



ITPS Second-Tier Solicitation (Work Request)

SOLICITATION NUMBER: K1189

PROJECT NAME: Business Analyst

This solicitation is issued by the Washington State Liquor and Cannabis Board (WSLCB) pursuant to the Information Technology Professional Services (ITPS) program which is separately coordinated by the Washington State Department of Enterprise Services (DES).

DES separately maintains a group of categorized notification lists or "pools" of IT service providers within the state's solicitation notification system (WEBS) for state purchasers to advertise their solicitations to when they seek competitive proposals for their IT business needs. This is one of those solicitations.

The categories of lists are shown below and they identify common IT business needs of state government. This solicitation specifies one or more of those categories (checked).

The only IT service providers who should be able to view and download this solicitation are on the notification list in WEBS for the category checked below.

NOTE: If this is not the case, and you are viewing this solicitation, you received it by some other means outside of WEBS and the Purchaser will not entertain a proposal from you.

<u>Solicitation Schedule</u>	<u>Categories</u>
Solicitation posting date: November 18, 2018	<input type="checkbox"/> ITPS_08215_01. IT Funding & Financial Analysis
Questions due: November 21, 2018	<input checked="" type="checkbox"/> ITPS_08215_02. IT Business Analysis
Answers published: November 28, 2018	<input type="checkbox"/> ITPS_08215_03. Continuity/Disaster Recovery
Proposals due: December 5, 2018	<input type="checkbox"/> ITPS_08215_04. IT Project Management
Evaluate Proposals: December 6, 2018 – December 10, 2018	<input type="checkbox"/> ITPS_08215_05. Project Quality Assurance
Oral interviews (if required): December 14, 2018	<input type="checkbox"/> ITPS_08215_06. Software Testing
ASV Announcement: December 14, 2018	<input type="checkbox"/> ITPS_08215_07. Client/Server & Web Services
<u>Estimated Performance Period</u>	<input type="checkbox"/> ITPS_08215_08. Database Services
From : January 1, 2019 – December 31, 2021	<input type="checkbox"/> ITPS_08215_09. GIS Services
<u>Solicitation Coordinator</u>	<input type="checkbox"/> ITPS_08215_10. Infrastructure Services
Name: Wil McGill	<input type="checkbox"/> ITPS_08215_11. Mainframe Services
Title: Contracts Specialist	<input type="checkbox"/> ITPS_08215_12. Mobile Services
Email: lcbids@lcb.wa.gov	

TABLE OF CONTENTS

1	<u>DEFINITIONS</u>	1
2	<u>PROJECT DESCRIPTION</u>	2
2	<u>BACKGROUND</u>	2
2.1	<u>PERIOD OF PERFORMANCE</u>	4
2.2	<u>COST AND CONSIDERATION</u>	4
3	<u>REQUIRED SUBMITTALS</u>	5
3.1	<u>STAFFING CAPABILITIES (SCORED)</u>	5
3.2	<u>RESOURCING PLANS (SCORED)</u>	5
3.3	<u>COST PROPOSAL (SCORED)</u>	5
3.4	<u>ATTACHMENT A - (3) REFERENCES FOR THE FIRM (NOT SCORED)</u>	5
3.5	<u>ATTACHMENT F – CONTRACTOR DIVERSITY INCLUSION PLAN (NOT SCORED)</u>	5
3.6	<u>ATTACHMENT C – BIDDER PROFILE (NOT SCORED)</u>	5
3.7	<u>ATTACHMENT D – CERTIFICATIONS AND ASSURANCES (NOT SCORED)</u>	5
4	<u>DELIVERY OF PROPOSALS</u>	5
4.1	<u>DELIVERY METHOD</u>	5
4.2	<u>DUE DATE AND TIME</u>	5
4.3	<u>PROPOSAL FORMAT</u>	5
5	<u>EVALUATION AND AWARD</u>	6
5.1	<u>AWARD CRITERIA</u>	6
5.2	<u>EVALUATION PROCESS</u>	6
5.3	<u>SCORING REQUIREMENTS</u>	8
5.4	<u>CONTRACT AWARD</u>	9
5.5	<u>AWARD NOTIFICATION</u>	9
6	<u>BIDDER REQUIREMENTS</u>	9
6.1	<u>ELIGIBILITY</u>	9
6.2	<u>WASHINGTON’S ELECTRONIC BUSINESS SOLUTION (WEBS)</u>	9
7	<u>ADDITIONAL INSTRUCTIONS TO BIDDERS</u>	100
7.1	<u>AUTHORIZED COMMUNICATION</u>	100
7.2	<u>ESTABLISHED BUSINESS</u>	100
7.3	<u>DEBARMENT OR SUSPENSION</u>	100
7.4	<u>BIDDER QUESTIONS</u>	100
7.5	<u>COMPLAINTS, DEBRIEFS AND PROTESTS</u>	111
8	<u>GENERAL INFORMATION</u>	133
8.1	<u>RIGHT TO CANCEL</u>	133
8.2	<u>INFORMATION AVAILABILITY</u>	133
8.3	<u>NON-ENDORSEMENT AND PUBLICITY</u>	133
8.4	<u>AWARD OF RELATED CONTRACTS</u>	133
8.5	<u>PROPRIETARY OR CONFIDENTIAL INFORMATION</u>	133
8.6	<u>ORDER DOCUMENTS / SECOND-TIER CONTRACTS</u>	133
8.7	<u>SOLICITATION AMENDMENTS</u>	133
8.8	<u>WITHDRAWAL OR MODIFICATION OF PROPOSAL</u>	133
8.9	<u>INCORPORATION OF DOCUMENTS INTO CONTRACT</u>	144
9	<u>SAMPLE CONTRACT</u>	144



