

State of Washington
Office of Financial Management

Request for Proposal (RFP)

**Enterprise Resource Planning (ERP) System
Integrator Services (#20-200)**

Publication Date: June 30, 2020

Response Date: August 10, 2020

RFP Coordinator

OneWashington ERP Selection #20-200

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Submission

Due Date: August 10, 2020

Submit to State of Washington: Email submission should contain the Bidder's technical and cost Response, any supporting documentation, and the following files:

- SaaS ERP System Integrator Services – Technical Response.pdf
- SaaS ERP System Integrator Services – Requirements.xlsx
- SaaS ERP System Integrator Services – Statement of Work.docx
- SaaS ERP System Integrator Services – Cost Response.pdf
- SaaS ERP System Integrator Services – Pricing.xlsx

WEBS COMMODITY CODE: 958-16 Business Management Services; 958-23 Computer Management Services; 918-75 Management Consulting; 958-68 Support Services, Management

Bidders are solely responsible for accessing the Request for Proposal (RFP) documents via WEBS. Failure to obtain these documents via WEBS may result in a Bidder having incomplete, inaccurate, or otherwise inadequate information for bidding.

The document(s) will be available in standard Microsoft Office and Adobe Acrobat formats. Bidders are solely responsible for:

- Downloading this solicitation consisting of the RFP, Appendices, and any related incorporated documents provided by the RFP Coordinator.
- Downloading all Amendment(s), if any, to this RFP to ensure receipt of all updates or revisions.

WEBS notification via automated email of Amendment(s) to the RFP will only be provided to those Bidders who have registered with [WEBS \(https://pr-webs-vendor.des.wa.gov/\)](https://pr-webs-vendor.des.wa.gov/) and **have downloaded the RFP from WEBS**. Bidders must check their email spam filters to ensure receipt of WEBS email notifications are not being blocked.

ADA COMPLIANCE: The State complies with the Americans with Disabilities Act (ADA). Bidders may contact the RFP Coordinator to receive the RFP documents in Braille or on tape.

BIDDER ELIGIBILITY: This procurement is open to those Bidders who satisfy the minimum qualifications stated herein.

The RFP package, including the following four (4) RFP documents and four (4) Appendices, will be posted and available for download via WEBS.

RFP Documents:

- SaaS ERP System Integrator Services – RFP.pdf
- SaaS ERP System Integrator Services – Requirements.xlsx
- SaaS ERP System Integrator Services – Pricing.xlsx
- SaaS ERP System Integrator Services – Statement of Work.docx

RFP Appendices:

- Appendix A – RFP Tables.pdf
- Appendix B – Data Governance Strategy.pdf
- Appendix C – Business Intelligence Strategy.pdf
- Appendix D – Integration Strategy.pdf

Important Notice: Effective immediately upon release of this RFP, and until notice of contract award, all communications from Bidders regarding the requirements of this RFP shall be directed, in writing only, to:

Kristy Brodersen, OFM RFP Coordinator

Email: OneWaERPProc@ofm.wa.gov

The State shall distribute all official changes, modifications, responses to questions, or notices relating to the requirements of this RFP by posting them on WEBS, located at <https://pr-webs-vendor.des.wa.gov/>, it is incumbent upon the Bidder to check WEBS for such postings. Any other information of any kind from any other source shall not be considered official, and Bidders relying on other information do so at their own risk.

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1 Introduction

1.1 Overview

The State of Washington (State) Office of Financial Management (OFM) is issuing this Request for Proposal (RFP) document to solicit proposals from certified implementors of the Workday Cloud Suite (Workday). The State is looking to contract with a System Integrator who will provide Enterprise Resource Planning (ERP) public sector software implementation services for the following Workday components:

- Workday Financial Performance Management
- Workday Financial Management
 - Projects
 - Project Billing
- Workday Expenses
- Workday Procurement, including SCOUt RFP
- Workday Inventory
- Workday Prism Analytics
- Workday Grants Management
- Workday Human Capital Management (HCM)
 - Workday Talent Management
- Workday Payroll
- Workday Learning
- Workday Recruiting
- Workday Time Tracking
- Adaptive Insights Business Planning Cloud

1.2 Definitions

The following definitions are used in this RFP document:

Acceptance Criteria means the subset of Specifications against which each Deliverable and Service will be evaluated for Acceptance in accordance with **Section 5.13 Deliverable Review and Acceptance** and the warranties and other requirements described in this Contract or in the Deliverable Expectation Documents, Change Orders, and other Deliverables. The Acceptance Criteria for Services not subsumed in a Deliverable is OFM's satisfaction for the Services.

Agency means 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 means a firm, company, or organization responding to the RFP document to provide services to implement the software described in the RFP.

Business Days means Monday through Friday, 8 a.m. to 5 p.m. local time in Olympia, Washington, excluding Washington State holidays.

Business Function means business functional areas such as finance, budget, procurement, human resources, and payroll.

Change Order means a written document signed by the State, and issued to the Bidder, which alters the scope of the Work to be performed by the Bidder, changes the schedule for performance of the Work, increases or decreases the Bidder's compensation, or makes any other change to the Contract.

Completion means fulfillment of all the Bidder's obligations under the Contract.

Confidential Information means information that may be exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW, Public Records Act or other state or federal statutes and regulations. Confidential Information includes, but is not limited to, any information identifiable to an individual that relates to a natural person's health, finances, education, business, use or receipt of governmental services, names, addresses, telephone numbers, email addresses, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and any other identifying numbers, law enforcement records, OFM source code or object code, or OFM or State security information.

Configuration means the use of application features to establish business rules in the application to meet the State's business needs.

Contract means the written agreement entered into between the State and the Bidder evidencing the terms and conditions related to the Project. The Contract includes the Bidder-submitted Response, including executed bid/Response forms, pricing, specifications and other attachments; Notice(s) to Proceed; and all Amendment(s) issued prior to and all Modifications (Change Orders) issued after execution of the Contract.

Contract Administrator means the person granted authority to act on behalf of the State in all matters concerning the resultant Contract, any successor thereto, and the authorized representative of the Director of the Office of Financial Management acting within the limits of such authority delegated.

Days, except as otherwise provided herein, shall refer to calendar days, including, without limitation, weekends and State holidays.

Deliverable means Contractor's products that result from the Services and that are prepared for OFM (either independently or in concert with OFM or third parties) during the Contractor's performance under this Contract.

Deliverable Expectation Document (DED) means a document that describes Acceptance Criteria for each Deliverable and Service subject described in a Statement of Work or this Umbrella Contract.

ERP Application Software means the software solution for which the successful Bidder will be responsible providing software integration and implementation services.

Holdback means the payment amounts held back by OFM from each Deliverable's Charges.

Implementation roadmap means the State's plan for implementing specific software business functions across the state.

Key Staff means Bidder's personnel or subcontractor staff whose experience, skills, abilities, or background make them uniquely valuable to OneWashington and who are named as Key Staff in this Contract or a Statement of Work.

Legacy Application means on-premise software applications in place today supporting the business functions across the State.

OFM means the State of Washington, Office of Financial Management; any division, section, office, unit, or other entity of OFM; or any of the officers or other officials lawfully representing OFM.

OFM Business Manager means the person designated by OFM to be the primary contact person with whom the Contractor's Account Manager will work the duration of this Contract.

OFM Contract Administrator means the person designated by OFM to administer this Contract on behalf of OFM.

OFM Contracting Officer means the Director of OFM, or the person to whom signature authority has been delegated in writing.

OneWashington means the comprehensive business transformation program, within OFM, whose mission is to modernize enterprise administrative systems and processes for the State of Washington.

Personal Data includes, but is not limited to, any information identifiable to an individual that relates to a natural person's health, finances, education, business, use or receipt of governmental services, names, addresses, telephone numbers, email addresses, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and any other identifying numbers, law enforcement records, OFM source code or object code, or OFM or State security information.

Plante & Moran, PLLC is the State's SaaS ERP Procurement Assistance consultant for the project.

Preexisting Material means proprietary products, software, methods, devices, or the like delivered by the Contractor to fulfill its obligations under this Contract. Preexisting Material does not originate from this Contract but may be incorporated into or be required to properly support Deliverables under this Contract. Preexisting Material may be owned by the Contractor or a third party that has given permission for its use hereunder.

Price means charges, costs, rates, and/or fees charged in United States dollars for the Services under this Contract.

Project means the State's overall objective or endeavor of which this RFP document forms a part.

Proprietary Information means information owned by the Contractor to which the Contractor claims a protectable interest under law. Proprietary Information includes, but is not limited to, information protected by copyright, patent, trademark, or trade secret laws.

RCW means the Revised Code of Washington.

Requirements means that part of the RFP document containing written directions, business needs, and specifications for completing the Work.

Software means the licensed software application, including third-party software applications that are intended to be implemented in the State.

Software as a Service means the software vendor's supported and managed software solution provided as a remote service to the client. The software implementer will work with the software vendor to implement the software solution chosen by the State.

Software Integrator means the Bidder selected through this RFP process to implement the software solution chosen by the State.

Software Vendor means the company providing the software to the State through Software as a Service. The State's software vendor is Workday.

State means the State of Washington.

Subcontract means any agreement, including purchase orders (other than one involving an employer/employee relationship), entered into between the Bidder and a Subcontractor calling for services, labor, equipment, and/or materials required for the performance of the work required by the RFP document, including any modification thereto.

Subcontractor means any individual, firm, partnership, corporation, joint venture, or other entity, other than an employee of the Bidder, which contracts with the Bidder or a Subcontractor to furnish services, labor, equipment, or materials required for the performance of the work required by this RFP document, including any modification thereto.

Supplies, Materials, and Equipment as used herein shall include, without limitation, all items, tangible or intangible, to be incorporated in the work or otherwise delivered to the State hereunder.

System means the fully installed, configured, and implemented software application(s), including any third-party software, necessary to meet the State's requirements and defined work.

System Requirements means functional and technical requirements for the software solution chosen by the State. These system requirements and the software vendor's response form are available in the attached **SaaS ERP System Integrator Services – Requirements.xlsx**.

WEBS means Washington Electronic Business System the State's bid notification system database located at: <https://pr-webs-vendor.des.wa.gov/>.

1.3 RFP Coordinator

The RFP Coordinator is the sole point of contact for this solicitation. All communication regarding the subject of this SaaS ERP System Integrator Services RFP must be with the RFP Coordinator, using the contact information set forth below.

Bidders are to rely only on written statements issued by the RFP Coordinator. Any other communication will be considered unofficial and non-binding on the Agency.

Communication about this RFP directed to parties other than the RFP Coordinator may result in disqualification of the Bidder.

Name	Kristy Brodersen, OFM RFP Coordinator
Email Address/ Subject Line Requirement	<p>OneWAERPProc@ofm.wa.gov</p> <p>To ensure proper delivery, all communications <i>must include</i> the following in the Subject Line:</p> <p>ERP System Integrator RFP 20-200</p> <p>Attention Kristy Brodersen, OFM RFP Coordinator</p>
Mailing Address	P.O. Box 43113, Olympia, WA 98504-3113
Physical Address for Delivery	302 Sid Snyder Ave. S.W., Third Floor Director’s Office, Olympia, WA 98504

1.4 Schedule of Procurement Activities

Listed below are specific and estimated dates and times of actions related to this RFP. The actions with specific dates must be completed as indicated unless otherwise changed. **OFM reserves the right to revise this schedule.** If it is necessary to change any of the specific dates and times in the calendar of events listed below, an amendment(s) to this RFP will be issued.

Milestone	Time frame
RFP issuance	June 30, 2020
Bidders submit questions for Bidder pre-proposal conference	July 8, 2020
OPTIONAL Bidder pre-proposal conference (optional attendance) TIME: 3:00 p.m. to 4:30 p.m. local time, Olympia, WA REMOTE Location:	
Join Microsoft Teams Meeting	July 9, 2020
+1 989-272-9774 United States, Saginaw (Toll)	
(844) 562-1933 United States (Toll-free)	
Conference ID: 484 258 473#	

Milestone	Time frame
Intent to propose form and certifications due from Bidders by 4:00 p.m. local time Olympia, WA (optional)	July 13, 2020
Deadline for clarification questions by 4:00 p.m. local time, Olympia, WA	July 21, 2020
State distributes responses for Bidder RFP clarification questions by 4:00 p.m. local time, Olympia, WA	July 28, 2020
Last day for complaints – 3:30 p.m. local time, Olympia, WA	August 4, 2020
Bidder Responses due, 10:00 a.m. local time, Olympia, WA	August 10, 2020
Notification of presentations and interview dates	August 25, 2020
Firm and key staff reference checks	August 26, 2020 through September 4, 2020
Presentations and Interviews	September 8, 2020 through September 25, 2020
OFM notifies Apparently Successful Bidder and begins contract negotiations	October 6, 2020
OFM notifies unsuccessful Bidders	October 6, 2020
Unsuccessful Bidders may request Debriefing until 3:30 p.m. local time, Olympia, WA	October 9, 2020
OFM holds debriefing conferences, if requested	October 12, 2020 through October 23, 2020
Protests are due no later than 1 day after debrief, up to October 30, 2020 (dependent on day of debrief)	October 19, 2020 through October 30, 2020
Start contract negotiations	October 7, 2020

1.5 State of Washington Background

The State's overriding goal for this effort is not only to replace aging infrastructure, but to lay the foundation for a new way of conducting state business across the enterprise. We need a partner that can make our goal a reality.

In this section we offer context about the current state environment, which may be important to consider in designing an implementation approach.

Washington State government operates with more than 65,000 full-time equivalent employees in over 128 agencies within the scope of this effort.

Executive Branch – includes the Governor and eight elected state officials:

- Lieutenant Governor
- Secretary of State
- State Treasurer
- Attorney General
- State Auditor
- Superintendent of Public Instruction
- Insurance Commissioner
- Commissioner of Public Lands – Department of Natural Resources

The executive branch agencies operate within this leadership organization:

- Agencies with Governor-appointed heads of department
- Agencies that operate under the authority of a board, council, or commission
- Universities and community and technical colleges – these are outside of the scope of this project
- Smaller agencies receive accounting, budgeting, payroll, and HR services from the Department of Enterprise Services

Legislative Branch – composed of the Senate and the House of Representatives and enacts bills into laws. The Senate has 49 elected members corresponding to the number of legislative districts in the state. The House has 98 elected members, two for each district.

Judicial Branch – composed of the state courts: Trial Court (Municipal, District, and Superior), Court of Appeals, and Supreme Court. State courts make rulings on the constitutionality and legality surrounding the implementation of a law as passed by the Legislature and signed by the Governor. The Supreme Court is composed of a Chief Justice and eight Justices, each of whom are elected to six-year terms by the public.

1.5.1 Federated Model

Few of the State’s financial and administrative processes are currently supported by enterprise-wide solutions. Washington implemented the SAP HR/Payroll system more than a dozen years ago, and this is the State’s only experience with implementing an ERP component. The State’s official accounting system of record was implemented in the early 1980s and provides basic general ledger and payment functionality. There are a handful of other systems that agencies are required to use across the executive branch, a few others are offered for use by the Office of Financial Management or the Department of Enterprise Services, but adoption rates vary widely. (See **Appendix A – RFP Tables.**) For a list of functionalities expected in the new solution please refer to **Section 1.8 Scope of SaaS ERP System Integrator Services.**

This situation means that:

- The tools, processes, and controls available to agencies today are not robust, modern, or standardized across the enterprise.
- Agencies are ready and eager to have the benefits of modern, integrated tools, but have little recent practice in enterprise-wide implementations of such tools. A number of agencies, however, have had more recent experience with business transformation projects within their own agencies or sectors.

- The State has little experience in defining and implementing standardized processes across the enterprise and does not have an established, practiced governance framework for doing so.
- Because few of the State's core administrative processes have been automated from an enterprise perspective, agencies have adapted to the current state with their own processes, agency-specific tools, and complex integrations to optimize their own processes and to produce information required for internal operations and stakeholders. There will likely be some concern that the benefits of enterprise standardization will come at the cost of sub-optimizing internal agency processes.
- The current state reinforces the federated model of operations.

1.5.2 Office of Financial Management (OFM)

OFM is a cabinet-level agency within the executive branch that provides vital information, fiscal services, and policy support to the Governor, Legislature, and state agencies in their efforts to serve the people of Washington State. In this role, OFM's Statewide Accounting division centrally develops and maintains state administrative and accounting policies and prepares statewide financial reports.

OFM is accountable for providing enterprise financial systems and coordinating improvements in statewide financial processes. In addition, State Human Resources, a division of OFM, provides centralized policy service on behalf of the Governor to executive branch agencies regarding human resources and payroll. Part of this work entails negotiating collective bargaining agreements with the State's labor partners/unions. Some of the exiting agency business processes have resulted from the contractual provisions found in these agreements.

OFM has established "Better information. Better decisions. Better government. Better Washington." as their strategic vision. In 2013, recognizing that modernization of state practices and underlying technologies is of critical importance to providing better data and information, OFM established the OneWashington Program in order to provide consistent focus, planning, and execution to support enterprise business transformation efforts.

1.5.3 The One Washington Program (OneWa)

The One Washington Program is a business transformation program of the State of Washington.

- OneWa is currently conducting organizational readiness activities to support the successful implementation of Workday Cloud Suite, such as:
 - The State has engaged the Hackett Group to conduct a Financial Benchmark. This benchmarking effort focused on the financial processes, including the people, process, and technology that is supporting the processes. This is the initial step to conducting the necessary and significant business transformation for the State. This report will be made available to the System Integrator upon selection, due to the confidentiality of the report.
 - The State has engaged Deloitte as its Organizational Change Management consultant to conduct agency readiness, communication, and change management activities.
- OneWa is conducting other readiness activities, such as working with agencies on identification of integrations and targeted system replacements.
- OneWa will oversee the implementation of the Workday ERP Cloud Suite and serve as PMO for the overall effort.

More information about OneWa can be found at <https://ofm.wa.gov/about/special-initiatives/one-washington/about-one-washington>. In addition, Governor Inslee issued an Executive Order regarding expectations for the State and can be found at <https://ofm.wa.gov/about/special-initiatives/one-washington>.

OneWA is committed to removing barriers to success; we commit to having the hard conversations where necessary, challenge assumptions, and champion real, measurable change. We will need our partner's help to make this a reality. This transformation will require more than merely adopting new technology or working with new processes.

The transformation will extend to multiple agencies and operations of the state organization. Successful transformation is critical to business outcomes of the state enterprise on a daily and significant basis. The OneWashington Program, with support from its governance structure, seeks to implement new, modernized, and standardized business processes along with the standardized technology. A System Integrator partner is needed that is committed to fulfilling the unique needs of this program and this State.

