

Request for Qualifications and Quotes (RFQQ) (Contract #05414)

Human Resource Performance Management Consulting Services

Projected Procurement Schedule:

- (1) Solicitation posted October 7, 2014
 - Posted and available for download from [WEBS](#)
- (2) Question & Answer period October 7, 2014 - October 21, 2014
 - Projected publishing date of answers
 - Posted and available for download from [WEBS](#)
- (3) Amendment(s) issued; if applicable As necessary
 - Posted and available for download from [WEBS](#)
- (4) **Response Due Date and Time** **October 29, 2014 at 2:00 PM Pacific**
- (5) Anticipated Award November 12, 2014

Procurement Coordinator:

Breann Aggers (360) 407-9416

CONTENTS

1	SOLICITATION OVERVIEW	3
1.1	Acquisition Authority	3
1.2	Definitions	3
1.3	Contract Formation	5
1.4	Proposed Master Contract.....	5
1.5	Solicitation Amendments	6
1.6	Incorporation of Documents into Contract.....	7
1.7	Right to Cancel	7
1.8	Non-Endorsement and Publicity	7
1.9	Minority and Women Owned Business Enterprises (MWBE)	7
1.10	Veteran-Owned Business Enterprise	7
2	SUMMARY OF OPPORTUNITY	8
2.1	Background.....	8
2.2	Purpose	9
2.3	Contract Description Scope	10
2.4	Estimated Usage	10
2.5	Term	10
2.5.1	<i>Master Contract Term</i>	10
2.5.2	<i>Transition Process</i>	10
2.5.3	<i>Program Management</i>	10
2.5.4	<i>Second Tier Contracts</i>	11
2.5.5	<i>Additional Enrollment Opportunities</i>	11
2.6	Purchasers.....	12
2.6.1	<i>Delegation of Authority</i>	12
2.7	Award.....	12
3	TIMELINE	12
3.1	Projected Procurement Schedule.....	12
3.1.1	<i>This Solicitation</i>	12
3.2	Bidder Questions	12
3.3	Information Availability.....	13
3.4	Optional Bidder Debriefing	13
3.5	Protest Procedures	13
4	INSTRUCTIONS TO BIDDERS	14
4.1	Authorized Communication	14
4.2	Bidder Communication Responsibilities	14
4.3	Bidder Authorized Representative.....	14
4.4	Washington's Electronic Business Solution (WEBS)	14
4.5	Bidder Responsiveness.....	15
4.6	Withdrawal or Modification of Response	15
4.7	Proprietary or Confidential Information.....	15
5	BIDDER QUALIFICATIONS	16
5.1	Established Business	16
5.2	Federal Funding	16
5.3	Federal Restrictions on Lobbying	16
5.4	Debarment	16
5.5	Use of Subcontractors	16
5.6	Bidder Technical Requirements	17

6	SUCCESSFUL BIDDER RESPONSIBILITIES	17
6.1	No Costs or Charges	17
6.2	Post Award Conference.....	17
6.3	Fees and Reporting	17
6.4	Contract Management	17
6.5	Insurance	17
6.6	Statewide Payee Desk	18
7	PRICING	18
7.1	Overview	18
7.2	Financial Grounds for Disqualification	18
7.3	Taxes.....	18
7.4	Price Quotation	18
7.5	No Best and Final Offer	18
7.6	Miscellaneous Expenses	18
7.7	Price Adjustments.....	19
8	Preparation of Responses.....	20
8.1	Delivery.....	20
8.2	Due Date and Time	20
8.3	Identification.....	20
8.4	Email / File Size	20
8.5	Format	21
8.6	Required Submittals / Checklist.....	21
	<input type="checkbox"/> Appendix A, <i>Certifications and Assurances</i> ; Signature Required.....	21
	<input type="checkbox"/> Appendix D, <i>Bidder Profile</i>	21
	<input type="checkbox"/> Appendix E, Hourly Rate and Qualifications	21
	<input type="checkbox"/> Solicitation Amendments (As applicable)	21
9	EVALUATION AND AWARD	22
9.1	Award Criteria	22
9.2	Evaluation	22
9.2.1	<i>Initial Determination of Responsiveness</i>	22
9.2.2	<i>Evaluation</i>	22
9.2.3	<i>Appendix E – Not-To-Exceed (NTE) Hourly Blended Rate Pricing</i>	23
9.2.4	<i>Appendix E – Five Year Experience Requirement</i>	23
9.2.5	<i>Responsibility</i>	23
9.3	Selection of Apparent Successful Bidders	23
9.4	Tier Two Traditional Competitive Process (<i>Informational Only</i>).....	24
	APPENDICES.....	25
	Appendix A, <i>Certifications and Assurances</i>	25
	Appendix B, <i>Proposed Master Contract</i>	25
	Appendix C, <i>Compliant, Debrief and Protest Procedures</i>	25
	Appendix D, <i>Bidder Profile</i>	25
	Appendix E, <i>Hourly Rate and Qualifications</i>	25

1 SOLICITATION OVERVIEW

1.1 Acquisition Authority

The Washington State Department of Enterprise Services (DES), issues this Request for Qualifications (RFQ or Solicitation) acting under the authority of the Revised Code of Washington (RCW) [39.26](#) which regulates the manner in which state agencies may acquire services.

1.2 Definitions

Agency - State of Washington institutions, the offices of the elective state officers, the Supreme Court, the court of appeals, the administrative and other departments of state government, and the offices of all appointive officers of the state. "Agency" does not include the legislature but does include colleges, community colleges and universities who choose to participate in state contract(s).

Amendment- A change to a legal document. Solicitation: For the purposes of a solicitation document, an amendment shall be a unilateral change issued by DES, at its sole discretion. Contract: An agreement between the parties to change the contract after it is fully signed by both parties. Such agreement shall be memorialized in a written document describing the agreed-upon change including any terms and conditions required to support such change. An Order Document shall not constitute an amendment to a contract.

Apparent Successful Bidder - A Bidder who is recommended for Award after evaluation of Responses.

