Request for Proposal Number

22-RFP-001

For

Managed File Transfer Modernization

 by

Consolidated Technology Services

Released

September 24, 2021

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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 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. CTS intends to award multiple contracts for this procurement – at CTS’ sole discretion - up to three (3).

## Business Objective

CTS, doing business as, Washington Technology Solutions (WaTech) is initiating this Request for Proposals (RFP) to solicit proposals from prospective vendors interested in providing a managed file transfer solution for the State of Washington.

WaTech was created to establish a streamlined, agile central IT organization that will enable public agencies to better serve the people of Washington via technology. WaTech is a partner in our customers’ growth and transformation strategies, enabling them to deliver on their public service mission through modern solutions.

## Scope of Services to Be Provided

Currently, WaTech provides a secure file transfer service to state agencies which is expected to exceed usage capabilities within the next two (2) years. This procurement has been initiated to find an acceptable replacement solution with a modern technology feature set. WaTech is most interested in vendors who are able to provide a multi-tenant solution without third party integration or setup.

WaTech’s secure file transfer service has grown significantly and the current solution limits the ability for continued growth in the coming years. The current usage of the secure file transfer service is 20,000 accounts with 1,000 to 50,000 files transferred per hour. The new solution must be able to meet the current usage and up to an additional 25% in growth in the future years. Based on past growth, WaTech is most interested in a clustered infrastructure environment to allow continued service delivery. A cluster infrastructure environment would allow growth in the number of users as well as volume of file transfers with the ability to handle/scale up to peak demands, without compromising performance.

**Existing Technology Environment**

WaTech currently offers encrypted connections with FIPS 140-2 standards with the ability to utilize most Web browsers via HTTPS secure connection for U.S. or Canadian internet connection. Automated or manual connections may be made via any client application using SFTP/SSH or FTPS. WaTech’s SFT service provides strong audit trails to demonstrate compliance with Health Insurance Portability and Accountability Act (HIPAA), Sarbanes-Oxley (SOX), Payment Card Industry and General Data Protection Regulation (PCI GDPR) and the Gramm-Leach-Bliley Act (GLBA).

All account data and encrypted transfer files are within the State Government Network (SGN) firewall-protected servers with at-rest transferred files and account data siloed by agency/group permissions. Current service capacity 50,000 files per hour and up to 180,000 file transfers per day with a file size of 200GB. Automated process may be utilized to pull or push files with a checksum utility on file transfers to ensure accuracy of data. A secured delegated administration connection is granted via VPN service allowing agencies to self-administer own accounts.

The ability exists for users to rename successful upload files and/or relocated files within agency/group file structure. Users are informed of incoming and outgoing files via email notification and the agency delegated administrator has access to file tracking information for the purpose of monitoring their groups file transfer activities.

## Contract Term

It is anticipated the initial term of the resulting Contract will be five years, commencing on the effective date of the Contract. CTS, at its sole discretion, may initiate extending the Contract for up to two (2) additional years.

## Definitions

**“Active Directory Federated Services”** shall mean the state’s single-sign-on (SSO) technologies to authenticate a user to multiple Web applications (either on or off premises) over the life of a single online session. ADFS accomplishes this by securely sharing digital identity and “claims” across security and enterprise boundaries.

**“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.

“**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.

**“Secure Access Washington”** shall mean the state’s self-administered single sign-on access to multiple agency applications, shields online services from harmful activity, and allows access only to known users.

**“Solution”** shall mean software.

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

**“Washington Technology Solutions” or “WaTech”** shall mean the same as Consolidated Technology Services.

## Overview of Solicitation Process

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

Step 1: A preliminary examination of the completeness and validity of responses. All responsive vendors will move to Round 2.

Step 2: An evaluation to determine compliance with requirements and financial evaluation. Only the top scoring vendors will move to Step 3. The financial review will look at cost analysis of all pricing contained within the Response. 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.

*Optional* Step 3: Proof of Concept.

Step 3 is discretionary. If CTS chooses to move forward with a Step 3, CTS will conduct proof of concepts with the top scoring finalists and representative staff who will work on the project and conduct a reference check of the top scoring vendors.

Step 4: 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 because of this procurement is contingent upon the availability of funding.

