



**STATE OF WASHINGTON
DEPARTMENT OF COMMERCE**

REQUEST FOR PROPOSALS (RFP)

RFP NO. 22-31455

NOTE: You are responsible for checking the website here [Contracting with Commerce - Washington Department of Commerce](#) to receive notice of any RFP amendments or consultant questions/agency answers.

PROJECT TITLE: Firearm Violence Intervention and Prevention Landscape Analysis

PROPOSAL DUE: December 3, 2021 at 3:00 PM, PST

ESTIMATED TIME PERIOD FOR CONTRACT: January 11, 2022 – June 30, 2022

CONSULTANT ELIGIBILITY: This procurement is open to those consultants that satisfy the minimum qualifications stated herein and that are available for work in Washington State.

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2. General Information for Consultants
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 - A. Certifications and Assurances
 - B. Diverse Business Inclusion Plan
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1. INTRODUCTION

1.1. PURPOSE AND BACKGROUND

The Washington State Department of Commerce hereafter called "COMMERCE," is initiating this Request for Proposals (RFP) to solicit proposals from consultants interested leading a project to gather and report out on foundational data and analysis to allow COMMERCE and stakeholders to better understand and meet firearm violence intervention and prevention needs in communities across Washington state.

The [Washington Office of Firearm Safety & Violence Prevention](#) (OFSVP) was created in COMMERCE in 2020 to provide statewide leadership, coordination and technical assistance to promote effective state and local efforts to reduce preventable injuries and deaths from firearm violence. To effectively enable this work, we need to understand the landscape we are working in. To do that, we must engage experts and stakeholders and assist organizations in adopting evidence-based solutions and strategies responsive to community needs.

COMMERCE intends to award one contract to provide the services described in this RFP.

1.2. OBJECTIVES AND SCOPE OF WORK

To identify and inform how to best secure and direct intervention and prevention resources to communities most impacted by firearm violence across Washington State, COMMERCE is commissioning a **landscape analysis**.

This foundational work should be directed at

- Assessing the existing public safety ecosystem in communities with concentrations of firearms violence across the state,
- Inventorying existing violence prevention and intervention services in those communities and identifying gaps or weaknesses in those services, and
- Making recommendations to COMMERCE to
 - Build the capacity to expand programming where it's needed most, including accessing and delivering technical assistance and training to help organizations apply and compete for state funding, and to help communities and the state access federal or private funding and assistance,
 - Strengthen and better align ongoing efforts including delivering ongoing, optional technical assistance and training to organizations to administer their grants and build their skills and capacity to meet the needs of their communities over the lifecycle of their programs, and
 - Otherwise best deploy the responsibilities and resources of OFSVP and/or other state agencies to guide and improve firearm violence intervention and prevention efforts statewide.

The steps taken to develop the landscape analysis could include

- Gathering input from researchers, state and local agencies, and community members and leaders, especially those impacted by firearm violence, including conducting
 - Interviews,
 - Surveys, and
 - Focus groups
- Reviewing published studies and existing data from local, state and national sources including data from both the state and local public health and criminal justice systems,
- Inventorying and analyzing existing, relevant services, organizations and leaders working to intervene in and prevent firearm violence in highly impacted communities, and
- Working with COMMERCE to design and prepare a comprehensive report and supporting materials laying out the findings and recommendations that emerge from the review and analysis. Clear, crisp, accessible communication materials are essential to enable stakeholders to understand and visualize options, strategies, and benefits.

1.3 MINIMUM QUALIFICATIONS

Minimum qualifications include:

- a. Licensed to do business in the state of Washington or submit a statement of commitment that it will become licensed in Washington within thirty (30) calendar days of being selected as the Apparent Successful Contractor.
- b. Demonstrated experience providing analysis, recommendations and/or guidance related to community services.
- c. Demonstrated experience conducting or participating in community engagement initiatives that impact public safety including experience working with government agencies and non-governmental organizations.
- d. Experience preparing reports, infographics, presentations, and other materials to be used in public outreach.

1.4 FUNDING

COMMERCE has budgeted an amount not to exceed **\$200,000** for this project. Proposals in excess of this amount will be considered non-responsive and will not be evaluated.

