



STATE OF WASHINGTON
Department of Ecology

REQUEST FOR PROPOSALS (RFP)
RFP 1336-ADM

Grant and Loan Management Software

PROPOSAL DUE DATE/TIME: March 20, 2013, at 5:00 pm, Lacey, WA time.

RFP Procurement Coordinator: Jim Roth

Phone: 360-407-7036

Email: jim.roth@ecy.wa.gov

Instructions to Bidders

- Any questions concerning this solicitation are to be directed to the above RFP Procurement Coordinator.
- Proposal must be received on or before the Proposal Due Date and Time by Ecology to be considered responsive.
- Proposal must contain an original signature of a duly authorized officer or agent of the Bidder's company empowered with the right to bind the Bidder.

How to respond on this bidding opportunity

- Bidder is responsible for actual delivery of their bid to the address shown below before the Proposal Due Date and Time.
- No Electronic and Faxed bid submissions will be accepted.
- Please note the RFP Procurement Coordinator, Solicitation Number and Solicitation Title on any packaging.
- For hand delivered responses, please coordinate with the RFP Procurement Coordinator for receiving.

Proposals must be received on or before the Due Date & Time at this location:

- Physical delivery address: 300 Desmond Drive SE, Lacey, WA 98503
- Mailing delivery address: PO Box 47600, Olympia, WA 98504-7600
- Ecology Headquarters Driving Directions: http://www.ecy.wa.gov/directory_hq.html.

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1. INTRODUCTION

1.1 Background

The Department of Ecology has as its mission to protect, preserve and enhance Washington's environment and to promote wise use of our air, land and water resources to the benefit of current and future generations. One of the ways that this is accomplished is through grant and loan programs to individuals, communities, cities, tribes and local governments to pay for environmental projects across the state. These grant and loan programs are located within many of the operating programs within the Department. Currently, Ecology administers approximately 22 different grant/loan programs.

Each year, Ecology processes an average of about 450 grant/loan agreements and 1,000 grant/loan applications from external customers (other agencies, municipalities, businesses, individuals, and tribes). In fiscal year 2011, these comprised financial obligations around \$220,000,000.

Currently, Ecology does not have a comprehensive system to manage these grants and loans. Ecology's existing internal financial systems are primarily designed to manage the payable portion of the grant and loan process. These systems fall short of addressing the full range of needs of grant and loan programs from advertisement to closure. This has resulted in a proliferation of "shadow systems" in order to supplement the available functionality. These shadow systems require multiple data entry, are inconsistent across the agency and make agency-wide reporting impossible.

In the absence of a comprehensive grant and loan management system, the funding process uses hand tallying efforts in concert with a series of spreadsheets. There are no mechanisms to apply for a grant using an online application, and no system for ranking of grant/loan proposals. Once the grant has been awarded, there is no management of the fund allocation or a consistent way to manage and monitor funding agreements and their associated electronic and paper documents.

1.2 Objective

Ecology is motivated to identify and implement a commercially available and scalable solution for managing grants and loans that can be implemented with minimal customization.

Proposals developed in response to this solicitation will provide all of the products and services required to successfully implement the Bidder's proposed solution, including the software and the following: project management and planning, configuration, customization, interfacing, testing, training, implementation, support and maintenance services.

1.3 Period of Performance

The period of performance of any Contract resulting from this RFP is tentatively scheduled to begin as listed in the Preliminary Project Schedule in section 3.8 – *Project Plan* and end February 2014, unless terminated sooner, or extended for additional periods via a Contract amendment, at Ecology’s sole discretion. The total contract term may not exceed eighteen (18) months.

The actual Project Schedule and period of performance will vary depending on the Apparently Successful Bidder’s response and Contract negotiations.

1.4 Funding

The budget for this procurement is \$525,000 inclusive of the initial software license fees, warranties, implementation, testing, and training services resulting from this RFP and any additional products or services Ecology may elect to obtain within the scope of this procurement.

Within this budget, \$345,000 must be spent by June 30, 2013. Bidders should outline in their Proposal which functionality they can deliver by June 30, 2013 at what price and which functionality they can deliver thereafter at what price.

If additional funds are required due to an approved change order it will be contingent upon the availability of funding.

1.5 Acquisition Authority

Ecology issues this RFP acting under the delegated authority of the Office of the Chief Information Officer (OCIO) and Department of Enterprise Services. In accordance to Revised Code of Washington [RCW 39.26](#), which establishes Department of Enterprise Services and regulates the manner in which state agencies may acquire goods and purchased services.

Chapter [43.105](#) of the Revised Code of Washington (RCW) as amended establishes the Office of the Chief Information Officer. While the OCIO does not purchase for agencies, it regulates the manner in which state agencies may acquire information technology equipment, software, and services.

1.6 Authority to Bind

The Director of the Department of Ecology or the Director’s designee is the only individual who may legally commit Ecology to the expenditures of funds for a Contract resulting from this RFP. No cost chargeable to the proposed Contract may be incurred before receipt of either a fully executed Contract or specific written authorization from the Director.

1.7 Contract Formation

A Proposal submitted in response to the Solicitation is an offer to contract with the Purchasing Activity. A Proposal becomes a contract only when legally awarded and accepted in writing by the Purchasing Activity.

1.8 Incorporation of Documents into Contract

This Solicitation document, any subsequent Amendments and the Bidder's Response will be incorporated into the resulting Contract.

1.9 Definitions

Below are some definitions for this solicitation only, for a complete list of definitions see the Sample Contract, Appendix B.

“**License**” shall mean the right to use the Software.

“**On-Site Hosted**” shall mean the software will be hosted on Ecology's servers.

“**Products**” shall mean Software or Services as defined in this section.

“**Remote Hosted**” shall mean the software will be hosted at a secure hosting facility.

“**Services**” shall mean those Services provided by the Vendor relating to the solicitation, deployment, development and/or implementation activities that are appropriate to the scope of this solicitation.

“**Software**” shall mean the object code version of computer programs Licensed pursuant to the Contract. Software also means the source code version, where provided by Vendor. Embedded code, firmware, internal code, microcode, and any other term referring to software residing in the Equipment that is necessary for the proper operation of the Equipment is not included in this definition of Software. Software includes all prior, current, and future versions of the Software and all maintenance updates and error corrections.

“**Statement of Work**” (SOW) shall mean a written agreement between Contractor and Ecology for Contractor's Services to be accomplished under the terms and conditions of the resulting Contract.

2. ADMINISTRATIVE REQUIREMENTS

2.1 Estimated Procurement Schedule

The dates and ranges listed below represent the projected procurement schedule. The Purchasing Activity reserves the right to change the schedule. Notification of amendments to the procurement schedule prior to Proposal Due Date and Time will be sent electronically to all properly registered users of the Department of Enterprise Services' (DES) Washington Electronic Business Solution (WEBS) who have downloaded this solicitation from WEBS.

All times are local time in Lacey, WA.

