

**State of Washington  
Office of Financial Management**

**Request for Proposals #16-900  
for  
Facilities Portfolio Management Tool**

**Released on: May 13, 2016**

**Due Date: June 10, 2016 by 3:30 PM, Pacific Time**

**WASHINGTON ELECTRONIC BUSINESS SOLUTION.** The contents of this RFP and any addenda issued will be available on Washington Electronic Business Solution (WEBS). The document(s) will be available in standard Microsoft Office and Adobe Acrobat formats. Bidders are solely responsible for:

Properly registering with Washington's Electronic Business Solution (WEBS) at:  
<https://fortress.wa.gov/ga/webs/> and maintaining an accurate Vendor profile in WEBS.

Downloading this solicitation consisting of the RFP, all Appendices, and incorporated documents related to the RFP, for which you are interested in bidding.

Downloading all Addenda to the RFP to ensure receipt of all RFP updates and revisions.

WEBS notification via email of Addenda to the RFP will only be provided to those Bidders who have registered with WEBS and have **downloaded the RFP from WEBS**. Bidders must check their email spam filters to ensure receipt of WEBS email notifications. Failure to do so may result in a Bidder having incomplete, inaccurate or otherwise inadequate information for bidding. When registering or updating your profile, use the following WEBS Commodity Codes for this RFP:

**208-76 – Real Estate/Property Management**

**920-29 – Facilities Management Services**

**958-05 - Asset Management Services**

**958-15 - Building and Facilities Management Services**

**Bidder Eligibility:** This procurement is open to those Bidders that satisfy the minimum qualifications stated herein and that are available to work in Washington State.

**Americans with Disabilities Act:** OFM complies with the Americans with Disabilities Act (ADA). Bidders may contact the RFP Coordinator to receive this RFP in Braille or on tape.

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## **1 Introduction**

### **1.1 Purpose**

The purpose of this Request for Proposal (RFP) is for the Washington State Office of Financial Management, hereafter called “OFM”, to procure a hosted, web-based Facilities Portfolio Management Tool (FPMT) and the technical expertise for implementation and support. Statewide facilities inventory data is used by the Office of Financial Management (OFM) and state agencies to conduct thorough analysis, long-term planning, and portfolio management of state facilities, as required by chapter 43.82 RCW.

### **1.2 Objectives and Scope of Work**

The State’s objective is to acquire a facility portfolio management tool to:

1. Improve the accuracy of the state’s facilities inventory by acquiring a common tool for the collection, validation, and storage of data from all reporting state agencies.
2. Reduce OFM and reporting state agencies’ staff time associated with the annual facilities inventory process.
3. Improve OFM ability to use its inventory data to conduct analysis and make space use and cost-efficiencies decisions.

OFM anticipates awarding a contract to the bidder that can best:

1. Provide a stable, hosted, web-based Facilities Portfolio Management Tool, with implementation support, that meets OFM’s requirements.
2. Migrate all current state facilities inventory data into the new Facilities Portfolio Management Tool.
3. Provide standard and ad-hoc reports.
4. Provide training for power users and assist the state in developing training for all other users.
5. Provide support services for its technology solution.

### **1.3 Background**

The inventory of state owned and leased facilities used by state agencies represents a significant financial investment by the citizens of Washington. Washington’s facilities inventory includes approximately 112 million square feet of facilities. This includes 13.5 million square feet of leased space and 98.4 million square feet of owned space. The inventory contains more than 10,500 facilities records.

To understand and manage this investment, RCW 43.82.150 requires OFM to develop and maintain an inventory system of all facilities owned and leased by state government. OFM is currently manually gathering and maintaining facilities inventory data. A commonly used, comprehensive facilities inventory and portfolio management technology solution does not currently exist within the state enterprise. Approximately eighty (80) agencies, boards, commissions and institutions of higher education are required to report to OFM annually. Agencies currently use Microsoft Excel to report their facilities data. Spreadsheets for gathering the required data are transmitted to and from these organizations

through email. The process and tools used to maintain the inventory are cumbersome, require a large amount of staff time, limit the amount of data that can be gathered and analyzed, the frequency of reporting, and reporting capabilities.

The state of Washington employs a federated facility planning and management model for overseeing, managing, acquiring and disposing of the real estate in this inventory. OFM has responsibility for:

- Gathering statewide facilities inventory data from agencies (including location and related characteristics, condition, last major project information, and space use data),
- Establishing and enforcing statewide facilities policies and workplace strategies,
- Developing strategic facilities plans,
- Conducting analysis of facilities alternatives,
- Evaluating leasing and ownership alternatives,
- Reviewing (and where necessary developing) operating and capital budgets,
- Approving requests for new space, relocation, expansion and other complex real estate transactions,
- Facilitating decisions by the governor, legislature, and other key decision makers as needed, and
- Consulting on real estate transactions.

Upon approval from the governor, legislature, or OFM either individual state agencies or the Department of Enterprise Services (DES) will acquire, manage or dispose of facilities. The state agency that owns or leases the facility is responsible for day-to-day facilities operations under this model. The facilities inventory data is one of the primary sources of information used by OFM to fulfill its responsibilities.

More information about the State's facilities inventory is available at:

<http://www.ofm.wa.gov/budget/facilities/fis.asp>

More information about OFM's Facilities Oversight duties is available at:

<http://www.ofm.wa.gov/budget/facilities/facilityoversight.asp>

#### **1.4 Acquisition Authority**

OFM is issuing this RFP under the authority of [Chapter 39.26 of the Revised Code of Washington \(RCW\)](#).

#### **1.5 Contract Award and Term**

OFM intends to make a single award to a Bidder who will be responsible for the performance of the entire FPMT Project, pursuant to the final contract, including, but not limited to, implementation, hosting, and ongoing support and maintenance. OFM will consider the Bidder with whom a contract is signed ("Contractor") to be the prime contractor and sole point of contact with regard to all contractual matters, including any and all contract performance issues and obligations including those of Contractor's subcontractors, if any.

The initial term of the contract will be five (5) years commencing upon the date of last signature or the date set forth in the contract. Upon expiration of the initial term and at OFM's sole option, the parties may agree to extend the contract for up to two (2) year increments when it is in the state's best interest

to do so and the contractor is in compliance with performance standards.

**1.5.1 Term for Implementation and Setup**

The term of the implementation phase delivering the functionality described in section 1.2 Objectives and Scope of Work above is expected to be provided on or before June 30, 2017.

