STATE OF WASHINGTON

Department of Enterprise Services

REQUEST FOR PROPOSAL, NO. 13-2000-ACCO

PROJECT TITLE: Acquisition of Information Technology Services Management Software and Professional Services

PROPOSAL DUE DATE: April 15, 2013 at 4:00 P.M., local time for Olympia, Washington, USA.

VENDOR ELIGIBILITY: This procurement is open to those Vendors that satisfy the minimum qualifications stated herein.

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sECTION 1: INTRODUCTION

1.1 Purpose

The Washington State Department of Enterprise Services (“Agency”) is initiating this Request for Proposals (“RFP”) to solicit Proposals from vendors to establish optional use Master Contracts for software and implementation, support, maintenance and other necessary services that automate core Information Technology Service Management (“ITSM”) processes and provide a platform for automating other, non-Information Technology business processes. The Proposed Solution must be Information Technology Infrastructure Library (“ITIL”) compliant, provided either as a SaaS or as a hosted solution where a Purchaser licenses the product, but the Vendor hosts the solution. Purchasers do not plan to install the software in their own environment, infrastructure, or servers. The Proposed Solution must support a federated implementation model in which the Proposed Solution may be implemented independently in multiple State agencies while allowing for integration between those agencies. Other requirements are detailed elsewhere in this RFP.

The Master Contracts entered into as a result of this RFP will be available for purchase by all State agencies, boards, commission, and by other State political subdivisions, districts, and institutions og higher education.

Purchasers may acquire all or part of a Proposed Solution through a second-tier competitive selection process, and then purchase from the Vendor who offers the best overall value for their specific requirements. Such a second-tier selection process is not a requirement under this RFP or any resulting Master Contract. Neither the State, the Agency, nor any Purchaser makes any volume commitment in this solicitation or any resulting Master Contract.

***1.2 Acquisition Authority***

The Agency issues this RFP acting under the authority of its enabling legislation Revised Code of Washington (“RCW”) Chapters 43.19 and 39.26, which regulate the manner in which state agencies may acquire general goods and services.

 1.3 Americans with Disabilities Act

 The Agency complies with the Americans with Disabilities Act (ADA). Vendors may contact the RFP Coordinator to receive this RFP in Braille or on tape.

sECTION 2: definitions and estimated schedule

2.1 Definitions

 Definitions for the purposes of this RFP include the following:

**“Apparent Successful Vendor” or “ASV”** is a Vendor whose Proposal provides the best value in meeting the State’s needs, and is selected to offer the Proposed Solution, subject to the successful negotiation and execution of a written Master Contract.

 “Desirable” or “(D)” means the requirement is important but not mandatory, and the Proposal will be evaluated on as pass/fail basis. In order to receive points associated with Desirable requirements, Vendors need to include in their Proposal a statement that it will comply with each Desirable requirement included in either the body of this RFP or in an appendix hereto.

**“Desirable Scored” or “(DS”)** means the requirement is important but not mandatory, and the Proposal will be scored.

**“Mandatory” or “(M)”** means the Vendor or the Proposed Solution must comply with the requirement or provide the information requested, as applicable, and the Proposal will be evaluated on a pass/fail basis. Vendors must include in their Proposal a statement that it will comply with each Mandatory requirement included in either the body of this RFP or in an appendix hereto.

**“Mandatory Scored” or “(MS)”** means the Vendor must provide a specific response to each element of the requirement, and the Proposal will be scored.

**“Master Contract”** shall be comprised of the model contract as revised by the parties and all attachments and amendments thereto, including this RFP, the Vendor Proposal, and all appendices, schedules, and exhibits awarded pursuant to this RFP.

“Proposal” means the written response submitted by Vendor to the Agency in accordance with the requirements of this RFP.

“Proposed Solution” means the combination of software, hardware, other products or equipment, and any and all services (including any installation, implementation, training, maintenance and support services) necessary to implement the solution described by Vendor in its Proposal.

“Purchaser” means State agencies, institutions, school districts and political subdivisions (e.g., counties, cities, public utility districts) as set forth in the Interlocal Cooperation Act, RCW chapter 39.34, and public benefit nonprofit corporations, within the political boundaries of the State.

**“Software as a Service” or “SaaS”** shall mean the software components of a Proposed Solution are delivered via the Internet.

 **“State”** means the state of Washington.

**“Statement of Work”** means a separate description of certain work to be accomplished or services to be provided by Vendor and submitted by Purchasers under the terms and conditions of a Master Contract.

**“Subcontractor”** means anyone not in the employment of Vendor, who is providing and/or performing all or part of the Proposed Solution for the Master Contract under a separate contract with Vendor**.**

“Vendor” means the company submitting a Proposal to this RFP in order to obtain a Master Contract with the State.

