



**STATE OF WASHINGTON
DEPARTMENT OF COMMERCE**

REQUEST FOR PROPOSALS (RFP)

RFP NO. S23-31455-300

NOTE:

REVISIONS TO THE RFP. In the event it becomes necessary to revise any part of this RFP, amendments will be posted on Washington's Electronic Bid System (WEBS) at <https://fortress.wa.gov/ga/webs/> and the Commerce website at [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 these websites. Interested applicants are responsible for checking the website(s) for any amendments prior to submitting an application. COMMERCE reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract.

QUESTIONS. Questions about this RFP must be submitted to the RFP Coordinator via email between July 25, 2022 and August 8, 2022 at 5:00 p.m. Pacific Time. COMMERCE will post answers on the Commerce website at [Contracting with Commerce - Washington Department of Commerce](#) on Fridays with a final Q&A document to be posted no later than August 9, 2022 at 5:00 p.m. Pacific Time. For this purpose, the published questions and answers shall be provided as an addendum to the RFP.

PROJECT TITLE: Technical Assistance and Training Support to Violence Intervention and Prevention Programs

NOTICE OF INTEREST DUE: August 12, 2022 at 5:00 p.m., Pacific Time

PROPOSAL DUE: August 22, 2022 at 5:00 p.m., Pacific Time

ESTIMATED TIME PERIOD FOR CONTRACT: September 16, 2022– June 30, 2023

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



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1. INTRODUCTION

1.1 PURPOSE AND BACKGROUND

Background

The Washington State Legislature in 2022 set aside funding for the Washington State Department of Commerce, hereafter called "COMMERCE," to invest in evidence-based prevention and intervention services to individuals, particularly youth, at high risk to perpetrate gun violence and who reside in areas with high rates of gun violence. The overall goal is to reduce the number and impacts of youth-involved shootings, homicides, and firearm-related crime within the communities of focus. COMMERCE is initiating this Request for Proposals (RFP) to solicit proposals for a consultant to provide **Technical Assistance and Training** (TA) to up to six agencies and community-based organizations providing evidence-based intervention services using this funding (**service providers**).

COMMERCE intends to award a single contract to provide the TA described in this RFP.

1.2 OBJECTIVES, AND SCOPE OF WORK

COMMERCE is seeking a consultant to support service providers and the outcome of up to six violence intervention and prevention programs supported by funding from COMMERCE. The TA Contractor, will:

1. Build organizational capacity to support the sustainability of organizations and programs;
2. Support the development of work plans to ensure fidelity of services and program implementation; and
3. Provide oversight and support of data collection, outcomes analysis, and reporting.

Applicants may propose to subcontract any of the deliverables set forth below but must include the intended Subcontractor and their qualifications in the Proposal.

1. **BUILDING ORGANIZATIONAL CAPACITY.** The TA Contractor will:

- a. Assist the service providers in building effective capacity including staffing, financial management, ongoing assessment and improvement, and sustainability planning.
- b. Assign each service provider a TA coach to conduct an assessment to understand capacity, readiness for program implementation, staffing, and budgeting; deliver a summary of the findings and recommended next steps to the service provider, and provide customized TA based on the results of the assessment process including consistent, scheduled weekly check-ins.
- c. Provide support for the service providers to honor different cultural beliefs, diverse populations, interpersonal styles, attitudes, and behaviors in program development, administration, and provision of proposed services.
- d. Conduct additional activities as appropriate including cross-site trainings for service providers on a variety of youth violence evidence-base program strategies- and operations-related topics, create and facilitate peer-to-peer networking/consultation/information-sharing sessions for the various stakeholders involved in the work, and/or assist in the development or refinement of referral pathways and protocols.

2. **PROGRAM FIDELITY AND DELIVERY SUPPORT.** The TA Contractor will:

- a. Collaborate with service providers to create individualized work plans identifying key tasks, specific protocols and strategies to meet program goals and the deliverables outlined in their contracts with COMMERCE.

b. Monitor compliance with the work plan and troubleshoot compliance challenges that arise.

3. **DATA COLLECTION AND ANALYSIS.** The TA Contractor will:

a. Support the service providers' data collection, reporting, and analysis of performance measures to ensure effective program implementation and support continuous improvement.

b. Monitor and assist service providers in an evaluation process led by the University of Washington Harborview Firearm Injury and Policy Research Program.