**1.5.2 Term of SaaS Services**

The term of the contract for SaaS Services including but not limited to software maintenance and support shall commence on the first business day after the date of acceptance of the initial Implementation and Setup phase.

**1.5.3 Additional Products and/or Services; Extensions**

OFM reserves the right to purchase subscriptions to additional products and/or purchase additional services within the scope of this RFP. If additional subscriptions or purchases are required, they shall be documented in amendments to the applicable contract document(s).

**1.6 Use of Subcontractors**

OFM will accept Proposals that include third party involvement only if the Bidder submitting the Proposal agrees to take complete responsibility for all actions of such Subcontractors. Bidders must state whether Subcontractors are/are not being used. Bidder must list Subcontractors in its response to this subsection. OFM reserves the right to approve or reject any and all Subcontractors that Bidder proposes. Any Subcontractors engaged after award of the Contract must be pre-approved, in writing, by OFM.

**1.7 Current or Former State Employees - Contracting Restrictions**

Specific restrictions apply to contracting with current or former state employees pursuant to Chapter 42.52RCW. Bidders should familiarize themselves with such requirements prior to submitting a Proposal. Bidder must state any current or former state employees who will be performing work on behalf of the Bidder under the contract resulting from this RFP.

**1.8 Funding**

The budget for the proposed implementation services is Two Hundred Forty Thousand Dollars (\$240,000.00). Proposals with prices in excess of this amount will be rejected as non-responsive and may not be evaluated.

The budget for the ongoing support services shall not exceed \$200,000 annually. Proposals with prices in excess of this amount for ongoing support services will be rejected as non-responsive and may not be evaluated. Compensation for work associated with this project will be based on the services provided at a cost established under the contract. Consultants are encouraged to submit proposals which are consistent with state government efforts to conserve state resources.

Any contract awarded as a result of this procurement is contingent upon the availability of funding. In the event additional funding becomes available, additional related services within the scope of this RFP may be awarded under the contract by mutual agreement. The state will be under no obligation to add such additional related services.

**1.9 Definitions**

**Agency** – The Office of Financial Management is the agency in the State of Washington that is issuing this RFP.

**ASB or Apparent Successful Bidder** – The firm or company whose proposal provides the best value in meeting the State’s needs and is selected to contract with OFM for the proposed solution, subject to completion of contract negotiations and execution of a written contract.

**Bid or Proposal** – A formal offer submitted in response to this RFP.

**Bidder** – Firm or company submitting a Bid or Proposal in response to this RFP.

**Contract** – The fully executed, written agreement between OFM and Apparently Successful Bidder setting out rights and responsibilities of the parties. The Contract includes, but is not limited to, terms and conditions, the RFP, the proposal, all appendices, and exhibits, associated Statements of Work, and all amendments awarded pursuant to this RFP.

**Contractor** – Firm or company whose bid has been awarded a fully executed, written Contract with OFM.

**Facilities Oversight** – A program within the Office of Financial Management that oversees real estate procurement and management by applying a statewide perspective to analysis, long-term planning, policy development and state facility portfolio management.

**Facility** - A constructed asset with a permanent roof which is for the shelter of persons, animals, plants, materials or equipment.

**Lease** - A legal contract by which property is conveyed to a person for a specified period, usually for rent.

**License** – The right to access and use the software delivered as a service under the Contract resulting from this RFP in the manner contemplated herein.

**OCIO or Office of the Chief Information Officer** - An office within Washington Technology Solutions, an agency of Washington state government, whose role is to create clarity and alignment for Information Technology (IT) investments by providing strategic direction and enterprise architecture; enabling standardization and consolidation of IT infrastructure; and establishing standards and policies for efficient and consistent operations.

**Requirement** – The business, technical and functional needs expressed by OFM within this RFP to support the successful implementation and use of the FPMT.

**RCW or Revised Code of Washington** - The Revised Code of Washington (RCW) is the compilation of all permanent Washington laws now in force. More information may be found at <http://apps.leg.wa.gov/rcw/>.

**SaaS or Software as a Service** – Refers to the proposed solution delivery method provided by a Bidder in which the Bidder manages the infrastructure and platforms on which the proposed solution runs. The proposed solution is accessed through a web browser or a lightweight desktop or mobile application, and the purchaser’s data is stored remotely on the Bidders infrastructure and platforms.

**Subcontractor** – One not in the employment of a contractor who is performing all or part of the business activities related to this RFP under a separate contract with the contractor.

**Sublease** - A Lease of property made by an entity who is a lessee or tenant of that property.

**2 Schedule: Key Events and Dates**

**ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES**

ACTIVITY	DATE
<b>OFM Issues Request for Proposals</b>	May 13, 2016
Bidder may <i>submit written questions</i> until 3:30 pm local time, Olympia, WA	May 24, 2016
OFM Issues written <i>Responses to questions</i>	May 26, 2016
Last day for <i>Complaints</i> – 3:30 pm local time Olympia, WA	June 2, 2016
<i>Bidder Proposals DUE</i> by 3:30 p.m. local time, Olympia, WA	June 10
<b>PHASE 1: Administrative and Written Responses Evaluation</b>	June 21 - 23, 2016
<b>Notification of Top Scoring Bidders</b> for Phase 2: Solution Demonstrations, Implementation Interviews, Reference Checks	June 23, 2016
<b>PHASE 2: Solution Demonstrations, Implementation Interviews, Reference Checks</b>	July 11, 12 & 14, 2016
<b>Reference checks</b>	July 15-21, 2016
<b>OFM notifies Apparently Successful Bidder and begins contract negotiations</b>	July 21, 2016
Unsuccessful Bidders may <i>request Debriefing until 3:30 local time</i> , Olympia, WA	July 27, 2016
OFM holds <i>debriefing conferences</i> , if requested	July 29, 2016
<i>Estimated start date of contract</i>	August 5, 2016

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

**Any such revision will be in writing with notification through WEBS. OFM will not be obligated to give such notification in any other manner.**

### **3 Procurement Process Instructions to Bidders**

This Section provides Bidders with an overall description of the procurement process, and instructions for responding to the RFP.

#### **3.1 RFP Coordinator**

Upon release of this RFP, all Bidder communications concerning this procurement must be directed to the RFP Coordinator listed below. Any unauthorized contact regarding this procurement with other state employees involved with the procurement may result in disqualification.