1 DEFINITIONS

“Addendum or Amendment” means a change to a legal document. For purposes of a Solicitation, an amendment shall be a unilateral change issued by the WSLCB, at its sole discretion.

“Agency” means a government entity of the state of Washington.

“Apparent Successful Bidder or Vendor (ASB/ASV)” means the bidder selected as the entity to perform the anticipated services, subject to completion of contract negotiations and execution of a written contract.

“Authorized Representative” An individual designated by the Bidder to act on its behalf with the authority to legally bind the Bidder concerning the terms and conditions set forth in the Solicitation and Proposal documents.

“Bidder” Individual, company, or firm submitting a proposal in order to attain a Contract with the Agency.

“Business Day” Days of the week excluding weekends and state holidays; including but not limited to: New Year’s Day, Martin Luther King Jr. Day, President’s Day, Memorial Day, Independence Day, Labor Day, Veterans’ Day, Thanksgiving day, the day after Thanksgiving day, and Christmas.

“Business Hours” Normal state business hours are Monday through Friday from 8:00 a.m. to 5:00 p.m., except state holidays.

“Contract” means the signed agreement, all schedules, exhibits and amendments for the procurement of items of tangible property, services or construction derived from this RFP.

“DES” means the Washington state Department of Enterprise Services, any division, section, office, unit or other entity of DES or any of the officers or other officials lawfully representing DES.

“Evaluation Team” means the body appointed by the WSLCB to perform the evaluation and scoring of submitted proposals.

“Firm, Fixed Price” means a price that is all-inclusive of direct cost and indirect costs, including, but not limited to: direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction, and any other costs. No additional fees or costs shall be paid by the State unless there is a change in the Statement of Work.

“Mandatory” means the terms “shall,” “will,” and “is required,” identify a Mandatory item or factor (as opposed to “desirable”). Failure to meet a Mandatory item or factor may result in the rejection of a Bidder’s proposal

“Notification List” means a list within WEBS which is categorized by technical service category for state purchasers to use for notification purposes when they seek competitive bids or proposals. A company must first register in WEBS and complete this agreement in order to be added to any notification list.

“OCIO” means the Office of the Chief Information Officer

“Optional” means the terms “May,” “can,” or “prefers” identify a discretionary item or factor.

“Order Document” means a written communication, submitted by the WSLCB to the Contractor, which details the specific transactional elements required by WSLCB within the scope of the Contract such as delivery date, size, color, capacity, etc. An Order Document may include, but is not limited to field orders, purchase orders, work orders, or other writings as may be WSLCB originated by the parties hereto. No additional or alternate terms and/or conditions on such written communication shall apply unless authorized by the Contract and expressly agreed to between the WSLCB and Contractor.

“Price” means charges, costs, rates, and/or fees charged for the Products and Services under the resulting Contract and shall be paid in United States dollars.

“Proposal” means formal offer submitted in response to this solicitation.

“Proposal Due Date/Time” means proposals and Letters of Intent are due (must be received by the WSLCB) on the date and at the time specified in the schedule. Any Proposal or Letter of Intent received at any time after the stated date and time (e.g. 3:01PM) will be considered late and will not be evaluated.

“Purchaser” means the authorized user of the program who may or actually does make purchases of material, supplies, services, and/or equipment under the resulting Work Order. Includes any Washington state agency and any authorized party to the Master Contracts Usage Agreement (MCUA). Includes institutions of higher education, boards, commissions, nonprofit corporations and political subdivisions such as counties, cities, school districts, or public utility districts.

