

**Competitive Procurement**  
**18-1800**  
**OpenText Implementation Services**  
*Released by*  
**Office of Financial Management**  
**Washington State**

Bidders are solely responsible for accessing this Competitive Procurement (solicitation) documents via Washington's Electronic Business Solution (WEBS) or the Office of Financial Management's website at:

[http://ofm.wa.gov/contracts\\_procurements/default.asp](http://ofm.wa.gov/contracts_procurements/default.asp)

Failure to obtain these documents via WEBS may result in a Bidder having incomplete, inaccurate or otherwise inadequate information for bidding.

**Bidders are solely responsible for:**

- Downloading this solicitation consisting of the solicitation, Appendices, and any related incorporated documents provided by the Solicitation Coordinator.
- Downloading all Addenda, if any, to this solicitation to ensure receipt of all updates and revisions.

WEBS notification via automated email of Addenda to the solicitation will only be provided to those Bidders who have registered with WEBS and **have downloaded the solicitation from WEBS**. Bidders must check their email spam filters to ensure receipt of WEBS email notifications are not being blocked.

**ADA COMPLIANCE:**

The Office of Financial Management complies with the Americans with Disabilities Act (ADA). Bidders may contact the Solicitation Coordinator to receive the competitive procurement documents in Braille or on tape.

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**OPENTEXT IMPLEMENTATION SERVICES**  
**OFFICE OF FINANCIAL MANAGEMENT**  
**COMPETITIVE PROCUREMENT**  
**18-1800**

**1. INTRODUCTION**

**1.1 BACKGROUND**

The Office of Financial Management (OFM) is implementing a Pilot document management system using OpenText Enterprise Content Management (ECM) software. This Pilot project will include approximately twenty-five (25) users from OFM's Office of the Director.

The solution will be a perpetual on premise license hosted at Washington Technology Solutions' (WATech) data center in Olympia, Washington. OFM does not currently have a documentation management system.

The OFM intends to award this Contract to one (1) Bidder.

**1.2 PURPOSE**

The OFM is conducting this competitive solicitation to acquire a fixed price bid for technical consulting services to implement the Pilot using OpenText's Content Suite software. The resource(s) shall have OpenText experience installing, configuring, integrating, migrating data, and do all things necessary in the performance of this Contract.

OFM intends to make a Go or No-Go decision at the end of the Pilot. In the event of a Go-Decision, OFM intends to roll-out the ECM solution to the rest of the agency which is approximately 400 users.

**1.3 OBJECTIVES/GOALS**

The objectives and goals of an implemented ECM are to:

- Increase efficiency and improve redaction capabilities around public disclosure and litigation hold searches;
- Decrease storage costs, improve statutory compliance and reduce liability associated with proper timely records retention and disposition actions;
- Promote increased document security and management;
- Streamline process workflows and document approvals through automation and online approvals;
- Improve document version management; and,
- Improve employee performance and customer satisfaction through quicker access to information, reduced duplication and increased transparency.

The scope of this Pilot project is to:

- Install, configure and implement an ECM environment hosted at Washington’s State data center
- Pilot the solution with two OFM business units (up to 25 users and their data)
- Migrate data from network file shares
- Implement a select number of workflow and reports
- Train technical and business staff how to use the tools (train the trainer)
- Document configurations and knowledge transfer

Proposals shall include services required for successful implementation including project planning, requirements, analysis, design, system configuration, security permissions, testing, and training.

OFM intends to purchase the following OpenText software licenses:

- OpenText Content Suite Platform Named Users
- Brava for Content Suite, Docs only – Base Module Kit
- Add-on for Brava Content Suite – Base Module
- Content Intelligence
- Object Importer

Additional elements of the implementation include:

Element	
On-Premise	The software will be located at the State Data Center.
Support virtualization on server	VMWare Vsphere 6 for maintaining virtual servers
Support Identity Management	Active Directory 2016 is used for identity management and user access.
Support Backup	The State Data Center uses Avamar backup.
Server OS – Windows	Version 2016
SQL Server database	Version 2016

#### 1.4 MINIMUM QUALIFICATIONS

The Bidder must have the qualifications and/or experience described below. Bidders who do not meet at least these minimum qualifications shall be considered non-responsive and the response will not be scored.