All oral communications will be considered unofficial and non-binding on the State. Bidders should rely only on written statements issued by the RFP Coordinator.

<b>Name</b>	<b>Bonnie Lindstrom, RFP Coordinator</b>
<b>E-Mail Address</b>	<b>Bonnie.lindstrom@ofm.wa.gov</b>
<b>Mailing Address</b>	<b>PO Box 43113, Olympia, WA 98504-3113</b>
<b>Physical Address for Delivery</b>	<b>302 Sid Snyder Ave. S.W., Third Floor, Olympia, WA 98504</b>
<b>Phone Number</b>	<b>360/902.0568</b>

Bidders must reference “RFP Number **16-900 Facilities Portfolio Management Tool**” in all communications to the RFP Coordinator.

#### **3.2 Bidder Questions and Answers**

Bidder questions regarding this RFP will be allowed until the date and time specified in [Section 2, Schedule: Key Events and Dates](#). Bidder questions must be submitted in writing (email is acceptable) to the RFP Coordinator. OFM will provide official written answers via addenda to the RFP for Bidder questions received by this deadline. All addenda will be posted on WEBS.

Bidders that submit questions will not be identified. Only written answers posted to WEBS will be considered official and binding.

#### **3.3 Bidder Complaints**

Bidders may submit specific complaints to the RFP Coordinator via email if Bidder believes the RFP:

- 1) Unduly constrains competition;
- 2) Evaluation or scoring process is unfair or flawed; or
- (3) Requirements are inadequate or insufficient to prepare a response.

Complaints must articulate clearly the basis for the complaint and a proposed remedy and must be submitted in writing via email to the RFP Coordinator by the date set forth in [Section 2, Schedule: Key Events and Dates](#). The procurement process will continue while the complaint is under review.

The RFP Coordinator will coordinate a review within OFM and reply to the Bidder in writing via email with its decision. In addition, the RFP Coordinator will post the response on WEBS. Should OFM determine that a Bidder's complaint has merit, OFM may modify this RFP accordingly and issue an addendum.

### **3.4 Revisions to the RFP**

OFM reserves the right to change this RFP at any time. OFM may correct errors in the procurement document identified by OFM or a Bidder. Any changes or corrections will be by one or more written addenda attached to or incorporated in and made a part of this procurement document. All changes must be authorized and issued in writing by the RFP Coordinator. In the event that it is necessary to revise or correct any portion of the RFP, an addendum will be posted on WEBS.

If there is any conflict between addenda, or between an addendum and the RFP, whichever document was issued last in time shall be controlling.

### **3.5 Right to Cancel RFP**

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

### **3.6 Diversity Participation**

#### **3.6.1 Small Business and Veteran-Owned Business Participation Goals**

In accordance with the intent of Chapter 39.26.005 RCW, the State encourages Agency purchases of goods and services from State small businesses. State "small business", "minibusiness", and "microbusiness" are defined in RCW Chapter 39.26.010 (22), (17), and (16) respectively.

In accordance with Chapter 43.60A.200 RCW, the State encourages participation in all of its contracts from firms certified by the Washington State Department of Veterans' Affairs (DVA). For information on these certified firms, Bidders may contact DVA at <http://www.dva.wa.gov/BusinessRegistry/>.

While participation in these programs is encouraged, no minimum level of participation will be required as a condition for receiving an award and proposals will not be rejected or considered non-responsive on that basis.

In some cases, a Small Business as described above may also be certified by the Office of Minority and Women's Business Enterprises (OMWBE) in accordance with Chapter 39.19 RCW. For this RFP, the state of Washington encourages participation by these firms. For information about these certified firms, Bidders may contact OMWBE at: <http://www.omwbe.wa.gov/>.

Bidders must identify in **Attachment A - Bidder Profile, Minimum Qualifications**, if they, or any subcontractors, meet the definitions and/or are certified as described above.

#### **3.6.2 Diverse Business Inclusion Plan**

The state of Washington is very interested in and encourages Bidders to develop Diverse Business

Inclusion Plans (Plan) and to engage in good faith and responsible effort toward executing the Plan. If the Bidder has developed such a Plan, the current Plan should be included in the response to **Attachment A - Bidder Profile, Minimum Qualifications**.

While development and inclusion of Diverse Business Inclusion Plans are encouraged proposals will not be rejected or considered non-responsive on that basis.

### **3.7 Cost of Proposal Preparation**

OFM will not reimburse Bidders for any costs associated with preparing or presenting a Proposal to this RFP.

### **3.8 Proposal Acceptance Period**

All Proposals, including pricing, must be fixed and held open for a minimum of 120 days from the date of OFM's receipt of the Bidder's Proposal. OFM reserves the right to work with the Bidder to extend such minimum period, as desired by OFM.

### **3.9 Most Favorable Terms**

Bidder should submit proposals based on the most favorable terms that the Bidder can propose, as OFM reserves the right to accept Bidder's proposal in its entirety without further negotiations. However, OFM reserves the right to negotiate with one or more of the top scoring Bidders contract terms and conditions and the pricing proposed in Bidder's proposal. OFM may request a Best and Final Offer of terms and conditions and pricing from one or more of the top scoring Bidders before announcing the Apparent Successful Bidder.

OFM reserves the right, at any phase of the procurement, to contact a Bidder for clarification of its proposal, and any such clarification by Bidder must be submitted in writing and, once submitted, will become part of Bidder's Proposal.

### **3.10 Errors in Proposal – Clarifications, Minor Administrative Irregularities**

Bidders are liable for all errors or omissions contained in their Proposals. Bidders will not be allowed to unilaterally alter Proposal documents after the deadline for Proposal submission.

In those cases where it is unclear to what extent a requirement or price has been addressed, the evaluation team(s), at their discretion and acting through the RFP Coordinator, may contact a Bidder to clarify specific points in the submitted Proposal. With the exception of such clarifications, the responding Bidder will not be allowed to alter the content of the proposed items after the deadline stated for receipt of Proposals.

OFM reserves the right to waive minor administrative irregularities contained in any Proposal.

### **3.11 Withdrawal of Proposal**

Bidders may withdraw a Proposal that has been submitted at any time up to the Proposal due date and time, identified in [Section 2, Schedule: Key Events and Dates](#). To accomplish Proposal withdrawal, a written request signed by an authorized representative of Bidder must be submitted

to the RFP Coordinator. After withdrawing a previously submitted Proposal, Bidder may submit another Proposal at any time up to the Proposal submission deadline.