Any contract awarded as a result of this procurement is contingent upon the availability of funding.

1.5 PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about January 11, 2022 and to end on June 30, 2022. Amendments extending the period of performance, if any, shall be at the sole discretion of COMMERCE.

COMMERCE reserves the right to extend the contract for two one-year periods.

1.6 CONTRACTING WITH CURRENT OR FORMER STATE EMPLOYEES

Specific restrictions apply to contracting with current or former state employees pursuant to chapter [42.52](#) of the Revised Code of Washington. Proposers should familiarize themselves with the requirements prior to submitting a proposal that includes current or former state employees.

1.7 DEFINITIONS

Definitions for the purposes of this RFP include:

Apparent Successful Contractor: The consultant selected as the entity to perform the anticipated services, subject to completion of contract negotiations and execution of a written contract.

Consultant: Organization or company interested in the RFP and that may or does submit a proposal to attain a contract with COMMERCE.

Contractor: Organization or company whose proposal has been accepted by COMMERCE and is awarded a fully executed, written contract.

COMMERCE or AGENCY: The Department of Commerce is the agency of the state of Washington that is issuing this RFP.

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

Proposer: Organization or company that submits a proposal to attain a contract with COMMERCE.

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 consultant community to suggest various approaches to meet the need at a given price.

1.8 ADA

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

2. GENERAL INFORMATION FOR CONSULTANTS

2.1. RFP COORDINATOR

The RFP Coordinator is the sole point of contact in COMMERCE for this procurement. All communication between the Consultant and COMMERCE upon release of this RFP shall be with the RFP Coordinator, as follows:

Name	Abigail Snyder
E-Mail Address	Abigail.snyder@commerce.wa.gov

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

2.2. ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Proposals	11/12/2021
Question & answer period	11/12/2021 – 11/23/2021
Final Answers to Q&A posted no later than	11/24/2021
Proposals due	12/3/2021 3:00 p.m. PST
Evaluate proposals	12/6/2021 – 12/17/2021
Conduct oral interviews with finalists, if required	12/20/2021
Announce “Apparent Successful Contractor” and send notification via e-mail to unsuccessful proposers	12/21/2021
Hold debriefing conferences (if requested)	12/22/2021 – 12/28/2021
Negotiate contract	12/27/2021 – 1/11/2022
Begin contract work	1/11/2022

COMMERCE reserves the right to revise the above schedule.

2.3 QUESTIONS AND ANSWERS

COMMERCE will be bound only to COMMERCE's written answers to questions received via email by the RFP Coordinator within the question and answer period specified in Section 2.2. A copy of the Questions received and COMMERCE's Answers will be posted on the COMMERCE website here: [Contracting with Commerce - Washington Department of Commerce](#).

2.4 LETTER OF INTENT

No Letter of Intent is required to be submitted under this RFP.

2.5 SUBMISSION OF PROPOSALS

Proposals must be **received by the RFP Coordinator via e-mail** no later than **3:00 PM**, Pacific Standard Time on **December 3, 2021**.

Proposals must be submitted electronically as an attachment to an e-mail to the RFP Coordinator, at the e-mail address listed in Section 2.1. Attachments to e-mail shall be in Microsoft Word format or PDF. Zipped files cannot be received by COMMERCE and cannot be used for submission of proposals. The cover submittal letter and the Certifications and Assurances form must have a scanned signature of the individual within the organization authorized to bind the Consultant to the offer. COMMERCE does not assume responsibility for problems with Consultant's e-mail. If COMMERCE email is not working, appropriate allowances will be made.

Proposals may not be transmitted in hard copy or using facsimile transmission.

Consultants should allow sufficient time to ensure timely receipt of the proposal by the RFP Coordinator. **Late proposals will not be accepted and will be automatically disqualified from further consideration**, unless COMMERCE e-mail is found to be at fault at COMMERCE'S sole determination. Requests for deadline extensions will not be granted.

2.6 PROPRIETARY INFORMATION AND PUBLIC DISCLOSURE

Proposals and any accompanying documentation submitted in response to this competitive procurement shall become the property of COMMERCE and will not be returned. All proposals received shall remain confidential until the Apparent Successful Contractor is announced; thereafter, the proposals shall be deemed public records as defined in [Chapter 42.56 of the Revised Code of Washington \(RCW\)](#).