Amendment - A change to a legal document. For the purposes of a Solicitation document, an amendment shall be a unilateral change issued by DES, at its sole discretion.

Authorized representative - An individual designated by the bidder or contractor to act on its behalf and with the authority to legally bind the bidder or contractor.

Authorized signature- An individual with the authority to legally bind the bidder or contractor concerning the terms and conditions set forth in solicitation, response and contract documents.

Award - DES's acceptance of a Bidder's offer to enter into a Master Contract.

Bid - A sealed written offer to perform a contract to provide materials, supplies, services, and/or equipment in reply to an Invitation For bid (IFB).

Bidder - A Bidder who submits a Response to a Solicitation.

Business Days - Monday through Friday, 8:00 AM to 5:00 PM, Pacific Time, except for holidays observed by the state of Washington.

Calendar days- Consecutive days of the year including weekends and holidays, each of which commence at 12:00:01 a.m. and end at Midnight, Pacific Time. When "days" are not specified, Calendar Days shall prevail.

Contract - An agreement, or mutual assent, between two or more competent parties with the elements of the agreement being offer, acceptance, and consideration.

Contract administrator - The individual authorized by DES who is responsible for administration of a contract.

Confidential Information - Information that may be exempt from disclosure to the public or other unauthorized persons under either RCW 42.56 or other state or federal statutes. Confidential Information includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card Information, payroll/labor data, driver's license numbers, medical data, law enforcement records, agency source code or object code, agency security data, and information identifiable to an individual. Purchasers may identify additional confidential information in a Second Tier Contract. Confidential information also includes any personal information under the provisions of RCW 19.255.010 and RCW 42.56.590

Contractor - An individual, company, corporation, firm, or combination thereof with which DES enters into a Master Contract for the procurement of materials, supplies, services, and/or equipment. It shall also include any subcontractor retained by a Contractor as permitted under the terms of the Master Contract.

Department of Enterprise Services (DES) - An agency serving state government and the citizens of Washington.

Intent to Award - A notice which recommends Award.

Late bids or proposals- A bid or proposal received at the place specified in the solicitation after the time designated for all bids or proposals to be received.

Master Contract - The document formalizing the agreement between the parties pursuant to this Solicitation, together with all incorporated schedules and exhibits, including the Solicitation, the Response, all Second Tier Contracts, and all Amendments.

Price - The not-to-exceed hourly rate(s) quoted by a Bidder in a Response as outlined in this Solicitation to be charged, as applicable, for services rendered under any Master Contract and any separate Second Tier Contract. All prices shall be quoted and paid in United States dollars.

Prequalified Bidder Pool - Bidders who have been vetted and selected through a competitive qualification process.

Procurement Coordinator - The individual authorized by DES who is responsible for conducting a specific Solicitation.

Proposal - A sealed written offer to perform a contract to supply materials, supplies, services, and/or equipment in reply to a Request For Proposal (RFP).

Purchaser - An authorized user of the Master Contract, as identified in the Solicitation, who may or actually does make purchases of material, supplies, services, and/or equipment under the resulting Master Contract.

Request for Qualifications (RFQQ) - A Solicitation for Bidder qualifications issued by DES.

Response - A submittal prepared and delivered to DES in accordance with this Solicitation. The Response shall include all required submittals as of the date set forth in the Solicitation schedule or as further requested by DES.

Responsible - The capability in all respects of performing all Master Contract requirements in full and meeting the elements of responsibility. (See [RCW 39.26.160 \(2\)](#))

Responsive - Conforming in all material respects to the terms and conditions, the specifications, and other requirements of a Solicitation.

Sealed Bid- A formal submission from a bidder submitted in response to a solicitation. It is submitted in a sealed manner to prevent its contents from being revealed before the time and date set for the bid opening.

Second Tier Contract - The contractual document issued pursuant to a master contract by a Purchaser and executed between the Purchaser and Contractor.

Second Tier Solicitation - The Solicitation document developed and issued by the Purchaser to Contractors to request Responses responsive to the Purchaser's requirements.

Services - Those services provided by Bidder relating to this Solicitation and that are appropriate to the scope of this Solicitation.

Solicitation - This Request for Qualifications, and any Amendments or revisions thereto, used as a Solicitation document.

Specifications - The explicit requirements furnished with a competitive Solicitation upon which a purchase order or Master Contract is to be based. Specifications set forth the characteristics of the goods and/or services to be purchased or sold so as to enable the Bidder or supplier to determine and understand requirements of the Purchaser. Specifications may be in the form of a description of the physical or performance characteristics, a reference brand or both. It may include a description of any requirement for inspecting, testing, or preparing a material, equipment, supplies, or service for delivery.

State - The state of Washington acting by and through DES or the Purchaser.

Subcontractor - One not in the employment of a Contractor, who is performing all or part of the business activities under a Master Contract resulting from this Solicitation, or any separate Second Tier Contract with Contractor. The term "subcontractor" means a subcontractor of any tier.

Washington's Electronic Business Solution (WEBS) - The Contractor registration and Bidder notification system maintained by DES located at: [WEBS for Vendors](#).

1.3 Contract Formation

A Response submitted to this Solicitation is an offer to Contract with DES. A Response becomes a Contract only when accepted, awarded in writing and signed by both parties. Contracts resulting from this Solicitation will be designated as Master Contracts which are intended to support the as-needed consultation and staff augmentation requirements of authorized Purchasers, which include on-site labor and other services as described herein.

1.4 Proposed Master Contract

A proposed Master Contract is included as [Appendix B, Proposed Master Contract](#). The Solicitation document may reference and may link to the proposed Master Contract as a safeguard against language inconsistencies.

To be responsive, a Bidder must indicate a willingness to enter into a Master Contract substantially the same as the proposed Master Contract in [Appendix B, Proposed Master Contract](#) by signing and including the Certifications and Assurances in [Appendix A, Certifications and Assurances](#) as part of its company's Response.