DATES & TIME	EVENT
February 25, 2013	RFP Issued through WEBS
March 8, 2013	Final Vendor Questions and Comments Due
March 13, 2013	State's Final Written Answers Issued. Amendments issued if applicable (Vendors should begin checking WEBS' website for any amendments)
March 20, 2013	Proposal Responses Due 5:00 pm Local time in Lacey, WA
March 21, 2013	Evaluation begins
March 29, 2013	Announcement of Finalists.

April 1-3, 2013	Schedule Product Demonstrations/Oral Interviews
April 4-9, 2013	Product Demonstrations/Oral Interviews
April 10-12, 2013	Reference Checks
April 15, 2013	Apparently Successful Bidder (ASB) Announcement
April 16-19, 2013	Hold debriefing conferences (if requested)
April 16-30, 2013	Negotiate contract
April 30, 2013	Earliest Contract Effective Date

2.2 (M) RFP Procurement Coordinator (Proper Communication)

The RFP Procurement Coordinator is the sole point of contact in Ecology for this RFP. Communications directed to parties other than the RFP Procurement Coordinator may result in disqualification of the Bidder. All oral communications will be considered unofficial and non-binding on the Purchasing Activity. Bidders should rely only on written statements issued by the RFP Procurement Coordinator. The RFP Procurement Coordinator can be reached as follows:

RFP Procurement Coordinator:

Jim Roth

Physical Address:

Department of Ecology
Fiscal Department
300 Desmond Drive SE
Lacey, WA 98503

Mailing Address:

Department of Ecology
P.O. Box 47615
Olympia, WA 98504-7615

Telephone: (360) 407-7036

Fax: (360) 407-7153

E-mail: jim.roth@ecy.wa.gov

2.3 (M) WEBS Registration

Ecology will use [Washington's Electronic Business Solution \(WEBS\)](#) exclusively for the issuance of this RFP and all RFP updates (i.e., addenda, amendments, answers to submitted questions, etc.). Vendors are responsible for checking WEBS for any changes to the RFP.

Bidders are solely responsible for:

1. Properly registering with the Department of Enterprise Services' WEBS at <http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/default.aspx>
2. Maintaining an accurate Vendor profile in WEBS.
3. Downloading the solicitation consisting of the RFP with all attachments and exhibits related to the solicitation for which you are interested in bidding; downloading all current and subsequent amendments to the solicitation.

To ensure receipt of all solicitation documents, the RFP for this solicitation must be downloaded from WEBS. Notification of amendments to the solicitation will only be provided to those Vendors who have registered with WEBS and have downloaded the RFP from WEBS. Failure to do so may result in a potential Bidder having incomplete, inaccurate, or otherwise inadequate information, or a Bidder submitting an incomplete, inaccurate, or otherwise inadequate Bid or Proposal. Bidders and potential bidders accept full responsibility and liability for failing to receive any amendments resulting from their failure to register with WEBS and download the RFP from WEBS, and hold the State of Washington harmless from all claims of injury or loss resulting from such failure. Contact the WEBS Customer Service for any questions regarding the WEBS registration process at (360) 902-7400.

2.4 Bidder Questions and Answers

Bidders will be responsible for communicating to the RFP Procurement Coordinator any issues, exceptions, additions or omissions concerning the solicitation on or before the Proposal due date and time. Specific questions concerning the RFP must be submitted to the RFP Procurement Coordinator via e-mail by the date and time set forth in the RFP Estimated Schedule. Early submission of questions is encouraged. The answer to any question given orally or via email is to be considered as tentative, unofficial, and non-binding on Ecology. If any changes result, written amendments will be made by the RFP Procurement Coordinator and provided to Vendors by posting them on WEBS. This will assure accurate and consistent responses to all Vendors.

2.5 RFP Amendments

Prior to submittal due date and time, the Purchasing Activity reserves the right to change portions of this solicitation. Any changes or corrections will be by one or more written amendment(s), dated, attached to or incorporated in and made a part of this solicitation document. All changes must be authorized and issued in writing by the RFP Procurement Coordinator. If there is any conflict between amendments, or between an amendment and the RFP, whichever document was issued last in time shall be controlling. Only Bidders who have properly registered and downloaded the original solicitation directly via WEBS system will receive notification of amendments and other correspondence pertinent to the procurement. Ecology shall use WEBS for all updates (i.e., addenda, amendments, answers to questions, etc.). Vendors are responsible for checking WEBS for any changes to the RFP.

2.6 (M) Submission of Proposal

Due date and time: All documents and correspondence must be received by the RFP Procurement Coordinator no later than the date and time specified in the RFP Estimated Schedule at the specific location identified on cover page of this solicitation.

Bidder must allow enough delivery time to ensure timely receipt of its Proposal by the RFP Procurement Coordinator. Bidders assume full responsibility for timely, correct and complete receipt of all submissions to the RFP Procurement Coordinator. Late submissions of Proposals or other required documentation will not be accepted and will be automatically disqualified from further consideration. It is the Bidder's responsibility to contact the RFP Procurement Coordinator to verify that the items sent are received in complete and usable form.

Time of receipt will be determined by the official time stamp located at the Purchasing Activity. If a Proposal is late or received at a location other than that specified, it shall be rejected and returned unopened. In the event the official time clock is unavailable, the bid clerk may establish the official time and take reasonable steps to ensure the integrity of the Bid receipt is preserved.

Hardcopy of Submittal: Bidder must submit an original, signed (in ink), sealed Proposal that must be received as set forth in section RFP Estimated Procurement Schedule at the specified location identified on the cover page of this solicitation.

Electronic Copy of Submittal: Bidder must submit an electronic copy of the Proposal Submittals. An electronic copy is to be submitted in addition to the required hard copy at the location and date and time identified herein. Bidder is not to send electronic copy via email.

Format: In the event that the hard copy and an electronic copy do not agree, the electronic copy will prevail. Hard copy Proposals must be legible and completed in ink or with electronic printer or other similar office equipment, and properly signed by an authorized representative of the Bidder. All changes and/or erasures shall be initialed in ink. Electronic copy must be submitted in the format described in the solicitation. Unsigned Proposals will be rejected on opening unless

satisfactory evidence was submitted clearly establishing the Bidder's desire and intent to be bound by the Proposal, such as a signed cover letter. Incomplete or illegible Bids and Proposals may be rejected.

Note: In a joint effort to save costs, reduce waste and produce energy savings, bidders are encouraged to use double-sided printing and recyclable materials. Bidders are highly encouraged to refrain from submitting Bids in 3-ring binders, spiral bindings, and/or other non-recyclable presentation folders.

Identification and Delivery: To facilitate proper delivery and processing, Responses must be delivered in sealed envelopes, boxes or other method of containment. Sealed Bids should be clearly identified on the outside of the package with the following information to the Purchasing Activity at the address below:

Bidder's Address	Attn: Jim Roth
Solicitation Number	Fiscal Office, Contracts and Purchasing
Bid Due date and time	State of Washington
Name of Procurement Coordinator	Department of Ecology

See Cover Page of this Solicitation for Mailing and Delivery Instructions

2.7 (M) Proposal Presentation and Format

Bidder's Proposal should be presented in the following order for ease of evaluation:

- Cover Letter
- Administrative Requirements Response –Section 2
- Vendor Requirements Response – Section 3
- Non-Functional Requirements Response – Section 4.2
- Attachment E – *Functional Requirements Response*
- Attachment F – *Price Model Response*
- Attachment A – *Signed Certifications and Assurances*
- Proposed Contract Revisions
- Attachment C (*if applicable*) – *MWBE Participation Form*
- Attachment G – *Response Checklist*
- Other documentation e.g., manuals, brochures, or other materials, if desired.