### **3.12 Rejection of Proposals**

OFM reserves the right to reject any proposal not meeting the requirements identified in this RFP.

### **3.13 Proposal Property of OFM**

All materials submitted in response to this procurement become the property of OFM. OFM has the right to use any of the ideas presented in any material offered. Selection or rejection of a Proposal does not affect this right.

### **3.14 Proprietary Information/Public Disclosure**

Any information in the Response that the Bidder desires to claim as proprietary and exempt from disclosure under the provisions of chapter 42.56 RCW, or other state or federal law that provides for the nondisclosure of your document must be clearly designated. The information must be clearly identified and the particular exemption from disclosure upon which the Bidder is making the claim must be cited. Each page containing the information claimed to be exempt from disclosure must be clearly identified by the words "Proprietary Information" printed on the lower right hand corner of the page. Marking the entire Response exempt from disclosure or as Proprietary Information will not be honored. Additionally, marking the pricing components in the Response as exempt from disclosure or as Proprietary Information will not be honored.

If a public records request is made for the information that the Bidder has marked as "Proprietary Information" OFM will notify the Bidder of the request and of the date that the records will be released to the requester unless the Bidder obtains a court order enjoining that disclosure. If the Bidder fails to obtain the court order enjoining disclosure, OFM will release the requested information on the date specified. If a Bidder obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to Chapter 42.56 RCW, or other state or federal law that provides for nondisclosure, OFM shall maintain the confidentiality of the Bidder's information per the court order.

### **3.15 Incorporation of Documents into Contract**

This RFP document, the Bidder's Proposal and any commitments made by the Bidder at the Product Demonstration or otherwise, will be incorporated into any resulting Contract.

Bidders cannot treat their Proposal as a "marketing" document, as it will become part of the contractual commitment of the Bidder. It is the Bidders' responsibility to ensure that its Proposal is true and accurate. Any disclaimer or other language contained in a Proposal that differs from these requirements will be disregarded by OFM and may, if rejected by Bidder, result in the disqualification of Bidder.

### **3.16 Insurance**

The successful Contractor shall furnish the OFM copies of certificates of all required insurance

within 15 calendar days of the Contract's effective date. Failure to provide evidence of coverage may, at OFM's sole option result in the Contract's termination.

The Contractor shall, at its own expense, obtain and keep insurance coverage that shall be maintained in full force and effect during the term of the contract.

### **Liability Insurance**

Contractor shall maintain **Commercial General Liability (CGL)** insurance and, if necessary, commercial umbrella insurance, with a limit of not less than \$2,000,000 per each occurrence. If CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit. All insurance shall cover liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insured's (cross liability) condition. Insurance shall be provided to include business interruption coverage, \$2,000,000 individual/\$4,000,000 aggregate.

Contractor shall maintain **Professional Liability insurance** with minimum limits no less than \$2,000,000 per incident, loss, or person, as applicable including coverage for errors and omissions caused by Contractor's negligence in the performance of its duties under this agreement. If defense costs are paid within the limit of liability, Contractor shall maintain limits of \$4,000,000 per incident, loss, or person, as applicable. If the policy contains a general aggregate or policy limit, it shall be at least two times the incident, loss or person limit. Contractor shall maintain **Cyber Liability** insurance coverage with a limit of not less than \$2,000,000. Contractor shall maintain **Computer Crime and Fraud** coverage with a limit of not less than \$2,000,00.

Contractor is required to provide professional liability insurance **for a period of 24 months** after completion of this contract. This requirement may be satisfied by the continuous purchase of commercial insurance for an extended reporting period.

### **Business Auto Policy**

As applicable, the Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto".

Additionally, the Contractor is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

### **Employers Liability ("Stop Gap") Insurance**

In addition, the Contractor shall buy employers liability insurance, naming the State as an additional insured, and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 per each accident for bodily injury by accident or \$1,000,000 per each employee for bodily injury by disease.

### **Additional Provisions**

Above insurance policy shall include the following provisions:

Additional Insured. The State of Washington, Office of Financial Management, its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrella and property insurance policies. All insurance provided in compliance with the contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State.

Cancellation. State of Washington, Office of Financial Management, shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications.

*Insurers subject to Chapter 48.18 RCW (Admitted and Regulation by the Insurance Commissioner):* The insurer shall give the State 45-days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the State shall be given 10-days advance notice of cancellation.

*Insurers subject to Chapter 48.15 RCW (Surplus lines):* The State shall be given 20-days advance notice of cancellation. If cancellation is due to non-payment of premium, the State shall be given 10-days advance notice of cancellation.

Identification. Policy must reference the State's contract number and the OFM name.

Insurance Carrier Rating. All insurance and bonds should be issued by companies admitted to do business within the state of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by the Office of Financial Management Risk Manager, or the Risk Manager for the state of Washington, before the contract is accepted or work may begin. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

Excess Coverage. By requiring insurance herein, the State does not represent that coverage and limits will be adequate to protect Contractor, and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to the State in this contract.

### **Workers' Compensation Coverage**

The Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The State will not be held responsible in any way for claims filed by the Contractor or their employees for services performed under the terms of this contract.

### **3.17 Commitment of Funds**

The OFM Director, or the Director's designee, is the only government official who may legally commit OFM to the expenditure of funds for a contract resulting from this RFP. No costs chargeable to the proposed contract may be incurred or encumbered by OFM before receipt of a fully executed contract approved by the OFM Director or the Director's designee.

### 3.18 Electronic Payment

The State prefers to utilize electronic payment in its transactions. The successful Bidder will be required to register in the Statewide Vendor Payment system, <http://www.ofm.wa.gov/isd/vendors.asp>, prior to submitting a request for payment under this Contract. No payment shall be made until the registration is completed.

### 3.19 No Obligation to Contract/Buy

OFM reserves the right to refrain from Contracting with any and all Bidders. Neither the release of this procurement document nor the execution of a resulting Contract obligates OFM to make any purchases.

### 3.20 Non-Endorsement and Publicity

In selecting a Bidder to supply products and/or services to the State, the State is neither endorsing Bidder's products or services, nor suggesting that they are the best or only solution to the State's needs. By submitting a Proposal, Bidder agrees to make no reference to OFM 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 OFM.