2.2 Estimated Schedule of Procurement Activities

|  |  |
| --- | --- |
| Post Request for Proposals | March 22, 2013 |
| Vendor Questions and Complaints Due  | April 1, 2013 |
| Answers to Vendor Questions Posted | April 4, 2013 |
| Vendor Proposals Due | April 15, 2013 before 4:00 pm |
| Announce Vendors Selected to Conduct Product Demonstrations | April 19, 2013 |
| Begin Master Contract Negotiations | April 20, 2013 |
| Vendor Product Demonstrations | April 29 – May 1, 2013 |
| Announce Apparently Successful Vendor | May 15, 2013 |
| Period to Request a Debriefing Conference  | May 16 – 18, 2013 |
| Conduct Debriefing Conferences (if requested) | May 17 – 19, 2013 |
| Master Contract Executed | May 28, 2013 |

 The Agency reserves the unilateral right to revise the above schedule.

sECTION 3: INFORMATION AND ADMINISTRATIVE REQUIREMENTS FOR VENDORS

3.1 Electronic Availability

The contents of this RFP, any addenda and/or amendments, and written answers to questions will be available in the Washington Electronic Business Solution (WEBS): <https://fortress.wa.gov/ga/webs>. All document(s) are in standard Microsoft Office and Adobe Acrobat formats.

3.2 RFP Coordinator

The RFP Coordinator is the Agency’s sole point of contact for this procurement. All communication between Vendor(s) and Agency upon release of this RFP shall be with the RFP Coordinator listed below. Communication directed to any State employee other than the RFP Coordinator may result in disqualification of the Vendor.

|  |  |
| --- | --- |
| Name | James W. Gayton |
| E-Mail Address | Jim.gayton@des.wa.gov |
| Mailing Address | Department of Enterprise ServicesJames W. Gayton, RFP Coordinator1500 Jefferson StreetP.O. Box 41410Olympia, WA 98504-1410 |
| Phone Number | 360-407-8771 |

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

3.3 Proprietary Information/Public Disclosure

Proposals submitted in response to this RFP shall become the property of the Agency. All Proposals received shall remain confidential until a Master Contract, if any, resulting from this RFP is signed by the Agency and an Apparent Successful Vendor; thereafter, the Proposals shall be deemed public records as defined in RCW Chapter 42.56.

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

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

A charge to the requester will be made for copying and shipping, as outlined in RCW 42.56. No fee shall be charged for inspection of contract files, but twenty-four (24) hours’ notice to the RFP Coordinator is required. All requests for information should be directed to the RFP Coordinator.

3.4 Revisions to the Request for Proposal

In the event it becomes necessary to revise any part of this RFP, addenda and/or amendments will be posted on Washington’s Electronic Business Solution Resource Center (WEBS). The Agency reserves the right to cancel or to reissue the RFP in whole or in part, at any time, for any reason, without obligation or liability, prior to execution of a Master Contract.

3.5 Vendor Questions and Complaints

Vendor questions regarding this RFP will be allowed until the date and time specified in Section 2.2. Vendor questions must be submitted in writing (email is acceptable) to the RFP Coordinator. The Agency will provide official written answers via an addendum or amendment to the RFP for Vendor questions received by this deadline. These written answers will be posted on WEBS.

Vendors are expected to raise any questions they have concerning the RFP early in the process. If Vendor believes the RFP restricts competition, the evaluation or scoring process is unfair or flawed, or the requirements are inadequate or insufficient to prepare a Proposal, a Vendor may submit specific complaints to the RFP Coordinator. The complaint should clearly articulate the basis for the complaint and should include a proposed remedy. The complaint must be in writing and sent to the RFP Coordinator before the due date set forth in Section 2.2. The procurement process may continue while the complaint is under review.

The RFP Coordinator will coordinate a review of any complaints within the Agency and reply to the Vendor with its decision. If the complaint is not detailed or specific enough for the Agency to consider the validity of the complaint or formulate a response, the Agency may seek clarification from Vendor. DES will only respond to complaints that have sufficient detail. If a Vendor complaint identifies a change that would be in the best interest of the State, the Agency may modify this RFP through an amendment.

3.6 Costs to Propose

 The Agency will not be liable for any costs incurred by a Vendor in preparation of a Proposal, in conducting a demonstration, or any other activities related to responding to this RFP.

3.7 Proposal Property of the Agency

All materials submitted in response to this RFP become the property of the Agency. Proposals disqualified due to submission after due date and time will not become the property of the Agency and will be returned to the sender. The Agency will not own the underlying intellectual property rights (e.g., trademarks) contained in the Proposals submitted in response to this procurement. The Agency has the right to use any of the ideas presented in any material offered. Selection or rejection of a Proposal does not affect this right.

