

Request for Proposal ACQ-2009-0610-RFP

Washington Transportation Plan

Offered by

**Washington State Transportation
Commission**

Proposal Due Date: July 13, 2009

1. INTRODUCTION

Washington State Transportation Commission (WSTC) is offering this Request for Proposals (RFP) to solicit Vendors interested in providing proposals for a consultant to work with staff, a Commission team, and an Advisory Group to develop a 20-year statewide transportation plan. The Transportation Commission will adopt and forward the Washington Transportation Plan (WTP) to the Governor and Legislature by December 2010.

The purpose of the Washington Transportation Plan (WTP) is to:

- Establish a 20-year vision for the development of the statewide transportation system
- Identify the total unfunded statewide need over 20 years
- Identify significant statewide transportation issues
- Recommend statewide transportation policies and strategies to the legislature and Governor (*RCW 47.01.071(4)*)

The WTP will identify key trends, constraints and external influences that will shape transportation in the state. The WTP will describe a clear vision of how the statewide transportation system should evolve in response to those trends, constraints and influences to provide mobility and access to the residents and businesses of Washington. It will recommend policy and fiscal steps to move from the transportation system of today to the system of tomorrow, and may include alternative approaches to meeting and funding the transportation system in 2030.

When preparing Proposals, interested Vendors may wish to review the following:

- **Current Washington Transportation Plan, 2007 – 2026,**
http://www.wsdot.wa.gov/NR/rdonlyres/083D185B-7B1F-49F5-B865-C0A21D0DCE32/0/FinalWTP111406_nomaps.pdf
- **Transportation Progress Report (February 2009, Office of Financial Management),**
http://www.ofm.wa.gov/performance/transpo_progress_report_2009.pdf
- **Transportation Commission Annual Reports,**
<http://www.wstc.wa.gov/AnnualReport/default.htm>
- **Reducing Greenhouse Gas Emissions and Increasing Transportation Choices for the Future, Appendix 4 from the 2008 Climate Action Team Report,**
http://www.ecy.wa.gov/climatechange/2008CATdocs/IWG/tran/110508_transportation_iwg_final_report.pdf

1.1. FUNDING

The maximum contract amount shall not exceed \$300,000.

1.2. DEFINITIONS

The following terms as used throughout this RFP shall have the meanings set forth below.

“Advisory Group” shall mean the representatives from state and local agencies, nonprofit organizations and associations, and three members of the Transportation Commission,

chartered by the Transportation Commission to assist it in developing the vision, themes, and framework for the WTP.

“Advisory Group Lead” is the Commissioner designated by the Transportation Commission to lead the WTP effort and convene the Advisory Group.

“Business Days and Hours” shall mean Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the State of Washington.

“Commission” means the Washington State Transportation Commission.

“Confidential Information” shall mean information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other state or federal statutes. Confidential Information may include, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit and debit card information, driver’s license numbers, medical data, law enforcement records, source code or object code, security data, or any related payroll/labor data.

“Deliverable” shall mean milestone, individual item or work from a product or component part.

“Delivery Date” shall mean the date by which the Products ordered hereunder must be delivered.

“(M)” Whenever appearing in this document, it indicates a mandatory requirement for the Vendors submitting proposals. Disqualification may occur if Vendors do not fulfill the stated requirement.

“Price” shall mean charges, costs, rates, and/or fees charged for the Products and Services under this RFP or, as the context requires, for similar products and services that vendor provides under other contracts, and shall be paid in United States dollars.

“Product(s)” shall mean any Vendor-supplied Hardware, Software, and documentation.

“RCW” shall mean the Revised Code of Washington.

“Response” shall mean Vendor’s Proposal for the Washington Transportation Plan RFP, ACQ-2009-0610-RFP, dated July 13, 2009, and submitted by the Vendor in response to the Request for Proposals.

“RFP” shall mean the Request for Proposal.

“Staff” means the staff of the Washington State Transportation Commission.

“State” shall mean the State of Washington.

“SOW” shall mean Statement of Work.

“SubContractor” shall mean one not in the employment of Vendor, who is performing all or part of the business activities under this RFP under a separate contract with Vendor. The term “SubContractor” means SubContractor(s) of any tier.

“Vendor” shall mean, as the context requires, Vendor, its employees and agents; any firm, provider, organization, individual, or other entity performing the business activities under this RFP; and any SubContractor retained by Vendor as permitted under the terms of this RFP.

“Vendor Account Manager” shall mean a representative of Vendor who is assigned as the primary contact person whom the Purchaser Project Manager shall work with for the duration of the awarded Contract and as further defined in the section titled Vendor Account Manager.

“Vendor Contracting Officer” shall mean the person to whom signature authority has been delegated in writing. This term includes, except as otherwise provided in this RFP, an authorized representative of Vendor Contracting Officer acting within the limits of his/her authority.

“WSTC” shall mean Washington State Transportation Commission.

“WSDOT Contract Administrator” shall mean that Washington State Department of Transportation employee designated to receive legal notices, and to administer, amend, or terminate this Contract.

“WSTC Contracting Officer” shall mean the WSTC Director, or the person to whom signature authority has been delegated in writing. This term includes, except as otherwise provided in this Request for Proposals, an authorized representative of the WSTC within the limits of his/her authority.

“WTP Team” shall mean the three members of the Commission designated to guide and oversee development of the WTP.

“Project Manager” shall mean the WSTC employee designated to manage and provide oversight of the day-to-day activities under this Contract. The Project Manager shall be the primary contact with the Vendor concerning the Vendor’s performance under this Contract; provided that, the Project Manager does not have authority to accept legal notices on behalf of Washington State Transportation Commission or amend this Contract.