##  Statements of Work (SOW)

Any services performed for a Purchaser under the resulting Contract shall be documented in a Statement of Work (“SOW”) established between the Purchaser 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, a list of the deliverables to be produced, and provide the estimated total cost of 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**

|  |  |
| --- | --- |
| September 24, 2021 | RFP Issued |
| October 8, 2021 | Final Vendor Questions and Comments due by 12 NOON |
| ~~October 18, 2021~~October 19, 2021 | State’s Final Written Answers issued |
| November 2, 2021 | Responses due by 12 NOON |
| November 15 – December 13, 2021 | Top finalists’ Proof of Concept (optional) |
| December 20, 2021 | Announcement of ASV |
| December 21, 2021 | Vendor Request for Optional Debriefing due by 5pm |
| December 22, 2021 | Optional Vendor Debriefings |
| January 14, 2022 | Contract available for work to begin |

**CTS 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: Michael Callahan

E-mail Addresses: michael.callahan@watech.wa.gov

Phone: (360) 407-8765

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

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://watech.wa.gov/procurement-announcements>

## 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 the Vendor requirements

File entitled--- Volume 2:

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

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

## 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 Mandatory (M) and Mandatory Scored (MS) Requirement. 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 rejected.

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 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.

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 ~~three (3)~~ five (5) Business Days of its receipt of the final Contract. If the selected Vendor fails to sign the Contract within the allotted three (3) 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) 753-9693.

## 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 Software/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 mail or e-mail when CTS has determined the ASV(s). The ASV(s) will be the respondent who:

1. Meets all the requirements of this RFP; and
2. Submits the response that achieves the highest total score (see Section 7).

The date of announcement of the ASV(s) will be the date the announcement letter is postmarked, or if emailed the date the e-mail is sent.

**SECTION 4****—REQUIREMENTS**

COMPLIANCE WITH ALL SECTIONS OF SECTION 3 IS REQUIRED. FAILURE TO FOLLOW THESE ADMINISTRATIVE REQUIREMENTS MAY RESULT IN IMMEDIATE DISQUALIFICATION

## (M) Vendor Requirement(s)

Vendors must state in their response that they have read, understand, and will fully comply with each of the following Requirements.

* + 1. Vendor must be certified in the product and/or a minimum of 5 years’ experience with managed file transfer tools. Vendor must have well qualified and certified networking technical staff available to install, support, and troubleshoot the product.
		2. Vendors must submit as an attachment to their response any certifications and status as an authorized reseller for a manufacturer product, including either: 1) a copy of the Reseller Agreement and 2) a certificate or letter from the Manufacturer stating the Vendor's compliance with this requirement.
		3. Vendor has read, understands, and fully accepts the procedures, review criteria, and all other administrative requirements set forth in this RFP.
		4. Vendor will be the single focal point for all issues related to purchase of service, billing, and problem resolution.

## (M) Vendor Profile(s)

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. Name and title of the person authorized to contractually bind the organization for any proposal against this RFP.

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

Within thirty (30) days of being identified as the ASV, Vendor must be licensed to conduct business in Washington, 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 not accept responses that include 3rd party involvement.

## (M) Prior Contract Performance

Vendor must submit full details of all Terminations for Default for performance similar to the Software/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 if 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.

## (M) Performance Based Contracting

The Vendor must acknowledge that any subsequently awarded contract will be performance based and ensure that payment is tied to successful performance of the tasks and Deliverables stated in the resulting contract.

## (M) Client References

CTS shall check the references provided for the top scoring vendors as part of the evaluation process. CTS reserves the right to disqualify a vendor and move to the next top scoring vendor if a vendor receives a negative reference.

All responding Vendors shall provide as references the names, addresses, telephone numbers, e-mail addresses, and contact person for at least three (3) and no more than five (5) government references – DO NOT provide the completed reference form.

Government references must be current customers of a similar or comparable size and scope, that have your MFT solution installed and fully operational. Government references may include state, city and/or education.

References must not be from a person, company or organization with any special interest, financial or otherwise, in the Vendor.

CTS may, at its discretion, contact other Vendor clients for references. CTS will use a Client Reference Form to check references.