Beginning with the end-user perspective from within each of the four business functions, to mid-management, to data exchange with shadow processes and systems, there will be many people and components that must be identified and simultaneously supported in this transformation effort to achieve the goal of successfully modernizing the State's core business functions. A System Integrator partner is needed to bring a people-focused and clear methodology to address the diverse perspectives of end-users who have not traditionally had standardized business processes and deploy those into a truly transformational system build and implementation.

Where the State's valued human resources are concerned, there is a need to create an atmosphere that is open to and welcoming of transformation. This includes at the leadership level, where solidifying an understanding of the need for extra care and attention to managing the transformation is vital. A System Integrator partner that works well with our existing OCM program is needed to deliver an implementation that is effectively people-focused and has a solid plan for training and process adoption.

While OneWa is a business transformation effort, there are also technical elements that will require OneWa to equally inform and engage information technology leaders and their teams.

The State seeks to procure an ERP System Integrator that can assist with the necessary business transformation within the Workday managed environment that will meet the State's needs and support business transformation.

1.5.4 Legacy System Environment

Washington currently relies on several aging information systems that limit the State's ability to transform and modernize business operations. The technology is old, inflexible, and limiting and does not meet modern expectations for access to accurate and timely data, decision support, and transparency. Integration with other systems is costly and difficult. The lack of modern functionality in these legacy systems leads to data and process duplication across state government as agencies have been required to meet these needs on their own. The OneWashington Program seeks to address these issues through business process transformation supported by the replacement of core legacy systems.

Accounting. There are two primary legacy systems supporting the financial business process. These include the State's central financial system, AFRS, which was implemented in 1984, and the Department of Transportation's financial system, TRAINS, which was implemented in 1991.

AFRS is a mainframe accounting system that provides accounting support for all Washington state agencies, including cabinet-level agencies, separately elected entities, and higher education institutions. AFRS is Washington State's central accounting system for recording revenues, expenditures, receipts, disbursements, staffing, and allotments. AFRS is the official book of record for Washington State. AFRS is a customized version of the KPMG R*STARS software package, which was installed more than 35 years ago and has been customized to meet the unique needs of Washington State. Data from AFRS, once processed, is loaded into a structured query language (SQL) data warehouse to support statewide financial reporting and processes. It is

important to note that AFRS does not support accounts receivable, employee expense reimbursement, cost allocation, projects and grants, capital asset management, purchase to pay, and other basic financial functions.

CAS is a subsystem used to process Medicaid and other cost allocations for grant recovery purposes. The State's Cost Allocation System is a built Automated Cost Allocation Plan that mirrors the State's approved Public Assistance Cost Allocation Plan (PACAP) from the federal government. The written PACAP is a document that identifies both federal and state programs administered by the Department and the procedures by which the administrative costs of each agency are allocated to those programs. This document represents the overall functional organization of the Department. Its purpose is to clarify the management, administrative responsibilities, and accounting processes used to support the cost allocation methodology depicted in PACAP. The State of Washington has three agencies with PACAP plans (Department of Social and Health Service, Health Care Authority, and Department of Children, Youth, and Families).

The written PACAP is necessary, as the federally financed programs administered by state public assistance agencies are funded predominately by the Department of Health and Human Services (HHS). All administrative costs (direct and indirect) are normally charged to federal awards by cost allocation methodologies approved in the PACAP.

TRAINS is a mainframe accounting system that provides accounting support for all WSDOT's revenues, expenditures, receipts, disbursements, projects, agreements, resources, and obligations. It also performs the Federal Highway Administration (FHWA) billing, along with the billing of other entities for project activity. It is a highly customized version of an American Management Systems (AMS, now CGI) software package. TRAINS is used as WSDOT's primary financial system and is unique in the State for that reason. Data from TRAINS, once processed, is sent to AFRS at an aggregate level to support statewide financial processes.

The TRAINS application also includes the current WSDOT budgeting system known as the Transportation Allotment and allocation Control System (TRACS) that will be included in the Budgeting system described below.

Budgeting. Beyond Finance, the State has additional information technology systems supporting other administrative functions. The statewide budget development process is supported by a collection of agency and enterprise systems. Departments or agencies use their own process and systems, such as TRACS within WSDOT, to develop their individual budgets. Last year OFM replaced the fragile Budget Development System (BDS) for operating budgets with an Agency Budget System (ABS), which will provide a stable environment until the OneWa solution can be implemented. The OFM budget development applications also contain seven modules upgraded between December 2015 and December 2016, replacing applications implemented in the mid-1990s. However, all these modules remain separate applications, requiring extensive integrations and reconciliation of data. Significant budget process transformation is anticipated with the implementation of a modern budgeting solution.

Procurement. Washington's enterprise procurement processes are not supported by an end-to-end information technology system. Rather, these processes are currently supported by several disparate systems with limited information being shared between the systems as well as an enterprise contract system. As a result, the State has significant diversity in its procurement processes and significant limitations in reporting on spending and procurement-related activities and functions. The lack of system infrastructure requires state agencies to use manual processes for procure-to-pay and inventory management, which ultimately limits the productivity of the staff completing these processes. The State currently uses WEBS for vendor registration, bid notification, and vendor bid responses.

Human Resources/Payroll. In the human resources domain, Washington uses an instance of SAP's Human Capital Management, referred to as the Human Resource Management System (HRMS), to support personnel administration and payroll. Limited functionality beyond payroll and core human resource management has been implemented in the SAP product. In the current state, the account coding within HRMS is translated

through a critical integration to AFRS and other downstream reporting systems. When HRMS was implemented in 2006, substantial customizations were made to SAP software, making the support and upgrade path more difficult and expensive. From this experience, OneWa has identified the need to optimize the configurations in order to standardize and develop efficient business processes in the future OneWashington transformation. The State currently uses NeoGov for recruitment and is looking to move to Workday's recruiting platform. The State is in the process of procuring a learning management system that will need to be reviewed for replacement or integration.

In addition to the systems described above, there are additional state systems that integrate with or replicate the functions of AFRS. Many of these systems were implemented in the 1980s or 1990s and are joined together using a combination of aging technology, out-of-date computer coding, and cumbersome manual efforts conducted by state employees. As a result, the State struggles to effectively pull together data on state resources and combine it into meaningful information for decision makers to use to guide and manage activities. The current agency systems can be found in **Appendix A – RFP Tables**.

Washington enacts budgets on a two-year cycle, beginning July 1 of each odd-numbered year. The biennial budget enacted by the Legislature can be modified in any legislative session through changes to the original appropriations and yearly allotments. It is typical for the Legislature to enact annual revisions to the State's biennial budget. These revisions are referred to as supplemental budgets. OneWashington is expected to span multiple biennial budget cycles and it is currently envisioned that the System Integrator partner will be funded incrementally through a series of budget cycles.

Washington's systems infrastructure is complex, fragile, and requires the constant monitoring by information technology staff. For the most part, only mandated changes are made to any legacy system in order to maintain system stability. As a result of the inability to easily make system changes, workarounds are necessary to keep pace with changing rules and procedures, and state staff utilize numerous spreadsheets and desktop databases to verify and track transactions and costs. These offline systems and processes lead to duplicate sources of data that may contain potentially conflicting information.

Perhaps most concerning, there is diminishing expertise within the State in the mainframe computer languages used to build and maintain many of these applications. As a result, there is the potential for system failure if existing resources cannot keep up with the demands for application changes or if they are not available to perform necessary production support activities.

1.6 Current Technical Environment

The State has established technology standards (Policy 141.10) and is required to adhere to them as part of the implementation of the ERP Procurement. This policy is located at <https://ocio.wa.gov/policy/securing-information-technology-assets-standards>.

To assist the Bidder on the technical strategies that are being created for the ERP implementation, the State has provided the following appendices for informational purposes to inform the Bidder's response:

- Data Governance Strategy
- Business Intelligence and Analytics Strategy
- Integration Strategy

The two graphics on the following pages depict the State's desired integration architecture.

Figure 1: OneWashington ERP Solution Architecture

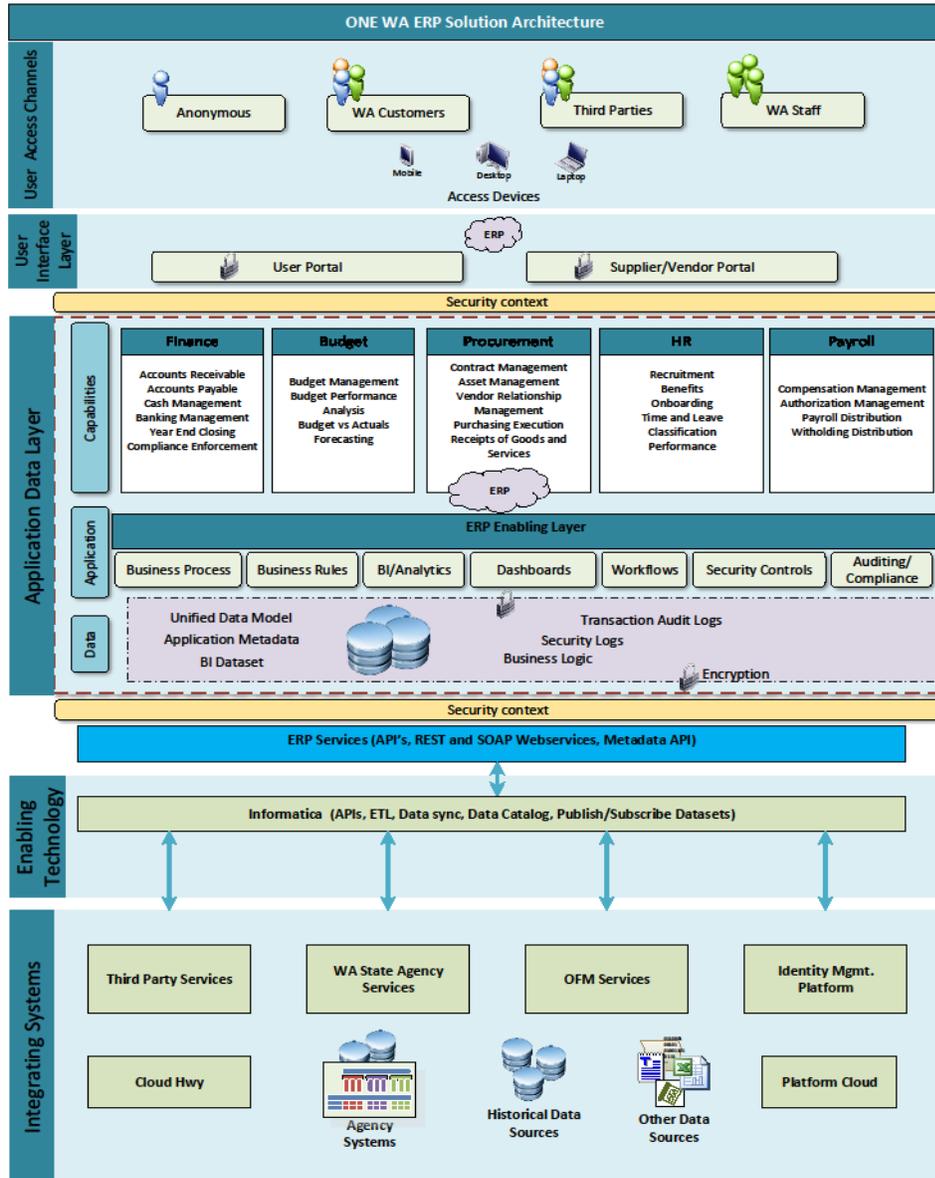
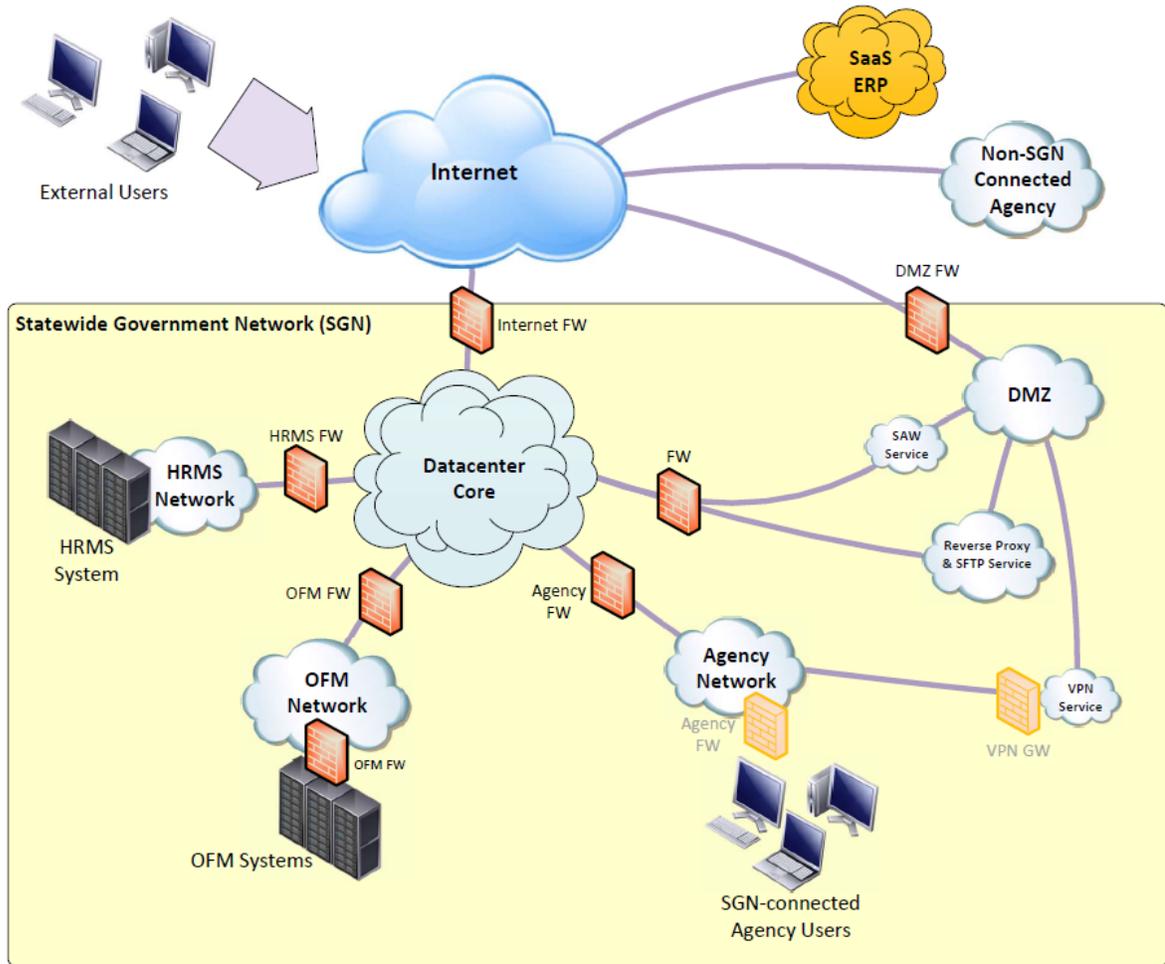


Figure 2: Statewide Government Network



1.7 Software Vendor Selection

The State is in the process of completing a Due Diligence process where they expect to enter into a contract with Workday to provide Software as a Service. This will include the following Workday Cloud suite components:

- Workday Financial Performance Management
- Workday Financial Management
 - Projects
 - Project Billing
- Workday Expenses
- Workday Procurement, including SCOUt RFP
- Workday Inventory
- Workday Prism Analytics
- Workday Grants Management

- Workday Human Capital Management (HCM)
 - Workday Talent Management
- Workday Payroll
- Workday Learning
- Workday Recruiting
- Workday Time Tracking
- Adaptive Insights Business Planning Cloud

The State has also provided a **DRAFT** implementation timeline for the project. The State is asking the Bidder to review and propose an implementation timeline based on its experience that will best meet the needs of the State. See **Section 1.9 Implementation Roadmap**.

It is the expectation of the State to perform a business transformation to use the best practices available in the software through configuration only. No customizations will be allowed in the software. The State will work with the state agencies to eliminate redundant systems and processes that are supported through the ERP to gain efficiencies and standardization across the business processes and reduce the overall technology footprint. The State is looking to enter a contractual relationship with a software system integrator who can support the State's objectives and goals.

1.8 Scope of SaaS ERP System Integrator Services

While OneWashington is a business transformation effort, there are also technical elements that will require the Program to equally inform and engage information technology leaders and their teams. The OneWashington project objectives include the following:

- Well managed, in scope, and on budget, project implementation.
- Standardized and efficient business processes across the state agencies.
- Reduced number of systems used across the agencies for ERP core functions.
- Focused maintenance and operations structure that supports an always current software base.

The State is looking to implement Workday Cloud ERP suite. For specific functionality expected in each business function, please refer to the attached **SaaS ERP System Integrator Services – Requirements.xlsx**. Instructions for responding to the requirements are in **Section 4 Functional Requirements** of this RFP Document. The requirements provided will inform the Bidder how Workday responded to the State's requirements and will allow the Bidder to provide any updates to the requirements based on its expertise in implementing the software solution as well as inform the overall response to this RFP.

1.8.1 Financial & Budget Scope

The vision for the State's financial system represents the implementation of the Workday ERP suite to the highest extent possible, replacing the current statewide legacy systems, AFRS and CAS, as well as other third-party systems, across the State to support the financial functionality. The State intends to establish standard and efficient processes across all agencies in the State related to financial operations; this includes replacing several disparate systems used in the agencies to support these functions.

1.8.2 Procurement Scope

The vision for the State's Procurement and Contracts system represents the implementation of the Workday ERP suite to the highest extent possible, replacing the current environment of several disparate systems with

limited information being shared between the systems. The State will license the Workday procurement component and expects the services of the System Integrator to implement this product and new business processes across all state agencies, replacing or integrating with the existing systems.

Procurement is indelibly linked to the finance and inventory management activities; therefore, the procurement business line includes a supporting role for implementation of the Workday Financial Management and Workday Inventory components.

1.8.3 Human Resources/Payroll Scope

The vision for the State's HCM/Payroll system represents the implementation of the Workday ERP suite to the highest extent possible, replacing the current SAP and other third-party systems across the State to support the HCM and Payroll functionality. The State will license the Workday components and expects the services of the System Integrator to implement these products and new business processes across all state agencies.