“Responsive Bid or Responsive Proposal” An offer or proposal that conforms in all material respects to the requirements set forth in the Solicitation. Material respects of a request for proposals include, but are not limited to: price, quality, quantity or delivery requirements.

“Solicitation” means the process of notifying prospective bidders of a request for competitive bids or proposals. Also includes reference to the actual documents used for that process, along with all amendments or revisions thereto.

“Technical Service Category” means an information technology skill categorized by common IT business need of state government described and set forth in this agreement.

“Washington’s Electronic Business Solution or WEBS” means DES’s web-based solicitation notification system.

“Work Order” means a contractual document incorporated by reference to this solicitation and executed between an eligible purchaser and a company. Each Work Order shall be the result of a Work Request (competitive solicitation).

“Work Product” The documented results of the Statement of Work activities developed and reviewed per the requirements stated within WR K1189. Work Product includes data and products produced under any Contract resulting from WR K1189 including but not limited to, discoveries, formulae, ideas, improvements, inventions, methods, models, processes, techniques, findings, conclusions, recommendations, reports, designs, plans, diagrams, drawings, Software, databases, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions, to the extent provided by law.

“Work Request” means a purchaser’s solicitation that requests bids or proposals specific to their requirements. An ITPS work request will specify a technical service category(ies) and purchasers will only entertain bids or proposals from companies who are on the notification lists for the technical service category(ies) specified.

“WSLCB” means Washington State Liquor and Cannabis Board.

“WSLCB-ITS” means Washington State Liquor and Cannabis Board Information Technology Services.

“You” means the person or firm, completing this agreement, and includes all of its officers and employees.

2 PROJECT DESCRIPTION

BACKGROUND

The Washington State Liquor and Cannabis Board (WSLCB) is in the process of implementing multiple enterprise system replacements, including the legacy licensing, enforcement, marijuana traceability, imaging and stand-alone applications.

The purpose of this Work Order is to enter into an agreement for as-needed Business Analysts to conduct business and technical analysis supporting technology modernization projects. These positions must have experience independently translating and clearly documenting requirements into test use cases and other system specifications. In addition, these positions must be able to lead, manage and collaborate with other analysts. Business Analysts must have strong analytical and product management skills, including a thorough understanding of how to interpret customer business needs and translate them into application and operational requirements.

WSLCB anticipates hiring one Contractor but reserves the right to hire more than one Contractor. Contractor shall furnish the necessary personnel, and/or otherwise do all things necessary for or incidental to the performance of work set forth in the Scope of Work. The Washington State Liquor and Cannabis Board will provide all necessary equipment and hardware for this position.

Marijuana Seed-to-Sale Traceability System

Washington state law requires that the WSLCB create a tightly regulated, state-licensed recreational Marijuana System. To facilitate this requirement, the WSLCB recently procured a Marijuana Seed-to-Sale Traceability System (System) which enables the WSLCB to gather and track data related to inventory, Product harvesting, Product transfer, Product transport, Product disposal, quality assurance, retail sales transaction data, and tax information from all Marijuana Licensees operating in Washington State. This system is not intended to replace commercially available inventory tracking and/or point of sale systems used by licensees, but integrates with these systems to extract data necessary to track and confirm compliance.

In accordance with WSLCB rules, Marijuana Licensees must track Marijuana from seed to sale to prevent diversion to the black market and promote public safety. Licensees must provide the required information on a system specified by the WSLCB. Plants, lots of useable Marijuana or trim, leaves, and other plant matter must be traceable from production through processing, and finally into the retail environment including the ability to identify the batches of products such as extracts or marijuana infused products.

This project had a partial go-live that took place in February 2018 and is still in the implementation phase. Full go-live will take place no later than December 28, 2018.

Systems Modernization Project (SMP)

The 64th Legislature (2015) enacted Engrossed Substitute House Bill 1965 which authorized the WSLCB to replace and consolidate legacy licensing, enforcement, document management and stand-alone applications with an integrated technology solution. The objective is to purchase a Commercial Off-The-Shelf (COTS) Licensing, Enforcement, and Imaging system for the WSLCB. SMP will be focused on replacing the aging AS/400 licensing system, Electronic Notebook (EN) enforcement system and I Series imaging system with modern technologies on a modern platform. The selected solution will be an operationally proven, COTS system designed for collecting, storing, managing, and issuing liquor and marijuana licenses, enforcement activities, and all while functioning both as an imaging and database system. The WSLCB is committed to using existing out-of-the-box functionality and as such the selected software will be configurable to meet most SMP requirements.

Currently, WSLCB is in the budget approval process for SMP and has not selected a vendor. We will need Business Analysts for this project beginning at contract execution and it is anticipated that this project will end in July 2020.