3.8 (M) Format & Size of Proposal

 Proposals must be written in English and the information provided must be submitted in the same order as presented in this RFP, using the same numbering and headings. The total size of the Proposal may not exceed 200 single-sided 8.5 x 11 inch pages. Vendors are free to allocate their responses to the requirements set forth in this RFP as they so choose. Any Proposal exceeding this page limit will be disqualified and will not be evaluated or scored.

3.9 (M) Letter of Submittal

 Vendor must include a Letter of Submittal,signedand dated by a person authorized to legally bind Vendor to a contractual relationship, that includes the following information:

3.9.1 Vendor Name.

3.9.2 Vendor Address.

3.9.3 Principle place of business.

3.9.4 Telephone numbers (and fax, if any).

3.9.5 Email address of legal entity or individual with whom Contract will be written.

3.9.6 Legal organization of the Vendor (e.g., sole proprietorship, partnership, corporation).

3.9.7 Year the entity was organized to do business as the entity now substantially exists.

3.9.8 Federal Employer Tax Identification number or Social Security number.

3.9.9 Washington Uniform Business Identification (UBI) number issued by the state of Washington Department of Revenue, or a statement that Vendor does not have a UBI number.

3.9.10 Dunn & Bradstreet number.

3.9.11 Identity of any State employees or former State employees employed or on the firm’s governing board as of the date of the Proposal. Include their position and responsibilities within the Vendor’s organization. Following a review of this information, Agency may determine that a conflict of interest exists and Vendor may be disqualified from further consideration for the award of a Contract.

3.10 (M) Appendix A, Certifications and Assurances

 Vendor must include in its Proposal Appendix A, *Certifications and Assurances,* signedand dated by a person authorized to legally bind Vendor to a contractual relationship. No changes shall be made to this Appendix A. If any changes are made to the signed and returned Appendix A from the form provided in this RFP, Vendor’s Proposal may be deemed non-responsive and disqualified.

3.11 (M) Appendix B, Model Contract

The Apparent Successful Vendor should be prepared to accept this RFP for incorporation into a Master Contract resulting from this RFP. Negotiations may incorporate some or all of Vendor’s Proposal. A model Master Contract (“Model Contract”) will be provided only to those Vendors who are selected for demonstrations as outlined in Section 7.6, below.

Any Vendor selected as an ASV will have an opportunity to provide exceptions to the Model Contract. In no event shall a Vendor submit its own standard terms and conditions. All exceptions to the Model Contract must be submitted by the Vendor within seven (7) days of receipt of the Model Contract. The Agency will then review requested exceptions and accept or reject the same at its sole discretion. The Proposal will become a part of the official procurement file on this matter without obligation to the Agency.

 At its sole discretion, Agency may award one or more contracts to provide different Proposed Solutions satisfying the requirements of this RFP. This RFP does not obligate the State, the Agency, or any Purchaser to contract for all or part of any Proposed Solution.

3.12 (M) Submission of Proposal

Proposals must be submitted electronically as an email attachment sent to the RFP Coordinator at the email address listed in Section 3.1. Proposals must be submitted as a Microsoft Word document or as a PDF file. Do not submit marketing materials, product sheets, brochures, customer testimonials or other pre-printed materials. All of the information Vendor believes the Agency should consider must be included in Vendor’s response to the specific, numbered requirement contained in this RFP, and therefore:

* Embedded documents and hyperlinks will not be considered when reviewing the Proposals.
* Additional sales or informational materials submitted by Vendors that are referred to in a Proposal will not be considered.

File attachments for an email should not exceed 29 MB, or the State email system may prevent such emails from being delivered. If the total size of a Proposal exceeds 29 MB, then it may be sent in separate emails. Zipped files cannot be used for submission of Proposals and will not be accepted by the Agency. Proposals may not be transmitted using facsimile transmission.

Vendor Proposal must be received by the RFP Coordinator no later than 4:00 P.M., Pacific Time, on April 15, 2013.

The Agency does not assume responsibility for problems with Vendor’s email. Late Proposals may be disqualified from further consideration, unless the Agency’s email is found to be at fault. Vendors should allow sufficient time to ensure timely receipt of the Proposal by the RFP Coordinator.

3.13 Minority and Women-Owned Business Participation

 In accordance with RCW 39.19, the State encourages participation in all of its contracts by firms certified by the Office of Minority and Women’s Business Enterprises (OMWBE). Vendors who are registered with OWMBE are encouraged to identify the participating firm on Appendix C-1. MWBE participation shall be not be required as a condition for receiving an award, and Proposals will not be rejected or considered non-responsive on that basis. For additional information, Vendors may contact the OMWBE at (360) 753-9693 or <http://www.omwbe.wa.gov>.