To the extent a Response may give rise to confidentiality obligations, CTS will not sign a Non-Disclosure Agreement (NDA) to receive the information. Instead, please respond with sufficient information to enable CTS to evaluate and contact the Client Reference. CTS expects the contact information to be provided and will not coordinate contacting a reference through the Vendor.

In the event that one of the provided references is a member of the evaluation team, CTS will contact the Vendor for an alternate reference. The alternate reference shall be provided timely and must be available during the evaluation period.

CTS will make one (1) attempt to contact the client and obtain a reference, CTS will leave voicemail, and send an email and it is acceptable if a return call is received within the timeframe set forth in Schedule – Section 2. If a contact cannot be made, the reference will be disallowed. It is the Vendor’s responsibility to provide CTS with references that will be timely and available during the evaluation period set forth in Schedule – Section 2. CTS reserves the right to eliminate from further consideration in this RFP process any Vendor who, in the opinion of CTS, receives an unfavorable report from a Vendor. CTS also reserves the right to contact other Vendor Purchasers for additional references for consideration.

**Phase 2**

## (MS 400) Proof of Concept (POC)

CTS at its sole discretion may elect to select the top 2 scoring finalists to conduct a proof of concept as part of the evaluation process. If CTS elects to hold a proof of concept, it will contact the top 2 scoring Vendors and provide the list of user scenarios for the POC. Vendors must assure that they are ready, willing and able to conduct a proof of concept with CTS. Representations made by the Vendor during the proof of concept will be considered binding.

The POC is a technical validation of the Vendor’s proposed MFT solution and verifies functionality, throughput and scalability, amongst other features and functions. The POC can be met through the vendor’s trial software as long as all identified use cases can be met.

Vendor will produce and deliver a Proof of Concept – a working “mini” version of the product. The POC must be delivered in a production sandbox or test environment which includes final features, integration with SSO, and reports and results verification.

Vendor acknowledges the POC will be used to determine if the proposed vendor solution is acceptable, meets the requirements as defined in this RFP and the intended outcome of the POC can be realized if development moves forward in a follow-on contract.

The parties may determine to re-design the proposed solution upon review of the POC. In such an event, the parties will negotiate in good faith any modifications to the design, the development plan, or the development budget.

**Production Feasibility**

The state and Vendor will assess the proposed solution performance during the proof of concept and evaluate the scope of effort to implement a full integration of the proposed product.

Vendor will provide consulting and support to define feasibility for a full production implementation at no additional cost to the state.

**SECTION 5—TECHNICAL AND SERVICE REQUIREMENTS**

COMPLIANCE WITH ALL SECTIONS OF SECTION 3 IS REQUIRED. FAILURE TO FOLLOW THESE ADMINISTRATIVE REQUIREMENTS MAY RESULT IN IMMEDIATE DISQUALIFICATION.

## (MS 10) Deployment Requirement

Identify the available deployment models for your solution (on-premise, SaaS, etc.) Describe any exceptions to the below deployment models your company offers.

|  |  |  |
| --- | --- | --- |
| **Deployment Models** | **Available** | **Not Offered** |
| On-Premises Model – Perpetual License | [ ]  | [ ]  |
| On-Premises Model – Annual License | [ ]  | [ ]  |
| Software-as-a-Service | [ ]  | [ ]  |
| Other (please specify) | [ ]  | [ ]  |

## (MS 35) Minimum Requirements

The MFT solution must meet the minimum requirements listed below. Vendor must describe in detail how their MFT solution meets each of the Minimum Requirements:

# Must routinely support large file transfer, up to and including at least 200GB, without impacting performance.

# Must provide a cluster enabled application infrastructure environment.

# Must be able to provide at a minimum 20,000 files per hour at peak volume.

*

## (MS 150) Access Functionality Requirements

The MFT solution must be able to provide the following access functionality. Describe how your proposed solution provides the following functionality:

# A web interface for file transfer.

# A screen reader compliance with Section 508.

# Authentication via Active Directory.

# Authentication via LDAP.

# Authentication via Local Password.

# Authentication via SSH Key.

# Authentication via SSL Certificate.

# Authentication supporting Multifactor Authentication with granularity down to user account level.

#  Integration with Single Sign-On providers such as Secure Access Washington (SAW) and Active Directory Federated Service (ADFS).