2. INSTRUCTIONS FOR COMPLETING AND SUBMITTING PROPOSALS

2.1. RFP Coordinator

The RFP Coordinator is the **SOLE POINT OF CONTACT** in WSDOT and WSTC for this procurement. All communication between the bidding Vendors and WSDOT or WSTC upon receipt of this RFP shall be with the RFP Coordinator as follows:

Tami Grant, RFP Coordinator

Phone: 360-705-7549

FAX: 360-705-6848

Email: grantt@wsdot.wa.gov

All RFPs must be addressed to:

If using USPS:

WA Department of Transportation
Administrative Services Contracts
Attn: Tami Grant

P.O. Box 47408

Olympia, WA 98504-7408

If using UPS, FedEx, etc

WA State Department of Transportation
Administrative Services Contracts
Attn: Tami Grant

719 Sleater Kinney Rd. SE

Lacey, WA 98503

You may use facsimile and/or email for any communication required in this RFP, EXCEPT for your formal response to this RFP (Vendor Proposal) and protest, if any. You may not send your proposals or protest by facsimile or email communication.

Communication regarding this RFP with any other WSDOT or WSTC personnel will be considered unofficial and non-binding to WSDOT and WSTC. Vendors are to rely on written statements issued by the [RFP Coordinator](#). Communication directed to parties other than the RFP Coordinator may result in disqualification of the vendor.

2.2. Schedule of Activities

All Vendors must adhere to the following schedule of activities. Vendors mailing proposals should allow normal mail delivery time to ensure timely receipt of their proposals by the [RFP Coordinator](#) listed in this RFP. Notwithstanding the provisions of RCW 1.12.070, late proposals will not be accepted, nor will time extensions be granted.

RFP SCHEDULE

Activity	Due Dates	Time
Issue RFP	June 22, 2009	
Mandatory Letter of Intent to Propose and Written Questions Due	June 29, 2009	5:00 PM
Amendment – Answers to questions	July 6, 2009	5:00 PM

Proposals Due & Administrative Screening	July 13, 2009	5:00 PM
Notify Top Vendors for Interviews	July 24, 2009	5:00 PM
Vendor Interviews	July 29, 2009	
Transportation Commission Action	August 3, 2009	
Send Notification of Apparently Successful Vendor	August 4, 2009	5:00 PM
Proposed Contract Start Date	August 17, 2009	

Times given are for Pacific Daylight Time (PDT).

2.3. Vendors Questions and Answers

Specific questions concerning this RFP must be submitted in writing to the RFP Coordinator at the address specified in Section 2.1 of this RFP. Faxed and email submission of questions is acceptable. The RFP Coordinator must receive questions no later than 5:00 p.m. the date specified in Section 2.2 Schedule of Procurement Activities.

All questions and answers will be compiled and presented in written form as an Amendment to the RFP. Only Vendors submitting a Letter of Intent to Propose will be notified via email of amendments and/or other communications regarding this RFP.

2.4. (M) Mandatory Letter Of Intent to Propose (FAX or Email Acceptable):

A letter indicating the Vendor's intent to respond to this RFP must be received by the RFP Coordinator at the address specified in Section 2.1 of this RFP, no later than the date and time listed in Section 2.2. The Vendor may submit the Letter of Intent by U.S. mail, facsimile or email. By submitting this letter, the Vendor accepts the procedure, review criteria and the administrative instructions of this RFP.

Each Vendor must include the following information in the letter of intent to propose:

1. Vendor name
2. Vendor's authorized representative for this RFP (This representative shall also be named the authorized representative identified in the vendor's proposal)
3. Name and title of authorized representative
4. Address
5. Telephone number
6. FAX number
7. Email address
8. Statement of intent to propose

Only vendors submitting a letter of intent will receive amendments and other information regarding this RFP.

Failure to submit a Letter of Intent to Propose by the deadline specified in [Section 2.2](#) will result in the rejection of the Vendor's proposal.

2.5. Amendment to the RFP

In the event that it becomes necessary to revise any part of this RFP, an amendment will be provided to all Vendors who have submitted a Mandatory Letter of Intent to WSDOT by the date specified in [Section 2.2](#).

The Vendor is instructed to disregard any oral representations it may have received. Proposal evaluation will be based on the material contained in the RFP and any amendments to the RFP that have been issued.

WSTC reserves the right to revise the RFP and/or to issue amendment(s) to the RFP. For this purpose, the answers to questions that are submitted to the [RFP Coordinator](#), together with other pertinent information, shall be provided as an amendment to the RFP.

WSTC also reserves the right to cancel or to reissue the RFP in whole or in part, prior to the execution of a contract. In the event it becomes necessary to revise any part of the RFP, an amendment will be provided to all those who submitted a Letter of Intent to Propose.

If a conflict exists between amendments, or between an amendment and the RFP, the document issued last shall take precedence.

It is incumbent upon each potential Vendor to carefully examine these requirements, terms and conditions. Should any potential Vendor find discrepancies, omissions or ambiguities in this RFP, the Vendor shall at once request, in writing, an interpretation from WSDOT's RFP Coordinator. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information shall be made, in writing, (including facsimile and email transmissions) to WSDOT's RFP Coordinator, as specified in Section 2.2, Schedule of Procurement Activities.

2.6. Right to Modify RFP Scope

WSTC reserves the right to modify the scope of the project, including adding and deleting modular functionality throughout the procurement process. This will include adding or deleting specific modules/functional areas from the final procurement.

2.7. Mandatory Response Overview

The Vendors must complete a response to each mandatory section. Proposals may be disqualified for not completing proposal sections. Each mandatory Item is noted with an [\(M\)](#).

The Vendor will be scored based on how well the Vendor meets the requirements. Failure to meet an individual requirement will not be the basis for disqualification; however, failure to provide a response may be considered non-responsive and be the basis for disqualification of the proposal. A response of "not applicable" is a valid response.

2.8. RFP Evaluation

The process for awarding this RFP may be done in phased sections. The Vendor's proposal will be evaluated based on the process outlined below. The top scoring Vendor(s) will

proceed to the next step, if necessary, in this RFP process. Proposals with tied scores will be treated equally and the tied Vendor's proposals will be moved forward to the next phase if they are among the top scoring vendors and further process is chosen.

2.9. Pass/Fail Evaluations

Vendors receiving a failing score from either the Administrative review, Financial and Business Requirements or Business References sections shall be viewed as not meeting the minimum mandatory requirements and will be eliminated from further consideration.