Enterprise Content Management

Enterprise Content Management (ECM) is that part of the Legislative mandate that provides enterprise document management capabilities in support of agency records management practices. It includes both provision of a new solution software, and migration of existing content to a new solution repository. It will eventually replace the existing legacy Quillix/Oracle software. Vendor Laserfiche was procured to implement the ECM solution and is also in the implementation phase.

We anticipate that this project will end December 31, 2018 or earlier.

Tax and Fees System

LCB operates three separate tax and fee systems in administering tax assessment, collection and fund distribution from beer, wine, spirits, and marijuana sales in Washington State. The lack of integration between the three tax and

fee systems has resulted in numerous workarounds with a significant portion of the accounting functions being moved to Microsoft-Excel supported processes.

We anticipate that this project will commence in July 2020 and will last for 18 months.

The purpose of this Work Order is to enter into an agreement for as-needed Business Analysts to plan, analyze, elicit, document, manage and trace functional and nonfunctional requirements for these enterprise projects. WSLCB reserves the right to contract with only one firm, or more than one. These positions must have experience independently translating and clearly documenting requirements into use cases and other system specifications. These positions must be able to lead, manage and collaborate with other analysts. Business Analysts must have strong analytical and product management skills, including a thorough understanding of how to interpret customer business needs and translate them into application and operational requirements.

There may be more than one successful bidder as WSLCB reserves the right to hire from multiple vendors.

Contractor shall furnish the necessary personnel, and/or otherwise do all things necessary for or incidental to the performance of work set forth in the Scope of Work. The Washington State Liquor and Cannabis Board will provide all necessary equipment and hardware for this position

2.1 PERIOD OF PERFORMANCE

The period of performance for this contract shall commence upon full execution by both parties and shall end on December 31, 2021, unless terminated earlier. The WSLCB reserves the right to extend any contract issued under this solicitation for one (1) additional year terms or portions thereof. Extensions are at the WSLCB'S sole discretion.

2.2 COST AND CONSIDERATION

2.2.1 AVAILABILITY

Any contract awarded as a result of this procurement is contingent upon the availability of funding. In the event additional funds become available, any work order awarded may be renegotiated to provide for additional similar services.

2.2.2 Commitment of Funds

The Director of the WSLCB or his delegate is the only individual who may legally commit the WSLCB to the expenditures of funds for a contract resulting from this procurement. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

2.2.3 Consideration

Unless the resulting Contract is a "time and materials" based contract, consideration for a deliverable shall be up to but may not exceed the cost for a deliverable listed in the fully executed contract, regardless of hours worked or other expenses related to a deliverable. The WSLCB will not provide consideration for additional hours worked because the Bidder underestimated the amount of time a deliverable would take to complete.

2.2.4 Additional Costs

The Bidder agrees that the WSLCB shall NOT be responsible for any additional costs or expenses incurred by Bidder in the performance of work which include but are not limited to travel, lodging, meals, and other miscellaneous expenses otherwise incurred by the Bidder.

3 REQUIRED SUBMITTALS

Bidders must include, at a minimum, the following electronic submittals attached to an email.

The proposal must include the signature of an authorized bidder representative on all documents requiring a signature.

Proposals which do not include any of the following required submittals will be rejected for non-responsiveness.

3.1 STAFFING CAPABILITIES (SCORED)

3.2 RESOURCING PLANS (SCORED)

3.3 COST PROPOSAL (SCORED)

3.4 ATTACHMENT A - (3) REFERENCES FOR THE FIRM (NOT SCORED)

3.5 ATTACHMENT F – CONTRACTOR DIVERSITY INCLUSION PLAN (NOT SCORED)

3.6 ATTACHMENT C – BIDDER PROFILE (NOT SCORED)

3.7 ATTACHMENT D – CERTIFICATIONS AND ASSURANCES (NOT SCORED)

Bidder agrees that, in addition to the references identified by the Bidder in response to this Section, the WSLCB may contact any other entity or person the WSLCB wants to contact with regard to the Bidder and/or proposed Staff Resource and that this contact may be used by the WSLCB in evaluating the Bidders response

4 DELIVERY OF PROPOSALS

4.1 DELIVERY METHOD

All proposals must be emailed to the Procurement Coordinator.

- a. The proposal is to be sent to the Coordinator as an attachment to an email at the address listed on the cover page of this document.
- b. The email must be identified in the subject line as "Response to "K1189".
- c. Facsimile transmissions, mailed or hand delivered proposals will not be accepted.
- d. Improperly delivered proposals will be rejected as non-responsive.
- e. The WSLCB assumes no responsibility for confirmation of receipt and cannot discuss contents prior to the due date and time.
- f. All proposals and any accompanying documentation become the property of the WSLCB and will not be returned.