## 4 Proposal Submission Instructions and Bidder Requirements

This section includes the instructions for preparing the Bidder's proposal response, including all "Attachments" to be completed fully and returned to the RFP Coordinator as part of Bidder's Proposal.

### 4.1 Proposal Response

Bidders should provide clear and concise responses to each element of a Requirement by describing how the Bidder's solution specifically meets the unique needs or solves the described problem.

Explicitly state any features or other items in Requirements that Bidder *cannot* meet with its generally available solution.

Each of the RFP Requirements are numbered and/or titled. Each requirement has a designation indicating how the Proposal will be evaluated. The designations below are used throughout the RFP. The Bidder is expected to respond as indicated for each requirement.

**"Mandatory" or "(M)"** shall mean the Bidder must comply with the Requirement and the Proposal will be evaluated on a pass or fail basis. For Mandatory Requirements **(M)**, the Proposal must always indicate explicitly whether or not the Bidder or its proposed Subcontractor meets the Requirement and provide all information requested. A statement, "(Bidder Name) has read, understands, and fully complies with this Requirement" is acceptable, along with any additional information requested.

**"Mandatory Scored" or "(MS)"** shall mean the Bidder must comply with the Requirement and the Bidder's response to the Requirement will also be scored. For Mandatory Scored

(MS) items, the Proposal must always indicate explicitly whether or not the Bidder, its Subcontractor or its proposed solution meets the Requirement, and describe how the Requirement will be satisfied.

“Scored” or “(S)” shall mean the Requirement is important, but not mandatory, and the Proposal will be scored. For Scored (S) items, the Proposal must always indicate explicitly whether or not the Bidder, the Subcontractor or the proposed solution meets the Requirement, and as instructed, describe how the Requirement will be satisfied.

OFM reserves the right to determine at its sole discretion whether Bidder’s response to a Mandatory or Mandatory Scored Requirement is sufficient to pass. If, however, all responding Bidders fail to meet any single Mandatory Requirement or Mandatory Scored Requirement, OFM reserves the following options: 1) cancel the procurement, or 2) revise or delete the Mandatory Requirement or Mandatory Scored Requirement.

#### **4.2 Proposal Contents and Format Requirements**

It is mandatory that Bidders submit their Proposal Responses and all required attachments via email. Bidders are responsible for ensuring delivery to the RFP Coordinator in complete and usable form by the date and time in *Section 2, Schedule: Key Events and Dates*.

Proposals must be received at OFM by the date and time specified. Proposals arriving after the deadline will not be evaluated. Proposals sent by means other than email and in formats not specified will not be accepted. Bidders assume all responsibility for the delivery and for any delay in the delivery of their Proposal.

The Proposal, as well as any reference materials presented by Bidder, must be written in English and Bidder must provide all rates in United States dollars.

The major sections of the Proposal must be submitted in the order set forth below. Specific requirements are stated in each of the referenced Attachments. Bidders must respond in the areas provided in each of the Attachments and return them via email. Failure to provide any requested information in the prescribed format may result in disqualification of the Bidder.

Responses to the RFP will include:

- Letter of Submittal – submit both electronically and hard copy
- Attachment A - Bidder Profile & Minimum Qualifications
- Attachment B - Representations, Certifications and Assurances -- submit both electronically and hard copy
- Attachment C - Bidder Proposal Responses
- Attachment D – Functional and Technical Requirements Responses
- Attachment E – Bidder Solution References
- Attachment F - Price Proposal
- Attachment G –Proposed Contract Revisions

Bidders are encouraged to include information in their responses that is critical to service delivery and provides competitive advantage. *Do not submit product brochures, white papers, customer testimonials, cut sheets, or other pre-prepared materials in response to any of the questions or*

*requests for specific information.* Figures and tables must be numbered and referenced in the text of the Proposal by that number. Charts, spreadsheets, and oversized exhibits are permissible.

### 4.3 Proposal Email, Attachment Naming Conventions and Format Requirements

#### 4.3.1 Email Subject Line

Bidders are required to submit proposals and all attachments electronically to [OFMBidProcurement@ofm.wa.gov](mailto:OFMBidProcurement@ofm.wa.gov). Bidder’s Email must contain “**16-900 Facility Portfolio Management Tool – Bidder Name**” in the Subject line.

Proposals and all attachments must be received by the AGENCY no later than the Proposal due date and time, identified in [Section 2, Schedule: Key Events and Dates](#).

Late proposals will not be accepted and will be automatically disqualified from further consideration. All proposals and any accompanying documentation become the property of the AGENCY and will not be returned.

#### 4.3.2 Multiple Emails Necessary

If the Bidder experiences size / email capacity issues in submitting the Proposal email with attachments, Bidder may submit multiple emails with the required attachments, *clearly labeled in the Subject Line* “**16-900 Facility Portfolio Management Tool – Bidder Name – x of XX**” (i.e., 3 emails labeled, 1 of 3, 2 of 3, 3 of 3).

**“Zipped” attachment files are NOT accepted by OFM email security and are not acceptable formats for Bidders Proposal.**

#### 4.3.3 Attachment Naming Conventions

The following file naming convention should be used by the Bidder in submitting the Proposal Attachment responses in the email:

Letter of Submittal (on letterhead; signed)	16-900-Ltr-BidderName.pdf (Adobe)
Attachment A - Bidder Profile & Minimum Qualifications	16-900-A-BidderName.docx (Word Format)
Attachment B - Representations, Certifications and Assurances (signed)	16-900 -B-BidderName.pdf (Adobe)
Attachment C - Bidder Proposal Responses	16-900-C-BidderName.docx (Word Format)
Attachment D - Functional and Technical Requirements Responses	16-900-D-BidderName.xlsx (Excel Format)

Attachment E – Bidder Solution References	16-900 -E-BidderName.docx (Word Format)
Attachment F –Price Proposal	16-900 -F-BidderName.docx (Word Format)
Attachment G –Proposed Contract Revisions	16-900 -G-BidderName.docx (Word Format)

**4.4 Letter of Submittal (Mandatory)**

Bidders are required to submit a Letter of Submittal on firm letterhead. *The Letter must be signed by a person authorized to legally bind the Bidder to a contractual relationship.* Along with any introductory remarks, the Letter of Submittal must include the following statements and information:

- A.** State that the Bidder meets all the minimum qualifications and the proposed solution meets all the Mandatory Requirements set forth in this RFP and its amendments.
  
