

STATE OF WASHINGTON
Department of
Community, Trade and Economic Development

REQUEST FOR PROPOSALS

09-RFP-842

PROJECT TITLE:

Washington New Americans Program

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1. INTRODUCTION

1.1 PURPOSE AND BACKGROUND

The Washington State Department of Community, Trade and Economic Development, hereafter called "AGENCY," is initiating this Request for Proposals (RFP) to solicit proposals from firms interested in contracting for the establishment and implementation of the Washington New Americans program. The purpose of the program is to provide naturalization assistance for legal permanent residents who are eligible to become citizens. The AGENCY has a broad interest in expanding the business economy and meeting work free needs. Many new residents come to the United States to participate in the demand occupations offered by science and technology jobs.

1.2 OBJECTIVE

The AGENCY is seeking to contract with an entity to do marketing and outreach to legal immigrants and to coordinate naturalization assistance for the New Americans program. The assistance, shall include, but is not limited to: curriculum design, counseling, outreach to immigrant communities, application processing and legal screening, and citizenship preparation services. The state funding and the contract award are contingent upon verification of receipt, by the contractor(s) of at least a twenty-five (25) percent match of non-state funding. The AGENCY and the contractor(s) shall develop performance measures for the program. Within sixty (60) days of the close of each fiscal year for which state funding is provided, the AGENCY and the contractor(s) shall report to the governor and the legislature on the outcome of the program and the performance measures. The legislature has expressed the intent to provide \$2,000,000 in the 2009-11 fiscal biennium to conclude this program.

1.3 MINIMUM QUALIFICATIONS

- The Contractor must be licensed to perform work in Washington State.
- The Contractor must have a minimum of three years of experience in a subject matter impacting legal residents who enter the United States from various parts of the world.
- The Contractor must have experience in developing a new program that may or may not lead to on-going funding.
- We are looking for a coordination organization through which sub-contracts may be executed for the services. The organization must be able to provide technical services and assistance for curricular writing, etc. as indicated above in the objective.
- The Contractor should have demonstrated state-wide outreach to diverse ethnic and geographic sectors by working with local community-based organizations, mutual assistance centers, labor unions, and non-profit organizations.
- The Contractor must have experience working with national partners who work with immigrants and key New American partners.
- The Contractor must have experience leveraging initial assets for long-term program viability.
- The Contractor must have demonstrated capability to partner with both private and public sector organizations in order to leverage funding for additional support.
- The Contractor must have the ability and capacity to build relationships and be leaders in/with civic management organizations.

- The Contractor must have experience leveraging media messages in economic development terminology to garner future support for immigrants.
- The Contractor must have at least three non-Bidder owned customer references for whom the Bidder has provided similar services during the past 12 months preceding the bid due date.
- The Contractor must provide evidence of insurance coverage as provided in paragraph 2.17 of this RFP.

1.4 FUNDING

The AGENCY has in its budget an amount not to exceed \$326,800 in state fiscal year 2009 for this project. Proposals in excess of \$326,800 will be rejected as non-responsive and will not be evaluated.

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

1.5 PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about October 1, 2008 and to end on June 30, 2009. Amendments extending the period of performance, if any, shall be at the sole discretion of the AGENCY. If additional funding is provided to the AGENCY through the legislative budget approval process, there may be a time extension along with a funding increase for this project.

1.6 DEFINITIONS

Definitions for the purposes of this RFP include:

Agency – The Department of Community Trade and Economic Development is the agency of the state of Washington that is issuing this RFP.

Contractor – Individual, company or organization submitting a proposal in order to attain a contract with the AGENCY.

Proposal – A formal offer submitted in response to this solicitation.

Request for Proposals (RFP) – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFP is to permit the applicant to suggest various approaches to meet the need at a given price.

1.7 ADA

The AGENCY complies with the Americans with Disabilities Act (ADA). Contractors may contact the RFP Coordinator to receive this Request for Proposals in Braille or on tape.

2. GENERAL INFORMATION FOR CONTRACTORS

2.1 RFP COORDINATOR

The RFP Coordinator is the sole point of contact in the AGENCY for this procurement. All communication between the Contractor and the AGENCY upon receipt of this RFP shall be with the RFP Coordinator.