Any information in the proposal that the Consultant desires to claim as proprietary and exempt from disclosure under the provisions of [Chapter 42.56 RCW](#), or other state or federal law that provides for the nondisclosure of your document, must be clearly designated. The information must be clearly identified and the particular exemption from disclosure upon which the Consultant is making the claim must be cited. Each page containing the information claimed to be exempt from disclosure must be clearly identified by the words "Proprietary Information" printed on the lower right hand corner of the page. Marking the entire proposal exempt from disclosure or as Proprietary Information will not be honored.

If a public records request is made for the information that the Consultant has marked as "Proprietary Information," COMMERCE will notify the Consultant of the request and of the date that the records will be released to the requester unless the Consultant obtains a court order enjoining that disclosure. If the Consultant fails to obtain the court order enjoining disclosure, COMMERCE will release the requested information on the date specified. If a Consultant obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to [Chapter 42.56 RCW](#), or other state or federal law that provides for nondisclosure, COMMERCE shall maintain the confidentiality of the Consultant's information per the court order.

A charge will be made for copying and shipping, as outlined in [Chapter 42.56 RCW](#). 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.

2.7 REVISIONS TO THE RFP

In the event it becomes necessary to revise any part of this RFP, addenda will be published on the COMMERCE website here [Contracting with Commerce - Washington Department of Commerce](#). For this purpose, the published questions and answers and any other pertinent information shall be provided as an addendum to the RFP and will be placed on the COMMERCE website.

You are responsible for checking the COMMERCE website to access any RFP addenda and/or the final questions and answers.

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

2.8 DIVERSE BUSINESS INCLUSION PLAN

Consultants will be required to submit a Diverse Business Inclusion Plan with their proposal. In accordance with legislative findings and policies set forth in [Chapter 39.19 RCW](#), the state of Washington encourages participation in all contracts by firms certified by the office of Minority and Women's Business Enterprises (OMWBE), set forth in RCW [43.60A.200](#) for firms certified by the Washington State Department of Veterans Affairs, and set forth in [RCW 39.26.010](#) for firms that are Washington Small Businesses. Participation may be either on a direct basis or on a subcontractor basis. However, no preference on the basis of participation is included in the evaluation of Diverse Business Inclusion Plans submitted, and no minimum level of minority- and women-owned business enterprise (MWBE), Washington Small Business, or Washington State certified Veteran Business participation is required as a condition for receiving an award. Any affirmative action requirements set forth in any federal governmental rules included or referenced in the contract documents will apply.

COMMERCE has the following agency goals:

- 10% participation by Minority Owned Business
- 6% participation by Women Owned Business
- 5% participation by Veteran Owned Business
- 5% participation by Small Businesses

2.9 ACCEPTANCE PERIOD

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

2.10 COMPLAINT PROCESS

Consultants may submit a complaint to COMMERCE based on any of following:

- a) The solicitation unnecessarily restricts competition;
- b) The solicitation evaluation or scoring process is unfair; or
- c) The solicitation requirements are inadequate or insufficient to prepare a response.

A complaint may be submitted to COMMERCE at any time prior to five days before the date proposals are due. The complaint must meet the following requirements:

- a) The complaint must be in writing;
- b) The complaint must be sent via e-mail to the RFP Coordinator in a timely manner;
- c) The complaint should clearly articulate the basis for the complaint; and
- d) The complaint should include a proposed remedy.

The RFP Coordinator will respond to the complaint in writing. The Director of COMMERCE will be notified of all complaints and will be provided a copy of COMMERCE'S response. The complaint may not be raised again during the protest period. COMMERCE'S action or inaction in response to the complaint will be final. There will be no appeal process.

2.11 RESPONSIVENESS

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

COMMERCE also reserves the right at its sole discretion to waive minor administrative irregularities.

2.12 MOST FAVORABLE TERMS

COMMERCE 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 which the Consultant can propose. There will be no best and final offer procedure. COMMERCE reserves the right to contact a Consultant for clarification of its Proposal.

The Apparent Successful Contractor should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some, or all, of the Consultant's Proposal. It is understood that the Proposal will become a part of the official procurement file on this matter without obligation to COMMERCE.