- B.** State that the Bidder acknowledges and agrees to all of the rights of OFM including the RFP rules, procedures and the terms and conditions of this RFP and its amendments.
  
- C.** Reference all RFP addenda that have been received by the Bidder (*identified by amendment number and issue date*) to represent that the Bidder is aware of all such addenda. If no RFP addenda have been received, so indicate.
  
- D.** State specifically whether or not the Proposal contains any proprietary information, per Section 3.14, Proprietary Information/Public Disclosure, and identify where the proprietary information is in Bidder’s response. Marking of the entire proposal or entire sections as proprietary will not be honored. Marking pricing as proprietary will not be honored.
  
- E.** A statement substantiating that the person who signs the letter is authorized to contractually bind the Bidder’s organization.
  
- F.** If the Bidder or any subcontractor contracted with the state of Washington during the past 24 months, indicate the name of the agency, the contract number and project description and/or other information available to identify the contract.
  
- G.** State any other representations, promises and/or warranties as the Bidder deems appropriate and wishes to convey to OFM.

**4.5 Bidder Profile, Minimum Qualifications (Mandatory)**

Information about Bidder’s firm and its compliance with the Minimum Qualifications is required. Provide responses as requested in **Attachment A, Bidder Profile, Minimum Qualifications** form provided and return with your proposal submittal. Responses should be clear and concise.

**4.6 Certifications and Assurances (Mandatory)**

Bidders are required to submit a signed **Attachment B Representations, Certifications and**

**Assurances.** *The Certifications and Assurances must be signed by a person authorized to legally bind the Bidder to a contractual relationship.* Failure of Bidder to include all information completely may be grounds for disqualification.

#### **4.7 Bidder Proposal Responses (Scored)**

Bidders must provide clear, complete, concise responses to ALL elements of **Attachment C, Bidder Proposal Responses form.**

**Attachment C Bidder Proposal Responses** requires responses the following general categories:

1. Product Overview
2. Implementation Services
3. Support Services
4. Additional Functionality

#### **4.8 Functional and Technical Requirements (Mandatory and Scored)**

Bidders should provide clear and concise responses to each element of the Functional and Technical Requirements set forth in **Attachment D, Functional and Technical Requirements Responses.** For the open ended questions, describe how the Bidder's solution specifically meets the unique needs or solves the described problem. This Section will be scored.

Bidders are advised to read the Instructions at the top of Attachment D response sheet carefully.

Explicitly state any features or other items that Bidder cannot meet. OFM will presume that unless Bidder explicitly states in its response that it cannot meet a requirement item, Bidder will be deemed to fully meet such question and item.

#### **4.9 Bidder Solution References (Mandatory)**

Provide information about previous experiences and contact information identifying the specific features or functionalities that such customers are using in **Attachment E – Bidder Solution References.** The references may be used to validate the Bidder response, including confirming the features and functionalities used to meet the Mandatory or Mandatory Scored Requirements.

***Contact persons for References who cannot be reached or who do not respond within five (5) Business Days will not be deemed a reference. If OFM is unable to reach at least two of the references provided, and the Bidder's Proposal may be rejected.***

#### **4.10 Price Proposal (Mandatory)**

The resulting FPMT contract is expected to include the Mandatory, Mandatory Scored and Scored functionalities and capabilities established in Attachments C and D and all implementation and startup services required to provide a production-ready solution.

In completing **Attachment F, Price Proposal**, consider the following:

- OFM seeks to acquire the solution that best meets the State's needs at the best value.

- Failure to identify all costs in a manner consistent with the instructions in this RFP is sufficient grounds for disqualification.
- The successful Bidder shall complete registration with the Washington State Department of Revenue within thirty (30) calendar days of being identified as the ASB and be responsible for collection and payment of all taxes due on payments made under the Contract resulting from this RFP.

#### **4.10.1 Presentation of Cost Components**

**All Cost Components:** The Price Proposal must include contract prices for all cost components needed for the provisioning of the Functional and Technical Requirements and in compliance with all other requirements and instructions in this Request for Proposal.

**Recurring and Non-Recurring Pricing:** Bidder must include all elements of recurring and non-recurring costs in the Price Proposal needed for the provisioning of the Solution. Bidder is encouraged to provide a price breakdown in as much detail as reasonably possible.

**Fixed Prices and Hourly Rates:** Expenses related to day-to-day performance under any Contract, including but not limited to, travel, lodging, meals, materials, and incidentals will not be reimbursed to the Bidder. Bidder's fixed prices and hourly rates must include these costs.

**No Other Form:** Separate price quotes attached to this document or submitted in some other form will not be accepted as a valid Proposal.

**Taxes:** OFM will pay sales and use taxes, if any, imposed on the Solution and Services acquired hereunder. Bidder must state such taxes in the Price Proposal as a separate line item(s).

Bidder must pay all other taxes including, but not limited to, Washington Business and Occupation Tax, other taxes based on Bidder's income or gross receipts, or personal property taxes levied or assessed on Bidder's personal property. OFM, as an agency of Washington State government, is exempt from property tax.

#### **4.10.2 Costs Not Specified**

Where there is no charge or rate for a Product enter N/C (no charge) or zero (0) in the Price Proposal, as applicable. If the Bidder fails to provide a price, OFM will assume the item is free. If the Bidder states "no charge" for an item in the Proposal, the State will receive that item free for the period represented in the Proposal.

### **4.11 Bidder's Response to OFM Sample Contract (Mandatory)**

A sample Contract has been included with this RFP attached as **Exhibit 1 - Sample Contract**. This sample document will be the basis for the structure and content of the final contract negotiated between the ASB and OFM. OFM may negotiate with one or more Bidders as part of the final contract negotiation process. Bidder may not submit their own standard contract terms and conditions as a replacement to the sample contract or make OFM's acceptance of their solution contingent on such a substitution.