4. **OUTCOMES AND PERFORMANCE MEASURES.** The successful Contractor will be required to submit quarterly progress reports to COMMERCE, and a final report at the end of the contract period. The specific outcomes and performance measures to be reported on will be agreed to between COMMERCE and the Contractor as part of the contract negotiations, but will include measures and performance indicators such as

- Number, hours and date of one-on-one technical assistance sessions provided for individualized support to service providers.
- Number, hours and date of capacity building training provided to individual service providers.
- Number, date and description of peer networking events or trainings/workshops hours provided to service providers as a whole.
- Evaluation of service providers to indicate changes in capacity, confidence, and skills as a result of participation in technical assistance, training, and peer networking;
- Evaluation of service providers demonstrating increased capacity through receipt of funding, increases in capacity, success in implementing projects, and accomplishing funded deliverables.

Award recipients may want to develop additional performance measures specifically related to the activities outlined in their Proposal and may track and report all measures on a quarterly basis as a final assessment report of this project will be developed and shared in order to inform future initiatives.

1.3 MINIMUM QUALIFICATIONS

Minimum qualifications include:

- 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 an Apparently Successful Contractor; and
- Five or more years of experience developing relationships in communities experiencing high rates of violence, including specific experience working with evidence-based violence and intervention strategies implementation science; and trauma-informed principles.

Proposals that do not clearly meet or exceed all minimum qualifications listed above will be considered non-responsive and will not be evaluated.

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 September 16, 2022 and to end on June 30, 2023. 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/Bidder/Vendor/Grantee/Awardee: The proposer selected as the entity to perform the anticipated services, subject to completion of contract negotiations and execution of a written contract.

Contractor: Proposer(s) whose proposal has been accepted by COMMERCE and is awarded a fully executed, written contract. Also called Grantee, Awardee, Recipient, or Vendor.

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: Individual, firm, organization, company, or other entity or group of entities that submits a proposal in order 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 proposer community to suggest various approaches to meet the need at or below a given funding level.

1.8 ADA

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

2. GENERAL INFORMATION FOR PROPOSERS

2.1 RFP COORDINATOR

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

Name	Sharon Livernois
E-Mail Address	Sharon.livernois@commerce.wa.gov

Any other communication will be considered unofficial and non-binding on COMMERCE. Proposers 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 Proposer.*

2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Proposals	07/25/2022
Question & answer period	07/25-08/08/2022
Answers to Q&A posted no later than 5:00 p.m. PT	08/09/2022
Notice of Interest due no later than 5:00 p.m. PT	08/12/2022
Proposals due no later than 5:00 p.m. PT	08/22/2022
Evaluate proposals	08/22-08/26/2022
Announce "Apparent Successful Contractor" and send notification via e-mail to unsuccessful Proposers	08/29/2022
Hold debriefing conferences (if requested)	08/30-09/2/2022
Negotiate contract	08/29-09/16/2022
Begin contract work	09/16/2022

COMMERCE reserves the right to revise the above schedule.

2.3 NOTICE OF INTEREST REQUIRED

A bidder's Notice of Interest must be received by the RFP Coordinator by the date specified in Section 2.2. **Proposals received from those who did not timely submit a Notice of Interest will be disqualified.** Submitting a Notice of Interest is not binding and the submitter may choose not to propose without penalty. Notices of Interest should be on organization letterhead and include the RFP number, a statement of intent to submit a proposal to this RFP, and identify the organization's contact person.

2.4 SUBMISSION OF PROPOSALS

The proposal must be **received by the RFP Coordinator** no later than 5:00, Pacific Time on **August 22, 2022**.

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 Proposer to the offer. COMMERCE does not assume responsibility for problems with Proposer's e-mail. If COMMERCE email is not working, appropriate allowances will be made.

Proposals may not be transmitted using facsimile transmission.

Proposers 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. All proposals and any accompanying documentation become the property of COMMERCE and will not be returned.

2.5 PROPRIETARY INFORMATION AND PUBLIC DISCLOSURE

Proposals submitted in response to this competitive procurement shall become the property of COMMERCE. 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 Proposer 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 Proposer 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 Proposer has marked as "Proprietary Information," COMMERCE will notify the Proposer of the request and of the date that the records will be released to the requester unless the Proposer obtains a court order enjoining that disclosure. If the Proposer fails to obtain the court order enjoining disclosure, COMMERCE will release the requested information on the date specified. If a Proposer 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 Proposer's information per the court order.

A charge will be made for copying and shipping, as outlined in RCW 42.56. 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 published on Washington's Electronic Bid System (WEBS). The website can be located at <https://fortress.wa.gov/ga/webs/>. 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 website. Such addenda will also be published on an Agency page, located at <http://www.commerce.wa.gov/serving-communities/current-opportunities/>.