Under no circumstances is a Bidder to submit their own standard Contract terms and conditions. Instead, a Bidder must review and identify the problematic language, state the issue, and propose alternate language or a proposal for Contract modification.

The foregoing should not be interpreted to prohibit either party from proposing additional Master Contract terms and conditions during negotiation of the final Master Contract or Amendment, DES, at its sole discretion, reserves the right to negotiate improvements to responsive and responsible bid submittals.

Exceptions to the proposed Master Contract terms and conditions must be proposed during the question and answer period.

All services to be performed for a Purchaser under this Master Contract shall be documented in separate Second Tier Contracts established between the Purchaser and the Contractor. Second Tier Contracts should reference the Master Contract number, and include, the scope of work to be performed, projected timeline, the estimated total cost of the project, and authorized signatures of both parties. A Second Tier Contract template will be posted to the DES webpage along with a user guide. DES or Purchaser may revise the template in any fashion necessary.

Individual Second Tier Contracts may include additional or conflicting terms and conditions as determined by the Purchaser. In the event of any conflict, the Second Tier Contract shall prevail.

1.5 Solicitation Amendments

DES reserves the right to revise the schedule or other portions of this Solicitation at any time. 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. All changes must be authorized and issued in writing by the Procurement Coordinator. If there is any conflict between Amendments, or between an Amendment and the Solicitation, 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.

Bidders may be required to sign and return Solicitation Amendments with their Response. Bidders must carefully read each Amendment to ensure they have met all requirements of the Solicitation.

In the event that Solicitation Amendments are required as a submittal, Bidder must complete, sign and scan and include any Solicitation Amendments issued.

- Expectation: One separate email attachment of a completed signed and scanned amendment file; labeled in accordance with the file naming convention specified below.
- File naming convention: BidderName_AMD_01.pdf, BidderName_AMD_02.pdf, BidderName_AMD_03.pdf, etc.
- In the contents of this file, Bidders must observe the following:
 - Do not include any exceptions, comments or special notations in this document.
 - Do not make any changes to this document other than to enter data where requested and sign.

1.6 Incorporation of Documents into Contract

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

1.7 Right to Cancel

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

1.8 Non-Endorsement and Publicity

In selecting Bidders, neither DES nor Purchasers are endorsing the Bidder's products or services, nor suggesting that they are the best or the only solution to their needs.

1.9 Minority and Women Owned 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 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. The authors of the Solicitation have set a goal of 10 percent participation. In addition, the state welcomes participation by self-identified minority and woman owned firms and strongly encourages such firms to become certified by OMWBE.

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, no minimum level of MWBE participation shall be required as a condition for receiving an award, and Bids 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 are encouraged to contact [Office of Minority and Woman Owned Business Enterprise](#) (OMWBE) to obtain information on becoming a certified firm, or to obtain information on other 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.

Following Award, Contractors:

- Will present a company Diversity Plan which includes how their company exercises responsibility in the community through utilization of WBE, MBE, veteran owned and small businesses;
- who are MWBE or intend to use MWBE subcontractors are encouraged to identify the participating firm(s) to OMWBE.

1.10 Veteran-Owned Business Enterprise

DES strongly encourages participation of businesses owned by veterans. No minimum level of veteran-owned business participation is required as a condition of receiving an Award and no preference will be included in the evaluation of Responses in accordance with chapter 43.60A RCW.

2 SUMMARY OF OPPORTUNITY

2.1 Background

The Human Resource Performance Management Consulting Services RFQQ is a competitively-bid, "Two Tier" contracting program administered by the Department of Enterprise Services (DES) in which prequalified Contractors provide categorized services to eligible DES customers.

Second Tier Overview:

- A. "First Tier" Solicitations: Prequalification is established through an open and competitive solicitation process coordinated by DES. Master Contracts are then established and administrated by DES with prequalified Contractors.
- B. Second-Tier: Following the first-tier process, when a customer has a specific need, the customer drafts a second tier solicitation which is a competitive opportunity to invite responses from the prequalified pool established through the first-tier from the appropriate category or categories posted in WEBS (Washington Electronic Business Solutions).
Second Tier Solicitation responses are reviewed, evaluated, and awarded by the customer and a contractor is selected for that job (Second-Tier Contract).
- B. Small project: There are two exceptions to the second competition, if the customer believes the cost for the specific work is \$10,000 or less the customer may select from a prequalified pool. Small project is part of the second-tier process but there is no secondary competition. Under Small project, the customer is authorized to pick from any pre-qualified contractor established in the first tier from the appropriate category or categories and directly negotiate a contract. However, the contractor selected may never charge more per hour than its current and authorized not-to-exceed price.

In addition, agencies are authorized to purchase goods and services up to a cost of \$13,000 (excluding sales tax) directly from a vendor and without competition if the purchase is being made from a microbusiness, minibusiness, or small business as those terms are defined by RCW 39.26.010 (17), (18) and (21).

- C. Overlap: When the customer has a need, the customer must make a determination about which category or categories are appropriate for the specific need. The customer need only believe that the specific job falls into the category or categories even if it later changes into another category or outside of any defined category. If the initial category/need evolves into a different issue/need, the customer has a choice to continue with the original awarded contractor or stop the process and release the awarded contractor, and then make another selection using the competitive process.

Vendor Selection:

- A. Vendors must complete Appendix E: Hourly Rate and Qualifications including all required information in their Bid response to become part of the prequalified pool.
- B. Once awarded in First Tier, Vendors from the First Tier Prequalified Vendor Pool will be selected for work by purchasers through either of the following processes in Second Tier.

- A small project process for qualifying procurements, a purchases less than or equal to \$10,000 or microbusiness, minibusiness, or small business under \$13,000, are prequalified vendors pricing evaluated and scored; or
- A competition (Second Tier) for larger procurements (i.e., Purchases more than or equal to \$10,000); or
- A second tier competition when the purchaser prefers this method irrespective of dollar figure.