#### **4.11.1 Bidder Exceptions to OFM Sample Contract**

The Bidder may submit requested changes or exceptions to the Sample Contract's contractual terminology for clarification and procedural purposes, and/or revisions based upon specific elements of their proposed solutions. **Bidder's issues, concerns, exceptions or objections to any of the terms or conditions contained in the contract and project documents must be documented in Attachment G Bidder's Proposed Contract Revisions.** Bidders may not contradict or provide a response that is inconsistent with its commitments provided in this RFP. Bidder must set out by section or paragraph, a description of each issue, concern, exception, and objection. When listing the items, provide Bidder's proposed language and the reason or rationale supporting the item of concern and/or business counterproposal. Simply stating that a paragraph is "not acceptable" or supplying Bidder's proposed contract terms without describing (in business language) Bidder's reason or rationale will be considered non-responsive. *OFM is not required to make the requested changes.*

*If Bidder has no exceptions to the Sample Contract, Bidder must check the box so stating.* If Bidder does not identify specific concerns with a particular term or condition, the term or condition will be deemed accepted by Bidder, and OFM will not entertain further changes to such accepted or non-commented on terms or conditions. The issues and concerns provided to OFM must be attached to Bidder's Proposal in an unrestricted, editable Microsoft Word format.

Do not provide a copy of Bidder's standard contract or proposed language to OFM. As stated above, OFM will be using its own form of contract and project documents in negotiations with final Bidder(s), and OFM's legal counsel will be making all agreed upon revisions to the contract and project documents. Bidders' standard contract will not be reviewed by OFM.

## **5 Evaluation Approach, Scoring and Contract Award**

This solicitation, the evaluation of proposals, and the award of any resulting contract will be made in conformance with applicable Washington State law and policy.

Proposals will be evaluated by an evaluation team. The evaluators will examine each proposal to determine, through the application of uniform criteria, the effectiveness of the proposal in meeting the requirements as described in this document.

Responses will only be evaluated on the basis of the information provided in the Bidders' Proposal. Bidders are not to assume that the evaluators know anything about the Bidder or its proposed solution. Therefore, it is important that the responses be clear and complete so that the evaluation team can adequately understand all aspects of the Proposal. Failure of a Bidder to provide such may result in fewer points being awarded.

The RFP Coordinator may contact Bidders for clarification of any portion of the Bidder's proposal. OFM may waive irregularities in a proposal provided that, in the judgment of OFM, such action will not negate fair competition and will permit proper comparative evaluation of proposals submitted. OFM's waiver of an immaterial deviation or defect will in no way modify the RFP documents or excuse the Bidder from full compliance with the RFP specifications in the event the contract is awarded to that Bidder.

OFM reserves the right to award the contract to the Bidder whose proposal is deemed to offer the greatest overall value to and be in the best interest of OFM and the State of Washington. Hence,

OFM may choose to not award to the lowest-priced Bidder.

The evaluation team will review and score the Bidder Proposals using the criteria set forth in this RFP. There will be two Phases to the evaluation process as further described in Section 5 of this RFP.

## **5.1 Phase 1: Administrative Screening and Evaluation of Written Proposals**

### **5.1.1 Administrative Screening Evaluation – PASS/FAIL**

The RFP Coordinator will review each Bidder’s Proposal Package, verifying on a Pass/Fail basis that the proposal includes all attachments and any other required separately attached documents; the documents are complete, correct, and compliant to all Mandatory requirements and received no later than *Bidder Proposals Due date and time* as specified in [Section 2 Schedule: Key Events and Dates](#).

Failure to meet a Mandatory requirement shall constitute grounds for disqualification and shall be established by any of the following conditions:

- The Bidder states a Mandatory requirement cannot be met.
- The Bidder fails to include information required by any Mandatory requirement.

Only those proposals that are submitted complete and compliant will be evaluated further by the evaluation team.

Included for Bidder’s convenience is Exhibit 2 – Bidder Checklist to assist Bidders in preparing Proposals.

### **5.1.2 Evaluation of Written Proposals – SCORED**

The written proposals will be evaluated and scored based on the responses provided by Bidder in Attachment C– *Bidder Proposal Responses* and Attachment D – *Functional and Technical Requirements*.

Failure to meet a Mandatory Scored requirement shall constitute grounds for disqualification and shall be established by any of the following conditions:

- The Bidder states a Mandatory Scored requirement cannot be met.
- The Bidder fails to include information required by any Mandatory Scored requirement.

Bidders having the highest scores from the Evaluation of Written Proposal phase will be invited to Phase 2: Solution Demonstrations, Implementation Interviews and Bidder Solution References. The RFP Coordinator will notify finalists of the date, time, and location of the demonstration. The dates in the [Section 2, Schedule: Key Events and Dates](#) are an estimate and are subject to change at the discretion of OFM. However, Bidders are requested to hold those dates should your firm be invited to Phase 2 of the evaluation process.

### **5.1.3 Phase 1 Evaluation Weight by Response Category:**

Requirements Category	Possible Points
Functional and Technical Requirements Responses	530
Bidder Proposal Responses – Product Overview	160
Bidder Proposal Responses – Implementation Services	312
Bidder Proposal Responses – Support Services	188
Bidder Proposal Responses – Additional Functionality	60
<b>Total</b>	<b>1,250</b>

**5.2 Phase 2: Solution Demonstrations, Implementation Interviews and Bidder Solution References**

Scores earned from the previous Evaluation of Written Proposals will be dropped for Bidders invited to this Phase 2 of the evaluation process (all Bidders enter this phase with zero score.)

**5.2.1 Evaluation of Solution Demonstrations - SCORED**

At Bidders option and as prearranged with OFM, the solution demonstrations may be onsite at OFM in Olympia, Washington or may be performed via Webex. The Bidder will be evaluated and scored based on the Bidder’s presentation of the business scenarios (to be provided to each Bidder invited to Phase 2). Scenarios will include functionality such as:

- Data Entry and Validation
- Importing and Exporting
- Mapping
- Querying and Reporting
- Administrative Rights
- Additional Functionality

Sample data will also be provided.

**Solution Demonstrations will be limited to no more than three (3) hours per Bidder.**

OFM Business Requirements for Demonstrations - Bidders must demonstrate its latest version of generally available software or solution and the latest version of any third-party software or solution supported by Bidder that is proposed as part of Bidder’s Proposal. Bidders are not allowed to demonstrate any software or solution (Bidder’s or third party’s) that is currently under development.

Required Demonstration Scenarios – The evaluation team will evaluate Bidders based upon their demonstration of several business scenarios which will be provided to Bidders who are invited to Solution Demonstrations. The Demonstration scenarios are provided for a Bidder’s use solely in connection with its solution demonstration under this RFP. Bidders may combine scenarios for their demonstrations, in whole or in part, *providing they clearly indicate to the evaluators in advance which scenario or portion will be presented.* Bidders will be responsible for managing the time allotted so that all scenarios are demonstrated. Additional time will not be allowed.