***3.14 Veteran/Servicemember Owned Business Participation***

 The State also strongly encourages participation of businesses owned by veterans and U.S. Active Duty, Reserve or National Guard servicemembers. Vendors who are registered with the State Department of Veterans Affairs are encouraged to identify the participating firm on Appendix C-2. No minimum level of Veteran/Servicemember owned business participation is required as a condition of receiving an award, and no preference will be included in the evaluation of Proposals in accordance with RCW 43.60A. For questions regarding the above, contact the Washington State Department of Veterans Affairs at (800) 562-0132.

SECTION 4: VENDOR QUALIFCATIONS

4.1 (M) Licensed to do business in the State of Washington

Vendor must be licensed to do business in the State, or provide a commitment that it will become licensed in the State within thirty (30) calendar days of being selected as an ASV.

4.2 (M) Vendor Account Manager

 Vendor shall appoint a Vendor Account Manager who will provide oversight of Vendor activities under the Master Contract and be the principal point of contact concerning Vendor’s performance under this Master Contract or any Statement of Work. Vendor must provide contact information for its Account Manager, including name, phone number, and email address, in its Proposal.

4.3 (MS) Vendor Experience

 Describe experience Vendor and its subcontractors have had in providing the Proposed Solution for enterprise Information Technology organizations having more than 300 employees who support over 3,000 end users. If Vendor has no such experience, then please indicate so in response to this requirement.

4.4 (MS) References

List the names, addresses, telephone numbers, and email addresses of three (3) business references to whom Vendor has provided the Proposed Solution. Include a brief description of the products and services provided to each reference. Do not include current Agency staff as references. By submitting a Proposal in response to this RFP, Vendor grants permission to the Agency to contact these references and others who the Agency believes may have information pertinent to this RFP. At its sole discretion, the Agency may or may not contact references at any time prior to the announcement of an ASV.

4.5 (M) Contracting with Current or Former State Employees

Specific restrictions apply to contracting with current or former state employees as set forth in RCW chapter 42.52. Vendors should familiarize themselves with these requirements prior to submitting a Proposal that includes current or former state employees. If the Vendor, or any subcontractor, employs an individual that has been during the past twenty-four (24) months, or is currently, a State employee, identify the individual by name, the State agency previously or currently employed by, job title or position held, and separation date, if applicable.

4.6 (M) Prior Contract Performance

If Vendor has had a contract terminated for default in the last five (5) years, Vendor must describe such termination. Termination for default is defined as notice to stop performance due to the Vendor’s non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Vendor, or (b) litigated and such litigation determined that the Vendor was in default.

Vendor shall submit full details of the terms for default including both the Vendor’s position on the matter and the other party's name, address, and phone number. The Agency will evaluate the facts and may, at its sole discretion, reject the Vendor’s Proposal on the grounds of the past experience. If no such termination for default has been experienced by the Vendor in the past five years, Vendor must so indicate.

4.7 (DS) ISO/IEC 20000 Certification

If Vendor has achieved ISO/IEC 20000 certification, please include documentation in the Proposal indicating that it has done so.

Section 5: TECHNICAL REQUIREMENTS

Additional technical requirements in this RFP are specified in Appendix E, *Technical Requirements.* In its Proposal, Vendor must respond separately to the requirements included in this Section 5 and in Appendix E. In each case, Vendor must include a response to each of the requirements, and Vendor must use the same requirement numbering as that set forth in this Section 5 or in Appendix E.

5.1 (MS) Installation

If Vendor’s Proposed Solution requires any installation services at a Purchaser site, then Vendor will describe the installation services necessary to make the Proposed Solution operate as described in Vendor’s Proposal, including any standard written documentation Vendor has prepared for such services. If no such services are required, please include a statement to that effect, and a brief explanation as to why no such services are required.

5.2 (MS) Implementation Services

Provide a description of any and all implementation services that are required in order to use the Proposed Solution in the manner described in the Proposal. Vendor’s response to this requirement should be a high-level “roadmap” describing the implementation of the Proposed Solution from the initial purchase to planning to implementing a specific configuration. Vendor must include the type (e.g., function, experience level) and number of Vendor staff, and make its best to estimate the time required for such services. Describe personnel and level of effort required of State staff to support this effort.

5.3 (MS) Training

Vendor shall describe the recommended initial training that must be completed for (a) system administrators and (b) end users of the Proposed Solution. Include a brief description of all applicable additional training options available.

5.4 (M) ***Product Availability***

Products proposed shall be generally available and delivered for use as of the effective date of the Master Contract.