Denise Fry, RFP Coordinator
CTED – Community Services Division
128 – 10th Avenue SW
P.O. Box 42525
Olympia, WA 98504-2525
Telephone Number: 360-725-4148
Fax Number: 360-586-0489
Email Address: denisef@cted.wa.gov

Any other communication will be considered unofficial and non-binding on the AGENCY. Contractors are to rely on written statements issued by the RFP Coordinator. Communication directed to parties other than the RFP Coordinator may result in disqualification of the Contractor.

2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Proposals to interested parties	July 10, 2008
All questions due to Denise Fry at denisef@cted.wa.gov	July 18, 2008
All questions and answers will be posted on the CTED website	July 24, 2008
Electronic proposals are due to CTED by 12:00 p.m. (Noon) (PDT)	August 4, 2008
Signed hard copy proposals are due to CTED by 12:00 p.m. (PDT)	August 4, 2008
RFP's evaluated/rated by Rating Committee with recommendations Submitted to the Assistant Director	August 22, 2008
Announce "Apparent Successful Bidder" and send notification via FAX or email to unsuccessful proposers	August 27, 2008
Negotiate contract and send out for signature	September 12, 2008
Signed contracts returned to CTED for execution	September 26, 2008
Begin contract work	October 1, 2008

The AGENCY reserves the right to revise the above schedule.

2.3 PROPOSED TASKS

Outreach and marketing to immigrant communities to connect with all racial and ethnic groups to heighten the awareness of the general public as to services offered for naturalization.

Curriculum design for U.S. History, civics, and English classes needed to prepare for passing the test required by United States Citizenship and Immigration Services (USCIS)

Counseling services for legal immigrants not on public assistance applying for naturalization to determine if following through on the application will benefit them or not, based on their past legal history.

Application processing, legal screening, and citizenship preparation services for legal immigrants not on public assistance.

Verification by the contractor(s) of at least a twenty-five (25) percent match of non-state funding.

2.4 SUBMISSION OF PROPOSALS

Proposals must be submitted in both hard copy and electronically. Proposals may not be transmitted via facsimile.

When submitting the proposal in **hard copy**, the following information is applicable. Contractors are required to submit three (3) copies of their proposal. One (1) copy must have original signatures. The proposal, whether mailed or hand delivered, must be received by the AGENCY no later than **12:00 p.m. (Noon) local time in Olympia, Washington, on August 4, 2008**. The proposal is to be sent to the RFP Coordinator at the address shown above. The envelope should be clearly marked to the attention of the RFP Coordinator, who is the agency's sole point of contact for this procurement.

Contractors mailing proposals should allow normal mail delivery time to ensure timely receipt of their proposals by the RFP Coordinator. Contractors assume the risk for the method of delivery chosen. The AGENCY assumes no responsibility for delays caused by any delivery service.

When submitting the **proposal electronically**, the following information is applicable. Proposals being submitted electronically must be submitted as an attachment to an e-mail to the RFP Coordinator named above. **Proposals must arrive by 12:00 p.m. (Noon) local time in Olympia, Washington, on August 4, 2008**. Attachments to e-mail shall be on Microsoft Word software. Zipped files cannot be received by CTED and cannot be used for submission of proposals. Contractors submitting proposals via e-mail shall also send copies of the cover submittal letter and the certifications and assurances with original signatures to the RFP Coordinator. The AGENCY does not assume responsibility for any problems in the e-mail.

Late proposals will not be accepted and will be automatically disqualified from further consideration. The proposals must respond to the procurement requirements. Do not respond by referring to material presented elsewhere. The proposal must be complete and must stand on its own merits.

Failure to respond to any portion of the procurement document may result in rejection of the proposal as non-responsive. All proposals and any accompanying documentation become the property of the AGENCY and will not be returned.

2.5 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

Materials submitted in response to this competitive procurement shall become the property of the AGENCY.

All proposals received shall remain confidential until the contract, if any, resulting from this RFP, is signed by the Director of the AGENCY, or the Director's designee, and the apparent successful Contractor; thereafter, the proposals shall be deemed public records as defined in the Revised Code of Washington (RCW) 42.56, "Public records."