# “ad-hoc” file transfers.

# “ad-hoc” access from Single Sign-on (SSO) providers.

# Account administration based on domain and role.

# Authentication with a token or pre-shared key.

# Support for granular folder access based on account.

# Notification that accounts are pending expiration of authentication email and/or SMS.

## (MS 40) Data Security Functionality Requirements

The MFT solution must provide the following data security functionality. Describe how your proposed solution provides the following functionality:

# Data encryption in-flight and at-rest.

# Verification and reports on integrity of data transferred.

# Segregation transferred data by domain.

# Support for external proxies and load-balancers.

## (MS 40) Reporting Functionality Requirements

The MFT solution must provide the following reporting functionality. Describe how your proposed solution provides the following functionality:

# Real time reporting of account activity based on domain, with filtering based on time, login success, login failures, account name. Including the source of the connection.

# Real time transfer activity reporting based on domain, with filtering based on time, account, status & file name. Reporting tools dashboards, email alerts and SMS messages.

# Audit reports of transfer history based on domain, with filtering based on time, account, status & file name.

# Account administration auditing based on domain, with filtering based on time, end user account, administration account, status & file name. Including detail on changed made.

## (MS 60) File Transfer Functionality Requirements

The MFT solution must provide the following file transfer functionality. Describe how your proposed solution provides the following functionality:

# Client file transfer utilizing HTTPS, FTPS, SFTP/SSH and various protocols.

# Application workflow processes to move, transfer, rename file, based on transfer activity and/or time including file name subset and/or folder.

# Ability to process large numbers of files within a single session.

# Allows Transfer/Display files based on time, filename and subset of file name.

# Ability to process files with client resume function.

# Allows Push/Pull transfers from multiple platforms, AWS, Azure, servers, and various storages.

## (MS 160) User Verification Functionality Requirements

Vendor must provide the following user verification functionality. Describe how your proposed solution provides the following functionality:

# Https access with file upload/download.

# SSH/SFTP access with file upload/download.

# FTPS access with file upload/download.

# Can process transfers for over 20,000 files per hour.

# Allows single file at a minimum of 200GB.

# Allows the creation of two accounts within a shared folder.

# Allows the creation of two accounts with renamed file name.

# Allows the creation of two accounts with file transfer and/or move based on folder placement and/or file name.

## (MS 40) Internal Security Review Functionality Requirements

The MFT solution must provide the following internal security review functionality. Describe how your proposed solution provides the following functionality:

# Allows for world-wide geographical access.

# Ability to white-list areas outside the United States and Canada.

# Service Account authentication for internal SGN.

5.6.4 Meets [Office of the Chief Information Officer 141.10](https://ocio.wa.gov/policy/securing-information-technology-assets-standards) authentication standards.

## (MS 40) User Account Migration Requirements

# Vendor must be able to import the existing user accounts from current solution. Current number of user accounts is 20,000 and growing.

# Describe your approach to migrate the existing user accounts.

# Provide details on the technical tasks that will need to be completed to support this work.

# Provide details on the impact to the end users impacted by the migration.

## (MS 40) Solution Implementation Requirements

# Describe in detail what the infrastructure requirements are for installation of the Vendor application components.

# Describe in detail the installation process for the Vendor application.

# Describe in detail the training required for state staff to maintain and rollout the Vendor solution to:

# CTS staff who will be the top-level administrator of the Vendor solution.

# End users who have been migrated over from the existing solution to the Vendor solution.

5.6.4 Describe in detail the responsibilities of the vendor’s implementation approach.

## (M) Service Levels and Service Availability

# Vendor must provide a current copy of the vendor standard service-level-agreements (SLA’s) with the Vendor’s RFP response.

# The MFT solution must be available twenty (24) hours-per-day, seven (7) days-per-week, three hundred sixty five (365) days-per-year.

