

Washington State
Department of Retirement Systems

**Legislative and Strategic Project
Mainframe Programming**

Solicitation Number: WR 14-008-01

Information Technology Professional Services (ITPS)

Second-Tier Solicitation (Work Request)





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Solicitation Number: WR 14-008-01

Project Name: *Legislative and Strategic Project Mainframe Programming*

This is a second-tier solicitation pursuant to Washington State Department of Enterprise Services (DES) [Information Technology Professional Services](#) (ITPS) program.

THIS SOLICITATION REQUIRES ALL BIDDERS TO HAVE A CURRENT MASTER CONTRACT WITH DES FOR THE IT SERVICE CATEGORY SPECIFIED BELOW. SEE [ELIGIBILITY](#). All rights and obligations of the parties are subject to and governed by the terms of the ITPS master contract with DES including any subsequent modifications incorporated herein. DES assumes no responsibility for executing master contracts with companies prior to the closing date of this or any solicitation and will not modify the evaluation schedule.

<p><u>Schedule*</u></p> <p>Date Issued: May 12, 2014</p> <p>Questions Due: May 16, 2014</p> <p>Answers Published: May 20, 2014</p> <p>Complaints Due: May 22, 2014</p> <p>Proposals Due: May 30, 2014, 4:00 PM PT</p> <p>Interviews (if required): June 11-12, 2014</p> <p><u>Estimated Performance Period</u></p> <p>From July 1, 2014 To June 30, 2016</p> <p><u>Solicitation Coordinator</u></p> <p>Name: Jilene Siegel</p> <p>Title: Rules & Contracts Manager</p> <p>Address: 6835 Capitol Blvd, Tumwater WA</p> <p>Phone: (360) 664-7291</p> <p>Email: jlenes@drs.wa.gov</p>	<p><u>ITPS Category Number / Title</u></p> <p><input type="checkbox"/> 04113 - IT Funding and Financial Analysis</p> <p><input type="checkbox"/> 05613 - IT Business Analysis</p> <p><input type="checkbox"/> 05813 - COOP & Disaster Recovery</p> <p><input type="checkbox"/> 3. External IT QA and IV&V</p> <p><input type="checkbox"/> 4. IT Project Management</p> <p><input type="checkbox"/> 5. Technology Architecture Planning & Dev.</p> <p><input type="checkbox"/> 6. Security Analysis</p> <p><input type="checkbox"/> 7. Enterprise Content Management</p> <p><input type="checkbox"/> 9. Systems Analysis</p> <p><input type="checkbox"/> 10. Network & System Administration</p> <p><input type="checkbox"/> 11. Software Quality Assurance & Testing</p> <p><input type="checkbox"/> 12. Desktop Applications Development & Training</p> <p><input type="checkbox"/> 13. Geographic Information Systems Application Dev.</p> <p><input type="checkbox"/> 14. Workstation Installation & Support</p> <p><input type="checkbox"/> 15. Client Server, Web & N-Tier Application Dev.</p> <p><input checked="" type="checkbox"/> 16. General Mainframe Development</p> <p><input type="checkbox"/> 17. General DB Administrator / DB Dev. / Data Analyst</p>
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* DRS reserves the right to modify the schedule as necessary. All schedule modifications will be posted to WEBS as amendments.