- a) Bidder must be licensed to conduct business in Washington State or commit to becoming licensed in Washington State within thirty (30) calendar days of being selected as the Apparent Successful Bidder.

- b) Bidder must have been in business for a minimum of five (5) years.
- c) Bidder must have experience with implementing at least one project using OpenText Content Suite in the last three (3) years.
- d) Bidder must not be debarred from government contracts.

## 1.5 TERM OF CONTRACT AND PERIOD OF PERFORMANCE

The term of the Contract resulting from the solicitation will be approximately seven (7) months beginning upon the last date of signature between the parties through June 30, 2019.

OFM reserves the option to renew the Contract by up to two (2) additional one (1) year terms in increment(s) that best meet the needs of OFM. Option(s) to renew shall be at the sole discretion of OFM.

Following the Go/No-Go decision of the Pilot implementation, OFM reserves the right to purchase additional services, if needed, to assist with the roll-out the rest OFM's business units.

## 1.6 DEFINITIONS

Definitions for the purposes of this solicitation include:

**"Acceptance"** means that the Services successfully passes OFM Acceptance Testing and shall be formalized in a written notice from OFM to Contractor.

**"Acceptance Date"** the date upon which OFM formally accepts the Services as specified in this solicitation's statement of work (SOW).

**"Acceptance Testing"** means the process for ascertaining that the Services meet the standards set forth in the SOW, prior to Acceptance by OFM.

**"Agency"** mean the Office of Financial Management.

**"Apparently Successful Bidder"** or **"ASB"** means Bidder(s) selected as an entity to perform the anticipated services, subject to completion of Contract negotiations and execution of a written Contract.

**"Bidder"** shall mean the company, organization, or entity submitting a Response to this solicitation, its subcontractors and affiliates.

**"Business Days"** or **"Business Hours"** means Monday through Friday, 8 AM to 5 PM, local time in Olympia, Washington, excluding Washington State holidays.

**"Contract"** means this solicitation, the Response, Contract document, all schedules and exhibits, and all amendments awarded pursuant to this solicitation.

**"Contractor"** shall mean the individual or company with whom a Contract has been executed as a result of this solicitation.

**"OFM"** shall mean the Office of Financial Management.

**“Response”** or **“Bid”** shall mean the written proposal submitted by Bidder to OFM in accordance with this solicitation.

**“Service”** means the professional consulting services provided by Bidder to install, configure and implement an ECM solution as described in this document.

**“Unsuccessful Bidder”** shall mean Bidder(s) who submitted a Response and not selected as an ASB to perform the anticipated services.

### **1.7 ADA**

The OFM complies with the Americans with Disabilities Act (ADA). Bidders may contact the Solicitation Coordinator to receive this solicitation in Braille or on tape.

### **1.8 CONTRACTING WITH CURRENT OR FORMER STATE EMPLOYEES**

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 Revised Code of Washington (RCW). Bidders should familiarize themselves with the requirements prior to submitting a Response that includes current or former state employees.

## 2. GENERAL INFORMATION

### 2.1 SOLICITATION COORDINATOR

The Solicitation Coordinator is the sole point of contact for this procurement. All communication between the Bidder and the state of Washington upon release of this solicitation shall be with the Solicitation Coordinator, as follows:

Name	Brenda Rix Solicitation Coordinator
Mailing Address	Office of Financial Management PO Box 43113 Olympia, WA 98504-3113
E-Mail Address	Brenda.Rix@ofm.wa.gov
Telephone	(360) 902.0426

Any other communication will be considered unofficial and non-binding on the OFM and the state of Washington. Bidders are to rely on written statements issued by the Solicitation Coordinator. Communication directed to parties other than the Solicitation Coordinator will result in disqualification of the Bidder. OFM reserves the right to revise the schedule as deemed necessary to facilitate the procurement process.

