in its sole discretion, will determine the number of top scoring vendors to move to the next Step.

Step 1: Administrative Review.

A preliminary examination of the completeness and validity of responses. All responsive vendors will move to Round 2.

Step 2: Technical Review.

An evaluation to determine compliance with requirements evaluation. Only the top scoring vendors will move to Round 3. CTS, in its sole discretion, will determine if it will conduct a Step 3, and the number of top scoring to move to the next Round.

Step 3: Financial Review.

The financial review will look at commercial risk and cost analysis of all pricing, project schedules, terms and conditions contained within the Response.

*Optional* Step 4: Demonstrations.

Step 3 is discretionary. If CTS chooses to move forward with a Step 3, CTS will interview the top 3 scoring finalists and representative staff who will work on the project, facilitate demonstrations of the technologies proposed.

Step 5: Announce Apparently Successful Vendor.

After completing the evaluation phases of the process as set forth above, CTS plans to enter into contractual negotiations with one Apparently Successful Vendor (“ASV”) with a view to finalizing a contract. Award of contract will depend on a satisfactory outcome to these negotiations.

##  Funding

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

##  Statements of Work (SOW)

Any services performed for CTS under the resulting Contracts shall be documented in a Statement of Work (SOW) established between the CTS and the Vendor. The SOW will reference the Contract by number, the SOW term, provide a description of the scope of work to be performed, and the maximum compensation for the project. Multiple SOWS may be entered into between the parties to document the activities necessary to perform the work herein.

**SECTION 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 will result in disqualification from participation. All times are local time, Olympia, WA.

**DATE & TIME EVENT**

|  |  |
| --- | --- |
| February 6, 2020 | RFP Issued |
| February 12, 2020 | Final Vendor Questions and Comments due by **12 NOON** |
| February 13, 2020 | State’s Final Written Answers issued |
| February 24, 2020 | Responses due by **12 NOON**  |
| February 24- 27, 2020 | Evaluation period |
| March 2-4, 2020 | Demonstrations (Optional) |
| March 9, 2020 | Announcement of ASV |
| March 10, 2020 | Vendor Request for Optional Debriefing due 5pm |
| March 12-13 2020 | Optional Vendor Debriefings |
| No later than March 31, 2020 | Contract available  |

**CTS, at its sole discretion, reserves the right to revise the above schedule.**

**SECTION 3**

# INSTRUCTIONS TO RESPONDING VENDORS

## RFP Coordinator (Proper Communication)

All communications relevant to this RFP must be addressed in writing to the RFP Coordinator at the contact information below:

Contact Name: Jessica Smith

E-mail Address: jessica.smith@watech.wa.gov

Phone: 360-407-8655

All oral communications will be considered unofficial and non-binding on the State. Any other direct or indirect communication with employees or (sub) contractors of our organization regarding this RFP will be treated as misconduct and may result in your response being disqualified.

## Vendor Questions and Pre-Response Conference

It is the Vendor’s responsibility to remedy any ambiguity, inconsistency, error or omission within this document before submitting their Response. Vendors shall submit all requests to the contact above no later than 5:00 p.m. on the closing date stated in Section 2. An official written CTS response will be provided for Vendor questions received by this deadline. Written responses to Vendor questions will be posted on the CTS web site at: [http://CTS.wa.gov/procurement-announcements](http://watech.wa.gov/procurement-announcements)

Vendors who wish to submit a response to this RFP may participate in an Optional Pre-Response Conference on the date and time identified in the *Schedule* (Section 2). Vendors are **not** required to attend in order to submit a Response. CTS will communicate the details of the Pre-Response Conference via amendment.

The purpose of this conference is to provide Vendors an opportunity to address questions they may have concerning the RFP. Verbal answers to additional Vendor questions at the time of the conference will be unofficial. Vendors should rely only on written statements issued by the RFP Coordinator.

## Vendor Complaints Regarding Requirements and Specifications

Vendors may submit specific complaints in writing to the RFP Coordinator if Vendor believes requirements exist that unduly constrain competition. The complaint must be made in writing to the RFP Coordinator before the Response due date. The complaint must state how the requirement unduly constrains competition and provide the relevant facts, circumstances, and documentation. The solicitation process may continue.

## Response Contents

The Response must contain information responding to all mandatory requirements, a signed certification and assurances, and must include the signature of an authorized Vendor representative on all documents required in the appendices.

The Response should be submitted in two (2) separate files containing what is listed below. This separation of documentation protects the integrity of the State’s evaluation process. No mention of the cost response may be made in Volume 1.

File entitled --Volume 1:

* Vendor’s cover letter explicitly acknowledging receipt of all RFP revisions issued, if any; and
* The Response to Section 4, *Vendor Requirements* and Section 5, *Technical Requirements*

File entitled--- Volume 2:

* The Responses to the financial requirements
* The cost response in a completed *Cost Proposal Worksheet* (Appendix E)
* Vendor’s signed and completed *Certifications and Assurances* (Appendix A)
* Vendor’s exceptions and/or proposed revisions to the *Proposed Contract* (Appendix B)
* Vendor’s *MWBE Certification* (Appendix C), if applicable

Failure to provide any requested information in the prescribed format may result in disqualification of the Response.