## (MS) Regulatory Compliance Requirements

Describe how your solution complies with the following compliance requirements:

# (MS10) Health Insurance Portability and Accountability Act (HIPAA) compliance

# (MS10) Criminal Justice Information Services (CJIS) compliance

# (MS10) Federal Information Security Management Act (FISMA) compliance

# (MS10) Washington State Office of the Chief Information Officer (OCIO) [Securing Information Technology Assets Standards Policy 141.10](http://www.ocio.wa.gov/policy/securing-information-technology-assets-standards) compliance

# (MS10) Service Organization Control (SOC) 1 & 2 compliance

# (MS10) NIST SP 800-53 version 4

# (MS10) FIPS Publication 200

# (MS10) IRS Publication 1075

# (MS10) Provide yearly SSAE 16 - SOC 2 Reports – or its then current equivalent - to CTS.

# (MS10) Latest Statement on Standards for Attestation Engagements Number 16 (SSAE 16), SOC 2 report.

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

**Submission of a Response to CTS indicates that the 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 Services and products 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.

## Vendor Cost Proposal Form

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

## Responses

Responses must be complete and include pricing for all tasks and deliverables. All costs for items necessary to perform the services described in the Statement of Work must be presented. 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 must be identified and included in prices set forth in the Appendix E *Cost Proposal Form*. 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 will *not* reimburse Vendor for travel expenses.

## Price Protection

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

**SECTION 7- EVALUATION**

## Overview

The Vendor who meets all of the RFP requirements and receives the highest number of total points as described below will be declared the ASV and 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 (M) and Mandatory Scored (MS) requirements. Only Responses meeting all Mandatory (M) and Mandatory Scored (MS) requirements will be further evaluated.

The State reserves the right to determine at its sole discretion whether Vendor’s response to a (M) and/or (MS) 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 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) or failing any Mandatory (M) Requirement will be disqualified.

## Substantive Evaluation

1. **Section 5, Technical and Service Requirement review by Evaluation team**

Each scored element in the Technical and Service Requirements section of the Response will be given a score by each technical evaluation team evaluator. 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 technical requirement. For example, if a response is worth 10 points, a scale of zero to ten will be used, defined as follows:

| **Score** | **Description** | **Discussion** |
| --- | --- | --- |
| 0 | No value | Bidder has omitted any discussion of this requirement or the information provided is of no value.  |
| 1-3 | Poor | Vendor has not fully established the capability to perform the requirement, has marginally described its approach, or has simply restated the requirement.  |
| 4-6 | Average | Vendor has an acceptable capability or solution to meet this criterion and has described its approach in sufficient detail to be considered "as meeting minimum requirements". |
| 7-9 | Good | Vendor has demonstrated an above-average capability, approach, or solution and has provided a complete description of the capability, approach, or solution. |
| 10 | Excellent | Vendor has provided an innovative, detailed, efficient approach or established, by references and presentation of material, far superior capability in this area. |

CTS will review all mathematical computations and will allocate 110 points to the Vendor with the highest Vendor Average Technical Response Score (TRS). The point value for every other bid will be calculated using the ratio of each Vendor’s Average TRS to the highest Vendor’s Average TRS. This ratio will be multiplied by the 715 points allocated for Technical and Service Requirements to arrive at the total score for each Vendor.

|  |
| --- |
| Vendor’s Average TRS x 715 points = **Technical Score**Highest Vendor’s Average |

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 5 Year Grand Total Price Proposal x 400 = **Fixed Price Score**Vendor’s 5 Year Grand Total Price Proposal |

## Step 3 Proof of Concept

CTS will, after evaluating the written proposals, schedule a proof of concept with the top 2 scoring finalists.

Final points for the proof of concept 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*.

|  |
| --- |
| Vendor’s Proof of Concept Score x 400 = **Proof of Concept Score**Highest Proof of Concept 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*** Technical and Service Requirements (Section 5)
* Financial Proposal (Section 6)
 | 715 points400 points |
| Phase I Subtotal | 1115 points |
| **PHASE II-** Proof of Concept | 400 points |
| Phase II Subtotal | 400 points |
| TOTAL | 1515 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) + (Financial Score) + (Proof of Concept Score)  |

## Selection of Apparently Successful Vendor

The Vendor with the highest Vendor total scorewill be declared the ASV. CTS will enter into contract negotiations with the ASV. Should contract negotiations fail to be completed as described in Section 7.8, CTS may immediately cease contract negotiations and declare the Vendor with the second highest score as the new ASV and enter into contract negotiations with that Vendor. This process will continue until (1) the Contract is 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 Vendor (ASV), CTS will enter into contract negotiations with the ASV. 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 one (1) calendar day of announcement of the ASV. 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 day time 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

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 offeror 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 offeror, directly or indirectly, to any other offeror or competitor before Contract award unless otherwise required by law. No attempt has been made or will be made by the offeror 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 *30* days following the Response Due Date specified in the RFPQ, 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 *30* day period. In the case of protest, your Response will remain valid for *60* days or until the protest is resolved, whichever is later.

