**Request for Proposal Number**

**23-RFP-001**

**For**

**High Resolution Land Cover Data Acquisition**

**By the**

**Washington State**

**Consolidated Technology Services**

**Released: March 23, 2023**

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**SECTION 1**

# INTRODUCTION

Responding Vendors are strongly encouraged to read this RFP thoroughly and completely.

## 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/).

The High Resolution Land Cover Data Acquisition is a new procurement for the State of Washington. This RFP is to acquire high resolution land cover data based on existing imagery. Details on land cover data products to be purchased and licensed are detailed in section 5 below.

## 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 when 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’s 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.

## Business Objective

Consolidated Technology Services (CTS) is initiating this Request for Proposals (RFP) for high resolution land cover vector products for use by state agencies and Raster data available for publishing as open data. .

## Contract Term

It is anticipated that the Initial Term of the resulting Contract will be through **June 1, 2024** commencing on the effective date of the Contract. It is anticipated that the contract may be extended at CTS’ sole option for up to an additional four (4) years.

## Definitions

**“Apparently Successful Vendor”** (**ASV**) shall mean the Vendor(s) who: best meets all the requirements of this RFP and is selected to provide the service.

**“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.

**“Desirable Scored” or “(DS)”** shall mean that answering is optional, and the Response will be scored.

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

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

**“Purchaser”** shall mean the Consolidated Technology Services.

**“RCW”** means the Revised Code of Washington.

“**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 a product, combination of products, services, or a mix of products and services that an original equipment manufacturer, vendor, service provider or value added reseller offers to customers to address a specific business problem or scenario. The requirements stated must be part of the Solution that is commercially available at the time of the Vendor’s response to the RFP. Functionality and requirements may not be on the Vendor’s roadmap or soon to be released.

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

## Overview of Solicitation Process

The evaluation process applies successive rounds of evaluation that will narrow the pool of competitors to assure only the highest scoring finalists’ move to the next Round in the evaluation process. CTS, at its sole discretion, will determine the number of top scoring competitors 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 Round 3. The financial review will look at commercial risk and cost analysis of all pricing, project schedules, terms and conditions 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: Demonstrations and reference check.

Step 3 is discretionary. If CTS chooses to move forward with a Step 3, CTS will interview 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 as a result of this procurement is contingent upon the availability of funding.

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**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.

|  |  |
| --- | --- |
| **EVENT** | **DATE** |
| RFP Issued | Thursday, March 23rd, 2023 |
| Final Vendor Questions and Commentsdue by NOON | Wednesday, March 29th, 2023 |
| State’s Final Written Answers issued | Thursday, March 30th, 2023 |
| Responses due by NOON | Tuesday, April 11th, 2023 |
| Evaluation period begins | Wednesday, April 12th 2023 |
| Financial review begins | Thursday-Tuesday, April 13th-18th, 2023 |
| Top finalists demonstrations and reference check (optional) | Wednesday, April 19th, 2023  |
| Announcement of ASV | Thursday, April 27th 2023 |
| Vendor Request for Optional Debriefing due | Monday, May 1st, 2023  |
| Optional Vendor Debriefings | Wednesday May 3rd, 2023  |
| Contract available for work to begin on or before  | Thursday May 11th, 2023  |

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**CTS reserves the right to revise the above schedule.**

**SECTION 3**

# INSTRUCTIONS TO RESPONDING VENDORS

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## 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

## 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.

Except as otherwise stated below, the Chief Legal Services Officer will review protests on behalf of the agency. Vendors may appeal the Chief Legal Service Officer’s determination, on purchases over $100,000, by submitting an appeal in writing to the Director. An appeal shall be filed no later than five (5) business days after the Chief Legal Service Officer’s decision. Decisions made by the Director or designee are final.

## 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 cost response in a completed Appendix E, *Cost Proposal Form*
* Vendor’s signed and completed Appendix A, *Certifications and Assurances*
* Vendor’s exceptions and/or proposed revisions to Appendix B, *Proposed Contract*
* Vendor’s Appendix C, *MWBE Certification*, 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, a representative authorized to bind the company to the offer must sign Certifications and Assurances.

Vendor must respond to each 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 mathematical 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 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) 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’s 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 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 the 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. The ASV will be the respondent who: (1) meets all the requirements of this RFP; and (2) receives the highest number of total points as described herein.

**SECTION** **4**

# VENDOR REQUIREMENTS

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## (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.

## (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 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, and if they are being used, Vendor must list them in response to this subsection. CTS reserves the right to approve or reject any and all Subcontractors that Vendor proposes. Any Subcontractors engaged after award of the Contract must be pre-approved, in writing, by CTS.

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 Software/Services requested by this RFP experienced by the Vendor in the past five (5) years, including the other party’s name, address and telephone number. If the Vendor has experienced no such Terminations for Default in the past five years, they must so declare. If the Vendor has been suspended or debarred by the Department of Enterprise Services, they must 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.

## (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.

***RFP Scoring Phase II- OPTIONAL FOR CTS***

## (MS 100) Client References

CTS at its sole discretion may elect to check the references provided for the top scoring vendor 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 three (3) representative customers. References must be for projects that are of a similar size and scope of the project anticipated in this RFP.