Second Tier Work Orders:

- The terms of any Work Order executed pursuant to this Contract shall be set forth in the Work Order.
- The term of any Work Order whether initial or renewed shall not exceed 24 months. Thereafter it must be renewed (extended) or allowed to expire.
- Work Orders or renewal Work Orders shall not be entered into after the expiration or other termination of the Master Contract.
- Work Orders or renewal Work Orders entered into prior to the expiration or other termination of this Master Contract may be completed under the Master Contract terms and conditions in effect when the Work Order or renewal Work Order was entered into.
- All of the terms and conditions contained in this Master Contract shall survive the expiration or other termination of this Contract for so long as any Work Order entered into under this Master Contract is still in effect and shall apply to such Work Order.

Customer Work Order Responsibility:

All services to be performed for a Purchaser under the Master Contract resulting from this RFQQ shall be documented in a Purchaser Work Order established between the Purchaser and the Contractor. Work Orders should reference the Master Contract number, and should include, the scope of work to be performed, projected timeline, the estimated total cost of the project, and authorized signatures of both parties.

The customer is at all times responsible for the second tier small project or competitive bid work orders.

2.2 Purpose

DES is collaborating with Customer Advisory Teams to replace the current program with updated categories and requirements and intends to implement a streamlined, expanded qualification process. DES intends to achieve this objective in separate and focused efforts. This Solicitation is one of those efforts.

The purpose of this solicitation is to establish a Pre-Qualified "Vendor Pool" to provide Human Resource Performance Management Consulting Services by contracting with multiple Vendors through a rapid selection process or a separate competitive process. This RFQQ will replace Category 11, Performance Management of existing Master Contract # 32010. A copy available is at: <https://fortress.wa.gov/ga/apps/ContractSearch/ContractSummary.aspx?c=32010>.

If successful, Vendors enter into Contracts and are admitted to a "Vendor Pool". After the Vendor Pool is established, Purchasers then either then utilize the Rapid Selection process for projects less than \$10,000 or follow a second tier selection process to identify which Vendor best meets the Purchaser's needs for a specific statement of work as well as determining the actual contracted rate(s).

2.3 Contract Description Scope

This Solicitation will establish a category for Human Resource Performance Management Consulting Services. Human Resource Performance Management shall include, but is not limited to, services with a primary focus on providing recommendations and assistance in common human resource performance management areas such as establishing and aligning individuals and organizational objectives, setting expectations, assessments, designing and improving such things as discipline processes, feedback mechanisms, recognition programs, and effective methods of dealing with performance issues.

2.4 Estimated Usage

Purchases over the initial two-year term of this contract could approximate \$200,000. DES does not represent or guarantee any minimum purchase.

2.5 Term

2.5.1 Master Contract Term

The initial term of contract #05414 will be 2 years from date of the award which is projected to be within sixty days after closing date with the possibility of 4-1 year extensions unless special circumstances require a partial term extension. Extensions will be executed upon mutual agreement and will be initiated at the sole discretion of DES. Continued privilege of placement in the pre-qualified provider pool may be subject to periodic affirmation of qualification.

2.5.2 Transition Process

This Solicitation process will create a new pool of providers for the category bid. The pool for Human Resource Performance Management Consulting Services is currently under contract no. 32010 which will be dissolved upon award of this contract.

2.5.3 Program Management

DES reserves the right to review the program's prequalified Contractors and their contracting activity and use its sole discretion in determining which Contractors will remain prequalified within program categories.

Contractors may be required to respond annually or periodically to a questionnaire or submit documentation certifying their original capabilities. Contractors who do not respond to DES questionnaires or requests for documentation within 30 days may be suspended from the program until documentation is received and approved by DES. During a suspension period, additional Rapid Selection or Second Tier contracting opportunities will not be available to Contractor. After one year, a suspended Contract may be terminated and Contractor may be required to wait an additional year to re-enter the program during an open enrollment period.

2.5.4 *Second Tier Contracts*

The Term of any Second Tier Contract executed pursuant to this Contract shall be set forth in the Second Tier Contract.

Second Tier Contracts shall not be entered into or renewed for a term which exceeds two years without prior review and written approval from the Contract Administrator.

New Second Tier Contracts or renewal Second Tier Contracts shall not be entered into after the expiration or termination of the Master Contract.

All of the terms and conditions contained in this Master Contract shall survive the expiration or termination of this Contract for so long as any Second Tier Contract entered into under this Master Contract is still in effect and shall apply to such Second Tier Contract.

2.5.5 *Additional Enrollment Opportunities*

Following the initial Solicitation, DES may post the original requirements of this Solicitation to WEBS providing the opportunity for additional Bidders to respond for qualification in this category in accordance with the projected performance schedule below. DES reserves the right to revise this schedule in any fashion necessary.

Bidders who have submitted unsuccessful Responses to this Solicitation or have been terminated from the program may reapply in the calendar year following an unsuccessful Response or other termination from the program in accordance with the schedule below.

- Bidders may only submit Responses once per calendar year.
- Bidders may not respond in the same calendar year of an unsuccessful Response or other termination from the program using a different DBA.

Projected Performance Schedule (Following the initial RFQQ)	
<u>Enrollment Periods</u>	<u>Expires</u>
January 1, 2016 – September 30, 2016	October 31, 2016
January 1, 2017 – September 30, 2017	October 31, 2017
January 1, 2018 – September 30, 2018	October 31, 2018
January 1, 2019 – September 30, 2019	October 31, 2019

2.6 Purchasers

This contract will be available for use by all Washington state agencies and authorized parties to the [Master Contracts Usage Agreement](#) (MCUA), including institutions of higher education, cities and counties, other political subdivisions or special districts, and nonprofit corporations. Their orders are subject to the same contract terms, conditions and pricing as state agencies.

While use of the contract is optional for political subdivisions and nonprofit corporations authorized by the MCUA, these entities' use of the contracts can significantly increase the purchase volume. DES accepts no responsibility for orders or payment by WSPC or ORCPP members.