### 2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Bids	October 19, 2018
Bidders may submit written questions until 3:30PM PDT	November 5, 2018
Complaints DUE by 3:30PM PDT	November 7, 2018
OFM will issue responses Bidder questions	November 9, 2018
Bidder Response DUE by 3:30PM PDT	November 16, 2018
Top Bidder(s) Interviews	Dec. 3-5, 2018
OFM announces "Apparent Successful Bidder" and begins contract negotiations	December 7, 2018
OFM notifies Unsuccessful Bidders	December 7, 2018
Unsuccessful Bidders may request Debriefing until 3:30PM PDT	December 12, 2018
OFM holds Debriefing Conferences, if requested	December 13, 2018
Unsuccessful Bidders may submit protest(s) until 3:30PM PST	December 20, 2018
Estimated Contract Execution	December 28, 2018

## 2.3 OBTAINING THIS SOLICITATION

Bidders should download a copy of this solicitation from the Electronic Business System (WEBS) website found at:

<http://des.wa.gov/services/contracting-purchasing/doing-business-state/webs-registration-search-tips>.

By downloading from WEBS, Bidders would be notified of any addenda or clarifications to the solicitation. To be responsive, Bidders must obtain these addenda or clarification documents via WEBS. Failure to obtain these documents via WEBS may result in a Bidder having incomplete, inaccurate or otherwise inadequate information for bidding.

## 2.4 QUESTIONS AND ANSWERS ABOUT THIS SOLICITATION

Bidders may submit written questions about this solicitation to the Solicitation Coordinator via e-mail. Questions will be accepted until the date set forth in the Section 2.2 *Estimated Schedule of Procurement Activities*. Early submission of questions is encouraged. Questions and answers will be posted by addenda on WEBS and on the OFM website at [www.ofm.wa.gov](http://www.ofm.wa.gov). Bidders may only rely on written statements issued by the Solicitation Coordinator. Any oral communications are unofficial and are not binding on OFM.

## 2.5 REVISIONS TO OR CANCELLATION OF THIS SOLICITATION

In the event it becomes necessary to revise any part of this solicitation, addenda will be published via the WEBS and at the website set forth in Section 2.3 *Obtaining This Solicitation*.

At its sole discretion, the OFM reserves the right to cancel or to reissue this solicitation in whole or in part, prior to execution of a Contract.

## 2.6 SUBMISSION OF RESPONSES

Bidders are required to submit Responses including all written materials and assurances as an attachment to an e-mail to the Solicitation Coordinator at the e-mail address set forth in Section 2.1 *Solicitation Coordinator*, on or before the Response due date and time stated in Section 2.2 *Estimated Schedule of Procurement Activities*.

Label the subject line of Bidder Response e-mail with: **RESPONSE to Solicitation # 18-1800**. The Response must be in the English language, and all measurements and quantities must be stated in units required by law in the United States.

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

OFM assumes no responsibility for delays caused by Bidder's e-mail, network problems or any other party. Zipped files cannot be received by OFM and cannot be used for submission of Responses. All Responses and any accompanying documentation become the property of the OFM and will not be returned.



Bidder Responses to solicitation requirements must be in the same order as they appear in this solicitation.

## **2.7 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE**

All submitted Responses to this solicitation will become the property of the OFM. All Responses received will remain confidential until the Apparently Successful Bidder has been announced; thereafter, the Responses will be deemed public records as defined in Chapter 42.56 RCW.

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 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 word "Confidential" printed on the lower right hand corner of the page. Marking the entire Response exempt from disclosure or as confidential will not be honored.

Regardless of Bidder claims of proprietary information, all pricing information will be made publicly available upon award of a Contract resulting from this solicitation.

If a public records request is made for the information that the Bidder has marked as proprietary or confidential, 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, the OFM will release the requested information on the date specified. If a Bidder obtains the court order enjoining disclosure, to the extent consistent with Chapter 42.56 RCW, the OFM shall maintain the confidentiality of the Bidder's information identified as proprietary.