The Services purchased by these clients should be similar to those requested by this RFP.

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

CTS may contact, at its discretion, 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 an 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 Reference. CTS also reserves the right to contact other Vendor Purchasers for additional references for consideration.

## (MS 200) Demonstration’s

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 demonstrations, it will contact 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 demonstrations via Teams on the dates stated in Section 2. It is the Vendor’s responsibility to have computers and software capable of accessing a Teams meeting. **In its RFP response, Vendor must acknowledge its availability.**

**SECTION 5**

# EXPERIENCE, SKILLS AND APPROACH

Respond to the following requirements per the instructions in Section 3.

1.

## (MS 1500) Minimum Requirements

|  |  |  |  |
| --- | --- | --- | --- |
| Number | Type | Score | Description |
| Interior Washington Raster Land Cover Data \*refer to Figure 1 showing remaining area for raster land cover data |
| 1 | Pass/Fail |  | Final product delivered to state of Washington by June 20, 2023. |
| 2 | Pass/Fail |  | Raster data must be consistent with the relevant NOAA C-CAP program schema for the following components: 1) Impervious surfaces, 2) Tree Canopy (>15ft), 3) Shrub (>3 ft <15 ft), and 4) Open Water,  |
| 3 | Mandatory - Scored  | (MS 200) | State the minimum mapping unit,and definition/ parameters of the raster component layers above to be classified. Include year and quality of the baseline imagery data to be used. |
| 4 | Mandatory - Scored | (MS 200) | Describe how the following features are classified as Impervious surface, tree canopy, shrub, or open water:  artificial turf, clay tennis courts swimming pools, railroads, rock jetties, riprap, docks, temporary structures, and bare roads. |
| 5 | Mandatory Scored | (MS 100) | Describe accuracy and QA assessments conducted to verify land cover. |
| Statewide Vector Land Cover Data |
| 6 | Pass/Fail |  | Final product delivered to state of Washington by June 20, 2023. |
| 7 | Pass/Fail |  | Vector Land Cover Data must include the following layers:1. Buildings, 2) Roads, 3) Driveway, 4)Parking, 5) Sidewalk, 6) Pavement, 7) Swimming Pools, 8) Sports field- paved, 9) Sports field – unpaved, 10) Bridges, 11) Railway, 12) Open Water, 13) Forest, 14) Tree Canopy – overlapping polygons, 15) Grass, and 16) Bareland
 |
| 8 | Mandatory Scored  | (MS 200) | State the minimum mapping unit and definition/ parameters of the raster component layers above to be classified. Include Year and quality of the baseline imagery data to be used. |
| 9 | Mandatory Scored | (MS 100) | Describe accuracy and QA assessments conducted to verify land cover. |
| Deliverables and Licensing Requirements |
| 10 | Pass/Fail  |  | One copy of land cover raster and vector data layers in Washington Stateplane South HARN to CTS for on-site hosting in GIS standard formats and via hard drive or secure data download. |
| 11 | Mandatory - Scored | (MS 100) | Draft deliverables including metadata and definition of parameters used to delineate the individual layers for review and feedback from the state of Washington. |
| 12 | Mandatory - Scored | (MS 300) | Final revised deliverables including metadata and final memo stating progress, general methodology, definition of parameters used to delineate the individual layers by June 20, 2023 |
| 13 | Pass/Fail |  | Raster data must be available for publishing to open data. |
| 14 | Pass/Fail |  | Vector licensing must allow all Washington State Agencies to have access to land cover data. |
| 15 | Pass/Fail |  | Vector licensing must allow enrichment of data, such as adding attributes to the vector layer for state business. |
| 16 | Pass/Fail |  | Any commercial firm doing work on behalf of Washington State Agencies will be able to access the data for the duration of that contracted work. |
| 17 | Pass/Fail |  | The licensing must allow the vector data to be displayed in public facing applications, with no downloading of original data.  |
| 18 | Mandatory - Scored  | (MS 300) | Provide copy of end user license agreement |
| 19 | Non-scored Item |  | Describe options for local or tribal government entities to purchase the vector land cover data for their jurisdictions.  |



Figure 1. Yellow area- approximate area needed for raster data land cover.

**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.

## (MS 500) Vendor Cost Proposal Form

Vendor must include in its Response a completed *Cost Proposal Form for the Fixed Price Planning Deliverable and Hourly Rate* sections contained in Appendix E. The *Cost Proposal Form* will be the basis for evaluation of the Financial Response as specified in Section 7.

## (M) Responses

Responses must be complete and include pricing for all tasks and deliverables. Present all costs for items necessary to perform the services described in the Statement of Work. 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.

## (M) Taxes

Vendor must collect and report all applicable state taxes as set forth in Section 4.2, *Vendor Licensed to do Business in Washington*.

## (M) Presentation of All Cost Components

Identify all elements of recurring and non-recurring costs and include prices set forth in the Vendor Cost Proposal Form (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.