1.8.4 WSDOT Scope

The vision for the WSDOT is to replace the legacy ERP systems (TRAINS and TRACS) with the Workday Cloud Suite. When a Department of Transportation implements a new ERP system that supports federal billing, the system must undergo a Financial Integrity Review, Evaluation, and Certification by the Federal Highway Administration (FHWA). The Bidder will be required to lead WSDOT through conducting practice testing events, with the final test performed by WSDOT staff in a production-ready environment.

WSDOT uses Workforce Software (DOTtime) for time and attendance for approximately 5,500 of 7,000 employees. As of April 1, 2020, DOTtime has been deployed to all employees except those in Eagle Harbor (Washington State Ferries maintenance facility), Ferries Terminals, and the Ferries Fleet. The remaining employees at Washington State Ferries will be deployed over the next two to three years. WSDOT DOTtime will be integrated to Workday Cloud Suite.

WSDOT operates in a complex environment, including maintaining and operating the state highway system. WSDOT is responsible for the state ferry system and works in partnership with others to maintain and improve local roads, railroads, and airports as well as to support alternatives to driving, such as public transportation, bicycles, and pedestrian programs. The employees of WSDOT are covered by 13 Collective Bargaining Agreements (CBAs), 11 which are unique to Washington State Ferries.

WSDOT plans to utilize the Workday Cloud Suite to produce audited annual financial statements for the Washington State System of Eligible Toll Facilities.

WSDOT utilizes the Modified Approach for accounting for transportation-related infrastructure in accordance with GASB 34. This requires WSDOT to determine which infrastructure expenditures meet the capitalization criteria and which should be expensed as maintenance and preservation. WSDOT expects that the Workday Cloud Suite will be able to support the Modified Approach.

WSDOT also has unique cost accounting processes that will need to be reviewed and established in the new Workday Cloud Suite. Changes to these plans will require reapproval by FHWA and will require specific processes and standards to be configured in the Workday Cloud Suite. These current cost accounting processes and plans include:

- WSDOT utilizes a weighted labor distribution methodology approved by FHWA to distribute labor charges to projects, grants, and cost centers. WSDOT intends to change its labor distribution methodology.
- WSDOT has five FHWA-approved Cost Recovery Plans:
 - Materials Laboratory

- Printing Services
- HQ Survey and Mapping
- Transportation Equipment Fund (TEF)
- Central Sign Shop
- WSDOT has a FHWA-approved Indirect Cost Rate Plan
- WSDOT has four FHWA-approved Cost Allocation Plans
 - Local Programs
 - Public Transportation
 - Administrative Positions
 - Administrative Project Costs

WSDOT will use Workday Cloud Suite to address critical functions currently served by legacy agency-specific systems, which include:

- Project and grant accounting (cost accounting)
- Project funding splits and priorities for billing purposes
- Requesting reimbursement from FHWA only when an expense has been paid (not just incurred)
- Accounts receivable, billings, and collections
- Third-party damages receivables, billings, and collections
- Consumable inventory
- Fixed assets, including depreciation calculation
- Infrastructure asset accounting
- Real estate (right of way acquisitions, dispositions, and leases)
- Accounting for loans and bonds

To further inform the System Integrator, WSDOT completed a [Critical Applications Implementation Feasibility Study](#) in 2009. While some things have changed in the last decade, much of the information in this study is still valid and provides additional information to the Bidders.

1.9 COVID-19 and Implementation Timeline

Due to the COVID-19 environment bidders are requested to describe their balance between remote and onsite work that will be performed to accomplish the work in partnership with the state resources. It is anticipated that there will be a heavier remote work environment from October 2020 – July 2021 with pandemic and health assessment periods along the way. The transition from a remote and social distancing work environment will occur slowly over time and will become a new normal for all of us. The state requests the bidder to describe throughout their proposal how they will address a remote work environment, including any tools that will be used to support the remote work and collaboration with the state resources.

COVID-19 has also impacted the funding that will be available for the program. The state is looking for the best and most creative offers to accomplish the needs to the state to implement the new ERP Cloud Suite. The state is looking for the best approach and timeline to be successful in the implementation at the least cost in the initial years. The state is looking at the bidders to describe how remote work, and their implementation

timeline can allow for financially ramping up in the bid responses to accomplish the full implementation within the five-year timeline.

The following describes the implementation roadmap for the State to implement the software solution. This is a guideline for the Bidders to respond to but is not considered the final implementation roadmap, rather, it provides a baseline of the projected phases that the State is considering for implementation. The State is invested in replacing aging core financial systems early in the implementation and supporting WSDOT's systemic needs is otherwise not invested in a specific implementation timeline. The Bidder is encouraged to propose an implementation timeline considered the best for the State based on its experience implementing the Workday Cloud Suite.

Desired functionality has been broken into the following *business function* areas.

Financial

- Chart of Accounts
- Budget Control & Maintenance / Allotments
- Accounts Payable
- Interagency Billing
- Vendor / Customer Management
- Consumable Inventory
- Travel & Expense
- Fixed Assets
- Projects
- Project Billing
- Grants
- Accounts Receivable
- Cost Allocation
- Lease Accounting
- Workorders / Cost Accounting

Procurement

- Commodity Management
- Vendor Portal
- Requisition to Payment
- Contract Management
- P-cards
- Punch out Catalog
- Competitive Procurement (RFx)
- Sourcing

Budget Preparation

- Operational Budget Preparation
- Capital Budget Preparation
- Position Budgeting
- Forecasting
- Supplemental Budget Management
- Allotment

Human Resources / Payroll

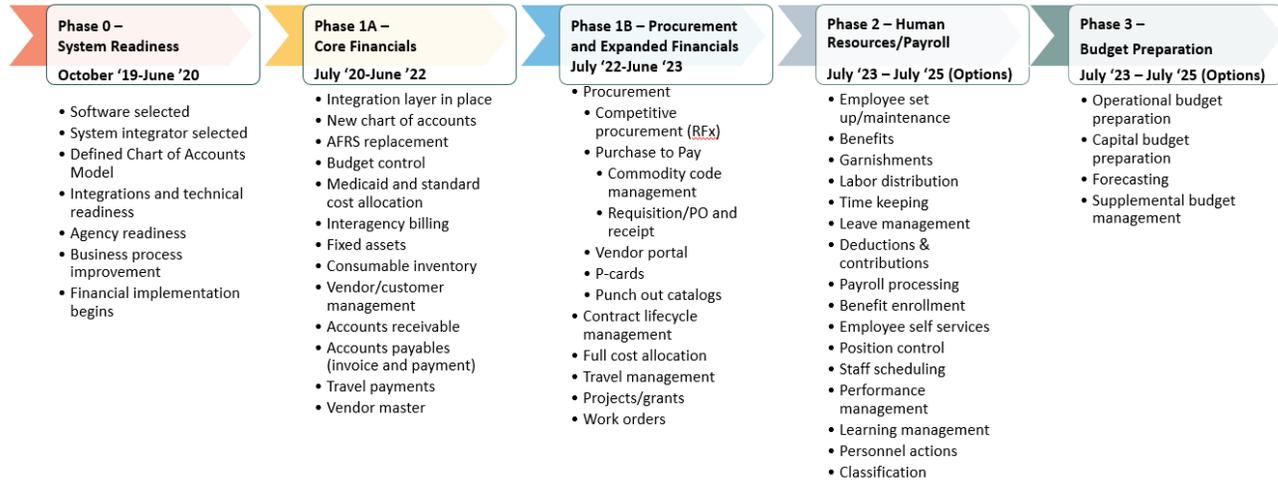
- Benefit Enrollment
- Employee Self Service
- Position Control
- Staff Scheduling
- Performance Management
- Learning Management
- Personnel Actions
- Recruitment
- Classification
- Compensation
- Talent Management
- Employee Setup / Maintenance
- Benefits
- Garnishments
- Labor Distribution
- Timekeeping
- Leave Management
- Deductions & Contributions
- Payroll processing

Technology

- User Account Management
- Identity Access Management
- Workflow and Transaction Processing
- Business Rule Orchestration
- Business Intelligence and Data Analytics
- Data Management
- Data Governance
- Application Integration / Interfaces
- Application Operations & Maintenance
- Application Security

Note: The timeline below shows a mid-biennium financial implementation. The State is interested in the Bidder's recommendation or concerns related to this approach.

Figure 3: OneWashington Phased Implementation Roadmap



*Note: Budget preparation and HR/Payroll implementation dates will depend on the decisions made by the Business Owners, based on the System Integrator implementation recommendations.

The diagram on the following page describes the projected implementation through July 2025 for all software components. The Bidder is encouraged to recommend any changes to the implementation roadmap in its RFP response.

1.10 Summary of Key Transaction Volumes

A summary of key transaction and operating volumes and standards is included below. These volumes and standards reflect actual and estimated amounts for the current enterprise environment. It is important for the Bidders to understand that these are current, and the volume is anticipated to be much larger once the State has a comprehensive ERP that incorporates business areas that are not currently managed centrally.

Figure 4: Summary of Key Transaction

Operating Volumes/Standards	Current
State	
Population	7,546,400
Number of Agencies	128
Number of ERP Software Users (Total Current)	N/A
Number of ERP Software Users (Anticipated Future)	65,846
Number of Concurrent ERP Software Users (Current)	N/A
Number of Users (Anticipated Future) Per Area	
Accounts Receivable	*Not Available
Purchasing/Inventory	*Not Available
HR / Payroll	1,850
Budgeting	800

Operating Volumes/Standards	Current
Finance	1,700
Year-End Processing	15
General Ledger/Bank Reconciliation	
Fiscal Year End	June 30
Number of Funds	816
Number of Unit Codes (Program)	499
Number of Balance Sheet Accounts	368
Number of Expense Accounts	18
Number of Revenue Accounts	8
Number of Manual Journal Entries (Monthly)	3,000,000
Number of Cash Accounts (GL Cash Accounts)	9
Number of Bank Accounts	N/A
Number of Annual Check Voids	60,000
Number of Annual Transactions	86,353,446
Budgeting	
Pre-Encumbrance Controls?	No
Encumbrance Controls?	No
Position Control?	No
Budget Entry Model (Centralized or Decentralized):	Decentralized
Number of Approval Levels	Varied
Budget Frequency	Biennial with Supplemental mid period
Fixed Assets	
Number of Capitalized Fixed Assets	51,723
Fixed Asset Tagging?	Yes
Fixed Asset Capitalization Threshold	5,000
Tracking / Reporting of Non-Depreciable Assets?	Yes (28,000)
Project/Grant Accounting	
Do Projects/Grants Cross Funds?	Yes
Do Projects/Grants Cross Units?	Yes
Purchasing/Contract Management/Inventory	
Use of NIGP/Commodity Codes	5, 7 and 11-digit NIGP code

Operating Volumes/Standards	Current
Number of Bidders in Purchasing System	20,590
Number of Master Contracts	243
Accounts Payable	
Number of Bidders Maintained in Accounts Payable System	180,000
Number of Invoices Input Annually	2,025,000
Number of Warrants Annually	2,900,000
Payments Types Supported	Warrant, ACH
Number of 1099s Processed Annually	33,500
Human Resources and Payroll	
Number of Permanent Employees	60,541
Number of Part-Time Employees	5,069
Number of Seasonal Employees	236
Number of Bargaining Units	189
Number of Applicants (Annually)	364,468
Payroll Frequency	10, 25, and last business day

Due to the current disconnected environment and lack of functionality that currently exists within AFRS and HRMS, it is expected that these numbers are an underestimate of the transaction volumes that will occur in the future ERP software solution. The State will expect to eliminate several agency systems that are used to perform the business functions that are available in the Workday ERP Cloud Suite. Refer to Appendix A – RFP Tables for more information.

WSDOT Transaction Volumes

Operating Volumes/Standards for WSDOT	Current
State	
Journal Entries (per month)	10,000
Vendor Invoices (per month)	12,000
1099s (per year)	500
Transactions (per month)	400,000-500,000
Transactions (monthly in July – August of Biennium Close)	600,000-700,000
Warrants (per year)	14,500
Travel & Expense (per year)	13,250
Interagency (per year)	13,600
Collections (per year)	10,000
Cash Receipts (per year)	400,000

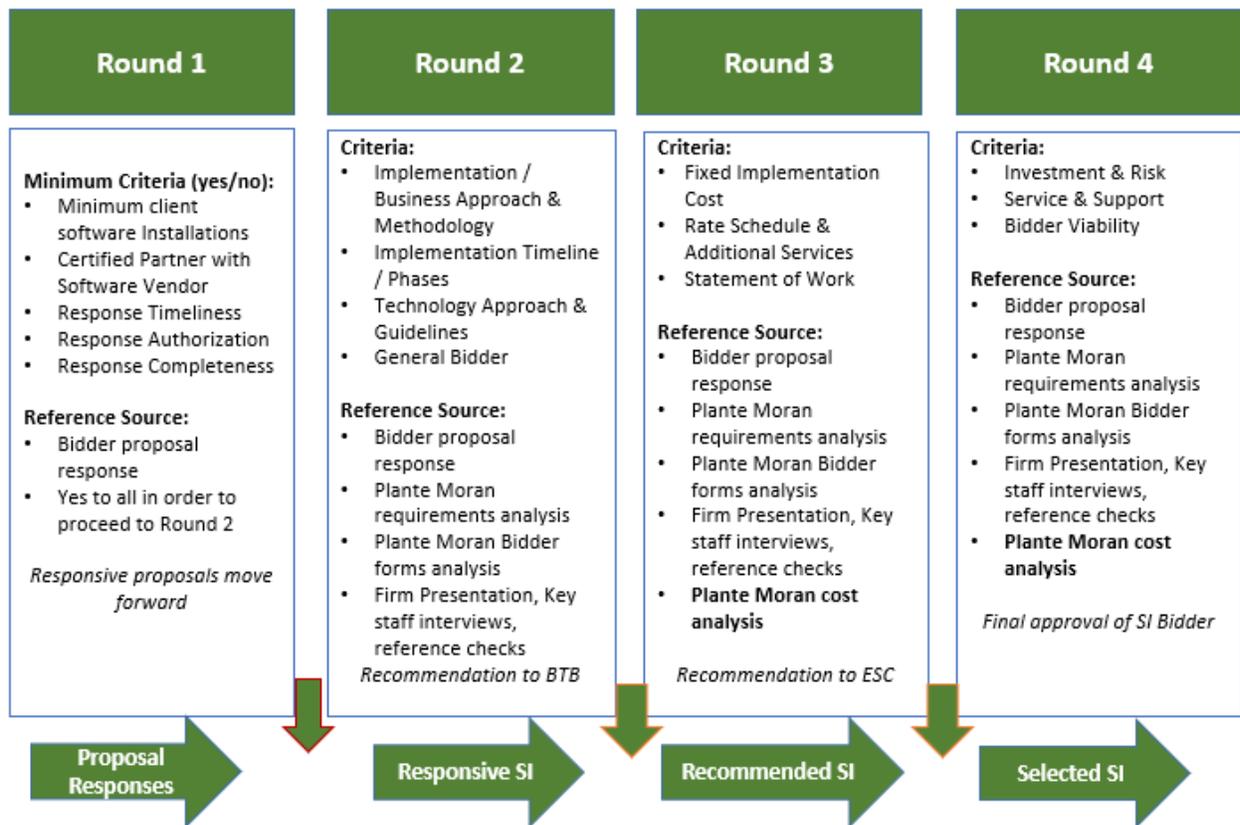
Operating Volumes/Standards for WSDOT	Current
AR Billings (per year)	11,000

***The Bidder needs to use numbers for these business functions based on its experience with other States or government organization where these functions are implemented across the organization.**

1.11 Overall RFP Selection Process

Responses to this RFP document will be evaluated by four committees consisting of various key stakeholders within the State. The State’s intent is to acquire the SaaS ERP System Integrator Services that will provide the best value to the State in implementing the Workday Cloud Suite. At any point in time during all rounds of the evaluation, a Bidder may be excluded from further consideration.

Figure 5: SI Selection Process



The State will be using the following process to reach the ERP system integrator decision:

- Round 1 Evaluation/Minimum Criteria:** As part of the Bidder's RFP response, the following minimum criteria must be met for a response to be considered for further evaluation. Failure to meet all these criteria will automatically disqualify the Bidder's response from further consideration:
 - Minimum Criteria
 - Must have performed an implementation in at least one government entity with any of the identified Workday Software Suite applications.
 - Certified Partner of Workday

- Must hold the highest certified partner level with Workday.
- Response Timeliness
 - RFP response is submitted by the due date and time.
- Response Authorization
 - The RFP response is signed by an authorized company officer.
- Response Completeness
 - Bidder complied with all instructions in the RFP and provided a response to all items requested with enough detail, which provides for the Response to be properly evaluated, including:
 - Requirements forms
 - Pricing forms
 - Other required forms

2. **Round 2 Evaluation:** For those Bidders whose responses pass the minimum criteria, the following categories of criteria will be used to further evaluate the responses:

- Bidder’s technical response to this RFP for implementation and technology approach
- Bidder’s suggested implementation timeline / phases in the technical response to this RFP
- On-site or remote Bidder firm presentations and interviews with key staff proposed in Olympia, Washington, to include implementation approach, requirements presentation, service presentation, and other RFP discussions. Bidder cannot substitute key implementation resources for this interview.
- Reference checking with comparable entities using the Bidder's services to implement Workday Cloud Suite.

Implementation / Business Approach & Methodology	25
Implementation Timeline / Phases	25
Technology Approach & Guidelines	25
General Bidder to Include Firm Presentation, Key Staff Interviews, and Reference Checks	25
Total	100

3. **Round 3 Evaluation:** The Bidders will then proceed to the third round of evaluation to include the following activities:

- Bidders cost proposal in the Bidder Cost Response to this RFP
- Bidders rate card and additional services proposed in the Bidder Cost Response to this RFP
- Bidders response to the Statement of Work in the response to this RFP
- Follow-up questions and answers with the Bidders

The following categories of criteria will be used to further evaluate the responses:

Fixed implementation cost	15
Rate schedule and additional services	10

Statement of Work	25
Total	50

4. **Round 4 Evaluation:** At the conclusion of the round 4 activities, the finalist Bidders will be judged on all information collected to date against the following criteria:

Investment and risk	20
Service and support	20
Bidder viability	10
Total	50

The State will then enter into negotiations with one or more Bidders whose overall SaaS ERP System Integrator Services best meets the needs of the State. The table below summarizes the total point allocation.