Any information in the proposal that the Contractor desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.56 must be clearly designated. The page must be identified and the particular exception from disclosure upon which the Contractor is making the claim. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on the lower right hand corner of the page.

The AGENCY will consider a Contractor's request for exemption from disclosure; however, the AGENCY will make a decision predicated upon RCW 42.56. Marking the entire proposal exempt from disclosure will not be honored. The Contractor must be reasonable in designating information as confidential. If any information is marked as proprietary in the proposal, such information will not be made available until the affected proposer has been given an opportunity to seek a court injunction against the requested disclosure.

A charge will be made for copying and shipping, as outlined in RCW 42.56.120. No fee shall be charged for inspection of contract files, but twenty-four (24) hours notice to the RFP Coordinator is required. All requests for information should be directed to the RFP Coordinator.

2.6 REVISIONS TO THE RFP

In the event it becomes necessary to revise any part of this RFP, addenda will be provided via e-mail or in hardcopy to all who were sent the RFP.

If you download this RFP from the Department of Community, Trade, and Economic Development website located at <http://www.cted.wa.gov/>, you are responsible for sending your name, address, e-mail address, and telephone number to the RFP Coordinator in order for your organization to receive any RFP amendments or bidder questions/agency answers.

The AGENCY also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract.

2.7 MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

In accordance with the legislative findings and policies set forth in Chapter 39.19 RCW, the state of Washington encourages participation in all of its contracts by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation or on a subcontractor basis. However, no preference will be included in the evaluation of proposals, no minimum level of MWBE participation shall be required as a condition for receiving an award and proposals will not be rejected or considered non-responsive on that basis. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply.

2.8 ACCEPTANCE PERIOD

Proposals must provide 60 days for acceptance by the AGENCY from the due date for receipt of proposals.

2.9 RESPONSIVENESS

All proposals will be reviewed by the RFP Coordinator to determine compliance with administrative requirements and instructions specified in this RFP. The Contractor is specifically notified that failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive.

The AGENCY also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

2.10 MOST FAVORABLE TERMS

The AGENCY reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms that the Contractor can propose. There will be no best and final offer procedure. The AGENCY does reserve the right to contact a Contractor for clarification of its proposal during the evaluation process. In addition, if the Contractor is selected as the apparent successful contractor, the AGENCY reserves the right to enter into contract negotiations with the apparent successful contractor, which may include discussion regarding the terms of the proposal. Contract negotiations may result in incorporation of some or the Contractor's entire proposal. The Contractor should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. It is also understood that the proposal will become part of the official procurement file.

2.11 CONTRACT AND GENERAL TERMS & CONDITIONS

The apparent successful contractor will be expected to enter into a contract that is substantially the same as the sample contract and its general terms and conditions attached as Exhibit B. In no event is a Contractor to submit its own standard contract terms and conditions in response to this solicitation. The Contractor may submit exceptions as allowed in the Certifications and Assurances section, Exhibit A to this solicitation. The AGENCY will review requested exceptions and accept or reject the same at its sole discretion.

2.12 COSTS TO PROPOSE

The AGENCY will not be liable for any costs incurred by the Contractor in preparation of a proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

2.13 NO OBLIGATION TO CONTRACT

This RFP does not obligate the state of Washington or the AGENCY to contract for services specified herein.

2.14 REJECTION OF PROPOSALS

The AGENCY reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this RFP.

2.15 COMMITMENT OF FUNDS

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

2.16 ELECTRONIC PAYMENT

The state of Washington prefers to utilize electronic payment in its transactions. The successful contractor will be provided a form to complete with the contract to authorize such payment method.

2.17 INSURANCE COVERAGE

The Contractor is to furnish the Agency with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.

The Contractor shall, at its own expense, obtain and keep in force insurance coverage that shall be maintained in full force and effect during the term of the contract. The Contractor shall furnish evidence in the form of a Certificate of Insurance that insurance shall be provided, and a copy shall be forwarded to the Agency within fifteen (15) days of the contract effective date.

Liability Insurance

- 1) Commercial General Liability Insurance: Contractor shall maintain general liability (CGL) insurance and, if necessary, commercial umbrella insurance, with a limit of not less than \$1,000,000 per each occurrence. If CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit. All insurance shall cover liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insured's (cross liability) condition.