2.13 CONTRACT GENERAL TERMS & CONDITIONS

The Apparent Successful Contractor will be expected to enter into a contract which is substantially the same as the sample contract and its general terms and conditions attached as Exhibit D. In no event is a Consultant to submit its own standard contract terms and conditions in response to this solicitation. The Consultant may submit exceptions as allowed in the Certifications and Assurances form, Exhibit A to this solicitation. All exceptions to the contract terms and conditions must be submitted as an attachment to Exhibit A. COMMERCE will review requested exceptions and accept or reject the same at its sole discretion.

2.14 COSTS TO PROPOSE

COMMERCE will not be liable for any costs incurred by the Consultant in preparation of a Proposal submitted in response to this RFP, travel to or conduct of a presentation, or any other activities related to responding to this RFP

2.15 NO OBLIGATION TO CONTRACT

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

2.16 REJECTION OF PROPOSALS

COMMERCE 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.

2.17 COMMITMENT OF FUNDS

The Director of COMMERCE or delegate is the only individual who may legally commit COMMERCE 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.

2.18 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.

2.19 INSURANCE COVERAGE

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

The Contractor shall, at its own expense, obtain and keep in force insurance coverage which 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 COMMERCE within fifteen (15) days of the contract effective date. Standard insurance requirements are included within the sample contract and its special terms and conditions attached as Exhibit D.

3. PROPOSAL CONTENTS

Proposals must be written in English and submitted electronically via e-mail to the RFP Coordinator in the order noted below:

1. Letter of Submittal, including signed Certifications and Assurances form (Exhibit A to this RFP)
2. Technical Proposal
3. Management Proposal
4. Cost Proposal
5. Diverse Business Inclusion Plan (Exhibit B to this RFP)
6. Workers' Rights Certification (Exhibit C to this RFP)

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 Consultant in preparing a thorough response.

Items 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 Consultant 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 Consultant and any proposed subcontractors:

- A. Name, address, principal place of business, telephone number, and e-mail address of legal entity or individual with whom contract would be written.
- B. Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.)
- C. Legal status of the Consultant (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.
- D. Federal Employer Tax Identification number or Social Security number, Statewide Vendor Number, and the Washington Uniform Business Identification (UBI) number issued by the state of Washington Department of Revenue. If the Consultant does not have a UBI number, the Consultant must state that it will become licensed in Washington within thirty (30) calendar days of being selected as the Apparent Successful Contractor.
- E. Location of the facility from which the Consultant would operate.
- F. Identity of 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 Consultant's organization. If following a review of this information, it is determined by COMMERCE that a conflict of interest exists, the Consultant may be disqualified from further consideration for the award of a contract.

3.2. TECHNICAL PROPOSAL (SCORED)

The Technical Proposal must contain a comprehensive description of services including the following elements:

- A. Project Approach/Methodology:** Include a complete description of the Consultant's proposed approach and methodology for the project. This section should convey Consultant's 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 Consultant's knowledge of the subjects and skills necessary to successfully complete the project. Include any required involvement of COMMERCE staff. The Consultant 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. Project schedule must ensure that any deliverables requested are met.
- D. Outcomes and Performance Measurement:** Describe the impacts/outcomes the Consultant proposes to achieve as a result of the delivery of these services including how these outcomes would be monitored, measured and reported to COMMERCE.
- E. Risks:** The Consultant must identify potential risks that are considered significant to the success of the project. Include how the Consultant would propose to effectively monitor and manage these risks, including reporting of risks to the COMMERCE contract manager.
- F. Deliverables:** Fully describe deliverables to be submitted under the proposed contract. Deliverables must support the requirements set forth in Section 1.2, Objectives and Scope of Work.

3.3. MANAGEMENT PROPOSAL

A. Project Management (SCORED)

- 1. **Project Team Structure and 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 and 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 resumes 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 Consultant must commit that staff identified in its proposal will actually perform the assigned work. Any staff substitution must have the prior approval of COMMERCE.

B. Experience of the Consultant (SCORED)

- 1. Indicate the experience the Consultant and any subcontractors have in the following areas:
 - Group facilitation and presentations, including experience working with government agencies and non-governmental organizations.
 - Providing analysis, recommendations and/or guidance related to community services.
 - Conducting or participating in community engagement initiatives that impact public safety.