2.8 Cost of Response Preparation

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

2.9 Response Property of Ecology

All materials submitted in response to this solicitation become the property of Ecology, unless received after the deadline in which case the Response will be returned to the sender. Ecology has the right to use any of the ideas presented in any material offered. Selection or rejection of a Response does not affect this right.

2.10 Proprietary or Confidential Information

To the extent consistent with [Chapter 42.56 RCW](#), the Public Disclosure Act, the Purchasing Activity shall maintain the confidentiality of Contractor's information marked confidential or proprietary. If a request is made to view Contractor's proprietary information, the Purchasing Activity will notify Contractor of the request and of the date that the records will be released to the requester unless Contractor obtains a court order enjoining that disclosure. If Contractor fails to obtain the court order enjoining disclosure, the Purchasing Activity will release the requested information on the date specified.

The State's sole responsibility shall be limited to maintaining the above data in a secure area and to notify Contractor of any request(s) for disclosure for so long as the Purchasing Activity retains Contractor's information in the Purchasing Activity records. Failure to so label such materials or failure to timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such materials are exempt from disclosure.

2.11 Waive Minor Administrative Irregularities

The Purchasing Activity reserves the right to consider the actual level of Bidder's compliance with the requirements specified in this solicitation and to waive informalities in a Proposal. Informality is an immaterial variation from the exact requirements of the competitive solicitation, having no effect or merely a minor or negligible effect on quality, quantity, or delivery of the supplies or performance of the services being procured, and the correction or waiver of which would not affect the relative standing of, or be otherwise prejudicial to Bidders.

Ecology reserves the right, at its sole option, to make corrections to a Bidders' Responses when an obvious arithmetical error has been made in the price quotation for bid evaluation purposes. Bidders will not be allowed to make changes to their quoted price after the Response submission deadline.

2.12 Errors in Response

Bidders are liable for all errors or omissions contained in their Responses. Bidders will not be allowed to alter Response documents after the deadline for Response submission. Ecology is not liable for any errors in Responses. Ecology reserves the right to contact Bidder for clarification of Response contents.

In those cases where it is unclear to what extent a requirement or price has been addressed, the RFP Procurement Coordinator may contact a Bidder to clarify specific points in the submitted Response. However, under no circumstances will the responding Bidder be allowed to make changes to the proposed items after the deadline stated for receipt of Responses.

2.13 Right to Cancel

The Purchasing Activity reserves the right to cancel or reissue all or part of this Solicitation at any time as allowed by law without obligation or liability.

2.14 Exclusive Use

This RFP is being issued for Ecology's exclusive use for the purpose set forth in this RFP. The results of this RFP may not be used to satisfy the competitive requirements of any other agency that may choose to purchase similar Products directly from the Apparently Successful Bidder (ASB).

2.15 Award Intent

Only one (1) successful Bidder will be identified via this procurement. Ecology intends to award only one (1) Contract.

2.16 (M) Contract Type

To be Responsive, Bidders must indicate a willingness to enter into a Contract substantially the same as the Contract in Appendix B, and by signing the *Certifications and Assurances* located in Appendix A. Any specific areas of dispute with the attached terms and conditions must be identified in the Response and may, at the sole discretion of Purchasing Activity, be grounds for disqualification from further consideration in the award of a Contract. The terms and conditions of any other contract, including, without limitation, click-wrap, click-through, web-wrap, browse-wrap, or shrink-wrap licenses, shall have no force or effect.

Under no circumstances is a Bidder to submit its own standard contract terms and conditions as a response to this solicitation. Instead, Bidder must review and identify the language in Appendix B that Bidder finds problematic, state the issue, and propose the specific language or contract modification Bidder is requesting. All of Bidder's exceptions to the contract terms and conditions

in Appendix B must be submitted within the Response, attached to Appendix A - *Certification and Assurances*. Ecology expects the final Contract signed by the ASB to be substantially the same as the contract located in Appendix B.

The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during negotiation of the final Contract.

The ASB will be expected to execute the Contract within ten (10) Business Days of its receipt of the final Contract. If the selected Bidder fails to sign the Contract within the allotted ten (10) days timeframe, Ecology may elect to cancel the award, and award the Contract to the next ranked Bidder, or cancel or reissue this solicitation (see Subsection 2.13 - *Right to Cancel*). Bidder's submission of a Response to this solicitation constitutes acceptance of these contract requirements.

2.17 (M) Insurance

The Successful Contractor is required to obtain insurance to protect the State should there be any claims, suits, actions, costs, or damages or expenses arising from any negligent or intentional act or omission of the Contractor or its Subcontractor(s), or their agents, while performing work under the terms of any Contract resulting from this solicitation. See Sample Contract, Appendix B, for a complete description of the specific insurance requirements.

2.18 No Best and Final Offer

Ecology reserves the right to make an award without further discussion of the Response submitted; that is there will be no best and final offer request. Therefore, the Response should be submitted on the most favorable terms that Bidder intends to offer.

2.19 No Costs or Charges

No costs or charges under the proposed Contract may be incurred before the Contract is fully executed.

2.20 Minority and Women's Business Enterprises (MWBE)

In accordance with the legislative findings and policies set forth in [RCW 39.19](#), the State of Washington encourages participation in all of its Contracts by Minority and Woman Owned Business Enterprise (MWBE) firms either self-identified or certified by the Office of Minority and Women's Business Enterprises (OMWBE). While the state does not give preferential treatment, it does seek equitable representation from the minority and women's business community.

Participation may be either on a direct basis in response to this Solicitation or as a Subcontractor to a Contractor. However, unless required by federal statutes, regulations, grants, or Contract terms referenced in the original Solicitation, no preference will be included in the evaluation of Bids and Proposals, no minimum level of MWBE participation shall be required as condition for receiving an award, and Bids and Proposals will not be evaluated, rejected or considered non-responsive on that basis.

Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the original Solicitation will apply. Bidders may contact Office of Minority and Woman Owned Business Enterprise (OMWBE) to obtain information on certified firms for potential sub-contracting arrangements. Nothing in this section is intended to prevent or discourage Bidders from inviting others from participation from non MWBE firms as well as MWBE firms.

Bidders who are MWBE or intend to use MWBE Subcontractors are encouraged to identify the participating firm on Appendix C. See Sample Contract, Appendix B, for more requirements.

For questions regarding the above, contact Office of MWBE at (360) 753-9693 or toll free at 866-208-1064.

2.21 No Obligation to Contract/Buy

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

2.22 Non-Endorsement and Publicity

Neither the Purchasing Activity nor the Purchasers are endorsing the Contractor's Products or Services, nor suggesting that they are the best or only solution to their needs. Contractor agrees to make no reference to the Purchasing Activity, any Purchaser or the state of Washington in any literature, promotional material, brochures, sales presentation or the like, regardless of method of distribution, without the prior review and express written consent of the Purchasing Activity.