MCUA members: <https://fortress.wa.gov/ga/apps/ContractSearch/MCUAListing.aspx>

2.6.1 Delegation of Authority

Effective January 1, 2013 and unless otherwise exempted by law, Washington state agencies are delegated authority for the procurement of goods and services as set forth in [Policy # DES-090-00 – Delegation of Authority](#). This delegation is independent of the funding source for the procurement. When projecting contract values, agencies should do so in a manner that is true to the intent of these thresholds.

Washington state agencies' delegation of authority for second tier competitions as applicable to this Contract is limited to the delegation set forth in [Policy # DES-090-00 – Delegation of Authority](#).

2.7 Award

DES intends to select and enter into Master Contracts with multiple Bidders as a result of this Solicitation.

3 TIMELINE

3.1 Projected Procurement Schedule

3.1.1 This Solicitation

The dates listed on the [cover page](#) represent the projected procurement schedule for this Solicitation. DES reserves the right to change the schedule. Notification of changes to the procurement schedule prior to the Response due date and time may be sent electronically to all properly registered users of Washington's Electronic Business Solution (WEBS) who downloaded this Solicitation from WEBS. Changes to the procurement schedule after the Response due date and time may be communicated to all Bidders reflecting the change.

3.2 Bidder Questions

Questions regarding this Solicitation will be allowed consistent with the dates specified in the procurement schedule on the cover page. All questions must be submitted in writing to the Procurement Coordinator.

Please limit questions to this Solicitation. Details on additional Technical Service Categories will be provided in future Solicitations.

DES will provide written answers for questions received by the question and answer period's deadline. Answers will be posted to [WEBS](#) prior to closing date.

Verbal responses to questions will not be provided. Only written answers posted to [WEBS](#) will be considered official and binding. Bidders will not be identified in answers.

When the question and answer period is complete, additional comments will be for the purpose of informing the Procurement Coordinator of an issue only. Questions and comments outside the question and answer period may not be answered or acknowledged.

If interpretations or other changes to this Solicitation are required as a result of inquiries made during the question and answer period, the Solicitation may be amended. Amendments are posted to [WEBS](#).

Complaints: Issues or concerns not resolved to a Bidder's satisfaction during the normal question and answer period may be addressed prior to the Response due date and time through the process detailed in [Appendix C, Complaint, Debrief and Protest Procedures](#).

3.3 Information Availability

In accordance with [RCW 39.26.030\(2\)](#), Response contents (including pricing information) and evaluations are exempt from disclosure until DES announces Apparent Successful Bidders.

3.4 Optional Bidder Debriefing

Bidders have three business days to request a debriefing conference following DES' announcement of Apparent Successful Bidders. The requested debriefing conference must occur in accordance with the dates specified on the [cover page](#) or as scheduled by the Procurement Coordinator. The request must be in writing (e-mail acceptable) and addressed to the Procurement Coordinator. Only Bidders who submit a Response may request an optional debriefing conference to discuss the evaluation of their Response.

DES will discuss the factors considered in the evaluation of the Bidder requesting the conference and address questions and concerns about that Bidder's performance with regard to the Solicitation requirements.

3.5 Protest Procedures

Only Bidders who have submitted a Response to this Solicitation and have had a debriefing conference as detailed above may file a protest. Upon completion of the debriefing conference, a Bidder is allowed five Business Days to file a protest of the Solicitation with the Procurement Coordinator. Further information regarding protests is detailed in [Appendix C, Complaint, Debrief and Protest Procedures](#).

4 INSTRUCTIONS TO BIDDERS

4.1 Authorized Communication

Upon release of this Solicitation, all Bidder communications concerning this Solicitation must be directed to the Procurement Coordinator listed on the front page of this Solicitation. Unauthorized contact regarding this Solicitation with other state employees or customer advisory team members involved with the Solicitation may result in disqualification. All oral communications will be considered unofficial and non-binding on DES. Bidders should rely only on written statements issued by the Procurement Coordinator, such as Solicitation Amendments.

4.2 Bidder Communication Responsibilities

Bidders will be responsible for communicating to the Procurement Coordinator any issues, exceptions, additions or omissions concerning the Solicitation on or before the Response due date and time. Where requirements appear to prohibit or restrict participation, an explanation of the issue with suggested alternative language should be submitted in writing to the Procurement Coordinator by the deadline for questions and comments indicated on the cover page. The Solicitation process may continue. If changes result, written Amendments will be made by the Procurement Coordinator and provided by posting them to WEBS as indicated above.

While Bidder input will be considered, the Procurement Coordinator is under no obligation to respond, implement or otherwise share the input provided with the pool of potential Bidders. Further, if additional clarification is necessary such communication shall not be considered as negotiation with the Bidder.

These communications will be accepted via email to the Procurement Coordinator; telephone calls cannot be accepted. Failure to notify DES of an issue by the deadline may be considered to be a waiver of the issue by the Bidder for protest purposes. Bidders are encouraged to make any inquiry as early in the process as possible to allow DES to consider and Respond; however, no Response is required.

4.3 Bidder Authorized Representative

Bidder must designate an authorized representative who will be the principal point of contact for the Procurement Coordinator for the duration of the Solicitation process.

Bidder shall complete [Appendix D. Bidder Profile](#).

4.4 Washington's Electronic Business Solution (WEBS)

Bidders are solely responsible for:

1. Properly registering with WEBS at [WEBS for Vendors](#).
2. Maintaining an accurate Bidder profile in WEBS.
3. Downloading the Solicitation with all related attachments and exhibits for which your company is interested in competing.
4. Downloading all Solicitation Amendments.

All Solicitation documents must be downloaded from WEBS. Notification of Solicitation Amendments will only be provided to those Bidders who have registered with WEBS and have downloaded the Solicitation 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 Response. Bidders and potential Bidders accept full responsibility and liability for failing to receive any Solicitation and/or Solicitation Amendments resulting from their failure to register with WEBS and download the Solicitation from WEBS, and hold DES harmless from all claims of injury or loss resulting from such failure.

4.5 Bidder Responsiveness

Bidders must respond to each question/requirement contained in this Solicitation. Failure to comply with any applicable item may result in the Response being deemed non-responsive and disqualified.