2.10. Proposal Interviews

Top proposals will proceed on to the interview phase. A Review Panel selected by the Commission will evaluate the proposals passing the administrative review and will also conduct the interviews. The full Commission will make the final selection of the apparent successful bidder. Proposals will be evaluated initially on a pass/fail basis based on an administrative review of the Vendor's submission of the General Requirements provided in Section 6 and **whether a complete proposal has been received.**

Review Panel evaluations will be based on the written responses submitted by Vendor to the entire RFP. The scores of the written responses will determine the top-qualifying Vendors. Each portion of the written response shall be reviewed by an evaluation team, to be designated by the Commission, which will determine the proposal most responsive to the requirements stated in this RFP. Proposals will be evaluated strictly in accordance with the requirements set forth in this RFP and any amendments, which are issued.

Written proposals will be scored as follows:

Section	Section Title	Points
	Completed RFP	Initial Pass/Fail
3.0	Technical Proposal	40 percent
4.0	Management Proposal	20 percent
5.0	Vendor's Experience	30 percent
6.0	Budget	10 percent
Total for Written Proposals		100 percent

The review panel will rank proposers, and short-listed proposers may be interviewed. Vendor's identified project manager should represent the Vendor in the interview. References will be checked for one or more of the final candidates. The Commission reserves the right to select a Contractor based solely on written proposals and to not convene oral interviews.

Oral presentations may be utilized in selecting the winning proposal. The top scoring finalists from the written evaluation may make an oral presentation, which will determine the final contract award. The Commission's RFP coordinator will contact top-scoring Vendor(s)

to schedule a date, time, and location. Commitments made by the Vendor at the oral interview, if any, will be considered binding.

Oral presentations, if requested, will be limited to one hour and thirty minutes (1:30 hrs), of which forty-five minutes (45 min.) will be for the Vendor's presentation and forty-five minutes (45 min.) for questions from the interview team. The presentation shall be led by the proponent's Project Manager and should include personnel who will be involved in the performance of the potential contract. Presentations shall include an overview of the proposed approach and project methodology they intend to use to successfully manage and control this project. References to a recent relevant successful project are desirable.

The panel will recommend a Contractor to the Commission Team, based on their evaluation of the written proposals or oral interviews, if held. The Commission team will review the recommendation and recommend a Contractor to perform the services described in this RFP to the full Commission.

2.11. Proprietary Information and Public Disclosure

Any information contained in the Vendor's proposal that is proprietary must be clearly designated. Marking the entire proposal or an entire section as proprietary will be neither accepted nor honored. If a request is made to view a Vendor's proposal, WSDOT will comply according to the Open Public Records Act, Chapter 42.56 RCW and the agency's applicable WAC. If any information is marked as proprietary in the proposal, such information will not be made available until the affected Vendor has been given an opportunity to seek a court injunction against the requested disclosure.

The Vendor should identify any materials which constitute "(valuable) formulae, designs, drawings, and research data" so as to be exempt from public disclosure under RCW 42.56.270, or any materials otherwise claimed to be exempt, along with a statement of the basis (cite applicable RCW sub-section) for such claim of exemption. Failure to so label such materials, or failure to respond in a timely matter after notice of request for public disclosure has been given, must be deemed a waiver by the Vendor of any claim that such materials are, in fact, so exempt. WSDOT's sole responsibility must be limited to maintaining the above data in a secure area and to notify Vendor of any request(s) for disclosure within a period of six (6) years from date of award.

2.12. Failure to Comply

For your response to be considered complete you must respond to all requirements of this RFP. Vendors must provide a response to all sections of the RFP. Vendor's failure to comply with any part of WSTC's request for proposal may result in the Vendor's proposal being disqualified for being non-responsive to WSTC request.

2.13. Proposal Acceptance Period

Proposals providing less than ninety (90) calendar days for Acceptance by WSTC from the due date set for receipt of proposals will be considered non-responsive and will be rejected. Proposals that do not address all areas requested by this RFP may be deemed non-responsive and may not be considered for a possible contract resulting from this RFP.

2.14. Receipt of Insufficient Competitive Proposals

If WSTC receives only one (1) responsive proposal as a result of this RFP, WSTC reserves the right to select and award the contract to the single Vendor.

2.15. Most Favorable Terms

WSTC reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms that the Vendor could offer. At its discretion, WSTC reserves the right to request best and final offers from the RFP finalists.

The Vendor must be prepared to accept this RFP for incorporation into a contract resulting from this RFP. The contract will also incorporate this RFP and the successful proposal(s). The contract may incorporate some or all of the Vendor's proposal. It is understood that the proposal will become a part of the official file on this matter without obligation to the WSTC.

2.16. Obligation to Contract

This RFP does not obligate the State of Washington or WSTC to contract for service(s) or product(s) specified herein. WSTC also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract.

2.17. Cost to Propose

WSTC will not be liable for any costs incurred by the Vendor in preparation of a proposal submitted in response to this RFP, in the conduct of a presentation, in facilitating site visits or any other activities related to responding to this RFP.

2.18. Proposal Rejections

WSTC will make the sole determination of clarity and completeness in the responses to any of the provisions in this RFP. WSTC reserves the right to require clarification, additional information and materials in any form relative to any or all of the provisions or conditions of this RFP.

2.19. Publicity

No informational pamphlets, notices, press releases, research reports and/or similar public notices concerning this project, may be released by the Apparently Successful Vendor, without obtaining prior written approval from WSTC.

2.20. Waivers

WSTC reserves the right to waive specific terms and conditions contained in this RFP. It shall be understood by Vendors that the proposal is predicated upon acceptance of all terms and conditions contained in this RFP, unless the Vendor has obtained such a waiver in writing from WSTC prior to submission of the proposal. Such a waiver, if granted, will be granted to all Vendors.

2.21. Payment Advances

State law prohibits payments in advance for anticipation of receipt of goods or services. Vendors are paid after services and products are delivered and accepted.

2.22. Conditional Sales Contract

The State may not enter into a conditional sales contract, unless the contract can be cancelled for non-allocation of funds by the legislature, with no penalty to the State.

2.23. Worker's Compensation Coverage

The Vendor will, at all times, comply with all applicable workers' compensation, occupational disease and occupational health and safety laws, statutes and regulations to the full extent applicable. Neither the State of Washington nor WSTC will be held responsible in any way, for claims filed by the Vendor or their employees for service(s) performed under the terms of this contract awarded from this RFP.