## **2.8 ACCEPTANCE OF SOLICITATION TERMS**

The Bidder acknowledges that the submission of a Response, which includes a signed Bidder Certification and Assurance Form, attached as Exhibit A, constitutes a binding offer that is valid for 120 days from the due date for receipt of Responses set forth in Section 2.2 *Estimated Schedule of Procurement Activities*.

## **2.9 RESPONSIVENESS**

All Responses will be reviewed by the Solicitation Coordinator to determine compliance with Minimum Qualifications and Administrative Requirements and instructions specified in this solicitation. The Bidder is specifically notified that failure to comply with any part of the solicitation may result in rejection of the Response as non-responsive.

The OFM also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

Bidders are liable for all errors or omissions contained in their Responses. Bidders will not be allowed to alter Response documents after the deadline for Response submission. OFM is not liable for any errors in Responses.

Responses that pass the Responsiveness screening will be further evaluated against the remaining solicitation criteria.

## 2.10 MOST FAVORABLE TERMS

The OFM reserves the right to make an award without further discussion of the Response submitted. Therefore, the Response should be submitted initially on the most favorable terms which the Bidder can propose. There will be no best and final offer procedure. The OFM does reserve the right to contact a Bidder for clarification of its Response.

The Apparent Successful Bidder(s) should be prepared to accept this solicitation for incorporation into a Contract resulting from this solicitation. Contract negotiations may incorporate some or all of the Bidder's Response.

## 2.11 CONTRACT

The Apparently Successful Bidder(s) (ASB) will be expected to enter into a Contract, which is expected to be substantially the same as the proposed Contract attached as Exhibit C, *Proposed Contract*. In no event is a Bidder to submit its own standard contract terms and conditions in response to this solicitation which may, at the sole discretion of OFM, be grounds for disqualification from further consideration in the award of a Contract.

Any specific exceptions to the attached terms and conditions must be identified in the Response. The OFM will review requested exceptions and determine whether to accept, negotiate further or reject the same at its sole discretion.

Bidder exceptions to the sample contract terms and conditions, additional or alternate terms and conditions must be submitted by Bidder with their Response by the Response due date. Using Exhibit C1, *Proposed Contract Subjects*, must identify any concerns along with proposed alternate and/or additional terms and conditions the Bidder would like to identify. In addition, Bidder may use the track changes function in the *Proposed Contract* document and submit the track changes version as a companion to but ***not*** as a replacement of Exhibit C1.

Bidder must explain why each item proposed as additional contract terms is in the OFM's best interest as a customer and how it will support the OFM's business objectives. Where terms and conditions cannot be changed and may result in negative consequences on the quality of goods and services or their supply, Bidders 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 ASB will be expected to execute the Contract within ten (10) Business Days of its receipt of the final Contract. If any selected ASB fails to sign a final Contract within the allotted ten (10) days' time frame, OFM may elect to cancel its offer of Contract award to that ASB, and award the Contract to the next ranked Bidder(s), or cancel or reissue this solicitation.

## 2.12 TERMINATIONS FOR DEFAULT

Bidder must definitively and in good faith respond to this requirement within its Response by answering questions regarding Termination for Default in Exhibit A, *Certifications and Assurances* document. Providing a website or other format requiring OFM to search for the answers to this requirement outside of the Bidder's Response may be grounds for disqualification.

### **2.13 COSTS TO PROPOSE**

The OFM will not be liable for any costs incurred by the Bidder in preparation of a Response submitted in response to this solicitation or any other activities related to responding to this solicitation.

### **2.14 NO OBLIGATION TO CONTRACT**

This solicitation does not obligate the state of Washington or the OFM to Contract for services specified herein.

### **2.15 REJECTION OF RESPONSES**

The OFM reserves the right at its sole discretion to reject any and all Responses received without penalty and not to issue a Contract as a result of this solicitation.