Criteria	Points
Implementation / Business Approach & Methodology	25
Implementation Timeline / Phases	25
Technology Approach & Guidelines	25
General Bidder	25
Fixed Implementation Cost	15
Rate Schedule and Additional Services	10
Statement of Work	25
Investment and Risk	20
Service and Support	20
Bidder Viability	10
Total	200

2 Bidder Response Instructions

2.1 Intent

It is the intent of the State, through this RFP and the contract terms and conditions contained herein, to establish, to the greatest extent possible, complete clarity regarding the requirements of both parties to the Contract resulting from this RFP.

Before submitting a Response, the Bidder must be thoroughly familiar with all contract terms and conditions referred to in this document, any additional documentation (e.g., questions and answers), and any amendment issued before the Response submission date. Such amendment(s) will form a part of the RFP and will be made a part of the resultant Contract. It is the Bidder's responsibility to ascertain that they have received all amendment(s) issued prior to the Response submission due date.

The RFP and any amendment(s) will be posted in the State's bid notification system (WEBS).

The Bidder shall determine by personal examination and by such other means as may be preferred, the terms, conditions, and requirements under which the agreement must be performed.

2.2 Deadline for Responses

Responses must conform to the requirements set forth in the RFP. Responses not conforming to these instructions may be rejected as nonresponsive.

Responses must be submitted at the time identified in **Section 1.4 Schedule of Procurement Activities**.

Responses must be submitted as described in **Section 3 Technical Response**.

All responses must contain **State of WA - SaaS ERP System Integrator Services RFP (#20-200)** clearly marked on the submission.

The required hardcopy versions of the Bidder's Letter of Submittal and signed Certification and Assurances must be delivered to the RFP Coordinator at the address set forth in **Section 1.3 RFP Coordinator**, no later than the date and time set forth in **Section 1.4 Schedule of Procurement Activities**.

2.3 Preparation of Responses

Responses shall be prepared in accordance with the response format, **Section 2.28 Response Format Checklist**. Responses not complying with this format may be considered non-responsive and may be removed from consideration on this basis. The State does not desire any marketing materials in the technical response.

2.4 Requirements for Signing Response

1. Each Bidder, by submitting a Response, represents that this document has been read and is fully understood.
2. The Letter of Submittal must be signed by an individual authorized to legally bind the person, partnership, company, or corporation submitting the response. Refer to **Section 3.1 Letter of Submittal (Section 1)** for further details.
3. All manual signatures must have the name typed directly under the line of the signature.
4. The above requirements apply to all RFP amendment(s).

2.5 RFP Clarifications and Questions

If any person contemplating submitting a Response is in doubt as to the true meaning of any part of this RFP, he/she may submit to the State a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation will be documented only by an amendment provided by the RFP Coordinator. Bidder will acknowledge receipt of each amendment issued by stating so in its Response. No oral explanation or instruction of any kind or nature whatsoever given before the award of a contract to a Bidder shall be binding.

All inquiries regarding this RFP document must be submitted to the RFP coordinator as described in **Section 1.3 RFP Coordinator**. All inquiries regarding the RFP document will be accepted according to the schedule provided in **Section 1.4 Schedule of Procurement Activities**.

Answers will be provided via WEBS prior to the due date. Any answers provided after the due date will be sent to all Bidders who have indicated interest in participating in this RFP process without reference to the Bidder submitting the question. Bidders may only rely on written statements issued by the RFP Coordinator. Any oral communications are unofficial and are not binding on OFM. Answers will be provided no later than the dates specified in **Section 1.4 Schedule of Procurement Activities**.

2.6 Bidder Pre-Response Meeting

An optional Bidder pre-Response meeting will be held on the date, time, and venue set forth in **Section 1.4 Schedule of Procurement Activities**.

2.7 Consideration of Responses

In cases where the Bidder is proposing addition software tools or third-party packages, identify the manufacturer's name, trade name, catalog number, or reference. In addition, it is understood that the Bidder proposes to furnish the item so identified, and any associated pricing is identified in the attached **SaaS ERP System Integrator Services – Pricing.xls**.

2.8 Basis for Award, Evaluation Criteria, and Questions

The Bidder should submit Responses based on the most favorable terms the Bidder can propose, as OFM reserves the right to accept Bidder's Response in its entirety without further negotiations. However, OFM reserves the right to negotiate with one or more of the top Bidders about, at a minimum, contract terms and conditions and the pricing proposed in Bidder's Response. 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 ASB.

The qualification of Bidders on this project will be considered in making the award. The State is not obligated to accept any Response if deemed not in the best interest of the State to do so. The State reserves the right to make an award based on fees submitted and responses to this RFP.

Failure to include in the Response all information outlined herein may be cause for rejection of the Response.

The State reserves the right to accept or reject any and all Responses, in whole or in part, that are deemed to be in the best interest of the State at its sole discretion.

The State reserves the right to waive any informalities or irregularities in Responses.

The State reserves the right to negotiate separately the terms and conditions or all or any part of the Responses as deemed to be, or not to be, in the State's best interest at its sole discretion.

Information and/or factors gathered during interviews, negotiations, and any reference checks, and any other information or factors deemed relevant by the State, shall be utilized in the final award. The final award of a contract is subject to funding and approval by the OFM OneWashington Executive Sponsor.

2.9 Advice of Omission or Misstatement

In the event it is evident to a Bidder responding to this RFP that the State has omitted or misstated a material requirement to this RFP and/or the services required by this RFP, the responding Bidder shall advise the contact identified in the **Section 1.3 RFP Coordinator** above of such omission or misstatement.

2.10 Confidential Information

The State will be free to use all information in the Bidder's response for the State's purposes.

OFM is subject to chapter 42.56 RCW, Public Records Act. Responses submitted in response to this RFP request will become the property of OFM. All responses received will remain confidential until OFM announces the ASB. Thereafter the responses will be deemed public records as defined in chapter 42.56 RCW.

Information contained in a Bidder's response that is company confidential must be clearly identified in the response itself. The Bidder understands that any material supplied to the State may be subject to public disclosure under chapter 42.56 RCW, Public Records Act.

Marking the entire response exempt from disclosure or as Proprietary Information will not be honored. The Bidder cannot restrict its entire response or entire sections of the response from disclosure. The Bidder cannot restrict its pricing from disclosure.

Any information in the responses that is claimed as confidential and/or proprietary and exempt from disclosure under the provisions of chapter 42.56 RCW, or other state or federal law, must be clearly designated.

The information must be clearly identified and the exemption from disclosure upon which the claim is being made must be cited. Each page containing the information claimed to be exempt from disclosure must be clearly identified by the words "Confidential and/or Proprietary Information" printed on the lower right-hand corner of the page.

The Bidder must identify sections or pages claimed as confidential and/or proprietary in its Letter of Submittal; see **Section 3.1 Letter of Submittal (Section 1)**.

Any attempts to restrict disclosure through use of footers on every page and/or global statements restricting disclosure will not be honored and may subject the Bidder to disqualification. OFM will maintain the confidentiality of all information marked Proprietary Information to the extent consistent with the Public Records Act. If a public records request is made for the information that the Bidder claims as proprietary and exempt, 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 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 will maintain the confidentiality of the Bidder's information per the court order. If the Bidder fails to obtain the court order enjoining disclosure, OFM will release the requested information on the date specified.

OFM's sole responsibility will be limited to maintaining the Bidder's identified Proprietary Information in a secure area and to notify the Bidder of any request(s) for disclosure for so long as OFM retains the Bidder's information in OFM's records. Failure to so label such materials or failure to timely respond after notice of request for public disclosure has been given will be deemed a waiver by the Bidder of any claim that such materials are exempt from disclosure.

2.11 Award of Contract

At the end of Phase 4, the ASB will be notified by the RFP Coordinator and will proceed to Contract negotiations. Individuals or firms not selected for further negotiation or award will be notified separately by email. Note that the successful Bidder, at the time of contract execution, must be licensed to do business in the State.

2.12 Reserved Rights

The State reserves the right to waive any irregularities; accept the whole, part of, or reject any or all responses; and to select the firm which, in the sole opinion of the State, best meets the State’s needs. The State also reserves the right to negotiate with one or more of the potential Bidders so that the State’s best interests are served.

2.13 Advertising

The Bidder shall not advertise or publish the fact that the State has placed an order without prior written consent from the State, except as may be necessary to comply with a proper request for information from an authorized representative of a governmental unit or agency.

2.14 Right to Request Additional Information

The State reserves the right to request any additional information that might be deemed necessary during the evaluation process.

2.15 Right of Refusal

The State reserves the right to refuse any or all responses in their entirety, or to select certain services, tools or third-party products from various Bidder responses, based on the best interests of the State.

2.16 Response Preparation Costs

The Bidder is responsible for any and all costs incurred by the Bidder or its subcontractors in responding to this RFP.

2.17 Location of Work and Use of State Issued Equipment

Due to COVID-19 impacts, or other emergent factors, on-site and in-person work may be completed by virtual means as agreed between Contractor and OFM. When work is performed remote or onsite, it will be conducted during Core Business Hours (6:00 a.m. to 6:00 p.m. local time, Olympia Washington) with on-call availability 24 hours/day 7 days/week as required by circumstances or requested by OFM. With OFM’s prior written agreement work may be accomplished by secure remote access.

For security purposes, the successful Bidder will be expected to access the state’s network only through the use of state-issued equipment and/or devices and approved methods. The state will charge the contracted party for the use of such state issued equipment and/or devices, including associated costs to provide space within its physical facilities. Charges for such resources will be based on Bidder staff assigned and need for such access. Charges are as follows:

State-owned Resource	Description	Monthly Cost
Facility Cost	Workspace, including chair	\$105.00
Equipment	Laptop	\$42.00

State-owned Resource	Description	Monthly Cost
Equipment	Desktop	\$20.00

OFM will not bill the successful Bidder for these charges. Rather, the charges will be taken as a discount on fees charged to the state for contracted services.

2.18 Pricing Eligibility Period

All Bidder responses are required to be offered for a term of not less than **240 calendar days** in duration. A response may not be modified, withdrawn, or cancelled by Bidder during the 240-day time period following the time and date designated for the receipt of responses. It is the State's intent to procure System Integrator services that meets the long-term criteria of the State. The State, during the selection process may decide to purchase a subset of the Bidder's response components with the initial contract. The price of the proposed components can only be increased by the Bidder during such time period by an amount equal to the annual CPI-U adjustment for the West region, or 3%, whichever is less. Any such increase will be effective only as mutually agreed, in writing, and attached to the Contract.

2.19 Additional Charges

No additional charges, other than those listed on the price breakdown sheets, shall be made. Prices quoted will include, but not be limited to, verification/coordination of order, all costs for setup, installation, operation, testing, cleanup, training and all Bidder travel charges, including all applicable taxes.

2.20 Turnkey Solution

All prices quoted must include, but not be limited to, all hardware, equipment, software, and services necessary to make the system specified fully operational for the intent, function, and purposes stated herein.

2.21 Rights to Pertinent Materials

All responses, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by the Bidders that are submitted as part of the Response shall become the property of the State upon receipt, a part of a public record upon opening, and will not be returned.

2.22 Diversity Participation – Small Business & Veteran-Owned Business Participation (M)

In accordance with the intent of [RCW 39.26.005](#), the State encourages purchases of goods and services from state "small businesses," "mini-businesses," and "microbusinesses" as defined in [RCW 39.26.010](#) (22), (17), and (16) respectively.

In accordance with [RCW 43.60A.200](#), 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 Responses will not be rejected or considered nonresponsive on that basis.

In some cases, a Small Business as described above may also be certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) in accordance with chapter [39.19 RCW](#). For this

RFP, the State 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 the [*Letter of Submittal*](#) if they, or any Subcontractors, meet the definitions and/or are certified as described above.

Bidder must respond to this requirement.

2.23 Sample Statements of Work Response (M)

Statements of Work will exist under the framework of the Umbrella Contract and will serve as the Program's method for engaging the Bidder in discrete segments of SaaS ERP System Integrator Services work. A sample SOW has been provided as an attachment **SaaS ERP System Integrator Services – Statement of Work.docx**.

The State will retain decision-making authority for work to be completed by the SaaS ERP System Integrator Services firm. Statements of Work will contain timelines, deliverables, and not-to-exceed pricing. Authorization for SaaS ERP System Integrator Services will occur through SOWs as funding is provided. Statements of Work will be submitted by OneWashington Program leadership to the SaaS ERP System Integrator Services firm who will provide a response to the scope requested. It is expected that for some SOWs, specific details will require negotiation between the parties.

Any fees for services and activities provided by the SaaS ERP System Integrator Services firm beyond the initial SOW will be negotiated based upon the agreed-upon rate card.

In order to maintain project momentum, the Bidder will be expected to respond to SOWs submitted to it by OneWashington Program Leadership within five (5) Business Days or to request an alternate date for such response. As it is anticipated that the SaaS ERP System Integrator Services firm will be aware of the OneWA activities involved prior to the submission of the SOW, OneWashington believes that short turnaround times are both possible and desirable to develop and finalize SOWs.

Bidder must respond to this requirement.

2.24 Holdback

In order to ensure satisfactory performance for Deliverables described in specific SOWs executed from time to time with the SaaS ERP System Integrator Services firm under the resultant Contract, OFM will withhold a 15% Holdback against each payment due the SaaS ERP System Integrator Services firm for Deliverables.

Further, such Holdback will be carried forward across related SOWs when the outcome of work under separate SOWs is dependent on Deliverables from previous SOWs. Dependencies between SOWs will be clearly articulated by the parties within the linked SOWs. This requirement may be waived at the OFM's sole discretion.

The Holdback will be paid in full upon satisfactory completion of relevant Deliverables, whether in a single SOW or across multiple SOWs with dependent outcomes. In the event Deliverables are not satisfactorily completed, and upon proper notification and opportunity to cure by the SaaS ERP System Integrator Services firm, the OFM has the right to permanently withhold retainage with no further responsibility or liability to the SaaS ERP System Integrator Services firm.

If funding for following related SOWs does not get approved or is withdrawn, OFM will release the holdback within 30 days of learning of such nonfunding.

2.25 Current or Former State Employees (M)

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 RCW. Further, restrictions apply to former state employees who have retired from the State of Washington under the provisions of the 2008 Early Retirement Factors Legislation, Bidders should familiarize themselves with these requirements prior to submitting a Response that includes current or former state employees.

The Bidder must disclose within the [*Letter of Submittal*](#) whether any of the proposed Bidder or Subcontractor staff were employed by the State of Washington during the past 24 months or are currently a Washington State employee.

In response to this section, identify the individual(s) by name, the agency previously or currently employed by, job title or position held, and separation date. If none, so state.

Bidder must respond to this requirement.

2.26 Prior State Contracts (M)

The Bidder must disclose within the [Letter of Submittal](#) whether the Bidder or any Subcontractor has contracted with the State of Washington during the past 24 months. If yes, in response to this section, Bidder must provide the name of the agency, the contract number, project description and/or other information available to identify the contract.

Bidder must respond to this requirement.

2.27 Prior Contract Performance (M)

If the Bidder has had a contract terminated for default in the last five (5) years, indicate within the [Letter of Submittal](#) and describe such termination within the Bidder's response to this section. Termination for default is defined as: notice to stop performance due to the Bidder's nonperformance or poor performance; and the issue was either (a) not litigated, or (b) litigated; and such litigation determined the Bidder to be in default.

The Bidder must submit full details of all terminations for default, including the other party's name, address, and phone number. The Bidder must describe the deficiencies in performance and describe whether and how the deficiencies were remedied. The Bidder must present any other information pertinent to its position on the matter.

The OFM will evaluate the facts and may, at its sole discretion, reject the Response on the grounds of the past contract performance if the information indicates that completion of a Contract resulting from this RFP may be jeopardized by selection of the Bidder.

If no such termination for default has been experienced by the Bidder in the past five (5) years, so indicate in both the [Letter of Transmittal](#) and in response to this section.

Bidder exceptions to the sample contract terms and conditions, additional, or alternate terms and conditions must be submitted by Bidder with its Response by the Response due date. The Bidder should review the **SaaS ERP System Integrator Services – Contract.docx** and identify any exceptions or concerns along with proposed alternate and/or additional terms and conditions the Bidder would like to identify.

Bidder must respond to this requirement.

2.28 Response Format Checklist (M)

To facilitate the analysis of responses to this RFP, the Bidder is required to prepare its Responses in accordance with the instructions outlined in this section. **Bidders must respond in full to all RFP sections and follow the RFP format (section numbering, etc.) in its Response. Failure to follow these instructions may result in rejection.**

For each question asked in the RFP, the Bidder shall provide in its Response, the question asked and its answer using the section numbering of the RFP.

Responses shall be prepared to satisfy the requirements of the RFP. *EMPHASIS SHOULD BE CONCENTRATED ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT.* All parts, pages, figures, and tables should be numbered and labeled clearly. The Response should be organized as follows:

Section	Title	Checklist Provided Y/N
Separate Technical Response Document	Technical Response.pdf	
Section 1	Letter of Submittal	
Section 2	Company Background	
Section 3	Relationship with Workday	
Section 4	Implementation Plan	
Section 5	Staffing Plan	
Section 6	Requirements	
Section 7	Client References	
Section 8	Key Staff References	
Section 9	Required Forms and Attachments	
Section 10	Amendment(s)	
Section 11	Exceptions to Terms and Conditions	
Separate Cost Response Document	Cost Response.pdf	
Separate Excel Workbook	ERP System Integrator - Requirements.xlsx	
Separate Pricing Workbook	ERP System Integrator - Pricing.xlsx	
Separate SOW	Statement of Work.doc	

Instructions relative to each section of the technical response to this RFP are defined in **Section 3 Technical Response.**

Costs for the Bidder’s SaaS ERP System Integrator Services should be submitted on the Response pricing forms provided in the included Microsoft Excel pricing spreadsheet. Costs should include the complete costs for the services, including travel and operating costs. Use additional pages as needed.

Bidder must respond to this requirement.

3 Technical Response

This section defines the scope of services to be provided by the SaaS ERP System Integrator Services RFP and provides specific instruction for the completing the Technical Response sections.