## Response Requirements

The signature block in Appendix A, Certifications and Assurances, must be signed by a representative authorized to bind the company to the offer.

Vendor must respond to each Requirement, Mandatory (M) and Mandatory Scored (MS). Failure to comply with any applicable item may result in the Response being disqualified. In each Requirement title is a designation indicating how the Response will be evaluated, as set forth in Section 5.

## Delivery of Responses

All proposals must arrive via an attachment to e-mail to the RFP Coordinator at the email address above, on the proposal due date and time stated in Section 2. Responses arriving in the RFP Coordinator’s in-box after the time stated in Section 2 will be disqualified. The "receive date/time" posted by CTS’ email system will be used as the official time stamp but may not reflect the exact time received.

Vendors should allow sufficient time to ensure timely receipt of the proposal by the RFP Coordinator. Late Responses will not be accepted and will be automatically disqualified from further consideration.

CTS assumes no responsibility for delays caused by Vendor’s e-mail, network problems or any other party. Zipped files cannot be received by CTS and cannot be used for submission of Responses.

## Proprietary or Confidential Information

Any information contained in the Response that is proprietary or confidential must be clearly designated. Marking of the entire Response or entire sections of the Response as proprietary or confidential will not be accepted nor honored. CTS will not accept Responses where pricing is marked proprietary or confidential, and the **Response will be disqualified**.

To the extent consistent with chapter 42.56 RCW, the Public Disclosure Act, CTS shall maintain the confidentiality of Vendor’s information marked confidential or proprietary. If a request is made to view Vendor’s proprietary information, CTS will notify Vendor of the request and of the date that the records will be released to the requester unless Vendor obtains a court order enjoining that disclosure. If Vendor fails to obtain the court order enjoining disclosure, CTS will release the requested information on the date specified.

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

## Waive Minor Administrative Irregularities

CTS reserves the right to waive minor administrative irregularities contained in any Response. Additionally, CTS reserves the right, at its sole option, to make corrections to Vendors’ Responses when an obvious arithmetical error has been made in the price quotation.

## 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. CTS is not liable for any errors in Responses.

## Administrative Clarifications

CTS reserves the right to contact Vendor for clarification of Response contents.

## Amendments/Addenda

CTS reserves the right to change the *Schedule* or other portions of this RFP at any time. Any changes or corrections will be by one or more written amendment(s), dated, and attached to or incorporated in and made a part of this solicitation document. If there is any conflict between amendments, or between an amendment and the RFP, whichever document was issued last in time shall be controlling.

## Right to Cancel

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

## Contract Requirements

To be responsive, Vendors must indicate a willingness to enter into a Contract substantially the same as the Proposed Contract in Appendix B, by signing the *Certifications and Assurances* located in Appendix A. Any specific areas of dispute with the attached terms and conditions must be identified in the Response and may, at the sole discretion of CTS, be grounds for disqualification from further consideration in the award of a Contract.

Vendor must explain why each item proposed as additional contract terms is in CTS’ best interest as a customer and how it will support CTS’ business objectives. Under no circumstances is a Vendor to submit their own standard contract terms and conditions as a response to this solicitation.

Instead, Vendor must review and identify the language in Appendix B that Vendor finds problematic, state the issue, and propose the language or contract modification Vendor is requesting. CTS expects the final Contract signed by the ASV to be substantially the same as the contract located in Appendix B. Changes to the Proposed Contract raised by the Vendor during contract negotiations will be disallowed.

Where terms and conditions cannot be changed and may have negative consequences on the quality of goods and services or their supply, Vendors are required to recommend methods of mitigating or limiting these negative consequences.

The final contract executed by the parties must satisfy CTS’s obligations with respect to performance-based contracting as directed in Executive Order 10-07. The parties may negotiate performance-based elements, in addition to those in Appendix B, for inclusion into the final contract.

The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during negotiation of the final Contract.

The ASV will be expected to execute the Contract within five (5) Business Days of its receipt of the final Contract. If the selected Vendor fails to sign the Contract within the allotted three (5) days’ time frame, CTS may elect to cancel the award, and award the Contract to the next ranked Vendor, or cancel or reissue this solicitation.

## Incorporation of Documents into Contract

This solicitation document and the Response will be incorporated into any resultingContract.

## Minority and Women’s Business Enterprises (MWBE)

CTS strongly encourages participation of minority and women businesses. Vendors who are MWBE certified or intend on using MWBE certified Subcontractors are encouraged to identify the participating firm on Appendix C. No minimum level of MWBE participation is required as a condition of receiving an award and no preference will be included in the evaluation of Responses in accordance with chapter 39 RCW. For questions regarding the above, contact Office of MWBE at (360) 664-9750, or toll free at (866) 208-1064.