2.24. Award Based on Multiple Factors

The evaluation process is designed to award the contract to the Vendor whose proposal best meets the requirements of this RFP. The Commission will make the final decision/selection after analysis of the proposals has been submitted.

2.25. Notification to Unsuccessful Vendors

Vendors, whose proposals have not been selected, will be so notified via email.

2.26. Debriefing of Unsuccessful Vendors

Vendors who submitted a proposal and were not selected will be given the opportunity for a debriefing conference. The RFP Coordinator must receive the request for a debriefing conference within five (5) business days after the notification of unsuccessful Vendor letter is sent. The debriefing shall be held within five (5) business days of the request.

Discussion will be limited to a critique of the requesting Vendor's proposal. 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 hour.

2.27. Resolution of Complaints and Protests**2.27.1 Complaints**

A complaint may be made before a Vendor responds to a solicitation document, if the Vendor believes that the document unduly constrains competition or contains inadequate or improper criteria. The written complaint must be made to the issuing agency before the due date of the solicitation response. The agency solicitation process may however continue.

2.27.2 Protests

Protests may be made after WSTC has announced the apparently successful Vendor and after the protesting Vendor has had a debriefing conference with that agency. Protests may be made on only these grounds:

- Arithmetic errors were made in computing the score.
- There was bias, discrimination, or conflict of interest on the part of an evaluator.

A person authorized to bind the Vendor to a contractual relationship must sign the protest letter. The agency must receive the written protest within five (5) business days after the debriefing conference. It must also postpone further steps in the acquisition process until the protest has been resolved.

Individuals not involved in the protested acquisition will objectively review the written protest material submitted by the Vendor and all other relevant facts known to the agency. WSTC must deliver its written decision to the protesting Vendor within five business days after receiving the protest, unless more time is needed. The protesting Vendor will be notified if additional time is necessary.

2.27.3 Form and Content

A written protest must contain the facts and arguments upon which the protest is based and must be signed by a person authorized to bind the Vendor to a contractual relationship. At a minimum, this must include:

- The name of the protesting Vendor, its mailing address and phone number, and the name of the individual responsible for submission of the protest.
- Information about the acquisition and the acquisition method and name of the issuing agency.
- Specific and complete statement of the agency action(s) protested.
- Specific reference to the grounds for the protest.
- Description of the relief or corrective action requested.

Protests shall be addressed to:

Reema Griffith
Washington State Transportation Commission
PO Box 47308
Olympia, Washington 98504-7308

The protesting Vendor must also forward a copy of the protest to the RFP Coordinator at the same time.

Upon receipt of a protest, a protest review will be held by the Commission by Reema Griffith or her designee. All available facts will be considered, and a decision will be issued within five (5) business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay within five (5) business days of receipt of the protest.

3. MANDATORY PROPOSAL INSTRUCTIONS

3.1. Proposal Requirements

Proposing Vendors must provide all required information specified in this RFP. Proposals that do not provide all of the requested information and do not follow the required format shall be disqualified. Items marked “(M)” are mandatory and must be included as part of the proposal for the proposal to be considered responsive. A response of “not applicable” is considered responsive.

3.2. Signatures

The Submittal Letter, [Exhibit A – Certifications and Assurances](#) and [Exhibit B – Vendor Business Reference](#) must be signed and dated in by a person authorized to legally bind the Vendor to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. All required original signatures must be in blue ink only.

3.3. Letter of Submittal

The Letter of Submittal must be on official Vendor letterhead, and must be signed by a person authorized to bind your organization to a contract. Your Letter of Submittal must include the following in the order given:

1. Vendors name
2. Name and title of the Vendors authorized representative
3. Address
4. Telephone number
5. Fax Number
6. Statement that Vendor will register with the Office of Financial Management as a statewide Vendor.
7. Statement that proof of insurance shall be provided if awarded a contract

3.4. Statewide Vendor Status

Each Vendor must indicate in the submittal letter and as a condition of contract award, that they will register with the Washington State Office of Financial Management (OFM) as a statewide Vendor within ten (10) business days of notification of contract award.

3.5. Proposal Presentation and Format Requirements

The proposal should be prepared simply and economically, providing a straightforward and concise description of the Vendor’s ability to meet the requirements of this RFP. Do not use fancy bindings, colored displays or promotional material. Standard brochures are not to be included in the proposal. Emphasis should be on completeness and clarity of content.

Proposals must be prepared on standard recycled 8 ½ x 11-inch paper using separators for the major sections of the proposal and each copy to be bound by binder clips or three ring binders. Do not use “spiral” bindings.

The RFP Proposal must be set as outlined below:

- A. Letter of Submittal
- B. Financial and Business Requirements
- C. Business References
- D. Management Proposal
- E. Proposed Costs

3.6. Number of Copies

Send two (2) original and 10 identical copies of your proposal to the RFP Coordinator.

3.7. Delivery of Proposals

The proposal, whether mailed or hand delivered, must be received by the [RFP Coordinator](#) at the address specified no later than the date and time specified. Late proposals shall not be accepted and shall automatically be disqualified from further consideration. The method of delivery shall be at your discretion and it shall be at your sole risk to assure delivery at the designated office. Faxed or emailed proposals will not be accepted and will be disqualified. The [RFP Coordinator](#) shall send a notice acknowledging receipt of Vendors proposal via email by 5:00 p.m. on the above due date.

3.8. Office of Financial Management Approval

Under the provisions of Chapter 39.29 RCW and/or Chapter 16, Laws of 1991, First Special Session, Section 907, the personal services contract(s) awarded under this RFP may be required to be filed with the Office of Financial Management (OFM). No contract required to be so filed is effective and no work shall be commenced nor payment made until ten (10) working days following the date of filing, and, if required, until approved by OFM. In the event OFM fails to approve the contract, the contract shall be null and void

4. FINANCIAL AND BUSINESS REQUIREMENTS

4.1 Section Requirements

All items identified in Section 4 are mandatory (M). Vendors must provide all information requested in Section 4. Proposals that do not provide all of the requested information and do not follow the required format shall be disqualified. The section numbers and titles must be restated in Vendor's proposal.