2.23 Debriefing of Unsuccessful Bidders

Only Bidders who submit a Response may request an optional debriefing conference to discuss the evaluation of their Response. Upon request, a debriefing conference will be scheduled with an unsuccessful Bidder. The RFP Procurement Coordinator must receive the request for a debriefing conference within three (3) business days after the announcement of Apparent Successful Bidder is sent to the responding Bidders. The debriefing are to be held within three (3) business days of the request. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for no more than one hour.

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

- Evaluation and scoring of the Bidder's proposal.
- Critique of the Bidder's proposal.
- Review of the Bidder's final score and ranking in comparison with other Bidders' final scores without identifying the Bidders.

2.24 Complaint and Protest Requirements

Vendors and Bidders may submit Complaints and Protests, see Appendix D - *Complaints and Protests Procedures* regarding the grounds for, filing, and resolution of complaints and protests.

3. VENDOR REQUIREMENTS

3.1 (M) Minimum Qualifications

Bidder must demonstrate the following minimum qualifications:

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

3.1.2 Bidder must have been in business for a minimum of five (5) years.

3.1.3 Bidder must have successfully implemented the proposed solution at least three (3) times in organizations with a similar level of complexity as Ecology as described in Section 1.1 – *Background*.

3.2 (M) Bidder Information

3.2.1 Bidder is to provide the following information for the legal entity or individual with whom the State would contract in the event the Vendor is named the ASB:

- Vendor's business name.
- Address, principal place of business.
- Telephone number.
- Fax number.
- Electronic mail address.
- Location of the facility from which the Vendor will operate if awarded the contract.
- Vendor legal status (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business.
- Washington State Uniform Business Identification (UBI) number (if available).
- Federal Employer Tax Identification number.

3.3 (MS) Bidder Profile

Bidder must provide the following information:

3.3.1 Describe three (3) installations of the proposed software in organizations with a similar level of complexity as described in Section 1.1 - *Background*.

3.3.2 Provide the total number of installations of the proposed software and the dates of installation.

3.3.3 Provide a list of the state governments for which you have installed the proposed software and dates of installation.

3.4 (MS) Staff Qualifications

Ecology requires the Bidder to provide senior level business and technical staff to perform the work necessary to meet the requirements outlined in this RFP.

Bidder must commit that staff listed in their Proposal will actually perform the contracted services within the Ecology's proposed schedule.

Bidder must commit that it will not remove staff without notifying Ecology. Bidder must agree to submit the names(s) of the proposed replacement(s), who must meet the qualifications/experience requirements for Ecology's review before that individual(s) is assigned responsibility for performance of contracted services.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter [42.52 RCW](#) . Vendors should familiarize themselves with the requirements prior to submitting a Response.

3.4.1 Bidder is to identify Bidder's staff who will be assigned to the project. Provide resumes describing the following for each of the staff who would be assigned to the project:

- Name, position description
- Relationship, starting date of employment with the firm
- Proposed Role on the Project
- State whether person is full-time, part-time, officer, employee, or Subcontractor
- Education, degrees, and certificates
- Describe the skills the individual is providing in relationship to required experience
- Describe any other pertinent information

3.4.2 Bidder is to identify for each person, except the Project Manager, during each proposed stage of the project the following:

- The number of hours per week and total hours each will be assigned to the project.
- Their schedule of availability working on-site with the Ecology's staff at Ecology's site in Lacey, WA.
- Their schedule of availability by telephone and email when working off-site.

3.5 (MS) Bidder Project Manager

Bidder must assign an experienced project manager to team with the Ecology assigned project manager to manage this project.

3.5.1 Bidder is to identify the proposed project manager and provide:

- A detailed resume showing the project manager's education, certifications, and experience managing projects of similar size and complexity to the proposed project outlined in this RFP.

3.5.2 Bidder is to provide for each proposed stage of the project the following:

- The number of hours per week and total hours the project manager will be assigned to the project.
- The project manager's schedule of availability working on-site with this project team at Ecology's site in Lacey, WA.
- The project manager's schedule of availability by telephone and email when working off-site.

3.5.3 Describe the Bidder's intended working relationship and division of responsibilities between the Ecology project manager and the Bidder project manager.

3.6 (MS) Past Customer References

3.6.1 Bidder to is provide three (3) customer references for which the Bidder has provided and implemented a solution similar to what is being proposed within the past five (5) years, include company names, addresses, contact persons, telephone numbers, fax numbers and electronic mail addresses. It is the Bidder's responsibility to ensure that every reference contact is available during the evaluation period.

References must be:

- Independent of the Bidder’s company/corporation (i.e. non-Vendor owned, in whole or in part, or managed in whole or in part) and include a statement that each reference meets this requirement.
- From unique references, in no event shall the Bidder submit two references from the same client/business entity.

Ecology reserves the right to contact others who may have pertinent information regarding the Bidder’s prior experience and ability to perform the services contemplated in this procurement. These contacts are in addition to the references recommended by the Bidder.

3.7 (M) Use of Subcontractors

Bidder agrees that any and all such Subcontractor relationships must be Subcontractors to the Bidder and the Bidder must be the Prime Contractor. Bidder agrees that, as Prime Contractor, the Bidder accepts full responsibility for successful performance of the entire Scope of Work requested in this RFP and will indemnify Ecology for the acts and omissions of its Subcontractors. Bidder agrees that Ecology has the same rights to remove Subcontractor(s) or other third party staff as it does Bidder staff.

Bidders must state whether Subcontractors will/will not be used for the proposed solution under this RFP.

Bidder’s Response must:

- Identify and describe any and all subcontractor relationship with another party.
- Describe in detail Bidder’s management of Subcontractor relationships to ensure high quality performance of all subcontractor functions and products.

Bidder is to identify any Subcontractors, who are certified by the State of Washington Office of Minority and Women’s Business Enterprises.

3.8 (MS) Project Plan

Preliminary Project Schedule.

February 2013 – April 2013	Vendor Selection Process and Contract Negotiation
April 2013 – May 2013	Fit/Gap Analysis and Go/No Go Decision
May 2013 – June 2013	Product Procurement
May 2013 – February 2014	Product Implementation and Training

3.8.1 Bidder must discuss the feasibility of meeting the above Preliminary Project Schedule, if Ecology were to implement the Bidder's proposed Solution.

3.8.2 Bidder must develop and submit with the Response a proposed Project Plan using the above referenced Preliminary Project Schedule and the Bidder's experience implementing its Solution. The Bidder's proposed Project Plan must:

- Be in sufficient detail to describe how the Bidder is proposing to perform the project.
- Identify the Bidder's assumptions regarding project scope, resources, and any other assumptions.
- Include the following elements in the Project Plan at a minimum:
 - Project Charter that includes scope, deliverables, goals, and objectives.
 - Staffing Plan, indicating proposed roles and responsibilities for state project staff, Vendor, Subcontractor (if any), and estimated level of effort (i.e. hours to complete task) Vendor and Subcontractor (if any).
 - Project Schedule.
 - Communication Management Plan.
 - Risk Management Plan.
 - Issue Management Plan.
 - Testing Plan.
 - Implementation and Transition Plan (Including Project Controls).
 - Training Plan.