4.2 DUE DATE AND TIME

Proposals in their entirety must be received by the Procurement Coordinator by the due date and time. Late proposals will be rejected as non-responsive.

- a. The "receive date/time" posted by the WSLCB's email system will be used as the official time stamp.
- b. Bidders should allow sufficient time to ensure timely receipt by the Procurement Coordinator.
- c. The WSLCB assumes no responsibility for delays and or errors caused by bidder's e-mail, DEPARTMENT's email, network events or any other party.
- d. The WSLCB reserves the right, at its sole discretion, to disqualify any response and withdraw it from consideration if it is received after the due date and time.

4.3 PROPOSAL FORMAT

- a. Any attachments must be in PDF, Microsoft Project, Microsoft Word 2007, or later, file format or Microsoft Excel 2007, or later, file format if appropriate.

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- b. The total combined file size of attachments cannot exceed 20 MB or your email will be blocked.

5 EVALUATION AND AWARD

To aid in the evaluation process, after the due date and time, the WSLCB may require individual bidders to appear at a date, time and place determined by the WSLCB 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 the WSLCB's intention to award.

During evaluation, the WSLCB 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 proposal being rejected as non-responsive.

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

5.1 AWARD CRITERIA

Award will be based on the following criteria and will be in accordance with provisions identified in [RCW 39.26.160](#) and other criteria identified in the solicitation.

Preliminary Score Requirements/Criteria	Possible Points Assigned
Demonstrated Staffing Capabilities	200
Resourcing Plans	200
Financial Quotation/Cost	100
TOTAL	500

The WSLCB 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. The WSLCB reserves the right to waive a reference check. Bidders deemed non-responsive may be rejected.

5.2 EVALUATION PROCESS

The DEPARTMENT is not limited to the lowest bid and reserves the right to award the Contract to the bidder whose proposal is deemed to be in WSLCB's best interest. The WSLCB has the ability to enter into negotiations for Best and Final Offer (BAFO), but bidders are strongly encouraged to provide their best response.

All numbers/equations are rounded to the nearest one-hundredth.

5.2.1 Initial Determination of Responsiveness

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

The WSLCB 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, the WSLCB reserves the right, at its option, to either: (1) cancel the procurement, or (2) revise or delete the mandatory item.

5.2.2 Cost Evaluation

This cost evaluation will focus on the Not-to-Exceed hourly rate. **The WSLCB will only accept bids up to \$175.00 an hour for each Business Analyst submitted by the firm. Unless, the WSLCB agrees to a price change for a Business Analyst. Any bids received over \$175.00 an hour will be deemed Non-Responsive.**

The bidder with the lowest hourly rate will receive the maximum (100) cost evaluation points. Those proposals with higher hourly rates will receive proportionately fewer cost evaluation points based upon the lowest Not-to-Exceed hourly rate.

Firms Name	Hourly Rate Not to Exceed

Example:

Bidder A: (Lowest Not-to-Exceed Hourly Rate)	\$500.00 = 100 Points Lowest Bidder receives all 100 available points
Bidder B: (2nd Lowest Not-to-Exceed Hourly Rate)	\$650.00 $(\$500.00 / \$650.00) \times 100 = 76.92$ Points Lowest Bid / Higher Bid = Percentage of Available Points * Available Points = Points Awarded

5.2.3 Non-Cost Evaluation

An Evaluation Team will evaluate non-cost submittals and assign scores as set forth herein.

The Evaluation Team members need not award all possible points and will score the non-cost submittal consistent with their values and best professional judgment. The Evaluation Team members will primarily focus on the considerations stated in the solicitation.

In addition to presiding over the Evaluation Team, Procurement Coordinator may review the non-cost submittals provide input, assemble evaluation aids, or perform other functions helpful to the Evaluation Team. The Evaluation Team may engage in a free flow of discussion with other Evaluation Team members and the Procurement Coordinator prior to, during, and after the evaluation.

The scoring of the questions may be performed in isolation or together as a group, or a combination of both.

5.2.3.1 Evaluation Points

- The evaluation will be based only upon the response and not upon the evaluator’s external experience with, or perception of, the Bidder or upon Bidder presentations made prior to the release of this document.
- Points will be assigned based upon the evaluator’s interpretation of the effectiveness and efficiency of the Bidder’s response to each requirement.