5.5 (MS) ***Warranty***

Vendor shall describe its warranties for functionality, availability, third party software, and any other warranties it makes available to its customers. Vendor shall describe its extended warranty offering, if one is available.

5.6 (MS) ***Maintenance and Support***

5.6.1 Vendor shall describe each of its levels of maintenance and support services. For each level offered by Vendor, include, at a minimum, a description of the services offered, hours of availability, and how to access those services (e.g., toll-free number, email).

5.6.2 Vendor shall describe its problem escalation procedures.

5.6.3 Vendor shall describe the time between the notification of a problem and Vendor’s initial response, and any differences in response time based on problem severity, escalation stage, service level, or other factor, if any.

5.6.4 Vendor must provide or describe any service level agreements relating to these services. Vendor’s response to this requirement should include, at a minimum, the service being measured (e.g., response time), the measurement period (e.g., weekly, monthly), the associated service level (e.g., 4 hours), and the consequences of any failure to meet such service level (e.g., performance credits).

5.6.5 Vendor must clearly define “upgrade,” “patch,” and “new version release” or any similar term (“Modifications”) and must identify who, when, and how such Modifications are put into production and when provided at no additional cost.

5.7 (M) Disaster Recovery

Vendor shall assist each Purchaser in articulating its disaster recovery procedure for the Proposed Solution. Such procedures shall include, but will not be limited to, a comprehensive list of actions to be taken by Vendor and by the Purchaser in response to a disaster. Such procedures shall identify critical resources and facilities required to maintain continuity of operations and must reflect industry best practices.

SECTION 6: FINANCIAL REQUIREMENTS

## 6.1 Overview

6.1.1. Although the Agency is not required to select a Vendor with the lowest overall prices, the Agency seeks to provide for the acquisition of Proposed Solutions that best meet the State’s needs at a low cost and best value.

6.1.2. Master Contract prices must include all cost components needed for the provisioning of the Proposed Solution as described in the Proposal. Any part of a Proposed Solution offered that does not have a corresponding separate price will have no separate additional cost to a Purchaser. If Vendors fail to include any cost component necessary to implement and use the Proposed Solution as described in the Proposal, then Vendor will provide such component to Purchasers at no additional cost.

6.1.3. The proposed pricing levels should reflect the extensive statewide market provided by a statewide Master Contract. The prices on the Master Contract will be considered maximum or “ceiling” prices. Purchasers have the right to, and are encouraged to, obtain quotations for lower pricing based on the specific products, software, or services being acquired.

6.1.4. Failure to identify all costs in a manner consistent with the instructions in this RFP is grounds for disqualification.

6.1.5. Vendor must collect and report all applicable state taxes. Vendor must not include taxes in its Proposal.

6.1.6. The Agency reserves the right to request that Vendors provide additional and/or substantiating information and documentation regarding its pricing, and use the information it has learned during this procurement process to refine its needs and request additional price proposal information.

## 6.2 (M) Price List

Using only the form attached as Appendix F, *Price Sheet for Financial Requirements*, Vendor must provide a Price List as an attachment to its Proposal. Such list shall include the prices for all products, software, and services (including installation, implementation, training, and maintenance and support services, if any) necessary to provide the Proposed Solution described in Vendor’s Proposal, including any Desirable requirements Vendor asserts it can meet.

It is the Agency’s intent that the Price List become an exhibit or attachment to the Master Contract, and used by Purchasers in acquiring all or part of the Proposed Solution under the Master Contract. Vendors should complete the Price List accordingly.

Vendor need not fill out each column listed in Appendix F. Vendors should offer discounts or tiered pricing based on the number of users or devices or some other metric, and pricing for all such tiered products or services and the applicable tiers should be listed in Vendor’s Proposal.

Vendor’s Price List may include any additional products, software, or services appropriate to the scope of this RFP, and any extended warranty offers. All terms on the Price List must be compatible with the terms of this RFP and subsequent Master Contract. All prices must be submitted in United States dollars.

## 6.3 (MS) Core Price List Total Cost of Ownership

Using the prices set forth by Vendor in response to Section 6.2, above, list the total cost of ownership (“TCO”) that a Purchaser would have to pay to implement the Proposed Solution. The Agency recognizes that certain functionality meeting Desirable or Desirable Scored elements may be offered by Vendor separate from, and at additional expense, to the core Proposed Solution. Therefore, for the purposes of this Section 6.3, Vendors must provide the TCO of the Proposed Solution meeting all of the Mandatory and Mandatory Scored requirements of this RFP for an IT organization having more than 300 employees who support over 3,000 end users over a five (5) year period.