## No Obligation to Contract/Buy

CTS reserves the right to refrain from Contracting with any and all Vendors. Neither the release of this solicitation document nor the execution of a resulting Contract obligates CTSto make any purchases. CTS reserves the right to cancel the procurement at any time during the procurement or resulting contract negotiation process.

## Non-Endorsement and Publicity

In selecting a Vendor to supply Products and/or Services to the state of Washington, the State is neither endorsing Vendor’s Products, nor suggesting that they are the best or only solution to the State’s needs. By submitting a Response, Vendor agrees to make no reference to CTS or the state of Washington in any literature, promotional material, brochures, sales presentation or the like, regardless of method of distribution, without the prior review and express written consent of CTS.

## 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 must occur on or before the date specified in the *Schedule* (Section 2**).** The request must be in writing (fax or e-mail acceptable) addressed to the RFP Coordinator.

The optional debriefing will not include any comparison between the Response and any other Responses submitted. However, CTS will discuss the factors considered in the evaluation of the Vendor requesting the Response and address questions and concerns about Vendor’s performance with regard to the solicitation requirements.

## Protest Procedures

Vendors who have submitted a Response to this solicitation and have had a debriefing conference may make protests. Upon completion of the debriefing conference, a Vendor is allowed five (5) Business Days to file a formal protest of the solicitation with the RFP Coordinator. Further information regarding the grounds for, filing and resolution of protests is contained in Appendix D, *Protest Procedures*.

## Vendor Assumption and Dependencies

CTS will rely upon representations made in the Response. If the Vendor chooses to identify assumption or dependencies on which it has based its proposal, CTS retains the right to determine if the Vendor’s assumptions/dependencies render the Response non-responsive.

## Selection of Apparently Successful Vendor

All Vendors responding to this solicitation will be notified by e-mail when CTS has determined the ASV. The ASV will be the respondents who: (1) meets all the requirements of this RFP; and (2) receives the highest number of total points as described herein.

## Best and Final Offer (BAFO)

Offers are encouraged to submit their most competitive offer, but there is a potential for a best and final (BAFO) process. This section defines the BAFO process.

Once a Response has been submitted, Bidders will not be allowed to make material changes to those Responses unless they receive a request for a BAFO. The circumstances under which a BAFO may be requested are described in this Section.

CTS reserves the right, that at any point after completing evaluation of Responses, CTS may notify all remaining Vendors that have not otherwise been disqualified that CTS will require them to submit BAFOs.

The notice will be in writing and will set a specific time and date certain by which the BAFO must be submitted. The BAFO notice may set additional conditions and requirements for the submission of the BAFO. The notice will advise Vendors that the BAFO shall be in writing. Vendors shall be accorded fair and equal treatment with respect to any opportunity for BAFO, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining BAFOs. In conducting discussions, there shall be no disclosure of any information derived from Responses submitted by competing Vendors.

For purposes of the BAFO, Bidders may make such changes to their original bids as they believe appropriate to enhance their potential for selection and award under the selection criteria set forth in the RFP and BAFO notice. Changes to the original bid must be clearly identified in the re-submitted proposal using the Track Changes function in Microsoft Word.

Evaluation of BAFOs and selection of an ASV will be based upon the evaluation criteria set out in the RFP. Terms proposed as part of a BAFO must be substantially in accordance with the terms requested in this RFP and may not materially alter the requirements of the RFP.

Vendors are not required to submit a BAFO and may submit a written response stating that their original response remains as originally submitted. CTS has full discretion to accept or reject any information submitted in a BAFO. BAFO discussions shall not disclose the content or pricing of another offerer.

**SECTION 4** **- VENDOR REQUIREMENTS**

COMPLIANCE WITH ALL SECTIONS OF SECTION 4 IS REQUIRED. FAILURE TO FOLLOW THESE VENDOR REQUIREMENTS MAY RESULT IN IMMEDIATE DISQUALIFICATION

## (M) Vendor Profile

The following detail about the Vendor’s organization is required to ensure that it can meet CTS’ requirements. The Vendor working on its behalf shall each provide the following information:

1. The legal entity — for example, a private or public corporation — together with its name and registered address.
2. The total number of years the legal entity has been in business and, if appropriate, the number of years under the present business name.
3. A brief overview of your company, its history and ownership.

## (M) Vendor Licensed to do Business in Washington

Within thirty (30) days of being identified as an ASV, Vendor must be licensed to conduct business in Washington State, including registering with the Washington State Department of Revenue. The Vendor must collect and report all applicable taxes. The Vendor must submit Vendor’s Unified Business Identification (UBI) number within 30 days of being identified as the ASV.

## (M) Use of Subcontractors

CTS will accept Responses that include third party involvement only if the Vendor submitting the Response agrees to take complete responsibility for all actions of such Subcontractors. Vendors must state whether Subcontractors are/are not being used. CTS reserves the right to approve or reject any and all Subcontractors that Vendor proposes.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 RCW. Vendors should familiarize themselves with the requirements prior to submitting a Response.