5.2.3.2 Oral Interviews Will be Required

The WSLCB may, after evaluating the written proposals, elect to schedule oral interviews. The WSLCB, at its sole discretion, may elect to select the top five (5) finalists for an oral interview and final determination of contract award. Commitments made by the Bidder at the oral interview, if any, will be considered binding. The oral presentation can be considered independently to result in the selection of the Apparently Successful Bidder.

The Procurement Coordinator will notify finalists of the date, time, and location of the oral presentations.

The WSLCB will select evaluators for the oral interviews based on their qualifications, experience and background relevant to this solicitation. These evaluators may include evaluators who reviewed the written Proposals or WSLCB staff who will work with the successful Bidder. **WSLCB will not allow interviews to be conducted via teleconferencing.**

5.2.4 Economic and Environmental Goals

In support of the state's environmental and economic goals, although not an award factor (unless otherwise specified herein), Bidders are encouraged to consider the following in responding to this RFQ:

- Support for a diverse supplier pool, including small, veteran-, minority- and women-owned business enterprises. Achievement of these goals is encouraged whether directly or indirectly or through subcontractors.
- Use of environmentally preferable goods and services to include post-consumer waste and recycled content.
- Products made or grown in Washington.

5.2.5 Inmate Work Program Preference – RCW 39.26.250

Any person, firm or organization which makes any bid to provide any goods or any services shall be granted a preference over other bidders if:

- The goods or services have been or will be produced or provided in whole or in part by any inmate work program of the Department of Corrections and
- An amount equal to at least fifteen percent of the total bid amount has been or will be paid by the person, firm or organization to inmates as wages. The preference provided under this section shall be equal to ten percent of the total bid amount.

The preference shall be used for bid evaluation purposes only and the actual dollars bid shall be the contracted amount.

5.3 SCORING REQUIREMENTS

- Bidders are required to respond to all requirements in section 3.
- Evaluations are based only upon the quality of the proposed solution described in the response to this Work Request. Evaluators will be instructed to score only upon the content of the response and not upon any knowledge obtained through prior experience with the Bidder.
- It is in the Bidder's best interest, therefore, to be thorough and fully responsive in preparing its response (answers) to these requirements. Failure of the Bidder to respond to any one scored requirement will result in the Bidder receiving a score of zero (0) or no score for that part of their response.

5.4 CONTRACT AWARD

5.4.1 Apparently Successful Bidder

5.4.1.1 Selection

The evaluation process is designed to award the contract not necessarily to the Bidder of least cost but rather to that Bidder with the best combination of attributes based upon the evaluation criteria, with the best value. The WSLCB is seeking the highest quality solution that can be delivered in the required time frame.

The Procurement Coordinator will review the final scores and recommend the Proposed Apparently Successful Bidder based upon the above criteria.

5.4.1.2 Negotiation

The Proposed Apparently Successful Bidder will be notified via mail, e-mail and/or fax. The WSLCB may then enter into contract negotiations.

5.4.1.3 Designation

Designation as the Apparently Successful Bidder does not imply that the state will issue an award; it merely suggests that the state believes a proposal to be responsive and offer the best value to the WSLCB. This designation allows the WSLCB an opportunity to perform a responsibility analysis and ask for additional documentation. The WSLCB is also at liberty to re-review and determine whether a proposal is responsive as initially determined. Bidder must not construe the notification of intended award, impending award, or attempts to negotiate, etc. as a final award decision. Any assumptions are done so at the bidder's own risk and expense.

Should contract negotiations fail to be completed within 30 days after initiation, the WSLCB may immediately cease contract negotiations and declare the second lowest Bidder the new Proposed Apparently Successful Bidder and enter into contract negotiations with that Bidder. This process will continue until a contract is signed or no qualified bidders remain.

5.5 Award Notification

After all considerations, all bidders responding to this solicitation will be notified when the WSLCB has confirmed its intent to award. An award notification will be sent out via WEBS, notifying all bidders. The date of announcement of award will be the date of the notification from the WSLCB of the selection of the Apparently Successful Bidder in accordance with [RCW 39.26.030\(2\)](#),

6 BIDDER REQUIREMENTS

6.1 ELIGIBILITY

A bidder must have a master contract with DES for the category specified on the cover page in order to submit a proposal to this solicitation.

The DES master contract must be current and bidders may be required to provide confirmation. Failure to provide confirmation upon request will result in rejection.

Note: DES assumes no responsibility for executing master contracts with companies prior to the closing date of this or any Solicitation and will not modify its evaluation schedule.

6.2 WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS)

Bidders must be registered in Washington State's enterprise Bidder registration and bid notification system (currently Washington's Electronic Business Solution or WEBS). See [WEBS registration and search tips](#). Questions about the registration process may be directed to WEBSCustomerService@des.wa.gov or (360) 902-7400, 8:00 am to 5:00 pm, Monday – Friday.