3.8.3 Bidder must acknowledge their understanding that development of a final detailed Project Plan will be the first project deliverable and must be completed within an negotiated agreed upon period of time from the effective date of the contract.

3.8.4 Fit/Gap Analysis. After the contract is signed, the Contractor will work with Ecology to prepare a Fit/Gap Analysis for their proposed solution. The Fit/Gap Analysis is the final determination to proceed with the proposed solution before starting work under the contract. The Fit/Gap Analysis is subject to Ecology approval. The Fit/Gap Analysis must be delivered to Ecology within fifteen (15) business days after the contract is signed. If Ecology approves the Fit/Gap Analysis, then Contractor may proceed on contract performance. At this time, Ecology or the Contractor may propose to re-baseline the project scope or schedule as necessary to meet the project schedule, any changes are subject to approval by both parties. If Ecology does not approve the Fit/Gap Analysis and no agreement between parties is reached, then Ecology may cancel the contract and consider awarding to the next highest Bidder from the evaluation process. If the contract is cancelled, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of the contract prior to the effective date of cancellation.

4. TECHNICAL REQUIREMENTS

4.1 (MS) Functional Requirements

The functional requirements for the proposed project are presented in Appendix E - *Functional Requirements*. The Bidder must respond to all of the functional requirements in this portion of the RFP by completing Appendix E as instructed in Appendix E.

4.2 Non-Functional Requirements

4.2.1 (MS) Data – Programmatic Access Standard: Ecology requires access to the proposed Solution's data for the purposes of developing application interfaces and/or custom reports. The Bidder must provide an application programming interface (API), software developer kit (SDK) and/or a web service along with associated tools and documentation, including database schema for the purpose of integrating the proposed Solution's functionality into other software solutions. Describe how the proposed solution meets this requirement.

4.2.2 (MS) IT Infrastructure: If the proposed solution is an Ecology-hosted, it must be compatible with Ecology's IT Infrastructure as described below. Describe the technical infrastructure of the proposed solution and how it is compatible with Ecology's infrastructure:

- Server Environment
 - OS: Window Server 2008 R2 or above
 - Web Server: IIS 6.0 or above
 - Framework: .NET 1.1 to 4.0
 - Database: MS SQL2008 R2
 - Report: MS SQL 2008 & R2 Report Services
 - Security: Adam/Azman (Internal Staff)
 - Security: Secure Access Washington (External Users)
- Desktop Environment
 - Windows 7 Service Pack 2
 - Office Professional 2007 with Service Pack 3
 - SharePoint 2007
 - Outlook 2007 or above

– Internet Explorer 8 or 9

4.2.3 (MS) Security Integration

4.2.3.1 The state's single sign on strategy for users outside the State Government Network (SGN) is for applications to use the authentication services provided by the Secure Access Washington gateway described at <http://www.cts.wa.gov/products/Security/SecureAccessWashington.aspx> . External users must be able to access the proposed solution from the Internet through Secure Access Washington using a user ID and password. Describe how the proposed solution meets this requirement.

4.2.3.2 Ecology has implemented Enterprise Active Directory (EAD) for internal users. The single sign-on strategy is to minimize the establishment of multiple user stores for application authentication. The proposed solution must integrate with EAD. Describe how the proposed solution meets this requirement.

4.2.4 (MS) Other IT Information: Ecology's application deployment model requires three (3) separate environments; development, test and production. The proposed Solution must provide a way for Ecology to use the test environment to validate changes and upgrades to the proposed solution, and then promote those tested changes into production in a controlled way. Describe how the proposed Solution supports this requirement and the affect, if any, of this deployment model on the Software Licensing.

4.2.5 (MS) Maintenance and Support: Ecology requires the Vendor to provide technical support that is readily accessible via telephone, web, or on-site support. The proposed solution will be a critical system for Ecology, therefore the availability of support is very important. Describe the maintenance and support offered for the proposed solution. Provide, at a minimum, the following support related information:

- Common solution maintenance and upgrade cycles
- Standard support hours of operation (including time zone)
- Typical response times
- Problem escalation procedures

4.2.6 (M) Delivery: Software delivery will be complete when Vendor staff installs the Software in accordance with both Vendor’s and Ecology’s specifications and requirements, and is ready for use/acceptance testing on both of Ecology’s test and production systems.

4.2.7 (MS) Acceptance Testing : Ecology requires Acceptance Testing for new implementations of Vendor’s Software. Vendor must meet a Standard of Performance before Acceptance. This Standard of Performance is also applicable to any additional, replacement, or substitute Products and any Product that is modified by or with the written approval of Vendor after having been Accepted. The basis of this standard will be an “Acceptance Test Plan” to be jointly developed by Ecology and Vendor. Ecology expectation is that the Acceptance Test Plan will be written by Vendor with input from and final approval by the Ecology. The test plan will be organized to account for the requirements in the Functional Requirements section of this RFP. Provide an overview of the Bidder’s proposed approach to develop and execute the Acceptance Test Plan.

4.2.8 (M) Warranty: All Software offered by Vendor under the resulting Contract must come with a one year warranty, which shall include Maintenance and Support Services, patches, bug fixes, and updates during the period of coverage. During the warranty period, Vendor warrants that the proposed solution shall have no defects or it will be fixed or replaced at no charge to the Ecology, and that the Software shall conform to the published specifications for the product.

4.2.9 (MS) Licensing Information: Describe the type of licensing model used, for example per seat or enterprise. Ecology’s preference is for an enterprise license. For information purposes, Ecology assumes that there will be no limit to the number of users of the proposed software but anticipates that 125 internal Ecology users and potentially an unlimited number of external customers will use the proposed software. There may be as many as 40 concurrent users.

4.2.10 (MS) Training: Bidder is to provide a course outline and description for each of the following types of training, include a description of the delivery method and proposed schedule for types of training:

- **System Administrators** will be responsible for system configuration, maintenance and operations and technical support of the software. The training will give them the knowledge and skills necessary to successfully support the proposed solution without the on-going assistance from the Vendor.
- **Super Users** will be expected to provide all post project user training and perform as the first level helpdesk for the proposed solution.

4.2.11 (MS) Documentation: Describe the documentation and the medium on which it is delivered that is provided with the proposed Solution including, but not limited to:

- Manuals or best practice guides

- Final system configuration and workflow designs
- Database schema
- Online help files and tutorials

5. FINANCIAL PROPOSAL

5.1 Overview

Ecology seeks to acquire the Products/Services that best meet Ecology's needs at the lowest cost and best value.

If a remote hosting option is available, provide a separate price model for the remote hosting options.

5.2 Grounds for Disqualification

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

5.3 Taxes

Bidder must not include taxes on the Price Model form.

Contractor is required to collect and pay Washington State sales tax, if applicable, see the *Sample Contract*, Appendix B for more details.

5.4 Presentation of All Cost Components

Contract prices must include all cost components needed for the provisioning of the Products as described in Section 4 - *Technical Requirements*. All costs associated with the Products must be incorporated into the price of the Response to the RFP. Any Product offered by the Vendor or its Subcontractor(s) that does not have a corresponding separate price will have no separate additional cost to Ecology when acquired by Ecology.