Additionally, the Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

- 2) Business Auto Policy: As applicable, the Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto."

Employers Liability ("Stop Gap") Insurance

In addition, the Contractor shall buy employers liability insurance and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

Additional Provisions

Above insurance policy shall include the following provisions:

1. **Additional Insured.** The state of Washington, [agency name], its elected and appointed officials, agents and employees shall be named as an additional insured on all general

liability, excess, umbrella and property insurance policies. All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State.

2. **Cancellation.** State of Washington, Department of Community, Trade and Economic Development, shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications. Insurers subject to 48.18 RCW (Admitted and Regulation by the Insurance Commissioner): The insurer shall give the State 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation. Insurers subject to 48.15 RCW (Surplus lines): The State shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.
3. **Identification.** Policy must reference the State's contract number and the agency name.
4. **Insurance Carrier Rating.** All insurance and bonds should be issued by companies admitted to do business within the state of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by the CTED Program Manager or the Risk Manager for the state of Washington, before the contract is accepted or work may begin. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.
5. **Excess Coverage.** By requiring insurance herein, the State does not represent that coverage and limits will be adequate to protect Contractor and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to the State in this contract.

Worker's Compensation Coverage

The Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The State will not be held responsive in any way for claims filed by the Contractor or their employees for services performed under the terms of this contract.

3. PROPOSAL CONTENTS

Proposals must be submitted on eight and one-half by eleven (8 1/2 x 11) inch paper, preferably with tabs separating the major sections of the proposal. Electronic submittals shall be formatted to print on this size paper. The four major sections of the proposal are to be submitted in the order noted below:

1. Signed or Certified Letter of Submittal, including signed Certifications and Assurances (Exhibit A to this RFP).
2. Technical Proposal.
3. Management Proposal.
4. Budget Proposal.

Proposals must provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the proposal, but should assist the Contractor in preparing a thorough response.

Items in this section marked “mandatory” must be included as part of the proposal for the proposal to be considered responsive; however, these items are not scored. Items marked “scored” are those that are awarded points as part of the evaluation conducted by the evaluation team.

3.1 LETTER OF SUBMITTAL (MANDATORY)

The Letter of Submittal and the attached Certifications and Assurances form (Exhibit A to this RFP) must be signed and dated by a person authorized to legally bind the Contractor to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include by attachment the following information about the Contractor and any proposed subcontractors:

1. Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom contract would be written.
2. Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.).
3. Legal status of the Contractor (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business, as the entity now substantially exists.
4. Federal Employer Tax Identification number or Social Security number and the Washington Uniform Business Identification (UBI) number issued by the state of Washington Department of Revenue.
5. Location of the facility from which the Contractor would operate.
6. Identify any State employees or former State employees employed or on the firm’s governing board as of the date of the proposal. Include their position and responsibilities within the Contractor’s organization. If following a review of this information, it is determined by the AGENCY that a conflict of interest exists, the Contractor may be disqualified from further consideration for the award of a contract.

3.2 TECHNICAL PROPOSAL (SCORED/MANDATORY)

The Technical Proposal must contain a comprehensive description of services no more than five pages including the following elements:

- A. Project Approach/Methodology** – Include a complete description of the Contractor’s proposed approach and methodology for the project. This section should convey the Contractors understanding of the proposed project.
- B. Work Plan** – Include all project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of the project defined in this RFP. This section of the technical proposal must contain sufficient detail to convey to members of the evaluation team the Contractor’s knowledge of the subjects and skills necessary to successfully complete the project. Include any required involvement of AGENCY staff. The Contractor may also present any creative approaches that might be appropriate and may provide any pertinent supporting documentation.

- C. Project Schedule** – Include a project schedule indicating when the elements of the work will be completed and when deliverables, if any, will be provided.
- D. Deliverables** – Fully describe deliverables to be submitted under the proposed contract.
- E. Outcomes and Performance Measurement** – Describe the impacts/outcomes the Contractors propose to achieve as a result of the delivery of these services including how these outcomes would be monitored, measured and reported to the state agency.
- F. Risks** - Ask the Contractor to address potential risks associated with this contract. Examples include:

Overall Risk

Define risks you identify as being significant to the success of the project. Include how you would propose to effectively monitor and manage these risks, including reporting of risks to the AGENCY'S contract manager.