**5.2.2 Implementation Interview- SCORED**

**Implementation Interviews will be limited to no more than one (1) hour per Bidder.**

The evaluation team will evaluate Bidders based on their responses to interview questions. Interview questions will not be provided to Bidders prior to the interviews. The Bidder interview participants are expected to be the key staff that will be assigned to project implementation; the key staff listed in Attachment C - Bidder Proposal Responses, question number 13. The purpose of the implementation interview is to provide OFM with an opportunity to learn more about the Bidder project team, implementation approach and experience.

**5.2.3 Phase 2 Evaluation Weight by Response Category:**

Requirements Category	Assigned Possible Points
Solution Demonstrations	452
Implementation Interview	448
Price Proposal	100
<i>Total</i>	<i>1,000</i>

At Bidders option and as prearranged with OFM, the solution demonstrations may be onsite at OFM in Olympia, Washington or may be performed via Webex, telephone or other remote option as prearranged with OFM. The Bidder will be evaluated and scored based on the Bidder’s presentation of the business scenarios (to be provided to each Bidder invited to Phase 2).

**5.2.4 Reference Checks & Additional Information**

Reference checks will be conducted following completion of the Solution Demonstrations and Implementation Interviews for one or more top scoring Phase 2 Bidders. The reference check process will include checking of the references provided in Attachment E – Bidder Solution References.

The evaluation team reserves the right to request additional information to determine if Bidders can successfully meet the requirements of the RFP. To assist the evaluation team in gathering the information needed to complete their evaluations and make their award recommendation, OFM may do one or more of the following:

- Request additional information from Bidders or others
- Use information gathered from Bidders’ presentations

OFM also reserves the right to obtain independent reports from reputable sources (*e.g.*, Gartner, *etc.*) for further indications of the Bidder’s ability.

**At the sole discretion of OFM, one or more Bidders with the highest scores from Phase 2 may be invited to negotiate contract terms and conditions.**

**OFM reserves the right to refrain from contracting with any Bidder solely on the basis of reference checks, regardless of the points achieved by such Bidder. OFM may, but shall have no**

**obligation to, investigate negative references further when any reference indicates that the Bidder solution, capacity or any other material item cannot be met.**

The RFP Coordinator will notify all Bidders who will and who will not move forward to the Contract Negotiation phase. Bidders who did not score high enough to move forward may request a Debriefing Conference after the Apparent Successful Contractor is announced.

**5.2.5 Cost Proposal Evaluation**

Requirements Category	Assigned Possible Points
Cost Proposal	
Implementation professional services	100
Total Five-Year SaaS Fees	125
<i>Total Cost Proposal Score</i>	225

The Price Proposal score will be calculated using Bidder’s *Price Proposal*. A score will be given for as follows:

Lowest Cost Proposal	* (Points Possible for Cost Proposal) = Cost Proposal Score
Bidder’s Cost Proposal	

Lowest cost proposal will be divided by the Bidder’s cost proposal and multiplied by the total points possible for the Cost Proposal. This will equal the Bidders Cost Proposal Score.

SaaS service fees may begin when the system has been fully configured, tested as agreed between the parties and put into production use.

**5.3 OFM Contract Negotiation**

OFM will negotiate contract terms and conditions and pricing with one or more Bidders invited to move to the Contract Negotiation phase. *Terms exceptions included in Attachment G – Bidder’s Proposed Contract Revisions will be considered however Bidders should not assume all proposed revisions will be accepted.*

After discussions and negotiations regarding terms and conditions and pricing, OFM may request a Best and Final Offers.

**5.4 Contract Award**

OFM will notify the Apparent Successful Bidder of its selection in writing. Bidders whose proposals were not selected for further negotiation or award will be notified separately by email by the OFM RFP Coordinator.

**5.5 Debriefing of Unsuccessful Bidders**

Only Bidders who submit a Proposal may request an optional debriefing conference to discuss the evaluation of their Proposal. Upon request, a debriefing conference will be scheduled with an

unsuccessful Bidder. The RFP Coordinator must receive the request for a debriefing conference no later than 3:30 PM, local time, in Olympia, Washington, on the third (3) business day following the date the Notification of Award is electronically sent to the Bidder. The debriefing conferences will be held immediately thereafter, on the date established in [Section 2 Schedule: Key Events and Dates](#) or as otherwise included in the Notification of Award.

Discussion at the debriefing conference will be limited to the following:

- Critique of the Bidder's Proposal based on the evaluation; and
- Review of the Bidder's evaluation outcome in comparison with other Bidders' evaluation outcomes without identifying the other firms.

Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person or by telephone and will be scheduled for a maximum of one hour.

## **5.6 Protest Procedures**

Bidders who have submitted a Proposal to this procurement and have had a debriefing conference may make protests. Upon completion of the debriefing conference, a Bidder is allowed five (5) business days to file a formal protest of the procurement with the RFP Coordinator.

This protest procedure is available to Bidders who submitted a Proposal to this procurement and have received a debriefing conference. Protests are made to OFM after OFM has announced the ASB. Bidder protests shall be received, in writing, by OFM within five (5) business days after the Bidder debriefing conference.

### **5.6.1 Grounds for Protest**

Protests may be made on only these grounds:

1. A matter of bias, discrimination, or conflict of interest on the part of an evaluator;
2. Errors in computing the scores; or
3. Non-compliance with procedures described in the procurement document or agency policy or DES requirements.

Protests not based on these criteria will not be considered.

### **5.6.2 Format and Content**

Bidders making a protest shall include in their written protest to OFM all facts and arguments upon which the

Bidder relies. Bidder shall, at a minimum, provide:

1. Information about the protesting Bidder; name of firm, mailing address, telephone number and name of individual responsible for submission of the protest;
2. Information about the procurement method (RFP), and name of the issuing agency;
3. Specific and complete statement of the OFM action(s) being protested;
4. Specific reference to the grounds for the protest; and

5. Description of the relief or corrective action requested.

### **5.6.3 OFM Review Process**

Upon receipt of a Bidder's protest, OFM will postpone signing a Contract with the ASB until the Bidder protest has been resolved.

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

OFM will render a written decision to the Bidder within ten (10) business days after receipt of the Bidder protest, unless more time is needed. The protesting Bidder shall be notified if additional time is necessary.