All elements of recurring and non-recurring costs must be identified and included in the Appendix F – *Price Model*.

Expenses related to day-to-day performance under any Contract, including but not limited to, travel, lodging, meals, materials, and incidentals will not be reimbursed to the Vendor. Vendor's prices and hourly rates must include these costs.

5.5 Costs Not Specified

Where there is no charge or rate for a Product enter N/C (no charge) or zero (0) on the *Price Model*, as applicable. If the Vendor fails to provide a price, Ecology will assume the item is free

and no charge. If the Vendor states “no charge” for an item in the model, the State will receive that item free for the period represented in the model.

5.6 (MS) Price Model

The *Price Model* form contained in Appendix F must be completed using the pricing from Bidder’s Response. Bidder must include in the *Price Model* all components needed for the provisioning of the Products/Services as described in this RFP.

6. EVALUATION PROCESS

6.1 Overview of Solicitation Evaluation Process

Ecology will use two phases for the evaluation of the proposal submittals. During Phase I, Ecology will select finalists based on the scoring criteria set forth in Section 6 - *Evaluation Process*. During Phase II, those selected Bidder Finalists will give a product demonstration of their proposed Solution and participate in an Oral Interview. Ecology may select from the Finalists an ASB based on the criteria set forth herein.

6.2 Basis for Evaluation

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

Due to the complex nature of this RFP, the Evaluation Team, during the course of their evaluation, may consult with other technical experts within Ecology to ensure that they understand the Bidder's response to those requirements in order to assign appropriate scoring. Such technical experts are not part of the Evaluation Team and will not assign scores.

6.3 (MS) Product Demonstration/Oral Interviews

Product Demonstration/Oral interviews will be utilized in selecting the winning proposal. Ecology intends to select up to three (3) of the highest scoring Bidders as Finalists based on the evaluation of Bidder's written proposals for a product demonstration and oral interview of their proposed solution. The RFP Procurement Coordinator will contact the top-scoring finalists to schedule a date, time, and location.

Using scoring criteria developed by Ecology prior to the receipt of Bidder Proposals, the Evaluation Team will collaboratively score the Product Demonstrations and Oral Interviews.

If possible, the Bidder proposed Project Manager and key staff who will be providing the services should participate in the product demonstration/oral interviews.

Commitments made by the Bidder, if any, at the product demonstration and oral interview will be documented and considered binding.

6.4 Evaluation Process

The evaluation process is designed to award the Contract to the Bidder with the best combination of attributes as demonstrated in the Bidder's Proposal. Scores are based on the evaluation of the Bidder's responses to the requirements in this RFP.

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

Step 1: Administrative Evaluation

Administrative Review

Proposals will be reviewed initially by the RFP Procurement Coordinator to determine, on a pass/fail basis, compliance with Section 2 – *Administrative Requirements* of this RFP. Only Proposals meeting all Administrative Requirements will be further evaluated.

Mandatory Requirement Review

Proposals that satisfactorily pass the Administrative Review will then be reviewed on a pass/fail basis to determine if the response meets all Mandatory Requirements of Sections 3 – *Vendor Requirements* and Section 4.2 – *Non-Functional Requirements*.

Step 2: Qualitative Evaluation of Written Proposals

Only Responses that pass the Administrative Review and Mandatory Requirement Review will advance to the Qualitative Evaluation Review and Scoring. If the Bidder does not pass the Administrative Evaluation they will be deemed non-responsive and will not be further evaluated.

Evaluation Criteria and Scoring Techniques

The Functional Requirements Scoring Matrix in Appendix E – *Functional Requirements* describes the response descriptions that will be used to evaluate Appendix E – *Functional Requirements*. Responses to Appendix E – *Functional Requirements* will be used by the Bidder to communicate how their proposed solution will meet each functional requirement. Bidders will have the Functional Requirements evaluated twice, once to meet a minimum percentage and secondly for scores based on functionality. Answers will be scored using the Scoring Matrix found in Appendix E – *Functional Requirements*.

Bidder responses to Appendix E – *Functional Requirements* will first be evaluated on a pass/fail basis to determine whether the Bidder's proposal meets at least seventy five percent (75%) of the functional requirements designated as Critical with a response of either "Out of the Box" or with "Configuration". Only those Bidder responses that meet

the 75% minimum of the functional requirements will be further evaluated. If a Bidder does not meet the 75% minimum they will be deemed non-responsive and will not be further evaluated. If all responding Bidders fail to meet the seventy-five percent (75%) threshold of critical requirements, Ecology reserves the following options: 1) cancel the procurement, or 2) revise or delete Critical Requirements.

The Evaluation Team will evaluate and score Bidder's responses to the scored requirements in Sections 3 – *Vendor Requirements*, Section 4.2 – *Non-Functional Requirements*, Section 5 – *Financial Proposal*, and Appendix E – *Functional Requirement*.

Step 3: Product Demonstration and Oral Interview

Ecology intends to select up to three (3) top scoring Bidders from Step 2. They will be invited to participate in a Product Demonstration and Oral Interview. Bidders will be evaluated based upon evaluation team's assessment of the Bidder's strengths, weaknesses, opportunities, and risk.

Step 4: Vendor Reference Evaluation

For top scoring Bidders advanced from Step 2, the Evaluation Team will score the Vendor Reference Questionnaires after the Demonstrations and Oral Interviews have been completed. Ecology reserves the right to contact references supplied by the Bidder or references not supplied by the Bidder and use the information obtained for evaluation and scoring.

Step 5: Final Score Tabulation

Upon completion of Steps 1-4, the RFP Procurement Coordinator will tabulate all scores to arrive at the final score for each Bidder.

The RFP Procurement Coordinator will then recommend the Apparently Successful Bidder (ASB) to the RFP Sponsors. The ASB will be notified via email by the RFP Procurement Coordinator.

6.5 Weighting Process

The weighting of Proposals is as follows with percent meaning the percent of the total points awarded for each Level. The Bidder scores for Level 1 and Level 2 will be added together resulting in the total points awarded for each Proposal.

EVALUATION LEVEL 1	(60% of total Score)	
Vendor Requirements	150 points possible	15% Weight
• Bidder Profile	25 points	
• Staff Qualifications	30 points	
• Bidder Project Management	35 points	
• Project Plan	60 points	
Non-Functional Requirements	200 points possible	20% Weight
• Programmatic Access Standard	25 points	
• IT Infrastructure	25 points	
• Security Integration	25 points	
• Other IT Information	25 points	
• Maintenance and Support	25 points	
• Acceptance Testing	22 points	
• Licensing Information	20 points	
• Training	18 points	
• Documentation	15 points	
Functional Requirements	450 points possible	45% Weight
Financial Proposal-Price Model	200 points possible	20% Weight
Total Level 1 Points possible	1,000 points possible	

EVALUATION LEVEL 2	(40% of total Score)	
Product demonstrations/Oral Interviews	80% Weight	
References	20% Weight	

6.6 Scoring Process

Evaluations of the written response to the RFP will be as follows:

“**Mandatory**” or “**(M)**” shall mean the Bidder must comply with the requirement and the Response will be evaluated on a pass or fail basis. For Mandatory requirements (M), the Response must always indicate explicitly whether or not the Bidder or its proposed Products/Services meet the requirement and provide all information requested. A statement, “(Bidder’s Name) has read, understands, and fully complies with this requirement” is acceptable, along with any additional information requested.