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

2.7 DIVERSE BUSINESS INCLUSION PLAN

Proposers are required to submit a Diverse Business Inclusion Plan with their proposal. In accordance with legislative findings and policies set forth in RCW 39.19, 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 39.26.005 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

2.8 ACCEPTANCE PERIOD

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

2.9 COMPLAINT PROCESS

Vendors 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 5 days before the bid response deadline. The complaint must meet the following requirements:

- a) The complaint must be in writing;
- b) The complaint must be sent 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 response to the complaint and any changes to the solicitation will be posted on WEBS. 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.

2.10 RESPONSIVENESS

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

Disqualified Proposers will be notified no later than after the announcement of the Apparently Successful Contractor(s).

Disqualified Proposers will be afforded a Debriefing consistent with Section 4.5.

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

2.11 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 Proposer can propose. There will be no best and final offer procedure. COMMERCE reserves the right to contact a Proposer 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 Proposer's proposal. It is understood that the proposal will become a part of the official procurement file on this matter without obligation to COMMERCE.

2.12 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. This sample contract is for information and review only and should not be returned with your proposal. In no event is a Proposer to submit its own standard contract terms and conditions in response to this solicitation. The Proposer 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, Certifications and Assurances form. COMMERCE will review requested exceptions and accept or reject the same at its sole discretion.

2.13 COSTS TO PROPOSE

COMMERCE will not be liable for any costs incurred by the Proposer 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.

2.14 NO OBLIGATION TO CONTRACT

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

2.15 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.

2.16 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.

2.17 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.

2.18 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 to the RFP Coordinator in the order noted below:

1. Letter of Submittal
2. Certifications and Assurances (Exhibit A to this RFP)
3. Technical Proposal
4. Management Proposal
5. Cost Proposal
6. Diverse Business Inclusion Plan (Exhibit B to this RFP)
7. 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 Proposer 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 AND CERTIFICATIONS AND ASSURANCES (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 Proposer 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 Proposer and any proposed subcontractors:

- A. 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.
- 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 Proposer (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 and the Washington Uniform Business Identification (UBI) number issued by the state of Washington Department of Revenue. If the Proposer does not have a UBI number, the Proposer must state that it will become licensed in Washington within thirty (30) calendar days of being selected as the Apparently Successful Contractor.
- E. Location from which the Proposer would operate.
- F. 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 Proposer's organization. If following a review of this information, it is determined by COMMERCE that a conflict of interest exists, the Proposer may be disqualified from further consideration.

3.2 TECHNICAL PROPOSAL (SCORED)

The Technical Proposal must address each criterion set forth in the Objectives and Scope of Work in Section 1.2 of this RFP, and the following elements:

- A. **Project Approach/Methodology:** Include a complete description of the Proposer's proposed approach and methodology for the project. This section should convey Proposer's understanding of the proposed project including a description of how the Proposer will: build organizational capacity; ensure program fidelity and troubleshoot identified implementation or other issues; and support data collection and evaluation reporting.
- B. **Work Plan:** Include all project requirements and the proposed tasks, services, and activities necessary to accomplish the project in compliance with this RFP. This section of the technical proposal must contain sufficient detail to convey to members of the evaluation team the Proposer's knowledge of the subject matter and possession of the skills necessary to successfully complete the project.
- C. **Project Schedule:** Include a project schedule indicating when the elements of the work will be completed and by whom. The project schedule must ensure that any deliverables requested are met.
- D. **Outcomes and Performance Measurement:** Describe the impacts/outcomes the Proposer 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:** Identify potential risks that are considered significant to the success of the project. Include how the Proposer 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 Proposer must commit that staff identified in its proposal will actually perform the assigned work, if new staff are hired and assigned to the contract during the project period a staff training plan, resume and relevant skill description must be submitted to COMMERCE.

The Contractor's staff are expected to have sufficient subject matter expertise in implementation science to assist grantees in the execution of their projects. TA staff

should have the necessary technical skills and experience to effectively coach grantees and assist them in reaching their goals along with program sustainability.