Vendor must include as separate line items all costs, fees, and charges for any implementation and training services Vendor describes in its Proposal. If Vendor offers multiple levels of support and maintenance services, then Vendor will use the service level with the highest fees for purposes of generating this TCO. If all or parts of these charges are being provided on an enterprise-basis (i.e., a single price regardless of the number of users), please indicate that in Vendor’s response to this Section 6.3. If all elements of the Proposed Solution necessary to meet the Desirable requirements are already included, please also indicate this in Vendor’s response to this Section 6.3. A list of these charges must be included as an attachment to the Proposal.

All the pricing terms, limitations and constraints set forth above apply to the 5-year TCO pricing with the exception that the TCO proposals should assume a 3% increase in fees in year 4 and year 5. Proposals that do not reflect the application of any escalation will be deemed to be the submitted price and will not be subject to further adjustment.

## 6.4 (M) Presentation of All Cost Components

All elements of recurring and non-recurring costs must be identified for the Proposed Solution described and included in the Vendor Proposal. It must include, but is not limited to, all per user or device licenses or subscription fees, administrative fees, support services, manuals, documentation, shipping charges, labor, travel, training, consultation services, or supplies needed for the installation for a five (5) year period. If available, describe and provide the price for any services that are provided on an hourly basis, include a brief description of what those services would be and provide a blended hourly rate for Vendor staff to perform such services.

## 6.5 (M) Shipping and Handling Charges

All items are to be quoted FOB destination, 1500 Jefferson Street, Olympia, WA 98504-1408. All anticipated shipping costs must be included in the line item price quote of each item. No separate or additional charges for shipping or handling will be allowed.

## 6.6 (M) Pricing Protection

For the entire initial anticipated 3-year term of the Master Contract, the Vendor must guarantee to provide the Proposed Solution at the prices, rates, and charges included in its Proposal. At the time of any renewal or extension of the term of the Master Contract, pricing increases shall not exceed three percent (3%) of the immediately preceding year’s price, rate, or charge. Prices set forth in response to Section 6.3 must be set accordingly.

## 6.7 (M) Price Decrease Guarantee

The ASV, at its discretion, may elect to provide the Proposed Solution specified in its Proposal at a lower price than originally quoted at any time during the term of the Master Contract. If the manufacturer’s suggested retail price decreases at any time during the term of the Master Contract, Vendor must pass on the decrease for all subsequent purchases. The decrease must be proportionate to the percentage decrease of the manufacturer’s suggested retail price.

SECTION 7: EVALUATION AND SCORING

7.1 Responsiveness

The Agency reserves the right to determine, at its sole discretion, whether Vendor’s response to a Requirement is sufficient. The Agency reserves the right, at its sole discretion, to waive administrative irregularities. The Agency reserves the right to contact a Vendor for clarification of its Proposal, and any such clarification by Vendor must be submitted in writing and, once submitted, will become part of Vendor’s Proposal. If all responding Vendors fail to meet any single Requirement, the Agency reserves the right to either (1) cancel the procurement or (2) revise or delete the Requirement. Failure to comply with any part of the RFP Requirements may result in rejection of the Proposal as non-responsive.

7.2 Mandatory Administrative Requirements

Proposals must satisfy the Mandatory Administrative Requirements specified in Section 3, *Information and Administrative Requirements for Vendors*. Proposals will be evaluated by the RFP Coordinator on a pass/fail basis. Only Proposals passing all Mandatory Administrative Requirements will be further evaluated.

7.3 ***Mandatory Requirements***

Proposals must satisfy all Mandatory requirements specified in Section 4, *Vendor Requirements*, Section 5, *Technical Requirements*, and Section 6, *Financial Requirements*.  Responses to Mandatory requirements will be evaluated on a pass/fail basis. Only Proposals satisfying all Mandatory requirements will be further evaluated.

***7.4 Mandatory Scored and Desirable Requirements***

Vendors satisfying all Mandatory requirements will be further evaluated for their responses to all other requirements specified in Section 4, *Vendor Requirements*, and Section 5, *Technical Requirements*, including Appendix E. Each response to Mandatory Scored and Desirable Scored requirements will be scored on scale from zero (0) to five (5) points. A response to a Mandatory Scored requirement receiving zero (0) points from all evaluators may disqualify that Vendor from further consideration.

Vendors satisfying all Mandatory Scored requirements for Sections 4 and 5 will be further evaluated for their responses to Mandatory Scored requirements in Section 6, *Financial Requirements*. The Total Available Points awarded for Section 6 will be calculated as set forth in Section 7.8, *Scoring Methodology*, below.

7.6 (MS) Vendor Demonstrations

Certain Vendors satisfying all Mandatory requirements may, at the Agency’s sole discretion, be invited to present a Proposed Solution demonstration. The number of Vendors selected for demonstrations will be determined by the Agency at its sole discretion. Demonstrations will be Mandatory for all Vendors selected to participate, and the content and information provided by participating Vendors will be scored.