“**Mandatory Scored**” or “**(MS)**” shall mean the Bidder must comply with the requirement and the Response will be scored. For Mandatory Scored (MS) items, the Response must always indicate explicitly whether or not the Bidder or its proposed Products meet the requirement, and describe how the proposed Bidder’s Products/Services will accomplish each requirement.

“**Critical**” or “**(C)**” shall mean the requirement is of utmost importance and critical to the functionality of the proposed Solution, but not mandatory, and the Response will be scored.

“**Highly Desirable**” or “**(HD)**” shall mean the requirement is very important, but not mandatory, and the Response will be scored.

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

6.7 Substantially Equivalent Scores

When evaluation of the proposals produces numerical ratings that are substantially equivalent, i.e., final scores separated by two percent (2%) or less of the final score, Ecology reserves the right to award the Contract to the Bidder whose Proposal is deemed to be in Ecology’s best interest.

6.8 Selection of Apparent Successful Bidder

Apparently Successful Bidder selection begins after all evaluation and scoring steps are completed as outlined in Section 6 – *Evaluation Process*.

The Bidder with the highest total score will be declared the Apparent Successful Bidder. The Purchasing Activity may enter into contract negotiations with the Apparent Successful Bidder.

Should contract negotiations fail to be completed within one (1) month after initiation, the Purchasing Activity may immediately cease contract negotiations and declare the Bidder with the

second highest score as the new Successful Bidder and enter into contract negotiations with that Bidder. This process will continue until the Contracts are signed or no qualified Bidders remain.

6.9 Notification of Apparent Successful Bidder

All Bidders responding to this solicitation will be notified when the Purchasing Activity has determined the Apparent Successful Bidder. The date of announcement of the Apparent Successful Bidder will be the date of the notification from the Purchasing Activity. The Bidders will be notified via email by the RFP Procurement Coordinator.

Designation as an Apparent Successful Bidder does not imply that the State will issue an award to your firm. It merely suggests that at this moment in time the State believes your bid to be responsive. This designation allows the State to perform a responsibility analysis and ask for additional documentation. The State is also at liberty to re-review and determine whether the bid is truly responsive as initially believed. The Bidder must not construe this as a notification of award, impending award, an attempt to negotiate, etc. If you act or fail to act in reliance of this notification, you do so at your own risk and expense.

APPENDIX A

Certifications and Assurances

Issued by the State of Washington

I/We make the following certifications and assurances as a required element of the Response, to which it is attached, affirming the truthfulness of the facts declared here and acknowledging that the continuing compliance with these statements and all requirements of the RFP are conditions precedent to the award or continuation of the resulting Contract.

1. The prices in this Response have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered.
2. Response has not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before Contract award unless otherwise required by law.
3. No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition. However, we may freely join with other persons or organizations for the purpose of presenting a single proposal or bid.
4. The attached Response is a firm offer for a period of 120 days following the Response Due Date specified in the RFP, and it may be accepted by ECOLOGY without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 120-day period. In the case of protest, our Response will remain valid for 180 days or until the protest is resolved, whichever is later.
5. In preparing this Response, we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to the State's solicitation, or prospective Contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this Response. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
6. We understand that the State will not reimburse us for any costs incurred in the preparation of this Response or participation in a product demonstration/oral interview. All Responses become the property of the State, and we claim no proprietary right to the ideas, writings, items or samples unless so stated in the Response.
7. Submission of the attached Response constitutes an acceptance of the evaluation criteria and an agreement to abide by the procedures and all other administrative requirements described in the solicitation document.
8. We understand that any Contract awarded as a result of this Response will incorporate all the solicitation requirements. Submission of a Response and execution of this Certifications and Assurances document certify our willingness to comply with the Contract terms and conditions appearing in Appendix B, or substantially similar terms, if selected as a contractor. It is further understood that our standard contract will not be considered as a replacement for the terms and conditions appearing in Appendix B of this solicitation.

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Department of Ecology

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9. I/we grant the ECOLOGY the right to contact references and others who may have pertinent information regarding the prior experience, products, and ability of the Vendor and the proposed staff to perform the services contemplated in the procurement.

10. We (circle one) **are** / **are not** submitting proposed Contract exceptions.

11. By submitting this Bid, Bidder hereby offers to furnish materials, supplies, services and/or equipment in compliance with all terms, conditions, and specifications contained in this solicitation.

12. The authorized signatory below acknowledges having read and understood the entire solicitation and agrees to comply with the terms and conditions of the solicitation in submitting and fulfilling the offer made in its Bid.

The signatory below represents that he/she has the authority to bind the company named below to the Bid submitted and any contract awarded as a result of this solicitation.

_____	_____
Bidder Signature	Bidder Company Name
_____	_____
Title:	Date:
_____	_____
Print Name:	Phone:
_____	_____

APPENDIX B
Contract

See Attached Sample Contract

APPENDIX C
MWBE Participation Form

Minority and Women's Business Enterprises (MWBE)
Participation Form
(If Applicable)

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.

MBE FIRM NAME	*MBE CERTIFICATION NO.	PARTICIPATION %

WBE FIRM NAME	*WBE CERTIFICATION NO.	PARTICIPATION %

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

Name of Vendor completing this Certification: _____

APPENDIX D

Complaint and Protest Procedures

This Complaint and Protest Procedures are in compliant to RCW 39.26.170 and Department of Enterprise Services Policy # DES-170-00. Complaints and Protests that do not follow these below procedures will not be considered.

This procedure provides the following information:

- Minimum requirements for a complaint process and a protest process.
- The criteria for filing a complaint or protest.
- Agency response requirements and timelines.

Complaint Process Before Bid Due Deadline:

The purpose of a complaint process is to settle unresolved vendor issues or concerns that have not been resolved before the bid is due. The complaint process allows vendors to focus on the solicitation requirements and evaluation process, and raise issues with these processes so to allow an agency time to correct a problem before bids are submitted. Any vendor may submit a Complaint.

1. Complaints shall meet the following requirements:
 - a) Must be in writing, can be sent via Email.
 - b) Must be sent to the RFP Procurement Coordinator, or designee.
 - c) Must be submitted at least five (5) business days before the bid submissions deadline.
 - d) Should clearly articulate the basis for the complaint.
 - e) Should include a proposed remedy.
2. Complaints shall meet any of the following reasons:
 - a) The solicitation unnecessarily restricts competition.
 - b) The solicitation evaluation or scoring process is unfair or flawed.
 - c) The solicitation requirements are inadequate or insufficient to prepare a response.
3. Complaints will handled as follows:
 - a) The RFP Procurement Coordinator or designee will respond to complaints in writing.
 - b) Agency's response to complaints including any changes to the solicitation will be posted on WEBS.
 - c) Agency head will be notified of all complaints and will be provided a copy of the agency's response.
 - d) All communications relative to a complaint must be coordinated through that person conducting the review.