### **2.16 NON-ENDORSEMENT AND PUBLICITY**

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

### **2.17 ASSUMPTIONS**

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

### **2.18 COMPLAINTS**

This procedure is available to potential Bidders who are contemplating submitting a Response to this solicitation. Only complaints concerning the following subjects shall be considered:

- A claim that the solicitation unnecessarily restricts competition;
- A claim the solicitation evaluation or scoring process is unfair or flawed, or
- A claim the solicitation requirements are inadequate or insufficient to prepare a response.

Bidders complaining about this procurement must follow the procedures described below. Complaints that do not follow these procedures will not be considered. If a Bidder registers a complaint against this solicitation, the complaint cannot be raised again during the protest period.

All complaints must be in writing and signed by the complaining party or an authorized agent. The complaint must be sent to the Solicitation Coordinator, or designee, as scheduled in Section 2.2 *Estimated Schedule of Procurement Activities* and must clearly articulate the basis for the complaint. The Bidder submitting the complaint must also include a proposed remedy.

Upon receipt of a complaint, a complaint review will be held by the OFM. The OFM Solicitation Coordinator will respond to complaints in writing and the OFM director will be notified of all

complaints and provided a copy of the OFM's response. A copy of the response to the complaint, including any changes to the solicitation, will also be posted to WEBS.

The complaint process does not include an appeal process.

### 3. ADMINISTRATIVE REQUIREMENTS – PHASE I

A *Bidder Checklist*, Exhibit D, is attached to this solicitation and may be used to assist Bidder in meeting the Administrative Requirements for responsiveness.

#### 3.1 LETTER OF SUBMITTAL (MANDATORY PASS/FAIL)

The Letter of Submittal and the attached *Certifications and Assurances* form (Exhibit A to this solicitation) must be signed and dated by a person authorized to legally bind the Bidder to a contractual relationship, e.g., the president or executive director of a corporation, the managing partner of a partnership, or the proprietor of a sole proprietorship. Signing the Letter of Submittal indicates that the Bidder accepts the terms and conditions of the solicitation. The Letter of Submittal must contain the following information:

- a. Name, address, principal place of business, telephone number, fax number, and e-mail address of the legal entity or the individual with whom the Contract would be written.
- b. Legal status (sole proprietorship, partnership, corporation, etc.), state in which business structure was established, and the year the entity was organized to do business
- c. Washington State Uniform Business Identification (UBI) Number
- d. Federal Employer Tax Identification numbers
- e. Account Manager

Identification of the Account Manager to be the principal contact for OFM for the duration of the Contract. The Account Manager will serve as the focal point for business matters and administrative activities. Provide the name, address, phone number, and e-mail address for the Account Manager.

- f. A statement regarding whether subcontractors are/are not being used to provide any elements of the proposed integration services. Subcontractors must be listed and their relationship described in this section of the Letter of Submittal.
- g. A list of all solicitation addenda downloaded by the Bidder from WEBS and listed in order by addenda number and date. If there are no solicitation addenda, the Bidder must include a statement to that effect.
- h. A statement substantiating that the person who signs the letter is authorized to contractually bind the Bidder firm.
- i. A statement substantiating that the Bidder meets all of the Minimum Qualifications as listed in Section 1.4, *Minimum Qualifications*. Bidders that fail to substantiate the Minimum Qualifications will not move into the scored portion of the evaluation.

- j. A statement which explicitly states whether or not the Bidder or its proposed Subcontractor(s) meets the requirements of this solicitation, has read, understands, and fully complies with the requirements in this solicitation MUST be provided in this section of the Letter of Submittal.
- k. Identification of the page numbers on the Bidder Response that are marked “Proprietary Information”.

### **3.2 BIDDER CERTIFICATION AND ASSURANCE FORMS (MANDATORY PASS/FAIL)**

With its Response, Bidder must submit a completed *Certification and Assurances Form*, Exhibit A. Bidder must sign and include any attachments that are necessary. The Certification and Assurances Form must be signed and dated by a person authorized to legally bind the Bidder to a contractual relationship, e.g., the president or executive director of a corporation, the managing partner of a partnership, or the proprietor of a sole proprietorship.