DES reserves the right to consider the actual level of a Bidder's compliance with the requirements specified in this Solicitation and to waive informalities in a Response. Informalities are immaterial variation from the exact requirements of the 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.

4.6 Withdrawal or Modification of Response

Bidders are liable for all errors or omissions contained in their Responses.

- After Response submittal but prior to Response due date and time: The Bidder may modify or withdraw his/her Response.
- After Response due date and time: No Response shall be altered or amended.
- A Bidder, who fails to enter into a Master Contract with DES, may not participate in bidding on DES solicitations until the next calendar year, and no less than six months later.

DES reserves the right to contact Bidder for clarification.

4.7 Proprietary or Confidential Information

All Responses submitted become the property of DES and a matter of public record after DES announces Apparent Successful Bidders.

Any information contained in the Response that is proprietary or confidential must be clearly designated. Marking of the entire Response or entire sections of the Response as proprietary or confidential will not be accepted nor honored. DES will not honor designations by the Bidder where pricing is marked proprietary or confidential.

See the Proprietary or Confidential Information subsection of the Proposed Master Contract.

5 BIDDER QUALIFICATIONS

5.1 Established Business

Prior to commencing performance, or prior to that time if required by DES, Purchaser, law or regulation, Contractor must be an established business firm with all required licenses, fees, bonding, facilities, equipment and trained personnel necessary to meet all requirements and perform the work as specified in the Solicitation. Contractor shall maintain compliance with these requirements throughout the life of this Contract.

DES reserves the right to require receipt of proof of compliance with said requirements within 10 calendar days from the date of request, and to terminate this Contract as a material breach for noncompliance with any requirement of this paragraph.

5.2 Federal Funding

See the Federal Funding subsection of the Proposed Master Contract.

5.3 Federal Restrictions on Lobbying

The Bidder certifies, by submittal of a Response to this Solicitation, that under the requirements of Lobbying Disclosure Act, 2 U.S.C., Section 1601 et seq., no Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. See the Federal Restrictions on Lobbying subsection of the Proposed Master Contract.

5.4 Debarment

The Bidder certifies, by submittal of a Response to this Solicitation, that neither it nor its "principals" (as defined in 49 CFR. 29.105 (p) or RCW 39.26.010 (9) or other state statute, regulation or policy) is presently debarred by any Federal or state department or agency.

5.5 Use of Subcontractors

First Tier: DES will accept Responses that include third party involvement only if the Bidder submitting the Response agrees to take complete responsibility for all actions of such subcontractors.

Second Tier: With prior written permission from Purchaser, Contractor may enter into subcontracts with third parties for its performance of any part of Contractor's duties and obligations under a Second Tier Contract. Contractor agrees to take full responsibility for all actions of subcontractors.

Specific restrictions apply to Contracting with current or former state employees pursuant to chapter 42.52 RCW. Bidders should familiarize themselves with the requirements prior to submitting a Response.

5.6 Bidder Technical Requirements

Bidders shall respond to the requirements per the instructions in [Appendix E, Hourly Rate and Qualifications](#).

6 SUCCESSFUL BIDDER RESPONSIBILITIES

6.1 No Costs or Charges

Costs or charges under the proposed Master Contract incurred before a Master Contract is fully executed will be the sole responsibility of the Bidder.

6.2 Post Award Conference

Awarded Contractors may be required to attend a post award conference scheduled by the Procurement Coordinator to discuss contract performance requirements. The time and place of the conference would be scheduled following Award.

6.3 Fees and Reporting

All Master Contracts executed as a result of this Solicitation will be subject to a management fee. Collection and remittance of the fee shall be conducted in accordance with the provisions set forth in [Appendix B, Proposed Master Contract](#).

The management fee will be 0.74 percent of the purchase price for Second Tier Contracts. The purchase price is defined as total invoice price less sales tax. No taxes will be assessed against the management fee.

The management fee is to be included in Response pricing and not as a separate line item. Awarded Contractors will collect and distribute the fee to DES, on a quarterly basis.

The management fee will be reviewed periodically to ensure this Contract is self-supporting and may be adjusted accordingly during the life of the contract.

Contractors shall provide a quarterly sales report to DES in accordance with the provisions set forth in [Appendix B, Proposed Master Contract](#).

6.4 Contract Management

Upon awarding a Master Contract, Contractor will have Contract management responsibilities detailed in [Appendix B, Proposed Master Contract](#).

6.5 Insurance

Successful Bidders are required to obtain insurance to protect state Purchasers 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 Master Contract resulting from this Solicitation. Bidders will find a complete description of the specific insurance requirements in the proposed Master Contract terms in [Appendix B, Proposed Master Contract](#).

6.6 Statewide Payee Desk

To receive payment, Contractors are required to be registered with the Statewide Payee Desk maintained by DES for processing Contractor payments. Purchasers who are Washington state agencies cannot make payments to Contractors until the Contractors are registered. Registration materials are available here: [Receiving Payment from the State](#).

7 PRICING

7.1 Overview

Response prices must include all cost components needed to provide services as described in this Solicitation. All costs associated with services must be incorporated into the price of the Bidder's Response.

Failure to identify all costs in a manner consistent with the instructions in this Solicitation will result in rejection.

There is no volume commitment specified in this Solicitation. The proposed pricing levels should reflect the market provided by the Master Contract resulting from this Solicitation.

7.2 Financial Grounds for Disqualification

Failure to identify all pricing quotations in a manner consistent with the instructions in this Solicitation is sufficient grounds for disqualification.

7.3 Taxes

Contractor must collect and report all applicable state taxes.

7.4 Price Quotation

Bidder must provide a not-to-exceed hourly rate in accordance with the instructions detailed in [Appendix E, Hourly Rate and Qualifications](#).

Bidders must submit not-to-exceed/hourly. Not-to-exceed rates are not applicable to the second tier work orders that are competitively bid. When accepting work through the small project process bidders shall not exceed their not-to-exceed/hourly pricing.

7.5 No Best and Final Offer

DES reserves the right to make an Award without further discussion of the Response; i.e., 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.