- e) Vendor's complaint may not be raised again during the protest period.
- f) Agency complaint process does not include an appeal process.

Protest Process Before Final Award:

The purpose of a protest process is to allow Bidders after the announcement of the Apparent Successful Bidder to raise issues related to the evaluation process as set out in the solicitation or how the process was executed. The protest procedure allows the agency to correct evaluation process errors and problems before a contract is executed.

1. Debriefing Opportunity:

- a) Bidders may request a debriefing conference after the announcement of the Apparent Successful Bidder (ASB).
- b) Bidders have three (3) business days after the announcement of the ABS to request a debriefing conference.
- c) Debriefing conference may be held in person at the agency or by phone.
- d) Bidders are encouraged to participation in a debriefing conference before submitting a protest.

2. Protest Period:

- a) Bidders shall have five (5) business days after announcement of ABS to file a protest or five (5) business days after their debriefing conference.
- b) Only Bidders are allowed to file a protest.
- c) Bidder must submit a protest in writing to the RFP Procurement Coordinator.
- d) Protests may be submitted via email, but must be followed by an original signed document.
- e) A protest must be received within five (5) calendar days of written notice to file a protest.
- f) If a protest is not received within these above time frames it will be untimely and the RFP Procurement Coordinator may proceed with the award without further obligation.

3. Protest Reason, a protest must be based on any of the following reasons:

- a) A matter of bias, discrimination, or conflict of interest on the part of an evaluator.
- b) Errors in computing the scores.
- c) Non-compliance with procedures described in the procurement document or agency protest process or Department of Enterprise Services' requirements.

4. A protest must include the following:

- a) Must reference the bid title and number.
- b) A clear and orderly presentation of the protested reason(s) with supportive facts.
- c) Description of the relief or corrective action being requested.

5. Agency Review Actions:

- a) Agency will assign a neutral party that had no involvement in the evaluation and award process to investigate and respond to the protest.
- b) Agency will communicate to the Protester who is the official contact for the protest. All communications relative to a solicitation that is being protested must be coordinated through that person conducting the official review for the Agency.
- c) Agency will notify the Apparent Successful Bidder that a protest has been filed and may provide the Apparent Successful Bidder to submit its views and any relevant information on the protest.
- d) Agency will issue a written protest response no more than ten (10) business days from receipt of the protest, unless additional time is needed by the agency. The agency will notify the protesting bidder if additional time is needed.
- e) Agency protest decision is final and no appeal process is allowed. If a protesting bidder does not accept the agency's protest response, the bidder may try to seek relief from superior court.
- f) Agency may sign a contract before the protest process is completed when the Department of Enterprise Services Director grants the agency the authority to do so.
- g) Once the agency protest response is issued, the agency head and the Department of Enterprise Services Director will be provided a copy of the original protest and the agency's response.

6. Protest final determination shall take one of the following actions:

- a) Find the protest lacking in merit and uphold Ecology's action, and reject the protest.
- b) Find only insignificant technical, immaterial or harmless errors in Ecology's procurement process and determine Ecology to be in substantial compliance and reject the protest.
- c) If Ecology determines that the protest is without merit, then Ecology will enter into a contract with the apparent successful bidder.
- d) If the protest is determined to have merit, then one of the alternatives noted below will occur:
 1. Correct the errors and re-evaluate all proposals.
 2. Reissue the solicitation document and begin a new process.
 3. Make other findings and determine other courses of action as appropriate.

APPENDIX E
Functional Requirements

See Attached Functional Requirements Spreadsheet

APPENDIX F

Price Model

On-Site Hosted Option							
Price Proposal	Initial Price Thru 6/30/13	Initial Price Remainder Year1	Yr 2	Yr 3	Yr 4	Yr 5	Total Price
Proposed Solution Software License Price (Break out by component)							
• Component 1:							
• Component 2:							
• Component 3:							
•							
•							
Required 3rd Party Software Price, if any							
Support Fees (after one year warranty period)							
Maintenance Fees (after one year warranty period)							
Subtotal: License, Support, Maintenance							
Configuration							
Customization							
Project Management							
Testing							
Integration with Active Directory and Secure Access Washington							
Integration with Ecology's internal Contracts and Grants System							
System User Training							
System Administration Training							
Documentation							

On-Site Hosted Option							
Price Proposal	Initial Price Thru 6/30/13	Initial Price Remainder Year1	Yr 2	Yr 3	Yr 4	Yr 5	Total Price
Other: _____							
Subtotal: Other Services							
TOTAL PROPOSAL PRICE							

Optional Items	Price
Internet Portal that provides a user-friendly interface that allows anonymous users to query summarized Grant and Loan data (Refer to functional requirement 17.1)	

Remote Hosted Option (Optional)							
Price Proposal	Initial Price Thru 6/30/13	Initial Price Remainder Year1	Yr 2	Yr 3	Yr 4	Yr 5	Total Price
Proposed Solution Software License Price (Break out by component)							
• Component 1:							
• Component 2:							
• Component 3:							
•							
•							
Required 3rd Party Software Price, if any							
Support Fees (after one year warranty period)							
Maintenance Fees (after one year warranty period)							
Subtotal: License, Support, Maintenance							
Configuration							
Customization							
Project Management							
Testing							
Integration with Active Directory and Secure Access Washington							
Integration with Ecology's internal Contracts and Grants System							
System User Training							
System Administration Training							
Documentation							
Other:							
Subtotal: Other Services							

Remote Hosted Option (Optional)							
Price Proposal	Initial Price Thru 6/30/13	Initial Price Remainder Year1	Yr 2	Yr 3	Yr 4	Yr 5	Total Price
TOTAL PROPOSAL PRICE							

Optional Items	Price
Internet Portal that provides a user-friendly interface that allows anonymous users to query summarized Grant and Loan data (Refer to functional requirement 17.1)	

APPENDIX G

Response Checklist

This Response Checklist is provided for Bidder's convenience only. It is the Bidder's responsibility to thoroughly read this Solicitation and ensure all required information and documents are submitted with each Response. Any Response received without any one or more of these documents may be rejected as being non-responsive. Bidder must properly respond to each question/requirement contained in Sections 2, 3, 4 and 5.

In order to be considered responsive, Bidder must include, at a minimum, the following components in their RFP Response:

- Bidder's cover letter explicitly acknowledging receipt of all RFP amendments issued, if any.
- Response to *Administrative Requirements* (Section 2).
- Response to the *Vendor Requirements* (Section 3).
- Response to the *Non-Functional Technical Requirements* (Section 4.2).
- Attachment E – Completed *Functional Requirements* Response.
- Attachment F – Completed *Price Model*.
- Attachment A – *Signed Certifications and Assurances*.
- Vendor's exceptions and/or proposed revisions to the *Sample Contract* (Appendix B).
- Attachment C – *MWBE Participation Form* (if applicable).
- Attachment G – *Response Checklist*.
- Other documentation, e.g., manuals, brochures, or other materials if desired.

End of Document