3.1 Letter of Submittal (Section 1)

Bidders must include a Letter of Submittal on Bidder's official business letterhead, signed by a person authorized to bind Bidder's organization to a contract. The signed Letter of Submittal must be included in pdf format as the first page(s) of the Bidder's electronic Response. The Letter of Submittal must contain the following information:

1. Identify sections or pages of Bidder's Response claimed to be confidential and/or proprietary information. See **Section 2.10 Confidential Information**.
2. State whether the Bidder has had a contract terminated for default in the last five (5) years. See **Section 2.27 Prior Contract Performance (M)**.
3. Exclude cost quotations.
4. Contain as little technical jargon as possible in order to be oriented toward nontechnical personnel.
5. Identify any Prior Contract Performance conflicts per the terms below:
 - a. If the Bidder has had a contract terminated for default in the last five (5) years, indicate and describe such termination. Termination for default is defined as: notice to stop performance due to the Bidder's nonperformance or poor performance, and the issue was either (a) not litigated; or (b) litigated, and such litigation determined the Bidder to be in default.
 - b. Bidder must submit full details of all terminations for default, including the other party's name, address, and phone number. The Bidder must describe the deficiencies in performance and describe whether and how the deficiencies were remedied. Bidder must present any other information pertinent to its position on the matter.
 - c. OFM will evaluate the facts and may, at its sole discretion, reject the Response on the grounds of the past contract performance if the information indicates that completion of a Contract resulting from this RFP process may be jeopardized by selection of the Bidder.
 - d. If no such termination for default has been experienced by the Bidder in the past five (5) years, indicate this in the Letter of Submittal.
6. Name, address, principal place of business, telephone number, and email address of the legal entity or individual with whom a contract would be written.
7. Bidder's primary contact name, address, email address, and telephone number(s).
8. A statement substantiating that the person who signs the letter is authorized to contractually bind the Bidder's organization.
9. Disclose whether the bid has any diversity participation in the Response. Include a statement indicating whether the Bidder and/or any of its proposed subcontractors meet the definition of Washington Small Business or Veteran Owned Business. See **Section 2.22 Diversity Participation – Small Business & Veteran-Owned Business Participation (M)**.
10. Disclose whether any of proposed Bidder or Subcontractor staff were employed by the State during the past 24 months or are currently a Washington State employee. See **Section 2.25 Current or Former State Employees (M)**.

11. Disclose whether the Bidder or any Subcontractor has contracted with the State during the past 24 months. See **Section 2.26 Prior State Contracts (M)**.

By submitting this letter, Bidder accepts the procedure, review criteria the administrative instructions and other terms and conditions of this RFP.

Additionally, it is required that Bidders include the following forms signed by an authorized agent, in pdf format, with the Letter of Submittal package:

1. Section 6.1 Certifications and Assurances
2. Section 6.2 Non-Collusion Affidavit
3. Section 6.3 Wage Theft Certificate

3.2 Company Background (Section 2)

In addition to providing responses to the following items, the Bidder must complete the form in **Section 6.5 Company Background Form** of this RFP document.

Bidders must provide information about its company so that the State can evaluate the Bidder's stability and ability to support the commitments set forth in response to the RFP document. Information that Bidders must provide in this section are as follows:

1. The company's background, including a brief description (e.g., history, present status, future, company size) and organization charts.
2. Audited financial information for the past two (2) completed fiscal years that includes income statements, balance sheets, and statements of cash flows.
3. Privately held companies wishing to maintain confidential financial information must provide information detailing the company's long-term stability. Please provide a current Dunn & Bradstreet (D&B) report as part of the Bidders response.
4. If the Bidder is proposing to use third-party software providers on this project, please provide a response to the **Section 6.5 Company Background Form** for each third party, providing the Bidder's relationship with that firm and the specific products that the subcontractor will be providing on the project.

3.3 Relationship with Workday (Section 3)

The Bidder shall provide the information described in this section. The information will be used in the evaluation process.

The State has selected Workday Cloud Suite as described in **Section 1.7 Software Vendor Selection**.

1. Describe your relationship with Workday and your experience with products that the State has chosen to implement.
2. Describe your approach to designing and managing the configurations and the review process you use with the Workday Delivery Assurance Manager program.
3. Describe the coordination and communication process that will exist between Workday and the System Integrator during implementation. Include a detailed escalation process for actions, issues, risks and decisions identified during the implementation.
4. Describe the process of managing the Workday Cloud Suite updates and patches during the implementation activities.

5. Describe the process that you will use to establish tenants and move data to these tenants to support the implementation.

3.4 Implementation Plan (Section 4)

The Bidder is to provide an implementation plan in narrative format supported by an activity-level project plan in Microsoft Project and must detail how the proposed solution is to be implemented. This implementation plan must include the following elements:

1. General Implementation Approach (Section 4.1)
2. Project Management Approach (Section 4.2)
3. Business Design Approach (Section 4.3)
4. ERP Software Configuration (Section 4.4)
5. Prototyping (Section 4.5)
6. Integration and Interfaces (Section 4.6)
7. Data Conversion and Migration (Section 4.7)
8. Business Intelligence, Reporting (Section 4.8)
9. Form Template Development (Section 4.9)
10. Training Services (Section 4.10)
11. Testing Methodology and Approach (Section 4.11)
12. Change Management Approach (Section 4.12)
13. ERP Software Documentation, Presentations and Manuals (Section 4.13)
14. Post Implementation Support (Section 4.14)

The Bidder is not constrained to only include the above items in the Bidder's Response if the Bidder feels that additional elements may add value to the overall implementation. The Bidder must provide its work plan in a Microsoft Project and PDF format as part of the Response. In this section, it is important to describe any assumptions related to roles, responsibilities, and level of effort for state staff versus the Bidder's staff.

It is expected that the Bidder will lead the efforts in each of the implementation areas described below unless stated otherwise. Further details on what must be provided as part of the Bidder's proposed implementation plan are included in the following subsections.

This section must not exceed 200 one-sided pages and must not include any marketing materials.

3.4.1 General Implementation Approach (Section 4.1)

Provide a general overview of the implementation approach you plan to use for the State that includes addressing the following items:

1. Describe your approach to work within the COVID-19 guidelines to accomplish the implementation, including any tools that you will use to collaborate with the state resources.
2. Describe how you will work with the State and the agencies on establishing and implementing best practices available in the software across the federated agencies. This includes developing service level agreements with the state agencies regarding system replacement and integration based on the implementation phase of each component of the ERP suite.

3. Describe your approach to working with the OneWa program, the OCIO, OCS and the software vendor to certify the software with the state and federal security compliance requirements. See **Section 5.14 Security** for a link to the state guidelines.
4. Describe your approach to documenting and managing the configurations across the application environments.
5. Describe key differentiators of the approach as it relates to implementing a solution on time, within budget, and with the ability to meet the needs of the State and its agencies.
6. While the State has provided a roadmap for implementation, describe your proposed implementation phasing of ERP business functions and timeline. What is your recommended approach for this implementation? While the State would prefer a phased approach, the State wants to have the System Integrator propose an implementation roadmap they believe makes the most logical sense in your experience.
7. Describe your implementation methodology (phases and key activities). Include your methodology in replacing other agencies ERP applications, such as WSDOT, into the overall approach and timeline.
8. Describe your approach towards running parallel legacy applications and ERP software for a period, if any are proposed.
9. Describe your approach to working with the state agencies through the implementation to integrate or replace their existing systems and associated business processes.
10. Describe any tools or software products that are planned to be used in addition to those purchased from the software Bidder. Include these tools in the pricing document. Include any additional licensing terms and conditions with your response.
11. Describe your methodology for tracking and managing the requirements traceability matrix.
12. Describe your approach to coordinating with third-party and other state activities/roadmaps during the implementation activities, such as working with existing OCM and Quality Assurance Contractors.
13. Describe how you approach to implementing and operating the proposed solution across the State, within the State's defined policies and standards that have been established through the control agencies, such as Department of Enterprise Services, Office of Financial Management, and others.
14. Describe the approach to implement and operate the proposed solution within the State's defined technical and security policies and standards managed by WaTech/OCIO.
15. Describe your implementation activities that are unique in your approach and methodology that you provide to address uniqueness of Washington State implementation.

Any unique tools, techniques, or methods that you use should be described in this section. In addition, if there are any additional tools that are or may be required, include these in the pricing forms.

3.4.2 Project Management Approach (Section 4.2)

In addition to providing responses to the following items, the Bidder must complete the project management approach form in **Section 6.6 Project Management Approach** of this RFP and include it in this section of the response.

The State expects the Bidder to provide project management resources leading to the successful deployment of the system. This project manager will work as a team member with the State's project management office (PMO). It is expected that this project manager will be "on the ground" at least four days per week to team

with the State PMO. This project manager can be an employee of the Bidder or a partner of the Bidder. In either case, the costs for the project manager must be clearly denoted in the pricing section of this RFP.

As part of any significant engagement, the State employs a project management approach that is based on the Project Management Institute's Project Management Body of Knowledge (PMBOK). The State expects responding Bidders to adhere to such standards as part of the project.

Provide an overall description of the Bidder project management approach towards this type of engagement and projected timing for major phases. Specifically describe your approach to the following:

1. Describe the coordination and communication process that will exist between the parties involved, including the state teams, software bidder, and other stakeholders.
2. Describe the overall approach and methodology to the implementation. This will include the use of an agile iterative approach within the implementation lifecycle, which will allow the State to adjust and transform how the State does business.
3. Describe the change control management process that will be used to track project scope changes.
4. Describe the management and escalation process for actions, issues, risks, and decisions identified throughout the project. Provide a sample project management plan. Describe how the Bidder would align these processes with the existing OneWashington Program processes and plans.
5. Describe the approach to conducting remote work where Bidder resources would not have access to the State's network.
6. Describe ally collaboration tools to enhance work sharing and project efficiency that you will bring to the project.
7. Describe the critical success factors, including specific needs from the State for OneWa to be successful.

Provide a high-level work plan for achieving the successful deployment of the Workday Cloud Suite.

3.4.3 Business Process Design Approach (Section 4.3)

With the deployment of a new ERP software solution, the State wishes to take advantage of best practices and capabilities within the software that provide support for operational improvements. Many ERP business processes exist in the agencies in various systems with various processes. It is the intent of the State to standardize these processes and eliminate redundant systems. Bidders are requested to describe their approach toward the business design, including discussion on the optimal time in which to conduct the business design as it relates to implementation of the new software.

1. Describe your organization's capabilities and experiences to assist in a statewide redesign of the chart of accounts to best leverage the capabilities of the system in order to meet the State's overall financial tracking and reporting objectives. The State understands the importance of establishing the proper chart of accounts and budget structures for the long-term success of the ERP implementation. Note: Many departments, specifically WSDOT, have their own chart of accounts that will need to be incorporated into the new statewide chart of accounts.
2. Describe your approach and experience in working with multiple collective bargaining agreements (CBAs) across the implementation to establish efficiencies and standardization, as well as supporting specific requirements for each CBA.
3. Describe your experiences in applying cost allocation methodology for grant and project reimbursement across the State in an efficient and standard process while supporting specific agency and federal programs.

4. Describe your experiences in assisting other departments of transportation in developing labor distribution methodology and gaining approval from FHWA.
5. Describe how the Bidder would work with the State and its agencies to establish a standardized process with some variations of the processes across agencies by functional area (i.e. financials, HR, Payroll, procurement, and budget prep). Include what the Bidder would expect from the State to support business process design effort in order to be successful.
6. Describe the approach to involving agencies in the business process design.
7. Describe the approach to identifying policies that need to be revised for new business processes.

3.4.4 ERP Software Configuration (Section 4.4)

The Bidder needs to describe how the system configurations will be determined, configured, and documented for the State. This includes your approach to migrating the configurations across the software environments throughout the implementation activities.

1. Describe your experience in developing business process workflows across the organization (e.g., state level, agency level, process level).
2. Describe your approach to designing and managing the configurations within the ERP software. It is important to include how your approach to the design will include agency input based on a) a federated environment, b) inconsistent or nonexistent current processes, c) understanding and building the level of training and OCM that will be required.
3. Describe your process to knowledge transfer to educate the State on how to maintain and update configurations once in production.

3.4.5 Prototyping (Section 4.5)

Describe in this section how the System Integrator will conduct prototyping for the State. Prototyping will assist the State in making configuration and business processes decisions. It can also be used to inform the Agencies, allow for change management activities to occur, and support the overall implementation.

1. Describe how the Bidder's approach will accommodate a large number of agency subject matter experts and the varying business requirements.
2. Describe how the Bidder's approach will manage this activity in parallel with the business configurations.
3. Describe how the Bidder will manage the feedback from the prototyping sessions, including updates to the business processes and configurations.

3.4.6 Integrations and Interfaces (Section 4.6)

The intent of this section is to communicate the expected interface environment for the ERP software solution. The State is expecting, to the fullest extent possible, that information generally would need to be entered only once into the system. Describe in this section how the system integrator will provide continuous integration from one environment to another environment without manual processes or intervention.

The **SaaS ERP System Integrator Services – Pricing.xls** allows the Bidder to provide a price for high-, medium-, and low-level effort interfaces, as well as include a number per implementation phase proposed. In addition, **Appendix A – RFP Tables** has a listing of current interfaces, along with a preliminary review of what systems will be eliminated and what interfaces will remain. This appendix is intended to inform the Bidder of the complex technology environment that exists in the State. It is expected that these will be

reviewed between the OFM OneWA team, the owning agencies, and the State Business Owners to determine the proper future state during the design phase.

The State is using Informatica© as the integration layer. The State has included **Appendix D – Integration Strategy** for information purposes. It is understood that some crosswalks will be required, and that some system changes may also be necessary where crosswalks cannot be provided.

In addition:

1. Describe the approach to identifying integration requirements with other Agency systems or applications.
2. Describe your approach towards interfacing and integration with other solutions, including the use of specific tools, methods, and standards.
3. The Bidder must describe its experience and approach in supporting and obtaining FHWA certification.
4. The State will need to replace the CAS cost allocation system with the ERP and would like to understand the Bidder's experience in implementing this business process in the Workday Cloud Suite.
5. Describe your approach to establishing and maintaining crosswalks, e.g., the chart of accounts.
6. Describe how you will manage to the data exchange standards (e.g., XML, Web Services, or EDI) supported in the software solution as it pertains to the State's current technical environment described previously; identify potential issues for integrating with specific technologies that are used within the State.
7. Describe your approach to managing the integrations necessary for the implementation of the solution, including using the Informatica© integration layer. Bidders should describe any description of expertise and resources within their firm related to Informatica.

The attached **SaaS ERP System Integrator Services – Pricing.xlsx** contains a pricing tab for the Bidder to provide estimates for high, medium, and low interface that would likely be needed in a future integrated environment. See **Appendix A – RFP Tables** to provide current interface information.

3.4.7 Data Conversion and Migration (Section 4.7)

It is anticipated that data conversion will occur when migrating to the new application. The Bidder is expected to assist the State in the conversion of both electronic and manual data to the new ERP application. It is expected that the State will be responsible for data extraction from current applications. The system integrator will be responsible for the data scrubbing, data pre-processing, data conversion coordination, definition of file layouts, and data import and validation into the new ERP solution. Provide pricing for data conversions in the attached **SaaS ERP System Integrator Services – Pricing.xlsx**. See **Appendix A – RFP Tables** to provide current system information.

In addition:

1. Describe your general approach towards data conversion and how you would work with the State to conclude what should be converted, including conversion of agency system data such as WSDOT.
2. Describe your approach to managing the conversions necessary for the implementation of the solution, including the coordination with the agencies.
3. Describe your organization's recommended approach toward retention of legacy data.
4. Describe the approach for a mid-biennium conversion.

5. Describe your approach to managing the conversions necessary for the implementation of the solution.

3.4.8 Business Intelligence, Reporting (Section 4.8)

For specific reporting requirements, it is anticipated that the Bidder will take the lead on developing any reports required as part of the initial deployment of the Workday Cloud Suite. The Bidder is expected to work with the State staff during the development of needed reports, to include technical training on the tools used for report development, database schema, architecture, etc.

Provide information on your reporting approach including:

1. Describe your overall approach to reports and query development, including how to refresh the reports with each new release.
2. Describe the various methods of reporting included in the Workday tools.
3. Describe your experience with pulling data from Workday into an enterprise Data Warehouse that has other agency data and using Business Intelligence tools to enhance the reporting experience.
4. Describe your approach to identify, specify and develop executive style dashboards during the implementation.
5. Describe methods for the State to identify, specify, and develop required custom State reports during the implementation.

3.4.9 Form Template Development (Section 4.9)

Describe your approach to the form template development. This includes the number of form templates that the Bidder will complete during the implementation Provide information on your form development approach including:

1. Describe your overall approach to form/template development, such as a purchase order.
2. Describe the rollout of the approved forms/templates for business process use.
3. Describe the OCR/ICR and e-signatures capabilities approach.

The Bidder must complete the Report Development Form in **Section 6.7 Report and Form Development** of this RFP and include it in this section of the Response.

3.4.10 Training Services (Section 4.10)

In addition to providing responses to the following items, the Bidder must complete the Training Form in **Section 6.8 Training** of this RFP and include it in this section of the response.

The State needs to understand the approach to the following types of training:

1. **Functional Team Training Approach:** Describe the approach that will be used to train the State's functional team members on the ERP solution capabilities, including configurations.
2. **Technical Team Training Approach:** Describe your approach to training the State's technical team members on the ERP technologies and tools, including configurations.
3. **Knowledge Transfer:** Describe how knowledge transfer will be detailed, tracked, and measured between the System Integrator and the state staff. Describe how knowledge transfer activities will be applied throughout the project life cycle, as well as how the knowledge transfer will be measured. The Bidder must provide detailed work plans, including timelines, for knowledge transfer in its Response.

4. **End User Training Approach** Describe your approach to end user training, including the actual training approach proposed.

The Bidder must provide an overall description of **all** training methods, including but not limited to, the following:

- General timeframes in which both types of training will be conducted.
- The Bidder must list the nature, level, and amount of training to be provided for both options in each of the following areas:
 - Technical training (e.g., programming, operations, etc.)
 - User training
 - Any tools used in the software to support training.
 - Required state staff, skills and capabilities to support the proposed training method.
 - Cost for the training method must be included in the SaaS ERP System Integrator Services – Pricing.xlsx.
 - Any tools used in the software to support training.
- Bidder must include a description of the methods for which training is offered and must also include a description of the learning styles your training addresses.

3.4.11 Testing Methodology and Approach (Section 4.11)

The Bidder should describe its recommended approach to the following types of testing that are anticipated to be performed on the project and the type of assistance they anticipate providing to the State related to such testing:

1. ERP solution and 3rd party testing
2. Integration testing
3. Stress/performance testing
4. User acceptance testing (UAT)
5. Accessibility testing
6. Parallel testing for payroll processing
7. Describe the use of any automated testing tools used to test the application and include pricing for the automated testing tools in the pricing forms.