## (M) Prior Contract Performance

Vendor must submit full details of all Terminations for Default for performance similar to the Servicesrequested by this RFP experienced by the Vendor in the past five (5) years, including the other party’s name, address and telephone number. Vendor must describe whether the Vendor has experienced no such Terminations for Default in the past five years, so declare. If Vendor has been suspended or debarred by the Department of Enterprise Services, so declare and provide details surrounding the suspension/debarment.

CTS will evaluate the information and may, at its sole discretion, reject the Response if the information indicates that completion of a Contract resulting from this RFP may be jeopardized by selection of the Vendor.

##  (MS 300) Optional Product Demonstrations / Interviews

**Vendor must acknowledge its availability to this Requirement in its RFP Response.**

CTS at its sole discretion may elect to select the top scoring finalists for an interview as part of the evaluation process. If CTS elects to hold interviews, it will contact the Vendors it deems as the top scoring Vendors. Vendors must assure that they are available. Representations made by the Vendor during the interview will be considered binding. The Vendor’s must be available for interviews in Olympia, WA on the dates stated in Section 2. **In its RFP response, Vendor must acknowledge its availability.**

##  (D) Vendor Employee Arbitration Clause

Pursuant to Executive Order 18-03, CTS seeks to contract with qualified Vendors that can demonstrate or will certify that their employees are not required to sign, as a condition of employment, mandatory individual arbitration clauses and class or collective action waivers. Please demonstrate or certify.

**SECTION 5 -TECHNICAL REQUIREMENTS**

COMPLIANCE WITH ALL SECTIONS OF SECTION 5 IS REQUIRED. FAILURE TO FOLLOW THESE TECHNICAL REQUIREMENTS MAY RESULT IN IMMEDIATE DISQUALIFICATION.

Supporting documentation should be succinct and to the point specifically addressing the information requested only and generally should not exceed one (1) page per requirement.