In preparing this Response, we have not been assisted by any current or former employee of the 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: <http://cts.wa.gov/procurement/procurement.aspx>

**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 Chief Legal Services Officer 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 Chief Legal Services Officer 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 Chief Legal Services Officer, whose opinion is final.

Vendors may appeal the Chief Legal Service Officer’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 Chief Legal Service Officer’s decision. Decisions made by the Director or designee are final.

In the event the Chief Legal Service Officer 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**

 **(MS 400) COST PROPOSAL FORM**

### **Section A Budget & Estimated Pricing**

All vendors must fill out the following cost breakdown for the implementation of their solution as described in this RFP and in Vendor’s response to this RFP.

Identify the deployment models available for your solution.

|  |  |  |
| --- | --- | --- |
| **Deployment Models** | **Available** | **Not Offered** |
| On-Premises Model – Perpetual License | [ ]  | [ ]  |
| On-Premises Model – Annual License | [ ]  | [ ]  |
| Software-as-a-Service | [ ]  | [ ]  |
| Other (please specify) | [ ]  | [ ]  |

### **Section B Cost of Vendor Solution**

For all available deployment models, provide a five-year cost summary as displayed below. Vendors may only enter data in the yellow shaded fields in the table below. Complete all costs for 5 years that apply in the table below:

|  |
| --- |
| **Five-Year Total Cost Summary** |
| **Costs** | **Total** | **Year 1** | **Year 2** | **Year 3** | **Year 4** | **Year 5** |
| Hardware |  |  |  |  |  |  |
| Software Licensing |  |  |  |  |  |  |
| Third-Party Software (Middleware)  |  |  |  |  |  |  |
| Installation |  |  |  |  |  |  |
| Legacy Data Loading |  |  |  |  |  |  |
| Importing of Organizational Structure  |  |  |  |  |  |  |
| Maintenance |  |  |  |  |  |  |
| Documentation & Training |  |  |  |  |  |  |
| Project Management |  |  |  |  |  |  |
| Professional Services |  |  |  |  |  |  |
| Miscellaneous |  |  |  |  |  |  |
| **Total:** |  |  |  |  |  |  |
| **Grand Total for 5 year costs** |  |

**Category Definitions for Cost Proposal Form**

**Hardware:** List, describe, and record the cost of each piece of hardware that is required to optimally run the software.

**Software Licensing:** List, describe, and record the licensing, implementation, maintenance, support, and training fees associated with your proposed software.

**Third-Party Software (Middleware):** List, describe, and record the cost of each piece of software (including operating systems) that is required to optimally run the software.

**Installation:** Describe any labor, equipment, supplies, or other costs associated with installing your proposed software.

**Integration:** Describe any labor, equipment, supplies, or other costs associated with integrating into the organization’s current architecture and back-end systems.

**Legacy Data Loading:** Describe any labor, equipment, or other costs associated with importing legacy data from current systems into the new system.

**Maintenance:** Describe and cost out any other ongoing costs associated with the operation and maintenance of your proposed.

**Documentation & Training:** If there are fees associated with your user or technical documentation, list them here. Include training is statement

**Project Management:** If there are project management fees associated with your proposed software, list and describe them here.

**Miscellaneous:** List and describe any other costs associated with your proposed software solution.

**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 acceptable.

APPENDIX G

**Statement of Work 1**

**to**

**Contract Number *[XXX-XXX-XXX]***

**for**

***Managed File Transfer Modernization Solution***

This Statement of Work (SOW) is made and entered by and between Consolidated Technology Services(Purchaser or CTS), and *[Vendor]* (Vendor), for Managed File Transfer solution. This SOW incorporates by reference the terms and conditions of Contract Number *[XXX-XXX-XXX]* in effect between CTS and Vendor. In case of any conflict between this SOW and the Contract, the Contract shall prevail. Purchaser and Vendor agree as follows:

**Project or Task Objectives**

Modern Managed Transfer Solution in place and performing to documented requirements with all current Secure File Transfer users migrated to the new application.