4.2 (M) Financial Information

The Vendor must provide all information requested in the exact order specified below. This section is scored on a pass/fail basis. Failure to respond to any mandatory requirements will be viewed as non-responsive and the proposal may be disqualified.

- a. Financial Statements—The Vendor, and all Subcontractors, shall provide evidence of the firm's financial condition, sufficient in detail to demonstrate its ability to perform all the proposed Services. The submission for each firm must include audited financial statements, including all schedules, notes and the opinion of an independent accounting firm, for the three (3) most recently completed fiscal years. The statements must represent the entity submitting the proposal that will be responsible for the performance of all services, not a subsidiary or parent of the Vendor. The Vendor and all Subcontractors shall include evidence of their ability to provide the required bonding and insurance. Vendors and all Subcontractors may provide interim financial information, with a statement attesting to the accuracy of the information signed by the Chief Financial Officer of the firm, if such interim information is necessary to provide all of the required information.

All noted audit exceptions must be explained. WSDOT will accept financial statements prepared by a Vendor's financial accounting department or a professional accounting firm. WSDOT will accept financial statements audited according to either Generally Accepted Accounting Principles or Statutory Accounting Principles of the National Association of Insurance Commissioners. A statement signed by a Vendor's Chief Financial Officer certifying that the financial statements are accurate and complete must accompany all financial statements.

- b. If not a publicly held corporation, the Vendor shall provide the following information:
 - i. Business Description—Describe the proposing organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information in such a manner that would enable proposal evaluators to determine the stability and financial strength of the organization.
 - ii. Financial Statements—The Vendor, and all Subcontractors, shall provide evidence of the firm's financial condition, sufficient in detail to demonstrate its ability to perform all the proposed Services. The submission for each firm must include audited financial statements, including all schedules, notes and the opinion of an independent accounting firm, for the three (3) most recently completed fiscal years. The statements must represent the entity submitting the proposal that will be responsible for the performance of all services, not a subsidiary or parent of the Vendor. The Vendor and all Subcontractors shall include evidence of their ability to provide the required

bonding and insurance. Vendor and all Subcontractors may provide interim financial information, with a statement attesting to the accuracy of the information signed by the Chief Financial Officer of the firm, if such interim information is necessary to provide all of the required information.

- b. Banking Reference—Provide a reference from the company’s current bank to include a discussion of your business relationship, number of years with them, and standing.
 - i. Provide a credit rating and name the rating service.
 - ii. Provide a credit rating report and the name of the service providing the report. This report should be in the nature of or similar to Dun & Bradstreet’s Small Business eValuator report and include, at a minimum, information on:
 - 1. Payment performance trends.
 - 2. Status of legal filings, if any, such as bankruptcies, judgments, liens, lawsuits.
 - 3. Indicate if the company has ever been turned over to a collection agency for non-payment and, if so, describe the circumstances.
- c. Tax Information—The Vendor shall provide its Federal Employer Tax Identification number and the Washington Uniform Business Identification number issued by the State of Washington Department of Revenue.
- d. Provide information regarding the Vendor’s and all subcontractors’ solvency:
 - i. Has the Vendor or Subcontractors filed or been petitioned into bankruptcy or insolvency? If yes, provide details.

Has the Vendor been cited or threatened with citation within the last five (5) years by federal or any state regulators for violations of any federal or state law and impending regulations? If yes, provide details, including the nature and outcome of the situation.

4.3 (M) Business Description and Organization

- a. Business Identification—The Vendor shall provide an overview of the Vendor, including but not limited to the following:
 - i. Vendor’s name and address and main business location.
 - ii. The location of the facility from which the Vendor would operate, and the telephone number, fax number, and e-mail address.
 - iii. Vendor’s start-up date.
 - iv. Vendor’s applicable Standard Industrial Classification (SIC) codes.
- b. Company Officers—The Vendor shall provide the names, addresses, and telephone numbers of principal officers (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.). State the name, the title or position, address, e-mail address, and fax and telephone numbers of the individual who would have primary responsibility for the Project resulting from this RFP. Disclose who within the Vendor organization will have prime responsibility and final authority for the work under the proposed contract. Name other individuals providing service on the Project.

- c. Legal Status—The Vendor shall specify the legal status of the Vendor (sole proprietorship, partnership, corporation, etc.), the year the entity was organized to do business, and the history of the legal status.
- d. Previous State Contracts—The Vendor shall identify all current and previous contracts with the State of Washington. Include agency, contract name, contract number, and agency point of contact (name, address, telephone).
- e. Former Employee Status—If any employee of the Vendor or Subcontractor was an employee of the State of Washington during the past twenty-four (24) months, or is now an employee of the State of Washington, the Vendor shall identify the individual by name, State agency previously or currently employed by, job title or position held, and separation date. If none, the Vendor shall so state.
- f. Subcontractor Information—If any functions will be performed by a Subcontractor, the Vendor shall supply the Subcontractor's response to the information requested in Section 6.
- g. Contract Terminations—If the Vendor or any of their subcontractor(s) has had a contract terminated for default in the last five (5) years, the Vendor must describe such incident. 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. Submit full details of the terms for default. Identify the other party, its name, address, and telephone number. Present the Vendor's position on the matter. WSDOT will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If the Vendor or any of their subcontractor(s) has experienced no such termination for default in the past five (5) years, the Vendor shall indicate accordingly.
- h. Proof of Insurance—The Vendor shall indicate that they will provide proof of insurance, as a condition of contract award, from the Vendor's insurance carrier, outlining the extent of the Vendor's liability coverage. The Vendor will be required to obtain and keep in force, at its own expense, liability insurance during the term of the contract. The Vendor will be required to furnish evidence to WSDOT within fifteen (15) days of receipt of notice of award, in the form of a Certificate of Insurance, that insurance will be provided.
- i. Liability Insurance—The Vendor shall state that they currently hold insurance that meets or exceeds the limits set forth in the sample contract or they agree to acquire the necessary insurance within fourteen (14) working days of contract execution. The Vendor will be required to carry and maintain insurance as defined herein at all times during the term of the contract.
- j. Additional Provisions—The required insurance policies shall include the following provisions:
 - i. Additional Insured—The State of Washington and all authorized contract users shall be specifically named as an additional insured on all policies. All policies shall be primary over any other valid and collectable insurance.
 - ii. Material Changes—Forty-five (45) Calendar Days written notice shall be given to the State prior to termination of or any material change to the policy(ies) as it relates to

this contract, provided that thirty (30) Calendar Days written notice shall be given for surplus line insurance cancellation for nonpayment of premiums. Such notice shall not be less than ten (10) Calendar Days prior to such date.