|  |
| --- |
|  |
| **No.** | **Mandatory Scored, Desirable Scored or Desirable** | **Points** | **Description** |
| **Publishing & Data Exporting Capabilities** |
| 5.1 | Mandatory Scored  | 300 | The Solution must have tools for publishers to connect to and publish data from their existing systems. |
| 5.1.1 | Desirable Scored | 50 | The Solution allows publishers to automate data ingress and egress from publishers' secured data systems. |
| 5.1.2 | Desirable Scored | 50 | The Solution provides a documented Application Programming Interface (API) for data ingress and egress, readily usable in common programming languages or tools including Python, R, Javascript, Go, SQL. APIs are accessible via HTTP/REST and do not require proprietary software or libraries. |
| 5.1.3 | Desirable Scored | 50 | The Solution provides documented, structured, but less technically challenging methods for data egress that are readily usable in a variety of common productivity and analysis applications such as Microsoft Excel, LibreOffice, Google Docs, ArcGIS, QGIS, SAS. |
| 5.1.4 | Desirable Scored | 20 | The Solution allows publishers to provide data on the platform through links to external sites.  |
| 5.1.5 | Desirable Scored | 20 | The Solution provides publishers with access to a testing and development environment with equivalent functions to the production environment. |
| 5.1.6 | Desirable Scored | 20 | The Solution provides publishers the ability to share data with colleagues, contractors or stakeholders without exposing the dataset to the entire internet. |
| 5.1.7 | Desirable Scored | 20 | Training and support for publishers  |
| 5.1.8 | Desirable  |   | The Solution provides publishers with the ability to synchronize (i.e., update and download only changed records or elements) a dataset with their enterprise system. Enterprise applications in use in Washington State government may include data systems such as MsSQL, PostGRESQL, DB2, ADABASE, SQL Reporting Services, MySQL, Drupal |
| 5.1.9 | Desirable  |   | Allow publication of a full replacement update in a single transaction, without going offline or serving a partial result during the update. |
| 5.1.10 | Desirable  |   | Provide readily usable tools for publishers to manage the ingress, use and egress of geospatial data, in common formats such as Shapefiles, File Geodatabase, KML, WMS, GeoJSON, etc.  |
| 5.1.11 | Desirable  |   | Allows filtered data views to be embedded in external sources, such as a website or social media.  |
|   |   |   |   |
| **Security** |
| 5.2 | Mandatory scored | 200 | The Solution must comply with security policies and standards including OCIO policy 141 and 141.10, and commit knowledgable expertise to supporting a Security Design Review within the first year.  |
| 5.2.1 | Desirable Scored | 50 | The Solution provides technical controls for data protection, such as DMCA takedown, flagging of suspect data by platform users, intrusion detection, and scanning for Personally Identifiable Information |
| 5.2.2 | Desirable Scored | 50 | The Solution provides the ability to authenticate users in conjunction with the State's standard identity management and access control technologies, such as Active Directory Federated Services, Secure Access Washington, SAML, OAUTH, with or without Multifactor capabilities. |
| 5.2.3 | Desirable Scored | 30 | The Solution provides the State with assurance that the platform and the vendor will function reliably while adapting to changing technology and threats, minimizing down time and slowdowns. |
|   |   |   |   |
| **Metadata** |
| 5.3 | Mandatory Scored | 200 | The Solution must provide a data catalog function, using metadata structured to be interoperable with other platform metadata schemas, to ease interaction and searching. Additional points will be awarded if the Solution also offers the following components: |
| 5.3.1 | Mandatory Scored | 20 | The Solution allows the Customer to require completion of core metadata fields. |
| 5.3.2 | Mandatory Scored | 20 | The Solution supports optimizing of data categories and tags, including development of controlled vocabulary or aliases. |
| 5.3.3 | Mandatory Scored | 20 | Training and support for Customer and publishers. |
| 5.3.4 | Desirable Scored | 10 | The Solution provides fast (under 5 seconds) search capabilities for data values within a dataset of up to 15 million records, and across a catalog of 1000 datasets.  |
|   |   |   |   |
| **Licensing** |
| 5.4 | Mandatory Scored | 100 | The Solution must allow an unlimited number of datasets that can be published and stored, preferably through cloud-based solution. Vendor should specify location of storage and how this affects any compliance or management issues for publishers.  |
| 5.4.1 | Desirable Scored  | 20 | The Solution extends storage capacity or additional storage features. |
|   |   |   |   |
| **Migration from Existing Platform**  |
| 5.5 | Mandatory Scored | 100 | The Solution must handle migration of substantially all data and metadata from the state's current open data platform, data.wa.gov, without requiring additional staffing from the Customer or publishers.  |
| 5.5.1 | Desirable Scored  | 50 | Migration completed within 2 months of contract signatures. |
| 5.5.2 | Desirable Scored  | 10 | Migration completed within 4 months of contract signatures. |
| 5.5.3 | Desirable Scored  | 10 | Migration includes derivative content. |
| 5.5.4 | Desirable Scored  | 20 | Support and training offered for Customer and publishers. |
| 5.5.5 | Desirable Scored  | 40 | Vendor will meet with agency publishers to migrate workflow and manage change with the publisher agencies (estimated 20 agency publishers). |
|   |   |   |   |
| **Accessibility** |
| 5.6 | Desirable |   | The Solution complies with OCIO policy 188, OCIO standard 188.10 and WCAG 2.0 AA guidelines. |
| 5.7 | Desirable |   | The Solution provides a responsive and easily operated user interface on mobile devices with touch screens 5"-10" measured diagonally, using web browsers common to major mobile operating systems such as iOS or Android. |
|   |   |   |   |
| **Training & Support** |
| 5.8 | Desirable |   | The Solution includes basic documentation, asynchronous training tools and individual (ticket) support for all agency publishers. Include response time for ticket response.  |
| 5.9 | Desirable |   | The Solution provides additional training opportunities, including certification of completion. |
|   |   |   |   |
| **User Tools** |
| 5.10 | Desirable |   | The Solution provides the ability to create accessible tables and visualizations in common web formats such as iframes, HTML5, or similar scripting language(s) such as javascript, Python or R.  |
| 5.11 | Desirable |   | The Solution allows data to be organized by theme, with topical index pages, narrative text and illustrations.  |
| 5.12 | Desirable |   | The Solution allows datasets to be easily joined, either within the Solution or programmatically. |
| 5.13 | Desirable |   | The Solution provides a tabular view (rows and columns) for managing a dataset.  |
| 5.14 | Desirable |   | The Solution allows users to transpose, transform or otherwise adapt large or nested tables, to display formats different from the original table design. |
| 5.15 | Desirable |   | The Solution allows users to preview a subset of data before downloading. |
| 5.16 | Desirable |   | The Solution allows users to easily filter a dataset to only the data relevant to their work.  |
| 5.17 | Desirable |   | Public query API supports selecting and filtering data for equality, range and partial string match. |
| 5.18 | Desirable |   | Provides training and support for viewers/users, including developers |

**SECTION 6- FINANCIAL** **QUOTE**

**All requirements in Section 6 are Mandatory. Vendor agrees that a submission of a Response to CTS constitutes acceptance of all Mandatory Requirements in this Section 6 and Vendor has read, understands and will comply with EACH of the Mandatory requirements listed in the Financial Quote Requirement Section.**

## Overview

CTS seeks to acquire consumption based services that best meet the State’s needs at the lowest cost and best value. Prices must include all aspects needed for the provision of the Services described in this RFP. Failure to identify all costs in a manner consistent with the instructions in this RFP is sufficient grounds for disqualification.

## (MS 500) Vendor Cost Proposal Form

Vendor must include in its Response a completed *Cost Worksheet* contained in Appendix E. The *Cost Worksheet* will be the basis for evaluation of the Financial Response as specified in Section 7.

Responses must be complete and include pricing for all tasks. Vendor’s Responses to Cost Proposal Form, Appendix E will be the basis of evaluation of the Financial Proposal as specified in Section 7. Where there is no charge or rate,enter N/C (no charge) or zero (0) on the Cost Proposal Form, as applicable. If the Vendor fails to provide a price, the State will assume the item is free. If the Vendor states “no charge” for an item in the model, the State will receive that item free for the period represented in the model.