- Preparing reports, infographics, presentations, and other materials to be used in public outreach.
- 2. Indicate other relevant experience that indicates the qualifications of the Consultant, and any subcontractors, for the performance of the potential contract.
- 3. Include a list of contracts the Consultant has had during the last five years that relate to the Consultant's ability to perform the services needed under this RFP. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and e-mail addresses.

C. Related Information (MANDATORY)

1. If the Consultant 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 Consultant'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 Consultant 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 Consultant's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Consultant, or (b) litigated and such litigation determined that the Consultant was in default. Submit full details of the terms for default including the other party's name, address, and phone number. Present the Consultant's position on the matter. COMMERCE 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 Consultant in the past five years, so indicate.

D. References (MANDATORY)

List names, addresses, telephone numbers, and e-mail addresses of three (3) business references for the Consultant and briefly describe the type of service provided. Do not include current COMMERCE staff as references. By submitting a proposal in response to this Work Request, the Consultant and team members grant permission to COMMERCE to contact these references and others, who from COMMERCE'S perspective, may have pertinent information. COMMERCE may or may not, at COMMERCE'S discretion, contact references. COMMERCE may evaluate references at COMMERCE'S discretion.

E. OMWBE Certification (OPTIONAL AND NOT SCORED)

Include proof of certification issued by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) if one or more small businesses owned and controlled by minority, women, or socially and economically disadvantaged will be participating on this project. For more information please visit: <http://www.omwbe.wa.gov>.

3.4. COST PROPOSAL

The maximum fee for this contract must not exceed the amount specified in section 1.4 to be considered responsive to this RFP. COMMERCE has budgeted an amount not to exceed \$200,000 for this project. Proposals in excess of this amount will be considered non-responsive and will not be evaluated.

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

Consultants are encouraged to submit proposals which are consistent with state government efforts to conserve state resources.

A. Identification of Costs (SCORED)

Identify all costs in U.S. dollars including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. The Consultant is to submit a fully detailed budget including staff costs and any expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Consultants are required to collect and pay Washington state sales and use taxes, as applicable.

Costs for subcontractors are to be broken out separately. Please note if any subcontractors are certified by the Office of Minority and Women's Business Enterprises.

B. Computation

The score for the cost proposal will be computed by dividing the lowest cost bid received by the Consultant's total cost.

4. EVALUATION AND CONTRACT AWARD

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(s), to be designated by COMMERCE, which will determine the ranking of the Proposals.

COMMERCE, at its sole discretion, may elect to invite the top-scoring Proposers as finalists for an oral interview.

The RFP Coordinator may contact the Consultant for clarification of any portion of the Consultant's Proposal.

4.2. EVALUATION BREAKDOWN

The following weighting will be assigned to the Proposal for evaluation purposes:

Technical Proposal – 75%

- Project Approach/Methodology
- Work Plan
- Project Schedule
- Outcome and Performance Measurement
- Risks
- Deliverables

Management Proposal – 25%

- Project Team Structure
- Internal Controls
- Staff Qualifications and Experience

Cost Proposal is computed in accordance with section 3.4(B) and the result is then added to the combined score for the Technical and Management Proposals.

Workers' Rights Certification – Those firms which certify they **do not** require their employees to sign an individual arbitration clause as a condition of employment will receive an extra 5% added to their score (see Exhibit C).

COMMERCE reserves the right to award the contract to the Consultant whose Proposal is deemed to be in the best interest of COMMERCE and the state of Washington.

4.3. ORAL INTERVIEWS MAY BE REQUIRED

After evaluating the written Proposals COMMERCE may elect to schedule oral interviews of the finalists. Should oral invitations become necessary, COMMERCE will contact the top-scoring Proposer(s) from the written evaluation to schedule a date, time, and location. Commitments made by the Consultant at the oral interview, if any, will be considered binding.

The oral interview will determine the Apparent Successful Contractor

4.4 NOTIFICATION TO PROPOSERS

COMMERCE will notify the Apparent Successful Contractor of their selection in writing upon completion of the evaluation process. Individuals or firms whose proposals were not selected for further negotiation or award will be notified separately by e-mail.