To ensure receipt of all solicitation documents, the documents for this solicitation 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 proposal. Bidders accept full responsibility and liability for failing to receive any amendments resulting from their failure to register with WEBS and download the solicitation from WEBS, and hold the DEPARTMENT harmless from all claims of injury or loss resulting from such failure.

Bidders are solely responsible for:

- Properly registering with WEBS
- Maintaining an accurate Bidder profile in WEBS
- Downloading the solicitation consisting of the solicitation with all related attachments and exhibits for which your company is interested in competing for
- Downloading all current and subsequent solicitation amendments

7 ADDITIONAL INSTRUCTIONS TO BIDDERS

7.1 AUTHORIZED COMMUNICATION

All bidder communications concerning this solicitation must be directed to the Procurement Coordinator. Unauthorized contact regarding this solicitation with other state employees involved with the solicitation may result in disqualification. All oral communications will be considered unofficial and non-binding on the WSLCB. Bidders should rely only on written statements issued by the Procurement Coordinator, such as solicitation amendments.

7.2 ESTABLISHED BUSINESS

Prior to commencing performance, or prior to that time if required by WSLCB, law or regulation, Bidder must be an established business 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. Bidder shall maintain compliance with these requirements throughout the life of this Contract.

WSLCB reserves the right to require submission 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.

7.3 DEBARMENT OR SUSPENSION

The Bidder certifies, by submittal of a Proposal 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, or suspended, by any Federal or state department or agency.

7.4 BIDDER QUESTIONS

Questions regarding this solicitation will be allowed consistent with the schedule. All questions must be submitted in writing to the Procurement Coordinator.

The WSLCB will provide written answers for questions received by the question and answer period’s deadline. WSLCB is not required to respond to all questions received. Answers will be posted to WEBS.

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 will 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.

7.5 COMPLAINTS, DEBRIEFS AND PROTESTS

7.6 Complaints

Issues or concerns not resolved to a bidder's satisfaction during a normal question and answer period or a pre-bid meeting may be addressed through a complaint only on the following the grounds:

- the solicitation unnecessarily restricts competition;
- the evaluation or scoring process is unfair or flawed; or
- the solicitation requirements are inadequate or insufficient to prepare a proposal.

A complaint must:

- be received by Procurement Coordinator not less than five business days prior to the due date and time. Otherwise, an untimely complaint may be rejected without further consideration at the discretion of the WSLCB; and
- be in writing.

A complaint should:

- clearly articulate the basis of the complaint consistent with the compliant criteria; and
- include a proposed remedy.

Upon receipt of a timely complaint, the WSLCB will consider all the facts available and respond in writing prior to the due date and time.

The Procurement Coordinator shall promptly post the proposal to a timely complaint on WEBS.

The WSLCB's response to the complaint is final and not subject to appeal although; the Procurement Coordinator may issue further clarification if needed. Issues raised in a complaint may not be raised again during the protest period.

Failure to follow the complaint procedure described herein may be seen as a waiver on the part of the bidder and prevent the complaint from being honored and exercised.

Complaints, must:

- be in writing (e-mail is acceptable);
- be submitted by an authorized agent of the Bidder;
- be delivered within the time frame(s) outlined herein;
- be sent to the Procurement Coordinator identified in the solicitation;
- include solicitation identifiers (i.e. title and number) ;
- Be clearly labeled as a "Complaint".

Additionally, all complaints must:

- state all facts and arguments on which the Bidder is relying as the basis for its action; and
- include any supporting documentation.

7.7 Debriefs

A debriefing conference provides an opportunity for a bidder to meet with the Procurement Coordinator to discuss the evaluation and scoring.

Only bidders who have submitted timely proposals may request debriefing conferences.

Requests for debriefing conferences must be communicated in writing (email acceptable) to the Procurement Coordinator within three business days of the announcement of the apparent successful bidder(s).

A debriefing conference may be conducted either in person or by telephone and may be limited to a specified period of time, as determined by the Procurement Coordinator. Debriefing conferences may take place shortly following the request. Therefore, bidders should plan ahead and have alternate representatives available. The Procurement Coordinator will not allow for lengthy delays nor allow debriefing conferences to be used as delay tactics.

The failure of a bidder to submit a timely request for and attend a debriefing conference shall constitute a waiver of the right to protest.

7.8 Protests

Only bidders who have submitted timely proposals and have had a debriefing conference may protest.

Upon completion of a debriefing conference, a bidder is allowed five business days to file a protest with the Procurement Coordinator.