- iii. Identification—Policy shall reference the State’s contract number and name WSTC.
- iv. Insurance Carrier Rating—An insurance company authorized to do business within the State of Washington shall issue the insurance required above. Insurance shall be placed with a carrier that has a Best’s rating of A- or higher. The risk manager for the State of Washington shall approve any exception.
- v. Excess Coverage—The limits of all insurance required to be provided by the Vendor shall be no less than the minimum amounts specified. However, coverage in the amounts of these minimum limits shall not be construed to relieve the Vendor from liability in excess of such limits.
- k. Litigation. There is no pending, or to the best of Vendor’s knowledge, there is no threatened lawsuit or material claim against or relating Vendor, which may impede or materially affect Vendor’s ability to perform the terms of the Contract.
- l. Full Disclosure. No representation or warranty by Vendor in its proposal or in any instrument, certificate or statement furnished to WSDOT pursuant hereto, or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact or fails to state a material fact which is necessary to make the statements set forth therein not false or misleading.
- m. Contracts. There are no contracts or other obligations outstanding for the sale, exchange, or transfer of Vendor’s business interests in relation to the Vendor’s performance of the Contract, or any portion thereof.
- n. Future Agreements. With respect to the period prior to Contract execution from and after the date Vendor submits its proposal, unless this Agreement is terminated in accordance with its terms, Vendor shall not enter into any agreement, contract, commitment, lease or other transaction that affects its business description or organization as provided in the proposal.

4.4 (M) Contract Terms and Conditions

- a. The apparent successful Vendor is expected to enter into a Contract that is substantially the same as the Contract attached as Exhibit C. In no event is a Vendor to submit its own standard contract terms and conditions in response to this solicitation.
- b. Vendor may request exceptions to specific terms of the Contract. WSTC will review requested exceptions and accept or reject the same at its sole discretion but ONLY MINOR MODIFICATIONS AND/OR ADDITIONS will be open to exceptions.
- c. In the event Vendor desires to take exception to a Contract term(s), Vendor shall identify all exceptions, modifications, and/or additions in Exhibit C to the proposal, which shall be in substantially the same form as Exhibit C to this RFP. Each item listed in the Exhibit C, if any shall be clearly marked “Mandatory” or “Proposed” as set forth below in this section. In Vendor shall identify each proposed exception, modification, and/or addition in the following format:

1. State the page number of this RFP.
2. State the Contract paragraph in full.
3. State the proposed revised paragraph verbiage in full.
4. **State for each submitted exception, modification and/or addition one of the following two categories:**

(i) **Mandatory**: A Vendor submitting a mandatory exception, modification, and/or addition, is declaring that the change is a requirement within its proposal. If the change is not acceptable to WSTC, then the Vendor does not want its proposal to be considered or evaluated by WSTC.

(ii) **Proposed**: A Vendor submitting a proposed exception, modification, and/or addition, is asking that WSTC consider it, and if acceptable to WSTC, include the proposed wording in any resulting Contract.

d. **The Vendor must state in its proposal one of the two following statements in its proposal:**

“<Vendor Name> accepts the terms of the Personal Services Contract BETWEEN WASHINGTON STATE TRANSPORTATION COMMISSION AND <Vendor Name>.”

or

“<Vendor Name> accepts the terms of the Personal Services Contract BETWEEN WASHINGTON STATE TRANSPORTATION COMMISSION AND <Vendor Name>, EXCEPT FOR those areas identified in Exhibit C to this RFP Proposal.”

5. BUSINESS REFERENCES

5.1. (M) Vendor Must Provide Business References

The Vendor must supply names, addresses and telephone numbers of a minimum of three (3) non-Vendor owned business references for which the Vendor has completed similar work within the last two (2) years. Include a brief description of the type of service provided. All customer references should be of comparable size and complexity to the WSTC project. The Vendor must grant permission to WSTC to independently contact the references at WSTC's convenience. Do not include current WSTC staff as references. Appendix A provides a worksheet that must be completed for each of the references.

5.2. (M) Vendors Recent and Relevant Experiences

The Vendor must provide a brief statement for three (3) relevant experiences in the past 24 months in sufficient detail to demonstrate to WSTC their capability in delivering.

6. MANAGEMENT PROPOSAL

WSTC is seeking proposals from a consultant to work with Staff, the Commission WTP Team, and the WTP Advisory Group to develop a 20-year statewide transportation plan. The Transportation Commission will adopt and forward the WTP to the Governor and Legislature by December 2010.

The purpose of the Washington Transportation Plan (WTP) is to:

- Establish a 20-year vision for the development of the statewide transportation system
- Identify the total unfunded statewide need over 20 years
- Identify significant statewide transportation issues
- Recommend statewide transportation policies and strategies to the legislature and Governor (*RCW 47.01.071(4)*)

The WTP will identify key trends, constraints and external influences that will significantly impact transportation in the state. It will describe a clear vision of how the statewide transportation system should evolve in response to those trends to provide mobility and access to the residents and businesses of Washington State and the policy and fiscal steps needed to move from the system of today to the system of tomorrow.

6.1. (M) Project Management

6.1.1. (M) Proposing Vendor's Project Organization Chart

The Vendor must provide a project organizational chart indicating lines of authority for personnel and consultants who will be involved in the performance of this potential contract, and indicate other work responsibilities beyond this contract, that would be required of the assigned staff. This chart must also show lines of authority to the next senior level of management.

6.1.2. (M) Proposing Vendors Responsibilities and Qualifications

The Vendor must identify responsibilities and roles of the staff and any consultants that will be assigned to this project and the amount of time each will be assigned to the project.

6.13 (M) Working Relationship with Transportation Commission

The vendor shall work closely with the Commission and its staff, and in doing so, should plan for bi-weekly conference calls for status reports and updates on the project.