B. Experience of the Proposer (SCORED)

1. Indicate the experience the Proposer and any subcontractors have in the following areas:
 - Providing training and technical assistance support to organizations that have implemented evidence-based youth violence reduction strategies. Letters of support from previous organizations that the applicant provided TA are encouraged.
 - Providing proactive, comprehensive, user-friendly TA by developing protocols for the assessment of need and delivery of technical assistance, as well as tracking, evaluation, and follow-up.
 - Using TA strategies that include developing tools and resources, using distance learning, peer-to-peer consultations, and onsite and offsite technical assistance.
2. Indicate experience relevant to the qualifications of the Proposer, and any subcontractors, to meet the Minimum Qualifications in Section 1.3 of this RFP.
3. Include a list of contracts the Proposer has had during the last five years that relate to the Proposer'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. Related Information (MANDATORY)

1. If the Proposer 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 Proposer'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 Proposer 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 Proposer'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 Proposer'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 Proposer in the past five years, so indicate.

D. References (MANDATORY)

List names, addresses, telephone numbers, and fax numbers/e-mail addresses of three (3) business references for the Proposer and three (3) business references for the lead staff person for whom work has been accomplished and briefly describe the type of service provided. Do not include current COMMERCE staff as references. By submitting a proposal the Proposer and any partners or agents authorize 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 certified minority-, women-, or veteran-owned firm(s) 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.

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

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 presentation.

The RFP Coordinator may contact the Proposer for clarification of any portion of the Proposer's proposal. Proposers are not permitted to submit, or resubmit, any materials of any kind after the date and time stated in section 2.5 SUBMISSION OF PROPOSALS.

4.2 EVALUATION BREAKDOWN

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

Technical Proposal – 80 pts

- Project Approach/Methodology (15 pts)
- Work Plan
 - Building organizational capacity (10 pts)
 - Program fidelity and delivery support (10 pts)
 - Data collection and analysis (10 pts)
- Project Schedule (10 pts)
- Outcomes and Performance Measurement (10 pts)
- Risks (5 pts)
- Deliverables (10 pts)

Management Proposal – 20 pts

- Project Management (10 pts)
- Experience of the Proposer (10 pts)
- Related Information (not scored)
- References (not scored)

Cost Proposal – 5 pts

Workers' Rights Certification – Those Proposers that 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).

OVERALL POINTS AVAILABLE - 105

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

4.3 ORAL PRESENTATIONS MAY BE REQUIRED

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

The oral presentation will determine the Apparent Successful Contractor.

4.4 NOTIFICATION TO PROPOSERS

COMMERCE will notify the Apparent Successful Contractor(s) of their selection in writing upon completion of the evaluation process. Proposers who were not selected for further negotiation or award will be notified separately by e-mail.

4.5 DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Any Proposer who has submitted a proposal and received notice that they were not selected for contract award may request a debriefing. The request for a debriefing conference must be received by the RFP Coordinator within three (3) business days after the Unsuccessful Proposer Notification is e-mailed or faxed to the Proposer. Debriefing requests must be received by the RFP Coordinator no later than 5:00 PM, local time, in Olympia, Washington, on the third business day following the transmittal of the Unsuccessful Proposer Notification. The debriefing must be scheduled within three (3) business days of the request.

Discussion at the debriefing conference is strictly limited to the following:

- Evaluation and scoring of that Proposer's proposal;
- Any written comments from evaluators;
- Review of proposer's final score in comparison with the other final scores *without* identifying the other Proposers or reviewing their proposals.

Comparisons between proposals or evaluations of the other proposals is not allowed. Debriefing conferences may be conducted on the telephone or by other electronic means and will be scheduled for a maximum of thirty (30) minutes.

4.6 PROTEST PROCEDURE

Protests may be made only by Proposers who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the Proposer is allowed five (5) business days to file a protest with the RFP Coordinator. Protests must be received by the RFP Coordinator no later than 5:00 PM, local time, in Olympia, Washington on the fifth business day following the debriefing. Protests must be submitted by email.

Proposers 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 Proposers under this procurement.

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 from the list below 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;
- Non-compliance with procedures described in this 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 Proposer that also submitted a proposal, such Proposer 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 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, 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(s). If the protest is determined to have merit, one of the options above 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 Proposer 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.
11. I/we are not debarred from doing business with the state of Washington or the United States.

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 Proposer 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

	Yes	No
Do you anticipate using, or is your organization, a State Certified Minority Business?	<input type="checkbox"/>	<input type="checkbox"/>
Do you anticipate using, or is your organization, a State Certified Women's Business?	<input type="checkbox"/>	<input type="checkbox"/>
Do you anticipate using, or is your organization, a State Certified Veteran Business?	<input type="checkbox"/>	<input type="checkbox"/>
Do you anticipate using, or is your organization, a Washington State Small Business?	<input type="checkbox"/>	<input type="checkbox"/>

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: _____

State Services Contract Template

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