**Scope of Work and Deliverables**

Vendor shall provide Services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1. **Migration and Deployment Plan of Action and Milestones**

A deployment plan will be provided by vendor to include a list of required infrastructure resources, installation, initial testing, and cutover from Axway Secure Transport.

1. **Operations Plan**

Vendor will provide a list of best practices and resources provided by vendor, including support model. This will also include a post implementation plan including ongoing support level, maintenance, and licensing costs.

1. **Solution Deployment**

Vendor will assist CTS with the Managed File Transfer solution implementation, configuration, and migration from the old platform to the new solution.

1. **Training documentation for agency administrators**

Vendor will provide or create training resources for agency administrators and delegated administrators.

**Timeline and Period of Performance**

The period of performance for this project will start on *[mm/dd/yyyy]* and the work tasks are estimated to continue through *[mm/dd/yyyy]*. Purchaser has the right to extend or terminate this SOW at its sole discretion.

**Compensation and Payment**

1. Purchaser shall pay Vendor an amount not to exceed *[\_\_\_\_\_\_\_\_]* dollars *($\_\_\_) [specify maximum dollar amount]* for the performance of all activities necessary for or incidental to the performance of work as set forth in this SOW. Vendor’s compensation for services rendered shall be based on Vendor’s Prices as set forth in the Contract’s Schedule A, *Authorized Services and Price List* as follows:

*[List detail of compensation to be paid, e.g., hourly rates, number of hours per task, unit prices, cost per task, cost per deliverable, etc.]*

1. *[Expenses are optional. Travel costs are the most common reimbursable expense. If no travel is expected, insert a statement to that effect, e.g. “All activities are expected to take place in the greater (fill in location) area; thus, no travel expenses are expected or authorized.” If Purchaser agrees to reimburse travel costs, include the following language.]*
2. Purchaser shall not reimburse Vendor for travel and other expenses.
3. **Vendor Staff, Roles and Responsibilities**

*[Identify Vendor staff who will be involved, naming individuals key to the project, and describe in detail their roles and responsibilities.]*

**Purchaser Staff, Roles and Responsibilities**

*[Identify Purchaser staff who will be involved and describe in detail their roles and responsibilities.]*

**Additional Terms and Conditions Specific to this SOW**

*[State additional terms and conditions specific to this SOW not found in Contract, if any.]*

***In Witness Whereof***, the parties hereto, having read this SOW 1 to Contract Number *[XXX-XXX-XXX]* in its entirety, do agree thereto in each and every particular.

|  |  |  |
| --- | --- | --- |
| **Approved** |  | **Approved** |
| Consolidated Technology Services |  | *[Vendor]* |
|  |  |  |
| *Signature* |  | *Signature* |
|  |  |  |
| *Print or Type Name* |  | *Print or Type Name* |
| *Title Date* |  | *Title Date* |

**APPENDIX H**

**Vendor Client Reference Form**

Name of vendor for whom reference is given: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Your entity name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Your name and title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Vendor: Telephone number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ E-Mail address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**For each of the questions, please rate the response on the following scale and provide any comments you wish to add.**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | ***0*** | ***1*** | ***2*** | ***3*** | ***4*** | ***5*** |
|  | ***Unsatisfactory*** | ***Below Average*** | ***Average*** | ***Above Average*** | ***Exceptional*** | ***Best*** |

1.      Describe the services provided by this vendor to your organization and your relationship with the vendor.  What deliverables did the vendor produce as part of their services?

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2.      How long did you received services from the vendor? Did the vendor meet all timelines as promised?

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3.      Did the vendor perform as expected/required?

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4.      How would you rate the vendor’s interactions with project team members, Executive Sponsors, Steering Committees and other key stakeholders?

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5.      How would you rate the experience of the vendor staff providing services to your organization?

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6.      What did you consider to be the vendor’s strengths?

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7.      What do you consider to be the vendor’s opportunities for improvement?

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8.      What would you do differently if you were to engage with this vendor again?

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9.      Any other information that you would like to share about the vendor:

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