Specific Risks

- Outline a proposal for minimizing staff turnover and its impact on the AGENCY'S contract management staff.
- Provide a business continuation plan that illustrates how you will monitor and manage through times of labor disruption, loss of facility and/or key staff/personnel.
- Explain how you will ensure that you do not duplicate services provided by the Department of Social and Health Services naturalization program

3.3 MANAGEMENT PROPOSAL

A. Project Management (SCORED/MANDATORY)

1. **Project Team Structure/Internal Controls** - Provide a description of the proposed project team structure and internal controls to be used during the course of the project, including any subcontractors. Provide an organizational chart of your firm indicating lines of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level of management. Include who within the firm will have prime responsibility and final authority for the work.
2. **Staff Qualifications/Experience** – Identify staff, including subcontractors, who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel, and include the amount of time each will be assigned to the project. Provide résumés for the named staff, which include information on the individual's particular skills related to this project, education, experience, significant accomplishments and any other pertinent information. The Contractor must commit that staff identified in its proposal will actually perform the assigned work. Any staff substitution must have the prior approval of the AGENCY.

B. Experience of the Contractor (SCORED/MANDATORY)

1. Indicate the experience the Contractor and any subcontractors have in the following areas:
 - At least three years of experience within the past four years, providing citizenship services to refugees and immigrants.
 - Language capacity to serve the groups included in your response.
 - A state of Washington business license.
 - Professional qualifications and licenses to perform proposed services.
 - If your response includes legal consultation and assistance, you must have:
 - Admission to the Washington State Bar Association, and
 - USCIS Board of Immigration Appeals accreditation.
2. Indicate other relevant experience that indicates the qualifications of the Contractor, and any subcontractors, for the performance of the potential contract.
3. Include a list of contracts the Contractor has had during the last three years that relate to the Contractor's ability to perform the services needed under this RFP. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and fax numbers/e-mail addresses.

C. References (SCORED/MANDATORY)

List names, addresses, telephone numbers, and fax numbers/e-mail addresses of three business references work has been accomplished for and briefly describe the type of service provided. The Contractor and staff proposed to provide the services must grant permission to the AGENCY to contact references, and others for whom services have been provided. Do not include current AGENCY staff as references. References will be contacted and scored for the top-ranking proposal(s) only.

D. Related Information (MANDATORY)

1. If the Contractor or any subcontractor contracted with the state of Washington during the past 24 months, indicate the name of the agency, the contract number and project description and/or other information available to identify the contract.
2. If the Contractor's staff or subcontractor's staff was an employee of the state of Washington during the past 24 months, or is currently a Washington State employee, identify the individual by name, the agency previously or currently employed by, job title or position held and separation date.
3. If the Contractor has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the Contractor's non-performance or poor performance and the issue of performance was either:
 - (a) Not litigated due to inaction on the part of the Proposer, or
 - (b) Litigated and such litigation determined that the Proposer was in default.
4. Submit full details of the terms for default including the other party's name, address, and phone number. Present the Contractor's position on the matter. The AGENCY will evaluate the facts and may, at its sole discretion, reject the

proposal on the grounds of the past experience. If no such termination for default has been experienced by the Contractor in the past five years, so indicate.

E. OMWBE Certification (Optional)

Include proof of certification issued by the Washington State Office of Minority and Women-Owned Business if certified minority-owned firm and/or women-owned firm(s) will be participating on this project.

3.4 COST PROPOSAL

The maximum fee for this contract must be \$326,800 or less to be considered responsive to this RFP. Non-responsive proposals will not be evaluated.

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

A. Identification of Costs (SCORED/MANDATORY)

Identify all costs including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. The Contractor is to submit a fully detailed budget including staff costs, administrative costs, travel costs, and any other expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Contractors are required to collect and pay Washington State sales tax, if applicable.

Costs for subcontractors are to be broken out separately.

B. Computation

Bidder scores for the Cost Proposal will be based on the total dollar bid of each bidder.