Demonstration requirements and other information will be provided to the selected Vendors prior to the scheduled date of the demonstrations, and may include the schedule, format, scripts, content, and data, if any, to be used in the demonstration. Such materials will be provided for a Vendor’s use solely in connection with its Proposed Solution demonstration under the RFP.

7.7 (M) Contract Negotiations

Vendors selected to participate in Proposed Solution demonstrations will also participate in Master Contract negotiations. The Agency will evaluate Vendors based on the likelihood of reaching Master Contract terms that are fair and reasonable.

The Agency reserves the right to negotiate price and to require changes to any components of the Vendor’s Proposal. The Agency reserves the right to require finalists to prepare written responses to additional questions that may arise from the review and evaluation of the Vendor’s Proposal as part of this process. Vendor will be responsible for its own costs and expenses in negotiating the Master Contract.

7.8 Scoring Methodology

Each scored element in the Proposal will be given a score by each evaluation team member. Then, the scores will be totaled for each evaluator, and an average score for each Vendor for each of Section 4, *Vendor Requirements,* Section 5, *Technical Requirements*, and Section 6, *Financial Requirements* will be calculated as set forth below. These average scores will then be used in calculating Vendor’s points for each of Section 4, *Vendor Requirements,* Section 5, *Technical Requirements*, and Section 6, *Financial Requirements* as set forth below:

|  |  |
| --- | --- |
| Sum of Evaluators’ §4/§5 Scores | = Vendor Average §4/§5 Score |
| Number of Evaluators |

|  |  |  |
| --- | --- | --- |
| Vendor Average §4/§5 Score | X Total §4/§5Available Points | = Vendor §4/§5 Points |
| Highest Vendor Average §4/§5 Score |

|  |  |  |
| --- | --- | --- |
| Lowest Total Core Price List Charges | X 100 points | = Vendor §6 Points |
| Vendor Total Core Price List Charges |

|  |  |  |  |
| --- | --- | --- | --- |
| Vendor §4 Points | + Vendor §5 Points | + Vendor §6 Points | = Total Proposal Points |

Scores for demonstrations will be awarded on a straight 0 to 100 point scale. There will be no averaging or weighting of points awarded for demonstrations. Any points awarded for a Vendor demonstration will then be added to the Vendor’s Total Proposal Points to determine the Vendor’s Total RFP Points. If a Vendor is not selected for a demonstration, then zero points will be added to such Vendor’s Total Proposal Points to determine the Total RFP Points.

The number of points available for each section is as follows:

|  |  |
| --- | --- |
| RFP SECTION | **TOTAL AVAILABLE POINTS** |
| Section 4, Vendor RequirementsSection 5, Technical RequirementsSection 6, Financial Requirements*Section 7.6,* Vendor Demonstrations | *300 points**600 points**100 points**100 points* |
| Total Possible RFP Points | *1100 points* |

Vendors will be ranked using the Total RFP Points for its Proposal, with the highest score ranked first and the next highest score ranked second, and so forth.

Any Master Contract(s) resulting from this RFP will be awarded to the responsive and responsible Vendor(s) whose Proposal, in the sole opinion of the Agency, offers the greatest benefit to the State when considering the total value, including, but not limited to, the quality of service, breadth and depth of offering, and total cost, including the projected costs for the Proposed Solution implementation and on-going support. The Agency reserves the right to award Master Contracts to Vendors whose Proposal is deemed to be in the best interest of the State. Hence, the Agency may choose to not award a Master Contract to the highest scoring or lowest-cost proposal.

# APPENDIX A

CERTIFICATIONS AND ASSURANCES

CERTIFICATIONS AND ASSURANCES

I make the following certifications and assurances as a required element of the Proposal 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 declare that all answers and statements made in the Proposal are true and correct.
2. 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 may freely join with other persons or organizations for the purpose of presenting a single Proposal.
3. The attached Proposal is a firm offer for a period of sixty (60) days following receipt, and it may be accepted by the Agency without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the sixty (60) day period.
4. In preparing this Proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this Proposal 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 attached to this document.
5. I understand that the Agency will not reimburse me/us for any costs incurred in the preparation of this Proposal. All Proposals become the property of the Agency, and I claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this Proposal.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Vendor and will not knowingly be disclosed by him/her prior to opening, directly or indirectly, to any other Vendor or to any competitor.
7. I agree that submission of the attached Proposal constitutes acceptance of the solicitation contents. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
8. No attempt has been made or will be made by the Vendor to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.
9. I/We grant the Agency the right to contact references and other, who may have pertinent information regarding the ability of the Vendor and the lead staff person to perform the services contemplated by this RFP.
10. If any staff member(s) who will perform work on this Contract has retired from the state of Washington under the provisions of the 2008 Early Retirement Factors legislation, his/her name(s) is noted on a page separately attached.