### **3.3 WAGE THEFT CERTIFICATION (MANDATORY PASS/FAIL)**

With its Response, Bidder must submit a completed *Wage Theft Prevention Certification*, Exhibit B. Bidder must sign and include any attachments that are necessary. The Wage Theft Certification Form must be signed and dated by a person authorized to legally bind the Bidder to a contractual relationship, e.g., the president or executive director of a corporation, the managing partner of a partnership, or the proprietor of a sole proprietorship.

## **4. BIDDERS RESPONSE – PHASE I**

Bidder may find additional information regarding the details of this project in the following appendices:

Appendix A – *Environment Information*

Appendix B – *Network File Share Structure*

### **4.1 STATEMENT OF WORK & TIMELINE (MANDATORY SCORED – 20 POINTS)**

Bidders shall create Statement of Work (SOW) and corresponding timeline based on its delivery methodology addressing the following, and not limited to, the topics below using *Attachment A, Statement of Work* as the file name. Bidders are encouraged to describe the work to be done in the specific deliverable and state which OpenText products, tools, and methods will be performed.

- a. Example structure:
  - i. Phase
  - ii. Tasks
  - iii. Deliverables (outputs)
  - iv. Acceptance Criteria
  - v. Payment Milestones

b. Example deliverables (not limited to):

- i. Workshops and requirements
- ii. Architecture Review
- iii. Installation of OpenText software
- iv. Design & Configuration of Content Server
- v. Integrations and/or interfaces
- vi. Data Migration
- vii. Process Automation – Workflows
- viii. Reports
- ix. Training (administrator and user)
- x. Knowledge Transfer
- xi. Documentation of technical configurations
- xii. Testing methods – successful demonstrations of functionality, design; scanning, viewing, searching
- xiii. Development Environment Testing
- xiv. Transport of Configurations from Development and Production
- xv. Production Environment Testing
- xvi. Go/No-Go Decision
- xvii. Go-Live
- xviii. Post Production

c. Bidders shall attach the timeline which aligns with SOW Phases to the end of the SOW.

*This section is scored by consensus AND weighted based on 20%.*

*((Actual Points Earned / Total Points Available) \* 20) = Total Points*

#### **4.2 PROJECT REQUIREMENTS (MANDATORY SCORED - 20 POINTS)**

Bidder shall rate and answer the project requirements questions in *Attachment B, Project Requirements*.

*This section is scored AND weighted based on 20%.*

*((Actual Points Earned / Total Points Available) \* 20) = Total Points*

#### **4.3 PROPOSED RESOURCES (MANDATORY SCORED – 15 POINTS)**

Bidders shall describe each proposed resources, experience, and attach resumes for each using file naming convention as *Attachment C, Proposed Resources*.

Resources shall perform most of the work on-site in Olympia, Washington.

This section is score by consensus AND weighted based on 15%.

*((Actual Points Earned / Total Points Available) \* 15) = Total Points*

**4.4 FINANCIAL RESPONSE (MANDATORY SCORED – 30 POINTS)**

Bidder pricing shall be presented using a fixed-price methodology based on accepted deliverables.

There will be no other reimbursement for expenses, including travel, and therefore pricing shall reflect all costs. Attachment D, *Bidder Evaluation Pricing Worksheet* (Pricing Worksheet), contains a Milestone based payment schedule which should align with the Bidder Attachment A, *Statement of Work*.

OFM reserves the right to update the milestone payment schedule by combining payments or allowing for hold-back based on successful project completion.

**4.4.1 PRICING WORKSHEET**

The Pricing Worksheet is provided for the Bidder to supply a fixed-price bid response to this solicitation. The Pricing Worksheet can be found in electronic form at the Washington Electronic Business System (WEBS) at <http://www.ga.wa.gov/webs/> and at <http://ofm.wa.gov>

The Bidder Pricing Worksheet must be submitted in **both** the MS Excel format provided and a pdf format. The Pricing Worksheet has three (3) sections:

1. Fixed Price Services Implementation Cost (Scored)

Using Bidder’s methodology and approach defined in *Attachment A, Statement of Work*, the Bidder shall provide costs for each Phase and major milestone in the format provided in the worksheet.