4. EVALUATION AND CONTRACT AWARD

ALL MANDATORY REQUIREMENTS MUST BE MET IN ORDER TO BE EVALUATED.

4.1 EVALUATION PROCEDURE

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

AGENCY, at its sole discretion, may elect to select the top-scoring firms as finalists for an oral presentation.

4.2 CLARIFICATION OF PROPOSAL

The RFP Coordinator may contact the Contractor for clarification of any portion of the Contractor's proposal.

4.3 EVALUATION WEIGHTING AND SCORING

The following weighting and points will be assigned to the proposal for evaluation purposes:

Technical Proposal – 40%		80 points
Project Approach/Methodology	15 points (maximum)	
Quality of Work Plan	30 points (maximum)	
Project Schedule	10 points (maximum)	
Project Deliverables	10 points (maximum)	
Outcome and Performance Measures	10 points (maximum)	
Overall Risk	05 points (maximum)	
Management Proposal – 30%		60 points
Project Team Structure/Internal Controls	15 points (maximum)	
Staff Qualifications/Experience	15 points (maximum)	
Experience of the Contractor	30 points (maximum)	
Budget Proposal – 30%		<u>60 points</u>
Sub-Total		200 points
References [top-scoring proposer(s) only]		<u>10 points</u>
GRAND TOTAL FOR WRITTEN PROPOSAL		210 points

References will be contacted for the top-scoring proposer(s) only and will then be scored and added to the total score.

4.4 ORAL PRESENTATIONS MAY BE REQUIRED

Written submittals and oral presentations, if considered necessary, will be utilized in selecting the winning proposal. The AGENCY, at its sole discretion, may elect to select the top scoring finalists from the written evaluation for an oral presentation and final determination of contract award. Final selection will be based on oral presentation scores only. Should the AGENCY elect to hold oral presentations, it will contact the top-scoring firm(s) to schedule a date, time and location. Commitments made by the Contractor at the oral interview, if any, will be considered binding.

4.5 NOTIFICATION TO PROPOSERS

Firms whose proposals have not been selected for further negotiation or award will be notified via FAX or by e-mail.

4.6 DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conversation may be scheduled with an unsuccessful Proposer. The request should be received by the RFP Coordinator within three (3) business days after the announcement of the apparently successful bidder.

Discussion will be limited to a critique of the requesting Bidder's proposal. Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing

conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one hour.

4.7 PROTEST PROCEDURE

This procedure is available to Contractors who submitted a response to this solicitation document and who have participated in a debriefing conversation. Upon completing the debriefing conversation, the Contractor is allowed three (3) business days to file a protest of the acquisition with the RFP Coordinator. Protests may be submitted by facsimile, but should be followed by the original document.

Contractors protesting this procurement shall follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Contractors under this procurement.

All protests must be in writing and signed by the protesting party or an authorized Agent. The protest must state the grounds for the protest with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included. All protests shall be addressed to the RFP Coordinator.

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination or conflict of interest on the part of the evaluator.
- Errors in computing the score.
- Non-compliance with procedures described in the procurement document or AGENCY policy.

Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as: 1) an evaluator's professional judgment on the quality of a proposal, or 2) AGENCY'S assessment of its own and/or other agencies needs or requirements.

Upon receipt of a protest, a protest review will be held by the AGENCY. The AGENCY director or an employee delegated by the Director who was not involved in the procurement will consider the record and all available facts and issue a decision within five business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may affect the interest of another Contractor that submitted a proposal, such Contractor will be given an opportunity to submit its views and any relevant information on the protest to the RFP Coordinator.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold the AGENCY's action; or
- Find only technical or harmless errors in the AGENCY's acquisition process and determine the AGENCY to be in substantial compliance and reject the protest; or
- Find merit in the protest and provide the AGENCY options which may include:
 - Correct the errors and re-evaluate all proposals, and/or
 - Reissue the solicitation document and begin a new process, or

–Make other findings and determine other courses of action as appropriate.

If the AGENCY determines that the protest is without merit, the AGENCY will enter into a contract with the apparently successful contractor. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

5. RFP EXHIBITS

Exhibit A: Certifications and Assurances

Exhibit B: CTED Contract including General Terms and Conditions