7.6 Miscellaneous Expenses

Expenses related to day-to-day performance under any Contract, including but not limited to, travel, lodging, meals, incidentals will **not** typically be reimbursed to the Contractor. Notwithstanding the forgoing, DES recognizes that there may be additional occasions when a Contractor will be required by a Purchaser to travel. In such case, Purchaser provides written pre-approval of such expenses on a case-by-case basis. Any such reimbursement shall be at rates not to exceed the guidelines for state employees set forth in the [Washington State Administrative and Accounting Manual](#), and not to exceed expenses actually incurred.

7.7 Price Adjustments

The contractor may propose price increases on an annual basis by written notice to the Contract Administrator. Price increases are to be on a pass-through basis only and must not produce a higher profit margin for the contractor than that established by original contract pricing. Requests must include supporting documentation and be based on published indices such as the U.S. Department of Labor's Consumer Price Index.

Consideration of price increases will be at the sole discretion of the Contract Administrator. If a price increase is approved in-part or in-full, the resulting new contract pricing will be implemented through a contract amendment. Price adjustment requests must be submitted to the Contract Administrator a minimum of 45 calendar days before the effective date of proposed increase. To be considered for a price increase, supporting documentation must be submitted at the time of the request clearly indicating an increase in business operating costs. Approved increases will remain firm and fixed for a minimum of **365** calendar days thereafter, and no request for adjustments in price will be considered during that time period.

Indices used to justify price increases will be: Series Id no. PCU54161054181022

Federal Producer Price Index (PPI) for the industry and Product titled "Human Resource Consulting Services", which is in the group "Management Consulting Services" series ID. PCU54161054161022 will be used to evaluate changes in Human Resource Performance Management Consulting Services. Should this Index no longer be published, a functioning equivalent will be used. If no equivalent is available a similar Index will be mutually agreed on by the Contractor and the Contract Administrator (DES). Price Adjustments shall be reviewed using Index data from one year from date of contract commencement. Further price adjustments will follow the same pattern of twelve (12) month reviews.

Rounding will be to the hundreds place to stay consistent with dollars and cents. The "preliminary" (P) published Index data shall be used for price adjustments, and further adjustments will not be made if the preliminary data is later revised.

During the Contract period, any price declines at the manufacturer's level or cost reductions to Contractor shall be reflected in a reduction of the contract price and may be retroactive to Contractor's effective date of price decline/reduction. During the full term of this Contract, if the Contractor enters into pricing agreements with other customers providing greater benefits or pricing, Contractor shall immediately amend the State Contract to provide similar pricing to the state if the contract with other customers offers similar usage quantities, and similar conditions impacting pricing. Contractor shall immediately notify DES of any such contracts entered into.

Contractor shall provide a detailed breakdown of their costs upon request from the Contract Administrator. The Contractor shall be notified in writing by the Contract Administrator of any price adjustment granted by the Purchasing Activity, and such price adjustment shall be set forth in a written amendment to the Contract.

8 Preparation of Responses

Failure to follow or include any of the following requirements will result in rejection of response.

8.1 Delivery

All Responses must be emailed to desmipsmc@des.wa.gov. Do not send Responses to or copy the Procurement Coordinator's email. Responses may not be transmitted using facsimile transmission.

Improperly delivered Responses will be rejected for non-responsiveness.

DES assumes no responsibility for confirmation of receipt and cannot discuss Response contents prior to the Response Due Date and Time.

All Responses and any accompanying documentation become the property of DES and will not be returned.

8.2 Due Date and Time

Responses must be received in their entirety by the Response Due Date and Time specified on the [cover page](#). Late Responses will not be accepted and will be rejected.

The "receive date/time" posted by the DES email system will be used as the official time stamp. Bidders should allow sufficient time to ensure timely receipt. DES assumes no responsibility for delays caused by Bidder's e-mail, network problems or any other party.

8.3 Identification

Each emailed Response must include the Solicitation number and the Bidder's Company name in the subject line. Bidders may break email submittals into multiple emails provided each email clearly indicates in the subject line its overall place in the series, as well as the total number of separate emails being sent.

For example, if Company ABC is submitting their response as three separate emails, the subject line of the first should be "RFQ 05414 ABC_Response 1 of 3"; the next email's subject line would be "RFQ 05414 ABC_Response 2 of 3"; etc.

Bidders are requested to abbreviate long company names as appropriate.

8.4 Email / File Size

Bidders are cautioned to keep email sizes to less than 12 Mb. Also, to keep file sizes to a minimum, Bidders are cautioned not to use graphics in their Responses.

8.5 Format

Required submittals, formats and file naming conventions are detailed in the submittals and must be included as attachments to the emailed Response. **DES WILL NOT ACCEPT ZIPPED FILES.**

All attachments must strictly adhere to the required format and file naming conventions set forth therein. All files in a Bidder's Response must be formatted in Microsoft Word, Microsoft Excel, PDF, or as otherwise outlined therein. Formats not identified herein or in the submittals may be accepted only with prior written approval of DES.

Use of links to a cloud based mail box are not acceptable as methods of submittal.

8.6 Required Submittals / Checklist

Bidders must include, at a minimum, the following electronic submittals attached to an email. The Response must include the signature of an authorized Bidder representative on all documents requiring a signature.

Also, if applicable, the Response must contain required Solicitation Amendments.

Failure to include or properly document any of the following documents may be grounds for disqualification.

- Appendix A, *Certifications and Assurances*; Signature Required**
 - Signature required
 - The signature page appears at the end of the document
- Appendix D, *Bidder Profile***
 - Bidder must complete as instructed in the submittal.
- Appendix E, *Hourly Rate and Qualifications***
 - Bidder must complete as instructed in the submittal including the Mandatory and required submittals
- Solicitation Amendments (As applicable)**
 - In the event that Solicitation Amendments are required, Bidder must complete, sign and return as instructed.