3.4.12 Change Management Approach (Section 4.12)

The State recognizes that a movement from the current environment to a new solution will present change management challenges. The State has contracted for Change Management services currently but wants to understand how the Bidder would include change management in its Response. The Bidder should describe its recommended approach to the following:

1. Describe its approach towards Change Management and Agency Readiness and how the Bidder will work with the state agencies, State's contracted service provider and the OneWashington program throughout the lifecycle of the implementation.
2. Describe any unique approaches or tools that will be used to support change management.

3. Describe the approach to communication, especially within the State's federated agency environment. Specifically describe the Bidders approach to, intent for, interaction with, communication

3.4.13 ERP Documentation, Presentations and Manuals (Section 4.13)

The Bidder must clearly describe its approach to Workday Cloud Suite software documentations and manuals that will be created as part of the implementation.

1. What types of documentation, and in what formats, (user guide, technical guide, training materials, etc.) are provided through the pre-implementation, implementation, and post-implementation effort?
2. Describe the Bidder's ability to develop tailored documentation, online help, training presentations, and manuals (based on the State's software configuration), and include any costs associate with this service in the pricing forms.
3. Describe how the products delivered with the software solution will be leveraged to support documentation, training, and other knowledge and learning about the software application.
4. Describe how this documentation will be maintained through the implementation life cycle and beyond.

3.4.14 Post Implementation Support (Section 4.14)

In addition to providing responses to the following items, the Bidder must complete the Ongoing Support Services Form in **Section 6.9 Post Implementation Support** of this RFP and include it in this section of the Response.

Please specify the nature and conditions of any post-implementation support options, including:

1. Describe the Bidder's approach to assisting the State in establishing the maintenance and operations structure necessary to support the ERP suite.
2. Post-go-live support that is included in the Response, including the transition of support to the software provider.
3. On-site support (e.g., software infrastructure tuning, application configuration, interface management and issues, BI and reporting development, form template development, network optimization, and user training).
4. Transition of services from System Integrator to software provider.

3.5 Staffing Plan (Section 5)

In addition to providing responses to the following items, the Bidder must complete the Staffing Plan Form in **Section 6.10 Staffing Plan** of this RFP and include it in this section of the response.

1. The Bidder must detail the type and amount of implementation support to be provided (e.g., number of personnel, skill level of personnel, time commitment, etc.). Include resumes for all personnel that will be assigned to the project. If the Bidder is using a subcontractor, please include information on subcontracting staff being used and their specific role on the project.
2. Please provide an overall project organizational structure for both the Bidder and State's staff involvement during the project. Identify the roles and responsibilities of each component of this structure. Note: The Statement of Work requires more detail related to the staffing plan, including the roles and responsibilities of the State, the software bidder, and the System Integrator.

3.6 Requirements (Section 6)

Responses to the Functional Requirements referenced in **Section 4 Functional Requirements** of this RFP must be provided in this section of the Bidder's response. Use the **SaaS ERP System Integrator Services - Requirements.xlsx** provided to respond the requirements. Use this section to include any additional explanation on this section of the Response. These requirements include the responses from Workday as information to allow the Bidder to understand and further clarify the requirements for the State.

Please include any costs associated with modifications in the **SaaS ERP System Integrator Services Pricing.xlsx**. **The response to these requirements should be provided in the exact format as provided (e.g., no additional macros, formulas, additional columns, modifications, passwords). Failure to do so may result in disqualification of the entire Response.**

3.7 Client References (Section 7)

The Bidder must provide at least five (5) references from government clients that are similar in size and complexity to the State. The format for completing the client references is provided in **Section 6.11 Client References Form** of this document. In addition, the State requests a listing of government clients where the System Integrator has assisted other clients. If possible, at least one of these references should be a state government operating the selected software solution implemented by the System Integrator. The State reserves the right to contact other references known to them.

3.8 Key Staff References (Section 8)

The Bidder must provide at least three (3) references from clients for each of the key staff proposed. The format for completing the key staff references is provided in **Section 6.12 Key Staff References** of this document.

3.9 Required Forms and Attachments (Section 9)

Please provide all other required forms in this section:

- Certifications and Assurances
- Non-Collusion Affidavit
- Wage Theft Certificate
- Minimum Criteria Compliance
- Company Background Form
- Project Management Approach
- Report and Form Development
- Training
- Post Implementation Support Services Form
- Staffing Plan
- Client References Form
- Key Staff References
- Rate Card
- Diversity Participation

3.10 Amendments (Section 10)

Include all amendments published to the RFP with the original, signed copies of amendments in this section.

3.11 Cost Response

One (1) electronic copy of the cost Response shall be submitted in a separate file labeled “Cost Response”, with the technical Response. The electronic copy of the Cost Response must include the completed cost worksheets that have been provided in the **SaaS ERP System Integrator Services – Pricing.xlsx**.

1. The State will not consider time and materials pricing. Bidders shall provide firm and fixed pricing based on the functionality described. For each item, indicate if the cost is one-time, annual, or other.
2. Bidders shall provide price information for each separate component of the proposed solution implementation as well as the price if any modifications necessary to fully comply with the RFP specifications.
3. In the event the product or service is provided at no additional cost, the item should be noted as “no charge” or words to that effect.
4. In the event the service is not being included in the Bidder Response, the item must be noted as “no bid.”
5. Bidders shall provide all pricing alternatives in these cost sheets.
6. Bidders shall provide prices in U.S. dollars.
7. Bidders shall make clear the rationale and basis of calculation for all fees.
8. Bidders shall show separate subtotals for the required elements of the proposed solution and for any layers of optional elements.

To the extent possible, Bidders shall show any applicable discounts separate from the prices for services. The Bidder is encouraged to separate itemize costs and discounts, such as bundled pricing, if such pricing would be advantageous to the State. These should be described in detail.

The State reserves the right to pursue direct purchase of all services proposed as well as to obtain independent financing.

The response to the pricing forms should be provided in the exact format as provided (e.g., no additional macros, formulas, additional columns, modifications, passwords). Failure to do so can result in disqualification of the entire Response.

4 Functional Requirements

The requirements defined in this section contain the overall general functions of the requested software solution. The primary objective of the State in implementing a new system is to provide a more integrated information system environment that will eliminate the redundant entry of data, provide improved system capabilities, provide improved access to data, and streamline overall operations. The Bidder is asked to review and update these requirements for any noted differences based on its experience in implementing the Workday Cloud Suite.

Vendors must replace cells A1:G1 in the first module with the vendor’s **Company Name**, which will be repeated and printed for each subsequent module.

Workday has provided the primary product name(s) that satisfy the requirements for each module in cells D9:G9. Vendors must indicate additional product(s) needed to satisfy the requirements in cells D10:G10 on each module worksheet. If no additional product(s) are required to satisfy a module’s requirements, vendors must indicate this by replacing the placeholder text with “N/A” on the given module in cells D10:G10.

The **Priority** column includes one of the following entries to indicate the importance of the requirement to the State of Washington:

Priority	Definition
Mandatory (M)	This is an essential feature that the State places highest rating for the new system.
Important (I)	This is a feature that may add value but is not necessary .
Nice to Have (N)	This is a feature that, while of interest, is not necessary at this time or something that could be a future deployment.
Explore (E)	This is a feature that, if available, the State would want to explore during the implementation.

Each Vendor must review the requirements and reports listed in each subsection and respond as to its availability within the vendor’s software system. The responses must be entered under the **SI Availability** column of each form as follows:

Y	Functionality is provided out of the box through the completion of a task associated with a routine configurable area that includes, but is not limited to, user-defined fields, delivered or configurable workflows, alerts or notifications, standard import/export, table driven setups, and standard reports with no changes. These configuration areas will not be affected by a future upgrade.
R	Functionality is provided through reports generated using the Reporting Tools.
T	Functionality is provided by proposed third-party functionality (i.e., third party is defined as a separate Software Vendor from the primary software Vendor). The pricing of all third-party products that provide this functionality MUST be included in the cost summary.
F	Functionality is provided through a future general availability (GA) release that is scheduled to occur within one (1) year of the Vendor’s response.
N	Functionality is not provided

Workday's response to functional availability is noted in the **SW Availability** column for reference.

Vendors may add explanations and comments in column F, **SI Comments**, for each listed requirement. Workday's comments are included in column G, **SW Comments**, for reference.

5 Terms and Conditions

Each successful Contractor will be required to enter into a definitive written agreement with OFM based on OFM's form of agreement (the "Contract"). The following summarizes certain key concepts that will be included in the Contract, along with other requirements. Variance from these concepts, which address a number of OFM's business, legal, and technological requirements, is a critical evaluation criterion.

Exceptions must be explicitly noted in the Bidder Proposals using the checklist forms provided in **Section 5.43 Contract Exception Form** of this RFP. Lack of exceptions listed on the checklist forms will be considered acceptance of all the terms and conditions as presented in this RFP.

5.1 Term of Contract

- a. The initial term of the Contract will commence on the date of last signature and continue through the contract term, unless terminated sooner as provided herein,
- b. The Contract may be extended via amendment, for up to two (2) additional two (2) year terms in whatever time increments OFM deems appropriate, depending on funding and the nature of the OneWashington related work to be performed. No change in terms and conditions will be permitted during these extensions unless specifically agreed to in writing.

5.2 Term of Statement of Work (SOW)

The term of any SOW executed pursuant to this Contract will be set forth in the SOW. The term of any SOW under this Contract may not exceed the term of this Contract. Any SOW may be terminated in accordance with the termination sections of this Contract or as mutually agreed between the parties.

5.3 Pricing

1. The total amount expended under this Contract will not exceed the total amount approved in the award to Contractor as the result of the RFP. In the event additional funding becomes available to accomplish the long-term intent and scope of the work under this Contract, OFM may, at its sole discretion, amend this not-to-exceed amount by executing a written amendment to this Contract.
2. Contractor agrees to provide the Services, Work Products, and Deliverables as requested by OFM from time to time at the Prices set forth in its Proposal to OFM's RFP. OFM reserves the right to delay the purchase of Services.
3. The parties may negotiate pricing for additional services within the scope of this Contract and as documented in writing in a Statement of Work signed by both parties.
4. Day-to-day expenses related to performance under the Contract, including but not limited to, travel, lodging, meals, and incidentals, will not be reimbursed to Contractor or its Subcontractors, if any.
5. If Contractor is required by OFM to travel beyond what is expected in day-to-day expenses above, reimbursement for any such travel must be authorized in advance of such travel and must be in writing by the OneWashington Program Director. If authorized, reimbursement will be at rates not to exceed the then-current rules, regulations, and guidelines for State employees published by the Washington State Office of Financial Management set forth in the Washington State Administrative and Accounting Manual (<http://www.ofm.wa.gov/policy/10.htm>). Such reimbursement will not exceed expenses actually incurred. To receive reimbursement, Contractor must provide a detailed breakdown of authorized expenses and receipts for any expenses of \$50 or more.

5.4 Advance Payment Prohibited

No advance payment will be made for Services or Work Product furnished by Contractor pursuant to this Contract.

5.5 Taxes

OFM will pay sales and use taxes, if any, imposed on the Services acquired hereunder. Contractor must pay all other taxes including, but not limited to, Washington Business and Occupation Tax, other taxes based on Contractor's income or gross receipts, or personal property taxes levied or assessed on Contractor's personal property. OFM, as an agency of Washington State government, is exempt from property tax.

Contractor must complete registration with the Washington State Department of Revenue and will be responsible for payment of all taxes due on payments made under this Contract.

5.6 Invoice and Payment

The Contractor will submit properly itemized invoices to OFM in accordance with its invoicing requirements. Incorrect or incomplete invoices will be returned by OFM to the Contractor for correction and reissue. OFM may withhold any amount it disputes in good faith.

5.7 Overpayments to Contractor

Contractor must refund to OFM the full amount of any erroneous payment or overpayment under this Contract within thirty (30) days' written notice of such overpayment. If Contractor fails to make a timely refund, OFM may charge Contractor one percent (1%) per month on the amount due, until paid in full.

5.8 U.S. Department of Treasury, Office of Foreign Assets Control

OFM complies with U.S. Department of the Treasury, Office of Foreign Assets Control (OFAC) payment rules. OFAC prohibits financial transactions with individuals or organizations, that have been placed on the OFAC Specially Designated Nationals (SDN) and Blocked Persons sanctions list located at <http://www.treas.gov/offices/enforcement/ofac/index.html>. Compliance with OFAC payment rules ensures that the Agency does not conduct business with individuals or organizations that have been determined to be supporters of terrorism and international drug dealing or that pose other dangers to the United States.

Prior to making payment to individuals or organizations, the Agency will download the current OFAC SDN file and compare it to Agency and statewide vendor files. In the event of a positive match, the Agency reserves the right to: (1) make a determination of "reasonability" before taking the positive match to a higher authority, (2) seek assistance from the Washington State Office of the State Treasurer (OST) for advanced assistance in resolving the positive match, (3) comply with an OFAC investigation, if required, and/or (4) if the positive match is substantiated, notify the contractor in writing and terminate the contract according to the Termination for Convenience provision without making payment. The Agency will not be liable for any late payment fees or missed discounts that are the result of time required to address the issue of an OFAC match.

5.9 Scope and Statement(s) of Work

5.9.1 Scope of Work

As set forth in the OFM RFP, Contractor's Proposal thereto and as otherwise required by OFM during the term of this Contract, the Contractor will provide SaaS ERP System Integrator Services (Services) to assist the State in preparing for and implementing transformational business processes related to the OneWashington Program ERP solution.

The Contractor will provide Services and staff and otherwise do all things necessary for or incidental to the performance of work, as set forth in any Statement of Work (SOW) issued under this Contract.

5.9.2 Statement(s) of Work

Specific Services and associated Deliverables to be provided by the Contractor will be at OFM's request and will be documented in a written SOWs signed by both parties. The details of the specific services, project or tasks will be negotiated by OFM and Contractor and memorialized in a SOW.

Except when the parties specifically agree to the contrary in a SOW, the terms and conditions of this Contract will have precedence over any terms and conditions in a SOW. Any exception made in a SOW will be solely for that SOW and will not modify the Contract terms and conditions or SOW for any other work.

5.9.3 Non-Exclusivity

Contractor may not propose pricing or services that are based upon "exclusivity" of any kind, such as a required percentage of OFM's overall or service-specific service requirements or spend. Contractor acknowledges and agrees that the Contract is not exclusive, and OFM may obtain similar services from third parties or perform those services itself, including, without limitation, any or all of the Services or any other services.

5.10 Working With Other OFM Contractors

Contractor acknowledges, understands, and agrees that this Contract is not intended to be exclusive and that OFM reserves the right to engage other contractors for the work required by the OneWashington Program. The decision to engage other contractors is within the sole discretion of OFM. Contractor hereby commits to work with such contractors in good faith to support the success of the OneWashington Program initiatives and the goals of Washington State.

5.11 Change Orders/Requests and Process

Any request to modify a current SOW will be submitted to the Program Director using a Change Request form provided by OFM, and all such changes shall be processed with OFM's change control process, which will be documented in the Contract. No change will be effective unless it is approved in writing by OFM pursuant to the change control process.

5.12 Deliverable Expectation Documents (DED)

At OFM's sole discretion, Deliverable Expectation Documents will be used to provide detailed descriptions of expected Deliverables. DED's will be executed as required in any specific SOW. Acceptance of and payment for any Deliverable will be subject to the Deliverable Review and Acceptance set forth herein.

5.13 Deliverable Review and Acceptance

Except as otherwise agreed between the parties, OFM will review the Deliverables set forth in any SOW based on the descriptions in such SOW and the Contractor's Proposal (incorporated by reference) and the relevant Deliverable Expectation Document (DED) signed by the parties. Acceptance of Deliverables will be made in writing by the Program Director or designee. OFM will have up to five (5) business days from the time Contractor notifies OFM that a defined Deliverable is complete and delivered to OFM's OneWashington Program Director to evaluate the Deliverable and determine if the Deliverable meets its specifications or contains any material nonconformities. If OFM does not notify Contractor in writing of any nonconformity within ten (10) business days of delivery, then the Deliverable will be deemed accepted.

If OFM notifies the Contractor in writing of a defined Deliverable nonconformity, then the Contractor must promptly use its best efforts to correct the Deliverable and submit the corrected Deliverable to OFM. OFM will then have an additional ten (10) business days to verify that the resubmitted Deliverable has been satisfactorily corrected. If after three (3) attempts at Acceptance Contractor fails to correct a Deliverable nonconformity, OFM reserves the right to terminate the SOW.

5.14 Security

For any supporting technical tools provided under this Contract, the Contractor will be required to follow the security policies laid out in the State of Washington's WA-Tech Office of the Chief Information Officer's Policy 141 – Securing Information Technology Assets <https://ocio.wa.gov/policies/141-securing-information-technology-assets>.

The Systems Integrator must ensure that the integration efforts of One Washington adhere to a process that ensures the both security (NIST Cybersecurity Framework (CSF) and state IT security standard, OCIO Standard No. 141.10) and applicable compliance requirements are met.

In addition, with respect to certain types of data and data transactions, the state of Washington will be required to comply with the federal regulations that govern these.

These include:

- The Social Security Administration (SSA)
- IRS Publication 1075
- The Health Insurance Portability and Accountability Act (HIPAA)
- Minimum Acceptable Risk Standards for Exchanges MARS-E

As systems are integrated, and data transactions are identified and implemented, the System Integrator must ensure that the appropriate federal regulation(s) are identified and that implementation is conducted in a manner that is compliant with the federal regulation(s) identified and the security standards (NIST Cybersecurity Framework (CSF) and state IT security standard, OCIO Standard No. 141.10).

5.15 Warranty

Contractor agrees at all times to maintain an adequate staff of experienced and qualified employees for efficient performance under this Contract. Contractor warrants that at all times its Services will be performed in a good, proficient, and dignified manner. Unless otherwise agreed to in writing, Contractor will re-perform any Services not in material compliance with this warranty brought to its attention in writing within one (1) year after those Services are performed and Accepted. If at any time OFM is dissatisfied with the performance of an individual working on an OFM project, OFM will report its dissatisfaction to Contractor in writing and may ask Contractor to replace the individual.

Contractor warrants that its Deliverables will materially conform to their applicable specifications for a period of one (1) year from delivery to and Acceptance by OFM. Contractor will correct any such Deliverable not in compliance with this warranty brought to its attention in writing within one (1) year after delivery to or Acceptance by OFM of such Deliverable.

5.16 Staff Changes

Except in the case of a leave of absence, sickness, death, termination of employment or unpaid or paid leave of absence, agreed-upon Key Staff must not be changed during the term of any SOW. Otherwise, any change in Key Staff must be agreed to in writing between the parties. During the term of the Contract, OFM reserves the right to approve or disapprove of Contractor and Subcontractor Key Staff assigned to this Contract, or to

require the removal or reassignment of any Contractor or Subcontractor Key Staff found unacceptable by OFM, subject to OFM's compliance with applicable laws and regulations. Contractor must provide OFM with a resume of any member of its Key Staff or a Subcontractor's Key Staff assigned to or proposed for any aspect of performance under this Contract prior to commencing any Services.