6.2. Statement of Work

Facilitation and Meeting Management. The Vendor(s) selected for the contract shall be responsible for meeting the requirements of this RFP. The Vendor (also referred to as Contractor) shall be responsible for working with staff and the Advisory Group Lead to develop meeting agendas, facilitate Advisory Group meetings to accomplish specific goals and deliverables, assist with meeting arrangements, notices, etc., as needed.

Vision and Outline. Based on a vision and outline for the Plan currently being developed and scheduled to be approved by the Commission in Fall 2009, the Vendor will work with staff, consultants, and the Advisory Group to draft, edit and deliver to the Commission a Draft Plan by Summer 2010.

Original research is not required for the WTP; rather, the Vendor, Staff and the Advisory Group will gather existing data from various sources and rely on the Vendor to synthesize that data.

Plan Development. The WTP must, at a minimum:

- Be a comprehensive and balanced statewide transportation plan
- Be consistent with state's growth management goals
- Be based on the transportation policy goals of RCW 47.04.280:
 - Safety;
 - Preservation;
 - Mobility;
 - Environmental Quality;
 - Stewardship.
- Reflect the priorities of government
- Address local, regional needs, including multimodal transportation planning
- Establish a vision for development of the statewide system
- Identify significant transportation policy issues
- Recommend policies and strategies that:
 - Will meet the needs of the people of the state for safe and efficient transportation services
 - Provide for integrated, intermodal systems
 - Define the role of the state, regional, and local governments in determining transportation policies, transportation planning, and in implementing the state transportation plan
 - Integrate the statewide transportation plan with the needs of the elderly and persons with disabilities

The WTP will address and highlight the following topics:

- **The State of the Transportation System.** Maps, text and visual aids will provide an overview of the entire state transportation system, including city streets, county roads, reservation roads, state highways, state and local ferries, transit and other public transportation, freight and goods movement, public and private air travel, and bicycle and pedestrian systems.
- **Accomplishments since the last WTP.** Report on what has been accomplished since the issuance of the current WTP, including accomplishments related to the

stated policy goals. Briefly identify **major** programmatic policy initiatives and projects completed or underway since the January 2007 adoption of the current WTP.

- **Long-Term System Needs.** At a minimum, discuss the transportation infrastructure gap for cities, counties, regions, and transit districts; the declining value and viability of fuel tax as a revenue source and factors/ forces contributing to the decline; possible new funding approaches/ sources; etc.
- **Priority Issues in Transportation Policy and Funding; and**
- **Policy and Funding Recommendations.** Recommend and illustrate a vision for a transportation future in 2030 using maps, text and visual aids. Identify and discuss the legal and policy obstacles to reaching the 2030 vision and recommend specific policy and fiscal measures to the Governor and Legislature necessary to achieve that vision, including both the state funded and operated parts of the transportation system and those parts of the system funded and/or operated by local government. Identify action milestones, including near-term, mid-term and long-term targets, designed both to measure progress toward achieving the vision and to signal the need to consider alternative policy and fiscal paths.

Communication and Outreach Strategies. The Vendor will provide communication and public outreach support to provide comprehensive, coordinated and consistent information to the public, the Advisory Group, federal, state, local and private interests. The Vendor shall develop, propose and, in consultation with Staff, implement a variety of public outreach components, which may include traditional outreach meetings, one or more surveys, e-town hall meetings, using knowledge networks, and open houses. The outreach program also should include strategies to document, consider of and respond to public comment and public input.

The Vendor will develop and implement a Media Plan in consultation with Staff. At a minimum, the Media Plan shall include media strategies that complement and enhance the public outreach components. The Media Plan shall include a roll-out strategy for the plan adoption in December 2010 aimed at both the general public, the Legislature, and the Governor. This may include planning, scheduling and preparing for commissioners to engage editorial boards and radio talk shows, as well as drafting op-ed pieces for newspapers.

The vendor shall design and publish draft and final copies of the plan, to be available in both printed and CD format.

6.3. (M) Project Plan

Vendors must submit an implementation project plan in their proposal that will be followed for this project.

The project plan must outline, at a general level, the vendor's proposed approach, resources, proposed schedule, activities, tasks, and deliverables required to implement the Vendor's proposal.

6.4. (M) Detailed Implementation Plan

Upon contract award, the successful vendor must provide a detailed implementation work plan within 5 days of contract award.

6.5. (M) Issue Resolution

The Vendor and WSTC will jointly establish an issue resolution and communication process.

As a part of their proposal, each Vendor must describe their proposed process, consider the entire solution implementation, indicate requirements for the issue of documentation, tracking, and communications, explain by whom and how issues should be resolved and justify the recommendation.

Vendor's descriptions must describe in detail how they intend to track, prioritize, escalate, and resolve issues in a timely manner. It is expected that once an issue is identified, discussed and evaluated, a resolution plan will be in place within five (5) days. Vendor must include examples of forms or documents used to manage Issue Resolution.

7. TECHNICAL REQUIREMENTS

7.1. Section Requirements

Vendor must provide all required information specified in this RFP. Proposals that do not provide all of the requested information and do not follow the required format shall be disqualified. Items marked “(M)” are mandatory and must be included as part of the proposal for the proposal to be considered responsive. A response of “not applicable” is a valid response.

8. PROPOSED COSTS

8.1. (M) Section Requirements

Vendor must provide all required information specified in this RFP. Proposals that do not provide all of the requested information and do not follow the required format shall be disqualified. Items marked “(M)” are mandatory and must be included as part of the proposal for the proposal to be considered responsive. A response of “not applicable” is a valid response.

8.2. (M) Award Not Based On Price Alone

The evaluation process is designed to award this procurement not necessarily to the Vendor with the least cost, but rather to the Vendor whose proposal best meets the requirements of this RFP.

8.3. (M) State Sales Tax

The Vendor shall be required to collect and pay Washington State sales tax, if applicable. Any pricing offered by Vendor shall be inclusive of sales tax, business and occupation tax, and any other taxes or fees for doing business in the State of Washington that may apply.