Protests may only be based on one or more of the following:

- Bias, discrimination, or conflict of interest on the part of an evaluator;
- errors were made in computing the score;
- the WSLCB failed to follow procedures established in the solicitation document.

A protest must:

- be submitted to and received by the Procurement Coordinator, within five business days of the protesting bidder's debriefing conference;
- be in writing (e-mail is acceptable);
- include a specific and complete statement of facts forming the basis of the protest; and
- include a description of the relief or corrective action requested.

Upon receiving a protest, the Procurement Coordinator will forward the protest and all relevant information to a neutral party which had no involvement with the solicitation process. This representative will conduct a review, and issue a written response within 10 business days of receipt of the protest, unless additional time is required. Should additional time be required, the protesting party will be notified.

The final determination of the protest will:

- Find the protest lacking in merit and uphold the WSLCB's action; or
- Find only technical or innocuous errors in the acquisition process and determine the WSLCB to be in substantial compliance and reject the protest; or
- Find merit in the protest and provide options which may include:
 - Correcting the errors and re-evaluating all proposals, and/or
 - Reissuing the solicitation and beginning a new process, or
 - Making other findings and determining other courses of action as appropriate.

If the WSLCB determines that the protest is without merit, they will enter into a contract with the Apparent Successful Bidder(s). If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

The protest decision is final and not subject to appeal. If the protesting bidder does not accept the agency protest decision, the bidder may seek relief in Superior Court.

Debrief requests and protests must:

- be in writing (e-mail is acceptable);
- be submitted by an authorized agent of the bidder;
- be delivered within the time frame(s) outlined herein;
- be sent to the Procurement Coordinator identified in the solicitation;
- include solicitation identifiers (i.e. title and number) ;
- Be clearly labeled as a "Debrief", or "Protest".

Additionally, all protests must:

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- state all facts and arguments on which the bidder is relying as the basis for its action; and
 - include any supporting documentation.

A bidder's failure to follow debrief and protest procedures described herein may be seen as a waiver on the part of the bidder and prevent a debrief request or protest from being honored and exercised.

8 GENERAL INFORMATION

8.1 RIGHT TO CANCEL

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

8.2 INFORMATION AVAILABILITY

In accordance with [RCW 39.26.030\(2\)](#), Proposal contents (including pricing information) and evaluations are exempt from disclosure until the WSLCB announces the apparent successful bidder.

8.3 Non-Endorsement and Publicity

In selecting Bidders, WSLCB is not endorsing the Bidder's products or services, nor suggesting that they are the best or the only solution to their needs.

8.4 Award of Related Contracts

The WSLCB may undertake to award supplemental contracts for work related to this solicitation and/or the resulting Contract or any portion thereof.

8.5 Proprietary or Confidential Information

All proposals submitted become the property of the WSLCB and a matter of public record after the WSLCB announces the Apparent Successful Bidder.

Any information contained in the proposal that is proprietary or confidential must be clearly designated. Marking of the entire proposal or entire sections thereof as proprietary or confidential will not be accepted nor honored. The WSLCB will not honor designations by the bidder where pricing is marked proprietary or confidential.

8.6 Order Documents / Second-Tier Contracts

A proposal submitted to this solicitation is an offer to contract with the WSLCB. Order documents resulting from this solicitation will be designated as second-tier contracts. Second-tier contracts are established upon award, acceptance and signature by both parties.

8.7 Solicitation Amendments

The WSLCB reserves the right to revise the schedule or other portions of this solicitation at any time. Changes or corrections will be by one or more written Amendment(s), dated, attached to or incorporated in and made a part of this Solicitation document. All changes must be authorized and issued in writing by the 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 proposal. Bidders must carefully read each amendment to ensure they have met all requirements of the solicitation.

8.8 Withdrawal or Modification of Proposal

Bidders are liable for errors or omissions contained in their Proposal.

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- After Proposal submittal but prior to Proposal Due Date and time: the Bidder may modify or withdraw their Proposal.
 - After Proposal Due Date and time: No Proposal shall be altered or amended, however, WSLCB reserves the right to contact Bidder for clarification.

8.9 Incorporation of Documents into Contract

This solicitation document, any subsequent amendments and the bidder's proposal will be incorporated into the WSLCB's order document or second-tier contract which is in turn, incorporated into the contractor's master or first-tier contract with DES.

Second-tier contracts may include additional or conflicting terms and conditions as determined by the WSLCB. In the event of any conflict, the terms of the second-tier contract shall prevail.

9 SAMPLE CONTRACT

The awarded contractor will be required to enter into a contract substantially similar to Attachment A. By responding to this solicitation, bidders certify that they have read, understand, and agree to the terms and conditions contained within the SAMPLE CONTRACT.