In the event that proposed Contractor resources are unavailable to deliver the work, Contractor must staff the project with resources with equal or greater skills and capabilities, subject to approval from OFM.

OFM must be notified of any change in Contractor Key Staff as soon as practicable but in no event less than five (5) working days after removal of such staff from their duties in support of this Contract. Contractor must provide resumes and describe the roles and responsibilities of any replacement staff to OFM as soon as practicable but in no event less than five (5) working days prior to the date that such staff begin work under this Contract. OFM reserves the right, in its sole judgement, to approve or reject such replacement staff. OFM's approval of such staff will not be unreasonably withheld.

5.17 Contractor Personnel Screening

Contractor will perform the following background screenings before permitting any Contractor personnel (including its contractors) to perform work for OFM under the Contract:

1. Drug screening, including a comprehensive chemical screen, on personnel who will work at, or regularly visit, OFM sites;
2. Social Security or other government-issued identification number verification;
3. Criminal background check (including a criminal record search) and seven (7) year residential history and terrorist (OFAC) list search; and
4. Industry, governmental, or professional debarment/exclusion (e.g. OIG, GSA, & FDA) list search on personnel that will work at, or regularly visit, OFM sites.

All of the above screenings must (a) be performed by an independent, reputable, and well-established third-party provider (at Contractor's sole expense), and (b) have been completed within three (3) years of the date that the applicable Contractor personnel commences work for OFM under the Contract. Any personnel failing the above screening may not perform work for OFM. Upon written request, Contractor shall provide OFM with the written results of the above background screening for all Contractor personnel that are assigned to perform work for OFM under the Contract.

Contractor will immediately remove from the OFM account any Contractor personnel who (i) engage in substance abuse (where substance abuse includes the possession or use of illegal drugs, drug paraphernalia, or alcohol, or the misuse of prescription or nonprescription drugs); (ii) becomes subject to any industry, governmental, or professional debarment/exclusion; (iii) is convicted of any financial crime or felony crime during the term of the Contract; or (iv) commits an act of cybercrime during the term of the Contract.

5.18 On-boarding / Off-boarding of Contractor Personnel

OFM requires that all Contractor personnel who utilize or have access to OFM's network and systems will be properly on-boarded with access rights, training, and other requirements in accordance with the State IT Policies. Contractor will need to plan for and coordinate a significant on-boarding effort as part of its initial implementation of the Services.

Additionally, all Contractor personnel who no longer require access will be promptly off-boarded by removing access to OFM's network and systems. Contractor shall assign a single point of contact to handle all on-boarding and off-boarding activities.

5.19 Ownership/Rights in Data

5.19.1 Ownership of Work Products produced for the State of Washington

OFM and Contractor agree that all data and work products (collectively called “Work Product”) produced pursuant to this Contract specifically for OFM and for which no preexisting material is included, will be considered work made for hire under the U.S. Copyright Act, 17 U.S.C. §101 *et seq*, and will be owned by OFM.

5.19.2 Ownership of Preexisting Material

Ownership of material that is delivered by the Contractor under this Contract, but that does not originate from this Contract (“Preexisting Material”), will remain with the Contractor or any third-party owner of such Preexisting Material.

When Preexisting Materials are incorporated into Work Product or required to support the functionality of Deliverables under this Contract, the Contractor must include a nonexclusive, royalty-free, irrevocable license for OFM to publish, translate, reproduce, deliver, perform, display, and dispose of such Preexisting Material, and to authorize others to do so except that such license will be limited to the extent to which Contractor has a right to grant such a license.

Contractor must exert all reasonable effort to advise OFM at the time of delivery of Preexisting Material furnished under this Contract, of all known or potential infringements of publicity, privacy, or of intellectual property contained therein and of any portion of such Deliverable that was not produced in the performance of this Contract.

Contractor agrees to obtain, at its own expense, express written consent of the copyright holder for the inclusion of Preexisting Material.

Contractor must provide OFM with prompt written notice of each notice or claim of copyright infringement or infringement of other intellectual property right worldwide received by the Contractor with respect to any Preexisting Material delivered under this Contract.

5.20 Access to Contract Related Data

In compliance with chapter 39.26 RCW, Contractor must provide access to data generated under this Contract to OFM, to the Joint Legislative Audit and Review Committee, and to the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of Contractor’s reports, including computer models and methodologies for those models.

5.21 Site Security

While on OFM’s premises, Contractor, its agents, employees, or Subcontractors must conform in all respects with physical, fire, or other security regulations and shall comply with the reasonable directions of the OFM’s officers.

5.22 Protection of State’s Confidential Information

Contractor agrees to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this Contract; to release it only to authorized employees or Subcontractors requiring such information for the purposes of carrying out this Contract; and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without State’s express written consent or as provided by law. Vendor agrees to release such information or material only to employees or Subcontractors who have signed a nondisclosure agreement, the terms of which have

been previously approved by Purchaser. Vendor agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information.

Immediately upon expiration or termination of this Contract, Vendor shall, at Purchaser's option: (i) certify to Purchaser that Vendor has destroyed all Confidential Information; or (ii) return all Confidential Information to Purchaser; or (iii) take whatever other steps Purchaser requires of Vendor to protect Purchaser's Confidential Information.

5.23 Incorporated Documents and Order of Precedence

Contract will comprise the documents below. If there is any inconsistency between and among the document, such inconsistency will be resolved in by according precedence in the order in which the documents are listed below:

- a. Applicable federal and state statutes, laws, and regulations;
- b. The terms and conditions of this Contract;
- c. Schedules to this Contract,
- d. Exhibits to this Contract and
- e. Attachments to this Contract;
- f. OFM RFP #20-200 dated [date];
- g. Any SOW entered into pursuant to this Contract;
- h. Contractor's Proposal to the OFM RFP #20-200 dated [date]; and
- i. All Contractor or manufacturer publications, written materials and schedules, charts, diagrams, tables, descriptions, other written representations and any other supporting materials the Contractor made available to OFM and used to affect the award of this Contract and sale of Services or Products hereunder.

5.24 Governing Law

This Contract is governed in all respects by the law and statutes of the State of Washington, without reference to conflict of law principles.

5.25 Subcontractors

Neither the Contractor nor any Subcontractor will enter into subcontracts for any of the work contemplated under this Contract without obtaining prior written approval of OFM. In no event will the existence of the subcontract operate to release or reduce the liability of the Contractor to OFM for any breach in the performance of the Contractor's duties. The Contractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Contract are carried forward to any subcontracts. The Contractor will be responsible for payment of its subcontractors and will indemnify OFM against any claims resulting from Contractor's failure to pay, including discharging (at Contractor's expense) any liens obtained by the subcontractor.

5.26 Assignment

With the prior written consent of the OFM Contracting Officer, which consent shall be at OFM's sole discretion, Contractor may assign this Contract including the proceeds hereof, provided that such assignment will not operate to relieve Contractor of any of its duties and obligations hereunder, nor will such assignment affect any remedies available to OFM that may arise from any breach of the sections of this Contract,

Statements of Work, or warranties made herein including but not limited to, rights of setoff. Any attempt by the Contractor to assign this Contract without such prior written consent will be void and of no effect.

OFM may assign this Contract or any SOW in whole or in part to any public agency, commission, board, or the like, within the political boundaries of the State of Washington, provided that such assignment will not operate to relieve OFM of any of its duties and obligations hereunder.

5.27 Publicity

The award of this Contract to Contractor is not in any way an endorsement of Contractor or Contractor's Services or Deliverables provided to OFM and must not be so construed by Contractor in any advertising or other publicity materials. Contractor may not use OFM, the State or any state agency in advertising, sales promotion, and other publicity materials relating to this Contract or any product or service furnished by Contractor wherein OFM's name is mentioned, language is used, or internet links are provided from which the connection of OFM's name therewith without OFM's prior written consent, which it may grant or withhold in its sole discretion.

5.28 Review of Contractor's Records

Contractor and its Subcontractors must maintain books, records, documents and other evidence relating to this Contract, including but not limited to Minority and Women's Business Enterprise participation, protection and use of Confidential Information, compliance with the Contract, accuracy of invoicing, adherence to the State's IT Policies, and accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature invoiced in the performance of this Contract. Contractor and its Subcontractors must retain all such records for six (6) years after the expiration or termination of this Contract. Records involving matters in litigation related to this Contract must be kept for either one (1) year following the termination of litigation, including all appeals, or six (6) years from the date of expiration, termination, or final payment of this Contract, whichever is later.

At reasonable times, upon ten (10) Business Days' prior written notice to Contractor, and at no additional cost to the State, all such records will be subject to inspection, copying, or audit by personnel so authorized by OFM, the Office of the State Auditor, other State and federal officials so authorized by law, rule, regulation or contract, as applicable

If an audit uncovers any material variances in Contractor's performance from the requirements of the Contract or reveals that Contractor received \$10,000 or more than it was entitled to receive under the Contract, (i) OFM may audit Contractor's books, records, and other documents or evidence of compliance (or noncompliance) with the Contract more than once during any year; and (ii) Contractor will reimburse OFM for the cost of the audit.

Contractor will be responsible for any audit exceptions or disallowed costs incurred by Contractor or any of its Subcontractors.

Contractor must incorporate this section's records retention and review requirements into its subcontracts.

5.29 Right of Inspection

The Contractor must provide right of access to its facilities to OFM, or any of OFM's officers, or to any other authorized agent or official of the State of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract.

5.30 Third-Party Claims - Patent and Copyright Infringement

Contractor, at its expense, must defend, indemnify, and save OFM harmless from and against any claims against OFM that any Work Product or Deliverable supplied hereunder, or OFM's use of the Work Product or Deliverable within the terms of this Contract, infringes any patent, copyright, utility model, industrial design, mask work, trade secret, trademark, or other similar proprietary right of a third party worldwide. Contractor must pay all costs of such defense and settlement and any penalties, costs, damages and attorneys' fees awarded by a court or incurred by OFM provided that OFM:

- a. Promptly notifies Contractor in writing of the claim, but OFM's failure to provide timely notice will only relieve Contractor from its indemnification obligations if and to the extent such late notice prejudiced the defense or resulted in increased expense or loss to Contractor; and
- b. Cooperates with and agrees to use its best efforts to encourage the Office of the Attorney General of Washington to grant Contractor sole control of the defense and all related settlement negotiations; however, if principles of governmental or public law are involved, the State may participate in the defense of any such action, but no costs or expenses will be incurred for the account of the Contractor without the Contractor's written consent.

If such claim has occurred, or in Contractor's opinion is likely to occur, OFM agrees to permit Contractor, at its option and expense, either to procure for OFM the right to continue using the Work Product or Deliverable or to replace or modify the same so that they become non-infringing and functionally equivalent. If use of the Work Product or Deliverable is enjoined by a court and Contractor determines that none of these alternatives is reasonably available, Contractor, at its risk and expense, will take back the Work Product or Deliverable and provide OFM a refund. In the case of Work Product, Contractor must refund to OFM the entire amount OFM paid to Contractor for Contractor's provision of the Work Product or Deliverable. No termination charges will be payable.

To the extent that the Contractor or its Subcontractor relies for its performance hereunder upon third-party technologies that are licensed or otherwise restricted due to patent or copyright rights, it shall be the responsibility of the Contractor and/or its Subcontractor(s) to ensure that such technologies are properly used. In the event that the Contractor or its Subcontractor(s) receive an infringement claim, the Contractor and/or the Subcontractor must, at its expense, ensure that the Services, Work Product, or Deliverable(s) contracted for hereunder continue without interruption.

5.31 Save Harmless

Contractor must defend, indemnify, and save OFM harmless from and against any claims, including reasonable attorneys' fees resulting from such claims, by third parties for any or all injuries to persons or damage to property of such third parties arising from intentional, willful, or negligent acts or omissions of Contractor, its officers, employees, or agents, or Subcontractors, their officers, employees, or agents. Contractor's obligation to defend, indemnify, and save OFM harmless is not eliminated or reduced by any alleged concurrent OFM negligence.

Contractor agrees that, in the event of an accident of any kind, Contractor will immediately notify the OFM's contact person and thereafter, if requested, furnish a full written report of such accident.

Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless State and its agencies, officials, agents or employees.

5.32 Insurance

Commercial General Liability covering the risks of bodily injury (including death), property damage, and personal injury, including coverage for contractual liability, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate.

Business Automobile Liability (owned, hired, or non-owned) covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of not less than \$1 million per accident.

Employer's Liability insurance covering the risks of Contractor's employees' bodily injury by accident or disease with limits of not less than \$1 million per accident for bodily injury by accident and \$1 million per employee for bodily injury by disease.

Umbrella policy providing excess limits over the primary policies in an amount not less than \$5 million.

Professional liability insurance is required if services delivered pursuant to this Contract, either directly or indirectly, involve or require providing professional services. Such coverage must cover injury or loss resulting from Contractors' rendering or failing to render professional services. Contractor must maintain minimum limits no less than \$1,000,000 per incident, loss, or person, as applicable. If defense costs are paid within the limit of liability, Contractor must maintain limits of \$2,000,000 per incident, loss, or person, as applicable.

Crime Coverage with a deductible not to exceed \$1 million and coverage of not less than \$5 million in the aggregate, which must at a minimum cover occurrences falling in the following categories: Computer Fraud; Robbery; Safe Burglary; Forgery or Alteration; Money and Securities; Employee Dishonesty and Theft; and Theft, Disappearance, and Destruction of Property.

5.33 Industrial Insurance Coverage

Prior to performing work under this Contract, Contractor must provide or purchase industrial insurance coverage for its employees, as may be required of an "employer" as defined in Title 51 RCW and must maintain full compliance with Title 51 RCW during the course of this Contract.

5.34 Licensing, Accreditation and Registration

Contractor must comply with all applicable local, state, and federal licensing, accreditation, and registration requirements and standards necessary in the performance of this Contract. (See, for example, chapter 19.02 RCW for state licensing requirements and definitions.)

5.35 Nondiscrimination

During the performance of this Contract, Contractor must comply with all federal and applicable state nondiscrimination laws, including but not limited to: Title VII of the Civil Rights Act, 42 U.S.C. §12101 *et seq.*; the Americans with Disabilities Act (ADA); and Title 49.60 RCW, Washington Law Against Discrimination. In the event of Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled, or terminated in whole or in part under the Section titled *Termination for Default*, and Contractor may be declared ineligible for further contracts with OFM.

5.36 Treatment of Assets

Title to all property furnished by OFM will remain with OFM. Title to all property furnished by Contractor, for which Contractor is entitled to reimbursement, other than rental payments, under this Contract, will pass to

and vest in OFM pursuant to the Ownership/Rights in Data section. As used in this section, if the “property” is Contractor’s proprietary, copyrighted, patented, or trademarked works, only the applicable license, not title, is passed to and vested in OFM. Title to all property furnished by the Contractor, the cost for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, will pass to and vest in the OFM upon delivery of such property by the Contractors.

Title to other property, the cost of which is reimbursable to the Contractors under this contract, will pass to and vest in the OFM upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the OFM in whole or in part, whichever first occurs.

Any OFM property furnished to Contractor must, unless otherwise provided herein or approved by OFM, be used only for the performance of this Contract.

Contractor is responsible for any loss of or damage to OFM’s property that results from Contractor’s negligence or that results from Contractor’s failure to maintain and administer that property in accordance with sound management practices.

Upon loss, destruction of, or damage to any OFM property, Contractor must notify OFM thereof and must take all reasonable steps to protect that property from further damage.

Contractor must surrender to OFM all OFM property prior to completion, termination, or cancellation of this Contract.

5.37 Protection of Contractor’s Proprietary Information

Contractor acknowledges that OFM is subject to chapter 42.56 RCW, *Public Records Act* and that this Contract will be a public record as defined in chapter 42.56 RCW, *Public Records Act*. Any specific information that is claimed by Contractor to be Proprietary Information must be clearly identified as such by Contractor. To the extent consistent with chapter 42.56 RCW, *Public Records Act* OFM will maintain the confidentiality of all such information marked Proprietary Information. If a public disclosure request is made to view Contractor’s Proprietary Information, OFM will notify Contractor of the request and of the date that such records will be released to the requester unless Contractor obtains a court order from a court of competent jurisdiction enjoining that disclosure. If Contractor fails to obtain the court order enjoining disclosure, OFM will release the requested information on the date specified.

5.38 Disputes

Good Faith Efforts. Except for the right of either party to apply to a court of competent jurisdiction for a temporary restraining order or other provisional remedy to preserve the status quo or prevent irreparable harm, the parties agree to attempt in good faith to promptly resolve any dispute, controversy or claim arising out of or relating to this Contract, including but not limited to payment disputes, through negotiations between senior management of the parties. If the dispute cannot be resolved within fourteen (14) days of initiating such negotiations, either party may initiate this dispute resolution process.

The initiating party must provide a written description of the dispute to the responding party. The responding party must respond in writing within five (5) Business Days. The initiating party will have five (5) Business Days to review the response. If after this review a resolution cannot be reached, both parties will have five (5) Business Days to negotiate in good faith to resolve the dispute.

- a. If the dispute cannot be resolved after five (5) Business Days, a Dispute Resolution Panel may be requested in writing by either party who must also identify the first panel member. Within five (5) Business Days of receipt of the request, the other party will designate a panel member. Those two

panel members will appoint a third individual to the Dispute Resolution Panel within the next five (5) Business Days.

- b. The Dispute Resolution Panel will review the written descriptions of the dispute, gather additional information as needed, and render a decision on the dispute in the shortest practical time.
- c. Each party will bear the cost for its panel member and share equally the cost of the third panel member.

Except as provided above, neither party will commence litigation against the other before the Dispute Resolution Panel has issued its decision on the matter in dispute.

OFM and Contractor agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this Contract that are not affected by the dispute.

If the subject of the dispute is the amount due and payable by OFM for Services, Work Product, or Deliverable being provided by Contractor, Contractor shall continue providing Services, Work Product, or Deliverable pending resolution of the dispute, provided OFM pays Contractor the amount OFM, in good faith, believes is due and payable but may continue to withhold any amount that OFM disputes in good faith.