Pricing shall be fixed-priced and align with Bidder’s SOW.

*The pricing score is weighted based on 30% using the calculation below.  
(Lowest Total Bid \$ Presented / Bidder’s Total Bid) \* 30 = Total Points*

2. Hourly Consulting Rate (Optional – not scored)

Bidder shall include a future hourly rate, by resource, in the event OFM wishes to exercise its option for additional services.

3. Resource Description (Required – not scored)

The Resource section on the Pricing Worksheet shall contain the resource role, name, and the total percentage of time the resource will perform on the project. For example:

Name, Title	40%
Name, Title	80%

For each resource, the Bidder shall include resumes as described in Section 4, Resource Resumes.

**4.5 BIDDER’S FIRM EXPERIENCE RESPONSE (MANDATORY PASS/FAIL)**

Bidder shall provide in its response Attachment E, *Bidder’s References* using references specific to the Bidder’s experience providing ECM consulting services, products implemented (specifically OpenText), reference company name, contact name, telephone and email.

## 5. BIDDER INTERVIEW & REFERENCE CHECK – PHASE II

During the second phase of the evaluation process, OFM may elect to interview up to three (3) of the top scoring Bidders for this procurement. Those Bidders selected to move into Phase II carry forward their points earned in Phase I. Points earned during Phase II are not weighted and will be added to Phase 1 points to determine the top scoring Bidder.

However, OFM reserves the right to award this Contract to the Bidder in Phase II that best meets the interest for the state of Washington regardless of final score. The top scoring Bidder may not be awarded.

### 5.1.1 BIDDERS TEAM INTERVIEW (MANDATORY SCORED – 100 points)

Bidder shall participate in a team interview to present the integration approach based on the SOW and Timeline submitted in Bidder's Response. The proposed candidate(s) shall participate preferably on-site in Olympia, Washington. However, OFM will consider remote access via Skype or WEBEX.

The total points earned in this section are by consensus and shall be added to the total points earned by Bidder in Phase 1.

### 5.1.2 BIDDERS REFERENCE CHECK (MANDATORY PASS/FAIL)

OFM shall contact Bidder's references provided in Attachment E, *Bidder Reference*. This step is a pass or fail determination at the sole discretion of OFM evaluation team.

## 6. EVALUATION AND SELECTION AS AN APPARENTLY SUCCESSFUL BIDDER

### 6.1 OVERVIEW

A Contract may be awarded to one (1) Bidder capable of providing OpenText Implementation Services as described in this solicitation

The Apparently Successful Bidder (ASB) will be the one who:

- Met all requirements in Section 1.4: Minimum Qualifications
- Comply with process requirements in Section 2: General Information
- Met all requirements in Section 3: Administrative Requirements
- Met all requirements in Section 4: Bidder Response-Phase I
- Met all requirements in Section 5: Bidder Interview and Reference Check-Phase II

Prior to ASB selection, OFM shall select up to three (3) top Bidders to participate in an Interview. The interview will be in Phase II of the evaluation process, is mandatory and shall be scored. OFM reserves the right to perform Bidder Reference Checks following the Interviews. Reference Checks are not scored and based on a pass or fail.

Once the ASB has been selected, Contract negotiations shall begin. If during Contract negotiations it is determined that first ASB is unable or no longer able to provide the service, OFM reserves the right to enter into Contract negotiations with the next Bidder for that Service.



## 6.2 EVALUATION WEIGHTING AND SCORING

Responses meeting all of the administrative requirements, will move on to the evaluation and scoring stage of this solicitation. There are two phases as described below.

OFM will evaluate responses in phases using the weighted scoring. The evaluation process adopted by this competitive procurement will evaluate Bidder response in a structured multi-phase approach. The evaluation and scoring for each phase will determine participation in future phases.