4.5 DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Any Consultant who has submitted a proposal and been notified that they were not selected for contract award may request a debriefing conference. The request for a debriefing conference must be received via e-mail by the RFP Coordinator no later than 5:00 p.m. PST on the third business day following the transmittal of the Unsuccessful Proposer Notification. The debriefing conference must be scheduled within three (3) business days of the request.

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

- Evaluation and scoring of the firm's proposal;
- Critique of the proposal based on the evaluation; and
- Review of Proposer's final score in comparison with other final scores *without* identifying the other firms or reviewing their proposals.

Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person, on the telephone or on a virtual platform and will be scheduled for a maximum of one hour.

4.6 PROTEST PROCEDURE

Protests may be made only by Proposers who submitted a response to this RFP and who have participated in a debriefing conference. Protests must be received via e-mail by the RFP Coordinator no later than 5:00 p.m. PST, on the fifth business day following the debriefing conference. Protests may be submitted by e-mail, but must then be followed by the document with an original signature.

Consultants protesting this RFP 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 Consultants under this RFP.

All protests must be in writing, addressed to the RFP Coordinator, and signed by the protesting party or an authorized Agent. The protest must state the RFP number, 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.

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 an evaluator;
- Errors in computing the score; or
- Non-compliance with procedures described in the procurement document or COMMERCE 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) COMMERCE'S assessment of its own and/or other agencies needs or requirements.

Upon receipt of a protest, a protest review will be held by COMMERCE. The COMMERCE 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 ten (10) 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 Consultant that also submitted a proposal, such Consultant 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 COMMERCE'S action; or
- Find only technical or harmless errors in COMMERCE'S acquisition process and determine COMMERCE to be in substantial compliance and reject the protest; or
- Find merit in the protest and provide COMMERCE 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 COMMERCE determines that the protest is without merit, COMMERCE will enter into a contract with the Apparent 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 Diverse Business Inclusion Plan
- Exhibit C Workers' Rights Certification
- Exhibit D Service Contract Format with General Terms and Conditions

CERTIFICATIONS AND ASSURANCES

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract:

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by COMMERCE without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
4. In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. If there are exceptions to these assurances, I/we have described them in full detail on a separate page attached to this document.
5. I/we understand that COMMERCE will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of COMMERCE, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Proposer and will not be knowingly disclosed by him/her prior to opening, directly or indirectly, to any other Proposer or to any competitor.
7. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
8. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
9. I/we grant COMMERCE the right to contact references and others who may have pertinent information regarding the ability of the Consultant and the lead staff person to perform the services contemplated by this RFP.
10. If any staff member(s) who will perform work on this contract has retired from the State of Washington under the provisions of the 2008 Early Retirement Factors legislation, his/her name(s) is noted on a separately attached page.

We (check one):

- are** submitting proposed Contract exceptions. (See Section 2.12, Contract and General Terms and Conditions.) If Contract exceptions are being submitted, I/we have attached them to this form.
- are not** submitting proposed Contract exceptions (*default if neither are checked*).

On behalf of the Consultant submitting this proposal, my signature below attests to the accuracy of the above statement as well as my authority to bind the submitting organization.

 Signature of Proposer

 Date

 Printed Name

 Title

DIVERSE BUSINESS INCLUSION PLAN

Do you anticipate using, or is your firm, a State Certified Minority Business?	Y/N
Do you anticipate using, or is your firm, a State Certified Women's Business?	Y/N
Do you anticipate using, or is your firm, a State Certified Veteran Business?	Y/N
Do you anticipate using, or is your firm, a Washington State Small Business?	Y/N

If you answered No to all of the questions above, please explain:

Please list the approximate percentage of work to be accomplished by each group:

Minority	___%
Women	___%
Veteran	___%
Small Business	___%

Please identify the person in your organization who will manage your Diverse Inclusion Plan responsibility:

Name: _____
Phone: _____
E-Mail: _____

CONTRACT TEMPLATE

Provided only to familiarize applicants with the terms of their contract should they be selected.

State Funded Services Contract:

<https://deptofcommerce.box.com/s/kdpo1nwxfp8m8gcphizg12hruhobdw4w>