Please do not include travel fees. CTS shall reimburse Vendor for travel and other expenses in accordance with the then-current rules and regulations set forth in the Washington State Administrative and Accounting Manual (<http://www.ofm.wa.gov/policy/contents.asp>)

Vendor shall provide a detailed itemization of expenses, including description, amounts and dates, and receipts for amounts of fifty dollars ($50) or more when requesting reimbursement under the authorizing SOW.

## (M) Price Protection

For the entire initial term of the Contract, the Vendor must guarantee to provide the Services at the proposed price 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

The RFP Coordinator will review responses to determine 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 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 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.

## Evaluation of Step 2

1. Section 4- Mandatory Requirement review by Evaluation team.
2. Section 5, Experience and Skill Qualifications Evaluation

Each scored element in the Experience and Skill Qualifications 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 | Vendor 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 1500 points to the Vendor with the highest Vendor Average 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 1500 points allocated for Experience and Skill Qualification Requirements to arrive at the total score for each Vendor.

|  |
| --- |
| Vendor’s Average TRS x 1500 points = **Vendor’s Total TRS**Highest Vendor’s Average |

b) 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 Raster File Proposal x 200 = Score for Raster filesVendor’s Total Raster File Proposal |

|  |
| --- |
| Lowest Total Vector File Proposal x 300 = Score for Vector filesVendor’s Total Vector File Proposal |

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

## Step 3 Evaluations – Client References and Demonstrations (Optional)

* + - 1. Client References

The RFQ Coordinator will calculate the scores for each *Client Reference Form*, Appendix G. The total scores of each Vendor’s Client References will be summed together and a Vendor’s average score will be calculated (Step 1). Each Vendor’s Average Score will be valued using the score of the highest scored vendor to determine each Vendor’s Reference Score (Step 2). The Vendor’s Reference Score will be used in the calculation of Vendor’s total score, as set forth in Section 7.8, *Vendor Total Score*.

Step 1

|  |
| --- |
| References Total Scores = Vendor’s Average ScoreNumber of Vendor’s References |

Step 2

|  |
| --- |
| Vendor’s Average Score x 100 = **Client Reference Score**Highest Vendor Average Score |

* + - 1. Demonstrations

CTS may elect, after evaluating the written proposals, to schedule Demonstrations of the top scoring finalists.

Final points for the Demonstrations 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’ Phase II Scores = Vendor’s Avg. Phase II ScoreNumber of Evaluators |

|  |
| --- |
| Vendor’s Avg. Phase II Score x 200 = **Phase II Score**Highest Avg. Phase II 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)
 | 1500 points500 points |
| Phase I Subtotal | 2000 points |
| **PHASE II- optional for CTS*** Client References (Section 4.5)
* Demonstrations (Section 4.6)
 | 100 points200 points |
| Phase II Subtotal | 300 points |
| TOTAL | 2300 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** = (TRS) + (Financial Score) + (Optional Phase 2 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, 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 period, 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 offer or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered. The prices in this Response have not been and will not be knowingly disclosed by the offer, directly or indirectly, to any other offer or competitor before Contract award unless otherwise required by law. No attempt has been made or will be made by the offer to induce any other concern to submit or not to submit an offer for restricting competition. However, we may freely join with other persons or organizations for 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 *120* 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 micheal.callahan@cts.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 five 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. Only the Chief Legal Services Officer, whose opinion is final, shall review exempt Purchases under $100,000.

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 five 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, a CTS senior level manager appointed by the Deputy Director will manage the protest or appeal. This individual must not be involved with the business that is the subject matter of the protest appeal.

APPENDIX E

**(MS 500) COST PROPOSAL FORM**

Please complete the following Cost Model pursuant to the instruction in the RFP. Please note- CTS is not able to prepay more than twelve months for software & software maintenance.

**(MS 500) SECTION A – Product Costs**

For each item listed below, for the quantity specified for each SKU/Product ID, provide costs and discounts in the blocks below titled “Total List Price”, “Discount %” and “Total Price”. In the figure in the shaded box below for the items and quantities listed. The Discount Minimums provided in Section A will be offered during the Initial Term.

**A.1 Imagery Product Purchase**

|  |  |  |
| --- | --- | --- |
| **Score**  | **Item** | **Total Price (Including Tax)** |
| (MS 200) | Price for Raster files  |  |
| (MS 300) | Price for Vector files  |  |

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. Do not 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 the stated requirements.

**APPENDIX G**

**Vendor Client Reference Form**

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

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. What were you hoping to achieve by hiring the vendor’s services? Do you feel you achieved them?

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. What would you wish had been different about your project or your relationship with the vendor? If you could have changed one thing, what would it have been?

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. How long did it take before you saw the results of the project? Did the vendor stay on schedule? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. How did you know when the vendor succeeded at what was promised?

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. How well did they understand your needs?

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. How did they handle conflict-resolution?

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. What was their response time to your questions or requests?

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. Did the vendor exceed your expectations?

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. Is there anything else I should consider before I hire this vendor?

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. Would you hire this vendor again? Do you have plans to hire them again?

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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