5.39 Failure to Perform

If Contractor fails to perform any substantial obligation under this Contract, OFM shall give Contractor written notice of such Failure to Perform. If after fourteen (14) calendar days from the date of the written notice Contractor still has not performed, then OFM may withhold all monies due and payable to Contractor, without penalty to OFM, until such Failure to Perform is cured or otherwise resolved.

5.40 Limitation of Liability and Disclaimer

The Contract will include a (mutual) limit on the total liability either party may incur for direct damages over the course of the Contract Term. This direct damages cap will be set at three times the Value of the Contract. The Value of the Contract shall mean the total amounts that would be payable by OFM upon successful completion of the Services by Contractor under all of the SOWs issued under the Contract.

The Contract will also include a reasonable and customary disclaimer of certain consequential or Incidental damages.

5.41 Exclusions to the Limit of Liability

The Contract's liability limits and disclaimers will not, however, apply to any of the following: (a) either party's liabilities arising out of its fraud, gross negligence, willful misconduct, indemnification obligations under the Contract, governmental fines, fees, or settlement amounts related to violations of law or regulation arising out of the Contract, or breaches of confidentiality; (b) losses or liabilities attributable to unauthorized releases or disclosures of confidential information or personal data attributable to Contractor's breach of the confidentiality provisions in the Contract, or failure to comply with the State's privacy and information security requirements; (c) Contractor's abandonment of the Contract; or (d) bodily injury or death.

5.42 Termination Rights and Responsibilities

5.42.1 Termination for Default

If either OFM or Contractor violates any material term or condition of this Contract, commits a series of breaches that in the aggregate are material, or fails to fulfill in a timely and proper manner its obligations under this Contract, then the aggrieved party will give the other party written notice of such failure or violation. The responsible party will correct the violation or failure within thirty (30) calendar days or as otherwise mutually

agreed in writing. If the failure or violation is not corrected, this Contract may be terminated for default immediately by written notice from the aggrieved party to the other party.

In the event of termination of this Contract by OFM, OFM will have the right to procure the Services, Work Product, or Deliverable that are the subject of this Contract on the open market and Contractor will be liable for all damages, including, but not limited to: (i) the cost difference between the original Contract price for the Services, Work Product, or Deliverable and the replacement costs of such Services, Work Product, or Deliverable acquired from another contractor; (ii) if applicable, all administrative costs directly related to the replacement of this Contract, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, staff time costs; and, (iii) any other costs to OFM resulting from Contractor's breach. OFM has the right to deduct from any monies due to Contractor, or that thereafter become due, an amount for damages that Contractor will owe OFM for Contractor's default.

5.42.2 Termination for Convenience

When, at the sole discretion of OFM, it is in the best interest of the State, OFM Contracting Officer may terminate this Contract, including all Statement(s) of Work, in whole or in part, by ten (10) Business Days written notice to Contractor. OFM may, in its sole judgement, provide more time in its written notice when it is in the best interest of the State to do so. If this Contract is so terminated, OFM is liable only for payments required by the terms of this Contract or any SOW for Services received and accepted by OFM prior to the effective date of termination.

5.42.3 Termination for Withdrawal of Authority

In the event that OFM's authority to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Contract and prior to normal completion, OFM may terminate this Contract by seven (7) Calendar Days written notice to Contractor. OFM may, in its sole judgement, provide more time in its written notice when it is in the best interest of the State to do so. No penalty will accrue to OFM in the event this section is exercised. This section will not be construed to permit OFM to terminate this Contract in order to acquire similar Services, Work Product, or Deliverable from a third party.

5.42.4 Funding Withdrawn, Reduced, or Limited

If the funds OFM relied upon to establish this Contract or any SOW are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, after the effective date of this Contract but prior to the normal completion of this Contract, OFM, at its discretion, may:

- a. Terminate this Contract pursuant to this Section 5.42.4 Funding Withdrawn, Reduced or Limited;
- b. Renegotiate the Contract under the revised funding conditions; or
- c. Suspend Contractor's performance under the Contract by written notice to Contractor.

5.42.5 Termination for Non-Allocation of Funds

If funds are not allocated to OFM to continue this Contract in any future period, OFM may terminate this Contract by seven (7) calendar days written notice to Contractor or work with Contractor to arrive at a mutually acceptable resolution of the situation. OFM may, in its sole judgement, provide more time in its written notice when it is in the best interest of the State to do so. OFM will not be obligated to pay any further charges for Services.

5.42.6 Termination for Conflict of Interest

OFM may, in its sole discretion, by written notice to the Contractor, terminate this contract if it is found after due notice and examination by OFM that there is a violation of the Ethics in Public Service Act, Chapter 42.52

RCW; or any similar statute involving the Contractor in the procurement of, or performance under this contract.

In the event this Contract is terminated as provided above, OFM may pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor.

5.42.7 Contract Expiration or Termination Procedure

Upon expiration or termination of this Contract, regardless of the reason, the Contractor and its Subcontractor(s) must assist OFM to affect an orderly transition to a new contractor and/or subcontractor as required by OFM for period of up to nine (9) months. The Contractor must provide adequate information and reasonable assistance as necessary to enable OFM to conduct a smooth transition of services and functions being performed by the Contractor to an alternative contractor

As part of the transition assistance services, Contractor will:

- (i) assist OFM in developing a written post-termination transfer plan for the transfer of the Services to OFM or OFM's designee, which plan shall include capacity planning, facilities planning, human resources planning and transfers, timelines, and milestones to ramp-down and turn over the Services, communications capacity planning, and other planning necessary to effect the transfer;
- (ii) provide access credentials for all OFM software and equipment managed by Supplier;
- (iii) afford OFM and OFM's designees a reasonable opportunity to observe Contractor's provision of the Services (including the performance of related preventive and remedial maintenance services) to facilitate knowledge transfer from Contractor to OFM's successor provider;
- (iv) assign to OFM (or its designee) any third-party agreements required to perform the Services;
- (v) provide a complete and accurate inventory of the Services and Deliverables (including in-flight Deliverables);
- (vi) provide reasonable consulting services as requested to assist in implementing the post-termination transfer plan;
- (vii) assist in the execution of a parallel implementation, testing, and in-production environment processes until the transfer of the terminated Services (or its replacement) to OFM or OFM's designee has been completed; and
- (viii) provide other reasonable technical assistance as identified in the termination assistance Plan.

Transition assistance described in items (i - v) shall be provided at no additional cost to OFM. Transition assistance described in items (vi - vii) shall be provided, when requested by OFM, as a project under an associated Statement of Work.

OFM, in addition to any other rights provided in this Contract, may require Contractor to deliver to OFM any property or Work Product or Deliverable specifically produced or acquired for the performance of such part of this Contract as has not been terminated. **Section 5.36 Treatment of Assets** will apply in such property transfer.

5.43 Contract Exception Form

Provide exceptions to the sample terms and conditions in the table below.

RETURN THIS DOCUMENT IN *BOTH WORD AND PDF VERSIONS* IF PROPOSING CONTRACT MODIFICATIONS.

Contract Section #	Current Language	Issue	Proposed Language	Notes

6 Response Forms

This section contains various forms that must be prepared and submitted along with the Bidder's Response. The intent of providing such forms is to ensure comparability between Responses. Included in this section are the following forms:

- Certifications and Assurances
- Non-Collusion Affidavit
- Wage Theft Certification
- Minimum Criteria Compliance
- Company Background Form
- Project Management Approach Form
- Report and Form Development Form
- Training Form
- Post Implementation Support Services Form
- Staffing Plan Form
- Client Reference Form
- Key Staff References Form
- Rate Card
- Diversity Participation – Small Business and Veteran-Owned Business Participation Goals

6.1 Certifications and Assurances

I/we make the following certifications and assurances as a required element of the Response to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract:

1. I/we declare that all answers and statements made in the Response are true and correct. No material fact has been omitted that would make the submission of our Response incomplete or misleading.
2. I/we certify leadership of at least three ERP implementations in the last ten (10) years.
3. I/we understand and agree that pricing submitted in our Response must be fixed and held open for a minimum of 240 days from the date of receipt of the Response by OFM. OFM reserves the right to work with the Bidder to extend such minimum 240-day period, as desired by OFM.
4. I/we understand that OFM will not reimburse me/us for any costs incurred in the preparation of a Response to or participation in any part of the RFP process. All Responses become the property of the OFM, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this Response.
5. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single response.
6. In preparing this Response, I/we have not been assisted by any current or former employee of the State whose duties relate (or did relate) to this Response or prospective contract, and who was

assisting in other than his or her official, public capacity. If there are exceptions to these assurances, I/we have described them in full detail on a separate page included with this document.

7. I/we agree that submission of the attached Response constitutes acceptance of the solicitation process. If I/we have questions or concerns about the content of the RFP or the process I/we will avail ourselves of the administrative processes set forth in the RFP to proactively resolve them.
8. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Response for the purpose of restricting competition.
9. I/we grant the OFM the right to contact references and others, who may have pertinent information regarding the ability of the Bidder and the key staff to perform the services or produce deliverables contemplated by this RFP.
10. I/we understand that if we are the successful Bidder, we will be required to furnish the OFM copies of certificates of all required insurance within fifteen (15) calendar days of the Contract's effective date. Failure to provide evidence of coverage may, at OFM's sole option result in the termination of such contract.
11. I/we circle one: do / do not possess a Uniform Business Identifier (UBI). I/we understand a UBI is necessary to conduct business in Washington State. I/we certify that a UBI will be provided to OFM within thirty (30) calendar days of being selected Bidder to provide the ERP SaaS software solution.
12. The undersigned, as authorized Bidder, declares that he/she has carefully examined all the items of the RFP and Instructions herein that he/she fully understands and accepts the requirements of the same, and he/she agrees to furnish the specified items and will accept, in full payment therefore, the amount specified below. The Bidder will identify below its business entity as individual, DBA, partnership, corporation (foreign or domestic), and will indicate the official capacity of person(s) executing this RFP document.

On behalf of the Bidder submitting this response, by my authorized signature below I attest to the accuracy of the above statements.

Signature of Bidder

Title

Date

Firm Name

Date

Address:

Telephone:

Signature:

(Person executing response and official capacity)

6.2 Non-Collusion Affidavit

**THE AFFIDAVIT SET FORTH BELOW MUST BE EXECUTED ON BEHALF OF
THE BIDDER AND FURNISHED WITH EVERY RESPONSE
NON-COLLUSION AFFIDAVIT**

State of: _____

TAX ID NUMBER: _____

_____, being duly sworn, deposes and says he/she is the _____
(Name) *(Title)*
of _____ the Bidder that has submitted to the State of
(Company)

Washington a RFP response for an ERP system integration services all as fully set forth in said response and that except as specified below, the aforementioned Bidder constitutes the only person, firm, or corporation having any interest in said response or in any contract, benefit, or profit which may, might or could accrue as a result of said response, said exceptions being as follows:

(If no exceptions, please state)

Bidder further states that said response is, in all respects, fair and is submitted without collusion or fraud; and that no staff or legislature members of the **State** is directly or indirectly interested in said response.

(Affiant)

SWORN TO and subscribed before me, a Notary Public, in and for the above-named State and City

this _____ day of _____, _____.
(Day) (Month) (Year)

(Notary Public)

6.3 Wage Theft Certificate

Prior to awarding a contract, agencies are required to determine that a bidder is a 'responsible bidder.' See RCW 39.26.160(2) & (4). Pursuant to legislative enactment in 2017, the responsible bidder criteria include a contractor certification that the contractor has not willfully violated Washington's wage laws. See Chap. 258, 2017 Laws (enacting SSB 5301).

OFM Procurement No.:

Procurement Solicitation Dated:

I hereby certify, on behalf of the firm identified below, as follows (check one):

NO WAGE VIOLATIONS. This firm has NOT been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in [RCW 49.48.082](#), any provision of RCW chapters [49.46](#), [49.48](#), or [49.52](#) within three (3) years prior to the date of the above-referenced procurement solicitation date.

OR

VIOLATIONS OF WAGE LAWS. This firm has been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in [RCW 49.48.082](#), a provision of RCW chapters [49.46](#), [49.48](#), or [49.52](#) within three (3) years prior to the date of the above-referenced procurement solicitation date.

I hereby certify, under penalty of perjury under the laws of the State of Washington, that the certifications herein are true and correct and that I am authorized to make these certifications on behalf of the firm listed herein.

FIRM NAME: _____

Name of Contractor/Bidder – Print full legal entity name of firm

By: _____

Signature of authorized person

Print Name of person making certifications for firm

Title: _____

Title of person signing certificate

Place: _____

Print city and state where signed

Date: _____

Return Certification to Procurement Coordinator with Bidder Response

Minimum Criteria Compliance

As noted in Section 1.11 Overall RFP Selection Process of this RFP document, proposed solutions **MUST** meet all the following requirements presented in the table below.

Responses not meeting these requirements will be rejected. Bidders must acknowledge acceptance of these terms and include the following checklist in their RFP Response document.

Minimum Criteria	Yes/No
Minimum Criteria	
Certified Partner	
Response Timeliness	
Response Authorization	
Response Completeness	

6.4 Company Background Form

Bidder name:	
Relationship with Software Bidder:	
Does your bid include software third-parties?	Yes <input type="checkbox"/> No <input type="checkbox"/>

1. What are the key differentiators of your company and its proposed services?
2. What strategic alliance have you made to further strengthen your services?
3. How do you guarantee the services provided by your company?
4. What are your near-term and long-term goals, and the strategies to reach these goals?
5. What is your niche in the marketplace and your preferred customer size?
6. Please describe your commitment to providing services for the public sector marketplace.

7. How many fully operational customer installations of the version included in this RFP document are currently in production?

	Nationally
State government	
Other public sector	
Other non-public sector	
Overall:	

8. How many current system implementations of your services are *in-process* within both the State and the region of the Country that includes the State?

	Current in-process Implementations
State government	
Other public sector	
Total:	

9. Where is the Bidder’s closest support facility/sales office to Olympia, WA?

10. Where is the Bidder’s company headquarters?

11. Please list the Bidder’s sales in the previous three years:

Year	Sales
2019	
2018	
2017	

6.5 Project Management Approach

1. How does the Bidder plan to manage the vast amount of material that is produced during the project through potential solutions such as a collaboration environment?

2. Provide specific information on project close-out activities to transition support to the State.

3. How will project management be resourced?

6.6 Report and Form Development

1. What is your familiarity with the query tool and report writer that the Software Bidder is proposing?

2. What is your definition of a report?

3. What reports are available out of the box? Provide a list and samples at the end of this section.

4. Describe your process for determining the scope of what reports will have to be developed (not out-of-the-box) and what effort it will take to develop and test them?

5. Describe your process for determining the scope of what forms will have to be developed (not out-of-the-box) and what effort it will take to develop and test them?

6.7 Training

1. What is your recommended approach to training (End-user vs. train the trainer), for the State, and why?

2. What types of training documentation will be developed by the Bidder?

3. What tools will be used in developing the training material?

4. Describe the opportunities for ongoing training.

5. Describe the Bidder’s ability to provide online training material versus classroom training.

6.8 Post-Implementation Support

Support and Maintenance

1. Provide post-implementation support for any business functions implemented.
2. Provide specific support for the first annual or biennial close process.
3. Provide the following regarding the number of business staff the State should expect to be committed to providing ongoing application support:
 - a. Role
 - b. Responsibility
 - c. Estimated time commitment in terms of FTE time
4. For ongoing IT staff resources, please provide the following information:
 - a. Type of positions required (e.g., help desk, trainer, DBA, report developer, application support, system administrator, security administration)
 - b. Number of FTEs within each position
 - c. Skill sets required for each position
 - a. Training required and whether the Bidder provides this training
5. Describe the transition process from the System Integrator to Workday.

6.9 Staffing Plan

1. Identify the degree to which Bidder staff will be on site versus off site during the project.
2. Provide the resource and configuration requirements for the Bidder’s staff during the implementation:

Number of workstations	
Number of desks	
Number and size of dedicated rooms for the project	
Parking	
Telephones	
Network accessibility needs	

White boards	
Flip charts	
Power requirements	
Other resource needs	

3. Use the table provided below to identify the number of State business staff expected to be committed to the project implementation. Initial identification of project roles has been provided but should be supplemented or revised by Bidders based on their experience in implementing their product in similar environments.

Project Role	Project Responsibilities	FTE
Executive Sponsor(s)		
Project Manager		
Project Administrator		
Functional Process Owners		
Functional Process Team Participants (per member involvement)		
Training Coordinator Team Lead		
Change Management Team Lead		
Communications Team Lead		
Other Roles		
Other Roles		

4. Use the table below to identify the number of technical resources expected to be committed to the project implementation. Initial identification of project roles has been provided but should be supplemented or revised by Bidders based on their experience in implementing their product in similar environments.

Project Role	# of FTEs	Skill Set Required	Training Required?	Training Provided?
Help Desk				
Trainer				
DBA				
Report Developer				
Application Support				
System Administrator				

Security Administrator				
Informatica / Interface Developer				
Other Roles				
Other Roles				

6.10 Client References Form

The Client References Template is provided for Bidders to submit five (5) client references. OneWashington will use this information to contact previous clients.

Bidder name:	
Customer name:	
Customer contact:	
Customer phone number:	()
Customer E-mail address	
System which Solution Replaced	

Describe Nature of Project and Services Provided to This Client:

Configuration of Solution Implemented, (Software and Services):

6.11 Key Staff References

The Staff References Template is provided for Bidders to submit three (3) staffing references required for its proposed Key resources. Please populate the tables below with the requested information for three references per resource. OneWashington will use this information to contact previous clients.

Name:

Reference #1 –

Client Name:			
Reference:			
Email:			
Office:			
Project Description:			
Project Start Date:		Project End Date:	
Role Description:			

6.12 Rate Card

Instructions to Bidders: Populate the table below with the not-to-exceed rate for each staffing level throughout the initial five (5) year Contract. Include any reduction in rate for remote work.

Contract Year	Leadership	Senior	Experienced	Junior
Year 1				
Year 2				
Year 3				
Year 4				
Year 5				

In order to promote uniformity in response and evaluation, the definitions below must be used for each staffing level:

- **Leadership:** Must meet Minimum Qualifications for individual Prime OCM practitioners in Leadership: At least **fifteen (15) years’ experience** in business process transformation, system implementation, public sector, or market specialty (e.g., security) **and** a leadership position with the Bidder’s firm.
- **Senior:** At least **ten (10) years’ experience** in business process transformation, system implementation, public sector, or market specialty (e.g., security).
- **Experienced:** At least **five (5) years’ experience** in business process transformation, system implementation, public sector, or market specialty (e.g., security).
- **Junior:** Qualified resource without an expectation of minimum experience.