9 EVALUATION AND AWARD

9.1 Award Criteria

DES intends to execute multiple Master Contracts (Tier 1) as a result of this Solicitation. Awards will be awarded solely based on the Apparent Successful Bidders' ability to meet all of the mandatory requirements established in [Appendix E, Hourly Rate and Qualifications](#). These Master Contracts will be grouped into a prequalified and unranked Bidder pool for authorized Purchasers to use for separate Solicitations (Tier 2) on a project by project basis.

Bid submittals received after award during the open enrollment process may not be added to the small project process.

Bidders whose Responses are determined to be non-responsive will be rejected and will be notified of the reasons for such rejection.

Contract Award will be based on the evaluation and Award criteria established herein and will be in accordance with provisions identified in [RCW 39.26.160](#) and other criteria identified in the Solicitation.

While rate quotes are included as a component of a required submittal, pricing is not an Award consideration.

DES reserves the right to use references to confirm satisfactory customer service, performance, satisfaction with service/product, knowledge of products/service/industry and timeliness; any negative or unsatisfactory response may be an adequate reason for rejecting a Bidder as non-responsible and unable to suit the needs of the state. DES reserves the right to waive a reference check. Bidders deemed non-responsible may be rejected.

9.2 Evaluation

To aid in the evaluation process, after Response due date and time, DES may require individual Bidders to appear at a date, time and place determined by DES for the purpose of conducting discussions to determine whether both parties have a full and complete understanding of the nature and scope of contractual requirements. In no manner shall such action be construed as negotiations or an indication of DES's intention to award.

9.2.1 Initial Determination of Responsiveness

Responses will be reviewed initially by the Procurement Coordinator and/or authorized personnel to determine, on a pass/fail basis, whether each Response meets all the administrative requirements specified herein.

9.2.2 Evaluation

Responses meeting the Initial Determination of Responsiveness will then be reviewed on a pass/fail basis to determine if the Response meets the mandatory requirements specified in [Appendix E, Hourly Rate and Qualifications](#). Only Responses meeting all mandatory requirements will be further evaluated.

DES reserves the right to determine at its sole discretion whether a Bidder's response to a mandatory requirement is sufficient to pass. However, if all responding Bidders fail to meet any single mandatory item, DES reserves the right, at its option, to either: (1) cancel the procurement, or (2) revise or delete the mandatory item.

9.2.3 *Appendix E – Not-To-Exceed (NTE) Hourly Blended Rate Pricing*

Reference Appendix E, section 1 - Not-To-Exceed (NTE) Hourly Blended Rate Pricing. In the space provided the Bidder shall record not-to-exceed (NTE) hourly blended rate pricing for the initial contract period. Enter values in U.S. dollars and cents (e.g. \$85.50). DES reserves the right to evaluate pricing for reasonableness.

By category, the Bidder must include pricing to be considered for the small project process. See also Solicitation section 7.4.

9.2.4 *Appendix E – Five Year Experience Requirement*

Reference Appendix E, section 2 – Five Year Experience Requirement. Bidder will place a checkmark in categories that the Bidder has at least five years' experience for the given category.

The Bidder must meet the five year experience requirement to receive an award for that category.

This section is evaluated as pass/fail and DES may use an evaluation committee to help with the evaluation.

9.2.5 *Responsibility*

During evaluation, DES reserves the right to make reasonable inquiry to determine the responsibility of any Bidder. Requests may include, but are not limited to, financial statements, credit ratings, references, record of past performance, clarification of Bidder's offer, and on-site inspection of Bidder's or Bidder's subcontractor's facilities. Failure to respond to said request(s) may result in a Response being rejected as non-responsive.

9.3 **Selection of Apparent Successful Bidders**

Before award, DES may negotiate with an Apparent Successful Bidder to determine if a bid can be improved.

Designation as an Apparent Successful Bidder does not imply that DES will issue an award to the Bidder. It merely suggests that at this moment in time, DES believes the bid to be responsive and responsible. This designation allows DES to perform a responsibility analysis and ask for additional documentation. DES may also re-examine the bid to determine whether the bid is truly as responsive as initially believed. The bidder must not construe this as an award, impending award, attempt to negotiate, etc. If a bidder acts or fails to act as a result of this notification, it does so at its own risk and expense.

Following the announcement of the Apparent Successful Bidders, bidders may request a debrief conference and disclosure of documents. See also Section 2.7 – Complaints, Debriefs and Protests (General Information) and Appendix C – Complaint, Debrief and Protest Procedures. Failure to follow instructions could result in your claim being denied.

9.4 Tier Two Traditional Competitive Process (Informational Only)

For purchases over \$10,000 or \$13,000 for microbusiness, minibusiness, or small business or those where a Purchaser decides to separately competitively bid in lieu of using the Rapid Selection Process for a qualifying purchase, a second-tier competition will take place at a later date, as needed, among the Pre-Qualified Vendor Pool. Information on the second tier process is as follows:

- a. Purchaser prepares work request form and submits to DES based on the specific project needs.
- b. Second-tier solicitation for the specific project is posted in WEBS for viewing and downloading by Pre-Qualified Vendor Pool.
- c. Pre-Qualified Vendors, should they choose to participate, submit bids, including pricing and other information specific to the project identified in the Tier Two solicitation directly to purchaser.
- d. Bids are evaluated following the responsiveness and responsibility processes outlined above.
- e. Cost and non-cost evaluations and scoring will take place, involving the Purchaser stakeholders as applicable.
- f. Apparent Successful Vendor (ASV) selected and notified, as described above. Work order is prepared by Purchaser & emailed to ASV.

APPENDICES

Appendix A, <i>Certifications and Assurances</i>	 Appendix A, Certifications and Ass
Appendix B, <i>Proposed Master Contract</i>	 Appendix B, Proposed Final Contr
Appendix C, <i>Compliant, Debrief and Protest Procedures</i>	 Appendix C, Compliant, Debrief,
Appendix D, <i>Bidder Profile</i>	 Appendix D, Bidder Profile.doc
Appendix E, <i>Hourly Rate and Qualifications</i>	 Appendix E, Hourly Rate and Qualification