## Taxes

Vendor must collect and report all applicable state taxes as set forth in Section 4.4, *Vendor Licensed to do Business in Washington*.

## Presentation of All Cost Components

All elements of recurring and non-recurring costs included prices set forth in the Vendor Cost *Worksheet* (Appendix E). This must include, but is not limited to, all taxes, administrative fees, labor, travel time, consultation services, and supplies needed for the provisioning of the Services described within this RFP. CTS shall ***not*** reimburse vendor for any expenses related to the provisioning of services contemplated in this RFP.

## Price Protection

For the entire initial term of the Contract, the Vendor must guarantee to provide the Services at the proposed rates, or less, unless a Contract amendment is mutually negotiated.

**SECTION 7- EVALUATION**

## Overview

The Vendor who meets all of the RFP requirements and receive the highest number of total points as described below will be declared the ASV and will enter into contract negotiations with CTS.

## Administrative Screening

Responses will be reviewed initially by the RFP Coordinator to determine on a pass/fail basis compliance with administrative requirements as specified in Section 3, *Administrative Requirements*. Evaluation teams will only evaluate Responses meeting all administrative requirements.

## Mandatory Requirements

Responses meeting all of the administrative requirements will then be reviewed on a pass/fail basis to determine if the Response meets the Mandatory requirements. Only Responses meeting all Mandatory (M) requirements will be further evaluated.

The State reserves the right to determine at its sole discretion whether Vendor’s response to a Mandatory requirement is sufficient to pass. If, however, all responding Vendors fail to meet any single Mandatory item, CTS reserves the following options: (1) cancel the procurement, or (2) revise or delete the Mandatory item.

## Qualitative Review and Scoring

Only Responses that pass the administrative screening and Mandatory (M) requirements review will be evaluated and scored based on responses to the scored requirements in the RFP. Responses receiving a “0” on any Mandatory Scored (MS) element(s) will be disqualified.

## Requirements Evaluation

1. Sections 4 - Vendor Requirements and 5 - Technical Requirements review by Evaluation team

Each scored element in the Vendor Requirements and Technical Requirements sections of the Response will be given a score by each evaluation team member. Then, the scores will be totaled and an average score for each Vendor will be calculated as set forth below. This will be used in the calculation of Vendor’s total score, as set forth in Section 7.8, *Vendor Total Score*.

Evaluation points will be assigned based on the effectiveness of the Response to each requirement. For example, if a response is worth 10 points, a scale of zero to ten will be used, defined as follows:

|  |  |  |
| --- | --- | --- |
| 0 | Unsatisfactory | Capability is non-responsive or wholly inadequate. |
| 1-3 | Below Average | Capability is substandard to that which is average or expected as the norm. |
| 4-6 | Average | The baseline score for each item, with adjustments based on the evaluation team’s reading of the Response. |
| 7-9 | Above Average | Capability is better than that which is average or expected as the norm. |
| 10 | Exceptional | Capability is clearly superior to that which is average or expected as the norm. |

CTS will review all mathematical computations and will allocate 1000 points to the Vendor with the highest Technical Response Score (TRS). The point value for every other bid will be calculated using the ratio of the each Vendor’s Average TRS to the highest Vendor’s Average TRS. This ratio will be multiplied by the 1000 points allocated for Experience and Skill Qualification Requirements to arrive at the total score for each Vendor.

|  |  |
| --- | --- |
| Sum of Evaluators’ Section 5 Scores Number of Evaluators  | = Vendor’s Avg. Section 5 Score |

|  |  |  |
| --- | --- | --- |
| Vendor’s Average Section 5 Score = Highest Vendor’s Average Section 5 Score | x 1000 points  | Vendor’s Total TRS |

These scores will be carried over in the calculation of the Vendor Total Score as explained below.

1. Financial Proposal Evaluation

The financial evaluation team will calculate the financial score for the Financial Proposal section of the Response using Vendor’s Cost Proposal Form. That number will represent the Lowest/Vendor’s Total Proposal set forth below.

|  |  |  |
| --- | --- | --- |
| Lowest Total Annual Rate Highest Vendor Annual Rate | x 500 points  | Total Financial Score |

These scores will be carried over in the calculation of the Vendor Total Score as explained below.

##  Step 3 Optional Product Demonstrations / Interviews (Optional)

CTS may, after evaluating the written proposals, elect to schedule Product Demonstrations and/or interviews of the top scoring finalists.

a) Final points for the interviews will be calculated by an average of the individual scores as set forth below. This will be used in the calculation of Vendor’s total score, as set forth in Section 7.8, *Vendor Total Score*.

|  |  |
| --- | --- |
| Sum of Evaluators’ Interview Scores Number of Evaluators  | = Vendor’s Avg. Interview Score |

|  |  |  |
| --- | --- | --- |
| Vendor’s Avg. Interview Score Highest Interview Score | x 300 = | Vendor’s Interview Score |