<b>PHASE 1 Section:</b>	<b>Response Category</b>	<b>Scored</b>	<b>Weighted Score</b>
3.1	Letter of Submittal	Pass/Fail	n/a
3.2	Certifications & Assurances	Pass/Fail	n/a
3.3	Wage & Theft Certification	Pass/Fail	n/a
4.1	Statement of Work and Timeline	Scored	20%
4.2	Project Requirements	Scored	20%
4.3	Proposed Resources	Scored	15%
4.4	Pricing Worksheet	Scored	30%
4.5	Bidder Experience	Scored	15%
<b>PHASE 2 Section:</b>	<b>Participation up to 3 Bidders</b>	<b>Scored</b>	<b>Non-weighted points</b>
5.5.1	Team Interview	Scored	100 additional points
5.1.2	References – ECM Projects	Pass/Fail	n/a

Only responses that pass the first three administrative steps in Phase 1 (3.1, 3.2, and 3.3) will continue onto the remaining evaluation scoring sections in Phase I. Bidders failing to meet any Mandatory requirement in this solicitation may cause the entire Bidder response to be non-responsive.

OFM reserves the right to determine, at its sole discretion, whether Bidder’s Response to a Requirement is sufficient to pass.

OFM reserves the right to award this Contract to the vendor which, after the end of Phase II, meets its needs and is in the best interest of the state of Washington.

### **6.3 NOTIFICATION TO BIDDERS**

The Solicitation Coordinator will notify the Apparently Successful Bidder(s) of their selection by e-mail upon completion of the evaluation process. Individuals or firms who's Responses have not been selected as an Apparently Successful Bidder, will be notified separately by e-mail.

### **6.4 DEBRIEFING OF UNSUCCESSFUL BIDDERS**

Any Bidder who has submitted a Response and been notified that they were not selected as an Apparently Successful Bidder may request a debriefing. The request for a debriefing conference must be received by the Solicitation Coordinator as scheduled in Section 2.2 of this solicitation. Debriefings will be held as scheduled in Section 2.2 of this solicitation.

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

- Evaluation and scoring of the Bidder's Response;
- Critique of the requesting Bidder's Response based on the evaluation; and
- Review of Bidder's final score in comparison with other final scores without identifying the other firms.

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

### **6.5 PROTEST PROCEDURE**

Protests may be made only by Bidders who submitted a Response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the Bidder is allowed five (5) business days to file a protest of the acquisition with the Solicitation Coordinator. Protests must be received by the Solicitation Coordinator as set forth in Section 2.2 *Estimated Schedule of Procurement Activities*. Protests may be submitted by email, but must then be followed by the document with an original signature.

Bidders protesting this procurement shall follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Bidders under this procurement.

All protests must be in writing, addressed to the Solicitation Coordinator, and signed by the protesting party or an authorized Agent. The protest must state the solicitation number, the grounds for the protest with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included.

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination or conflict of interest on the part of the evaluator
- Errors in computing the score
- Non-compliance with procedures described in the procurement document or Department of Enterprise Services policy

Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as: 1) An evaluator's professional judgment on the quality of a Response, or 2) OFM's assessment of its own and/or other agencies' needs or requirements.

Upon receipt of a protest, a protest review will be held by the OFM. The OFM director or an employee delegated by the Director who was not involved in the procurement, will consider the record and all available facts and issue a decision within five (5) business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may affect the interest of another Bidder that submitted a Response, such Bidder will be given an opportunity to submit its views and any relevant information on the protest to the Solicitation Coordinator.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold the OFM's action;
- Find only technical or harmless errors in the OFM's acquisition process and determine the OFM to be in substantial compliance and reject the protest; or,
- Find merit in the protest and provide the OFM options which may include:
  - Correct the errors and re-evaluate all Responses
  - Reissue the solicitation document and begin a new process
  - Make other findings and determine other courses of action as appropriate

If the OFM determines that the protest is without merit, the OFM will enter into a Contract with the Apparently Successful Bidder. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.