On behalf of the Vendor submitting this Proposal, my name below attests to the accuracy of the above statement. I are submitting a scanned signature of this form with our Proposal.

|  |
| --- |
|  |
| Signature of Vendor |
|  |
| Title | Date |

# APPENDIX B

MODEL CONTRACT

[To be provided only to Vendors invited to conduct a demonstration.]

# APPENDIX C-1

MINORITY AND WOMEN'S BUSINESS ENTERPRISES

PARTICIPATION FORM

MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

PARTICIPATION FORM

MWBE participation is defined as: Certified MBEs and WBEs bidding as prime contractor, or prime contractor firms subcontracting with certified MWBEs. For questions regarding the above, contact Office of MWBE, (360) 753-9693.

In accordance with WAC 326-30-046, the State goals for acquisitions have been established as follows: 12% MBE or WBE.

|  |  |  |
| --- | --- | --- |
| MBE FIRM NAME | \*MBE CERTIFICATION NO. | PARTICIPATION % |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
| WBE FIRM NAME | \*WBE CERTIFICATION NO. | PARTICIPATION % |
|  |  |  |
|  |  |  |

\*Certification number issued by the Washington State Office of Minority and Women's Business Enterprises.

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

Name of Vendor Representative completing this Certification

# APPENDIX C-2

VETERAN/SERVICEMEMBER OWNED BUSINESS ENTERPRISES

PARTICIPATION FORM

VETERAN/SERVICEMEMBER OWNED BUSINESS ENTERPRISES

PARTICIPATION FORM

Veteran/Servicemember owned business participation is defined as: Registered veteran or servicemember owned businesses bidding as prime contractor, or prime contractor firms subcontracting with such registered businesses. For questions regarding the above, contact the Washington State Department of Veterans Affairs (DVA) at (800) 562-0132.

|  |  |  |
| --- | --- | --- |
| VETERAN-OWNED FIRM NAME | \*CERTIFICATION NO. | PARTICIPATION % |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

\*Certification number issued by the Washington State Department of Veterans Affairs as part of its Veteran/Servicemember owned business registry.

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

Name of Vendor Representative completing this Certification

# APPENDIX D

 VENDOR DEPRIEFING AND

PROTEST PROCEDURES

VENDOR DEBRIEFING

Only Vendors who submit a Proposal and been notified that they were not selected for Master Contract award may request a debriefing. The request for a debriefing conference must be received by the RFP Coordinator within three (3) business days after the unsuccessful Vendor notification is emailed to the Vendor. Debriefing requests must be received by the RFP Coordinator no later than 5:00 PM, local time, in Olympia, Washington.

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

* Evaluation and scoring of the Vendor’s Proposal;
* Critique of the Proposal based on the evaluation;
* Review of Vendor’s final score in comparison with other final scores without identifying the other firms.

Comparisons between Proposals or evaluations of the other Proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one (1) hour.

PROTEST PROCEDURE

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

Protests may be made on only the following grounds:

* A matter of bias, discrimination or conflict of interest on the part of an evaluator;
* errors in computing the score; or
* non-compliance with procedures described in the procurement document or Agency protest process or requirements

Vendors making a protest shall include in their written protest to the RFP Coordinator all facts and arguments upon which the Vendor relies. Vendor shall, at a minimum, provide:

* Information about the protesting Vendor (name of firm, mailing address, telephone number and name of individual responsible for submission of the protest);
* Information about the procurement method (RFP), and name of the issuing Agency (Department of Enterprise Services);
* Specific and complete statement of the Agency action(s) being protested;
* Specific reference to the grounds for the protest; and
* Description of the relief or corrective action requested.

Upon receipt of a Vendor’s protest, the Agency will postpone signing a contract with the ASV until all Vendor protests have been resolved.

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

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

# APPENDIX E

TECHNICAL REQUIREMENTS

# APPENDIX F

PRICE SHEET FOR FINANCIAL REQUIREMENTS

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Item | Description | Qty | Unit | Unit Price | Total Price |
|  | *[Provide a brief description of the software, license, product or service being offered, including any Vendor part number or SKU, for each item being offered by Vendor as part of the Proposed Solution]* |  |  | $ | $ |
|  |  |  |  | $ | $ |
|  |  |  |  | $ | $ |
|  |  |  |  | $ | $ |
|  |  |  |  | $ | $ |
|  |  |  |  | $ | $ |
| TOTAL | $ |