## Allocation of Points

The scores for Response will be assigned a relative importance for each scored section. The relative importance for each section is as follows:

|  |  |
| --- | --- |
| **PHASE I*** Vendor Requirements, including Experience and Skill Qualifications (Section 5)
* Financial Proposal (Section 6)
 | 1000 points500 points |
| Phase I Subtotal | 1500 points |
| **PHASE II- optional for CTS*** Optional Product Demonstrations / Interviews
 | 300 points |
| Phase II Subtotal | 300 points |
| TOTAL | 1800 Points |

## Vendor Total Score

Vendors will be ranked using the Vendor’s Total Score for its Response, with the highest score ranked first and the next highest score ranked second, and so forth. Vendor’s Total Score will be calculated as follows:

|  |
| --- |
| **Total Score** = (Technical Score (TRS)) + (Total Financial Score) + (Optional Phase II Score)  |

## Selection of Apparently Successful Vendors

At CTS’ sole discretion, up to five Vendors with the highest Vendor total scorewill be declared ASV. CTS will enter into contract negotiations with one or more of the ASVs. Should contract negotiations fail to be completed as described in Section 7.10, CTS may immediately cease contract negotiations and declare the Vendor with the next highest score as the new ASV and enter into contract negotiations with that Vendor. This process will continue until (1) the Contracts are signed, (2) no qualified Vendors remain, or (3) CTS cancels the award or solicitation consistent with this RFP.

## Contract Negotiations

Upon selection of an Apparently Successful Vendors (ASV), CTS will enter into contract negotiations with the ASVs. Vendors must be willing to enter into a Contract in substantially the same form and the same terms and conditions as the Contract in Appendix B. The Apparently Successful Vendor will be expected to complete contract negotiations within the time stated in Section 2 *Schedule*. The Apparently Successful Vendor will be expected to execute the Contract within five (5) calendar days of its receipt of the final contract. If the selected Vendor fails or refuses to sign the Contract within the allotted five (5) calendar daytime frame, CTS may immediately cease contract negotiations and elect to cancel the award. CTS may then award the Contract to the next ranked Vendor or cancel or reissue this solicitation. Vendor’s submission of a Response to this solicitation constitutes acceptance of these Contract requirements.

**APPENDIX A**

**CERTIFICATIONS AND ASSURANCES**

Issued by the State of Washington

A20-RFP-038

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 or 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 *90* days following the Response Due Date specified in the RFP, and it may be accepted by CTS without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the *90* day period. In the case of protest, your Response will remain valid for 120days 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 state of Washington whose duties relate (or did relate) to the State'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 State will not reimburse us for any costs incurred in the preparation of this Response. All Responses become the property of the State, 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, compliance with Mandatory 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 Appendix 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 Appendix B of this solicitation.

We (circle one) **are / are not** submitting proposed Contract exceptions (see Subsection 3.13, *Contract* *Requirements*).

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Vendor Signature |  | Vendor Company Name |
|  |  |  |
| Title |  | Date |

**APPENDIX B**

**PROPOSED CONTRACT**

Posted separately on the CTS Web site at: <https://watech.wa.gov/procurement-announcements>

**APPENDIX C**

***(If Applicable)* MWBE Participation Form**

**Minority and Women's Business Enterprises (MWBE)**

**Participation Form**

MWBE participation is defined as: Certified MBEs and WBEs bidding as prime contractor, or prime contractor firms subcontracting with certified MWBEs. For questions regarding the above, contact Office of MWBE, (360) 753-9693.

In accordance with WAC 326-30-046, CTS goals for acquisitions have been established as follows: 12% MBE or WBE.

|  |  |  |
| --- | --- | --- |
| **MBE FIRM NAME** | **\*MBE CERTIFICATION NO.** | **PARTICIPATION %** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
| **WBE FIRM NAME** | **\*WBE CERTIFICATION NO.** | **PARTICIPATION %** |
|  |  |  |
|  |  |  |

**\***Certification number issued by the Washington State Office of Minority and Women's Business Enterprises.

Name of Vendor completing this Certification: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

APPENDIX D

**PROTEST PROCEDURE**

A Vendor who is aggrieved in connection with the solicitation or award of a contract, who has submitted a response and participated in a debriefing conference, may submit a written protest to the Contracts & Procurement Manager at Consolidated Technology Services, 1500 Jefferson Street SE, 5th Floor, Olympia WA 98501 or michael.callahan@watech.wa.gov.

**Grounds**

Protests may be based only on alleged bias on the part of an evaluator, mathematical error in the computation of the score, or failure to follow the process or standards stated in the related procurement document.

**Timing**

A protest shall be presented to CTS in writing no later than 5 business days after the post award debrief has occurred. The written letter shall state the grounds for the protest and state the relevant facts, circumstances and documents in support of the Vendor’s position.

**Process**

In conducting its review, CTS will consider all available relevant facts. CTS will resolve the protest in one of the following ways:

1. Find that the protest lacks merit and upholding the agency's action.
2. Find only technical or harmless errors in the agency's acquisition process, determining the agency to be in substantial compliance, and rejecting the protest; or
3. Find merit in the protest and provide options to the agency, including:
	1. Correcting errors and reevaluating all Responses;
	2. Reissuing the solicitation document; or
	3. Making other findings and determining other courses of action as appropriate.