8.4. (M) Travel, Hotel Per-Diem Costs

All travel and per diem will be the responsibility of the Vendor and should be considered when preparing the Cost Proposal. No separate allowances or fees will be paid for travel or per diem for the Vendor or Vendor agents.

8.5. (M) Identification of Costs

In this section of the proposal, the Vendor is to identify all costs to be charged for performing the tasks necessary to accomplish the objectives of the contract. The Vendor is to submit a fully detailed budget including staff costs and any non-labor expenses necessary to accomplish the tasks and to produce the deliverables under the contract.

8.6.1. (M) Additional Required Identification of Costs

The Vendor must list any additional costs required to implement their proposal. All Additional Required Costs identified shall be included as part of the Total Proposal Cost.

8.6.2. (M) Subcontractor Identification of Costs

The Vendor must separately specify and price any subcontractor’s cost if applicable on a separate Exhibit. The word “SUB-CONTRACTOR” in bold letters must be clearly printed across the top of each page of the documents.

If any functions will not be performed by a subcontractor, Vendor must state “Not applicable” to this section in its proposal.

8.6.3. (M) OMWBE COSTS

If Vendor and/or subcontractor(s) are certified by the Office of Minority and Women’s Business Enterprises are proposed, the Vendor must set out in the Cost

Proposal the portion to be paid to the certified MBE and/or the WBE firm. Costs for subcontractors, which are not certified, are also to be broken out separately.

8.6.4. (M) Optional Identification of Costs

The Vendor may list any optional costs of products that are not required to implement their proposed solution, but may be of benefit to WSTC for the proposed solution. Any identified optional product costs will not be included as part of the Total Proposal Cost

8.6. (M) Rates

Proposed staff should be identified by name, hourly rate, and expected use during contract performance. The Vendor shall charge the WSTC only for staff specifically authorized by the WSTC to perform work at the rates set forth in the contract.

9. EVALUATION OF PROPOSALS

9.1 Evaluation Procedure

The evaluation process is designed to award this procurement not necessarily to the Vendor of least cost, but rather to the Vendor whose proposal best meets the requirements of this RFP. However, Vendors are encouraged to submit proposals that are consistent with State government efforts to conserve state resources.

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this solicitation and any addenda issued. The evaluation of proposals shall be accomplished by an evaluation team, to be designated by WSTC, which will determine the ranking of the proposals.

A WSTC selection committee will evaluate responses to the Request for Proposals. The evaluation/selection process will consist of an evaluation of the written proposal and may require an interview.

9.2 Reservation of Right to Adjust Vendor Responses during Evaluation

WSTC may, at its sole discretion, select or reject individual items being proposed by the Vendor. As part of the evaluation and selection process, WSTC may find it necessary to add or delete Services from the Vendor's response in order to make equivalent comparisons.

WSTC reserves the right to acquire Services based on this RFP or to issue further solicitations to identify alternate providers when it appears to be in the best interests of WSTC.

9.3 RFP Evaluation

The process for awarding this RFP may be done in phased sections. The Vendor's proposal will be evaluated based on the process outlined below. The top scoring Vendor(s) will proceed to the next step, if necessary, in this RFP process. Proposals with tied scores will be treated equally and the tied Vendor's proposals will be moved forward to the next phase if they are among the top scoring vendors and further process is chosen. Specific Criteria for RFP Evaluation:

Criteria for Evaluation		
RFP Compliance	Pass/Fail	
Business References	Pass/Fail	
Financial/Business Requirements	Pass/Fail	
Management Proposal	20 %	Points
Technical Proposal	40 %	Points

Vendor's Experience	30%	
Budget	10 %	Points
Total Possible Score	100%	1000 Points

9.5 Pass/Fail Evaluations (Minimum Mandatory Requirements)

Vendors receiving a failing score from either the Administrative review, Financial and Business Requirements or Business References sections shall be viewed as not meeting the minimum mandatory requirements and will be eliminated from further consideration.

EXHIBIT A - STATE CERTIFICATIONS AND ASSURANCES

I/we 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(s):

The prices and/or data have been determined independently, without consultation, communication, or Contract with others for the purpose of restricting competition, as to any matter relating to such prices with any other Vendor. However, I/we may freely join with other persons or organizations for the purpose of presenting a single Proposal.

The attached Proposal is a firm offer for a period of one hundred twenty (120) days following receipt, and it may be accepted by Washington State Transportation Commission (WSTC) without further negotiation at any time within the one hundred twenty 120-day period. In the case of protest, the protester's Proposal remains valid until the protest is resolved or the one hundred twenty (120) day offer period expires, whichever is later.

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 RFP 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 Proposal bid. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)

I/we understand that WSTC will not reimburse me/us for any costs incurred in the preparation of this Proposal. All Proposals become the property of WSTC, and I/we claim no proprietary right to the ideas, writings, items, or samples. Submission of the attached Response constitutes Contract to abide by the procedures described in the RFP document.

No attempt has been made or will be made by the Vendor to induce any other person or Vendor to submit or not to submit a Proposal for the purpose of restricting competition.

Signature/Title

Vendor Name

Printed Name

Date

EXHIBIT B - VENDORS BUSINESS REFERENCES

Vendor		
Reference Name		
Contact Person 1		
Contact 1 Phone Fax Numbers		
Contact 1 Email address		
Contact Person 2		
Contact 2 Phone Fax Numbers		
Contact 2 Email Address		
Type of Business		
Original Amount of Contract		
Number of claims and or disputes by either party		
Identify any subcontractors performing 20% or more of contracted work		

By signing this form, Vendor acknowledges and gives WSTC permission to contact the Reference listed above at WSTC's convenience.

Signature

Date

Printed Name

Title

EXHIBIT C – SAMPLE CONTRACT

EXHIBIT D – FIXED BID CERTIFICATION

ACQ-2009-0610-RFP

State your Firm's total fixed cost, including Business Analysis, travel and per diem, and all other associated costs as specified in Section 8, Fixed-Price Bid for the tasks as defined in Section 7 of this RFP.

\$_____ Fixed-Price Bid

I hereby certify and acknowledge that this is a fixed bid proposal for delivery of a Business Analysis that it includes all Costs for performing the tasks as defined in Section 7 of this RFP.

Signature

Name:

Firm's Name:

END OF DOCUMENT