Except as stated otherwise below, the Contracts & Procurement Manager will review protests on behalf of the agency. The agency will deliver its written decision to the protesting vendor within five business days after receiving the protest, unless more time is needed. The protesting vendor will be notified if additional time is necessary. Exempt Purchases under $100,000 shall be reviewed only by the Contracts & Procurement Manager, whose opinion is final.

Vendors may appeal the Contracts & Procurement Manager’s determination, on Exempt Purchases over $100,000, by submitting an appeal in writing to the Director. An appeal shall be filed no later than 5 business days after Contracts & Procurement Manager’s decision. Decisions made by the Director or designee are final.

In the event the Contracts & Procurement Manager has a conflict of interest, the protest or appeal will be managed by a CTS senior level manager appointed by the Deputy Director. This individual must not be involved with the business that is the subject matter of the protest appeal.

 APPENDIX E

**COST PROPOSAL WORKSHEET**

Vendor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Instructions to Vendor:**

**Any efforts by Vendors to limit, qualify, caveat, restrict or place conditions upon the pricing being offered may be considered to be a violation of submission requirement and shall result in the proposal being rejected as non-responsive.** All costs must be included in the proposal, and inclusive of all General and Administrative Fees to include staffing, travel and per diem.

The Vendor **must use** this Cost Proposal Worksheet in their Cost Proposal to this RFP. The worksheet **cannot** be altered or edited. Failure to complete all fields highlighted in yellow may cause rejection of the entire RFP. If the associated Price or hours are not applicable, or the item is no charge to the State in your proposal, then mark N/A or $0 in the respective field on the form. The prices are fixed and will remain throughout the deployment of the services for any change management activities.

Using the table below; enter pricing (in U.S. dollars) for each item listed as applicable to your company’s proposed solution. Pricing shall cover all vendor provided managed services. All amounts shall include travel and expenses.

* + - * 1. **Product Purchase (MS 500)**
1. **Vendors must supply annual pricing for the initial three-year term of the contract, in addition to pricing for optional years 4 and 5. The pricing must include everything necessary for the provisioning of the services and meet all Mandatory Requirements of this RFP.**
2. **Vendors must supply only one price for per line in the yellow shaded cells in the table below.**
3. **Vendors may not alter or amend the table below in any way – any attempt to do so shall result in disqualification of Vendor’s Response.**
4. **CTS’ budget for this project is approximately $100,000 per year. Vendors’ proposals shall not exceed this amount – i.e. inclusive of all things necessary to provision the proposed solutions.**

|  |  |
| --- | --- |
| **Item** | **Total Price (excluding Tax)** |
| **Years 1-3 (initial term of the contract)**  |  |
| **Year 4 – Optional Extension** |  |
| **Year 5 – Optional Extension** |  |

APPENDIX F

**A Few Critical Things to Keep in Mind**

**When Responding to an RFP for**

**Consolidated Technology Services**

*This document is explanatory only and has no consequence on the processes stated in any particular procurement. Please do not submit this checklist, it is merely a resource.*

**1.** \_\_\_\_\_\_\_ **Read the *entire* document.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).

**2.** \_\_\_\_\_\_\_ **Note the procurement officer's name, address, phone numbers and e-mail address.** This is the **only person** you are allowed to communicate with regarding the RFP and is an excellent source of information for any questions you may have.

**3.** \_\_\_\_\_\_\_ **Take advantage of the “question and answer” period.** Submit your questions to the RFP Coordinator by the due date listed in the Schedule of Events and view the answers given in the formal “addenda” issued for the RFP. All addenda issued for an RFP are posted on the State’s website and will include all questions asked and answered concerning the RFP.

**4.** \_\_\_\_\_\_\_ **Follow the format required in the RFP** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner. Make sure to address each subpart.

**5.** \_\_\_\_\_\_\_ **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don’t assume the State or evaluator/evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the State. The proposals are evaluated based solely on the information and materials provided in your response.

**6.** \_\_\_\_\_\_\_ **Check the State’s website for RFP addenda.** Before submitting your response, check the State’s website at http://cts.wa.gov/procurement/procurement.aspx to see whether any addenda were issued for the RFP.

**7.** \_\_\_\_\_\_\_ **Review and read the RFP document again** to make sure that you have addressed all requirements and have followed all of the instructions. Once you have done that, read the RFP document again.

**8.** \_\_\_\_\_\_\_ **Submit your response on time.** Note all the dates and times listed in the Schedule of Events and within the document, and be sure to submit all required items on time. Late proposal responses are never accepted.

**9. \_\_\_\_\_\_ Address each mandatory/mandatory scored item.** Any time you see an “M” or “MS”- make sure to respond, even in the financial sections. For Mandatory items, A statement, “(Vendor Name) has read, understands, and fully complies with this requirement” is acceptabl