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1 ITPS PROGRAM DESCRIPTION

<p>Overview</p>	<p>The ITPS program is a two-tiered competitive solicitation program for different categories of IT services in which vendors are first prequalified by IT service category. Once prequalified in a category, a vendor becomes eligible to submit proposals for separately solicited project work FOR THAT CATEGORY ONLY. DES coordinates the prequalification activities.</p> <p>A competitive solicitation is defined as a documented formal process providing an equal and open opportunity to bidders and culminating in a selection based on predetermined criteria.</p> <p>There are two separate solicitations utilized in the program:</p> <ol style="list-style-type: none"> 1. First-Tier: Prequalification. Coordinated by DES. 2. Second-Tier: Project Work. Separately coordinated by state agency purchasers for the actual work. <p>Solicitation documents are posted to Washington State's enterprise vendor registration and bid notification system (currently Washington's Electronic Business Solution or WEBS). Companies must be registered in WEBS in order to compete for solicitations. View WEBS registration and search tips. Questions about the registration process may be directed to WEBSCustomerService@des.wa.gov or (360) 902-7400, 8:00 am to 5:00 pm, Monday – Friday.</p>
<p>First-Tier: Prequalification</p>	<p>DES prequalifies companies by category using the following first-tier solicitation process:</p> <ol style="list-style-type: none"> 1) DES develops mandatory requirements and evaluation criteria for prequalification in each ITPS category. 2) The requirements and criteria are then detailed in solicitations BY CATEGORY which are posted to WEBS. <p>For a first-tier prequalification schedule and status of categories, see the ITPS webpage. If a category's solicitation status is anything other than "posted", it is not currently posted in WEBS (i.e. terminated, terminating, closed, in development, to be developed).</p> <p>For posted first-tier solicitations, go to WEBS.</p> <ol style="list-style-type: none"> 3) Bidders attempt to prequalify BY CATEGORY by responding to the solicitations. 4) DES evaluates responses and negotiates master contracts BY CATEGORY with bidders who meet the requirements of the solicitations. 5) Companies with DES master contracts are then listed on the applicable prequalified lists BY CATEGORY within WEBS for state agency purchasers to use when soliciting for their project work.
<p>Second-Tier: Project Work</p>	<p>State agency purchasers separately coordinate solicitations for their projects using the following second-tier solicitation process:</p> <ol style="list-style-type: none"> 1) A purchaser determines which ITPS category is applicable to its project and develops requirements and evaluation criteria for a solicitation.

	<p>2) The solicitation is then SELECTIVELY posted to WEBS ONLY TO THE APPLICABLE CATEGORY (prequalified list in WEBS); not to individual commodity codes.</p> <p>Note: Only companies who are prequalified for the specified category should receive the solicitation. Accordingly, the purchaser will only entertain proposals from companies who are prequalified in the specified category.</p> <p>3) The purchaser evaluates proposals and awards the work to the prequalified bidder who best meets the solicitation's requirements.</p> <p>Note: DES assumes no responsibility for prequalifying a company prior to the closing date of a second-tier solicitation and will not modify the evaluation schedule.</p>
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2 PROJECT DESCRIPTION

2.1 Background

The Washington State Department of Retirement Systems (the Department or DRS) is a state agency that currently administers eight statewide public employee retirement systems, including fifteen pension plans and a voluntary deferred compensation program (a 457 plan). Three of the pension plans are defined benefit plans with a defined contribution component, and the other twelve plans are defined benefit only. In addition, the Department is responsible for administering the Social Security and Medicare coverage program, also known as the Old Age and Survivors' Insurance Program (OASI), for all state and local government employers throughout the state of Washington. For OASI, DRS serves as a facilitator and communication bridge between public employers, the Social Security Administration and the Internal Revenue Service.

DRS provides services to approximately 500,000 active, inactive and retired members (i.e., public employees who participate in a DRS-administered retirement system) and has close relationships with over 1,300 public employers (i.e., public entities who are covered by one or more DRS-administered retirement systems) who report salary and payroll data to the Department. The Department collects approximately \$2 billion in contributions and pays out over \$3 billion in retirement benefits each year.

DRS' computing environment is made up of a series of mainframe based corporate level systems with Web-based support applications. The corporate level systems are written in NATURAL and COBOL and use ADABAS for their primary storage of data. DRS manages and maintains its own networks to support mainframe, workstations and Web-based application connectivity. The corporate level systems and databases are housed, managed, and operated at Washington State's Consolidated Technology Services (CTS) and are accessed via the DRS network.

2.2 Location

The Contractor(s) will consult with DRS project representatives at the agency's headquarters located at 6835 Capitol Boulevard Southeast, Tumwater, Washington.

2.3 Scope of Work

The purpose of this Work Request is to acquire the services of one or more Contract Programmers with expert-level experience in developing system specifications/requirements, creating or modifying application programs, developing test scripts, testing and debugging application programs and developing system documentation to support the implementation and maintenance of legislative mandates and other agency projects/initiatives.

The Contractor(s) will provide services as a programmer and analyst to assist project team(s) within the Policy and Strategic Initiatives Division (PSID) and/or the Information Services Division (ISD) at DRS, producing deliverables subject to the approval of DRS within allotted timeframes. The Contractor(s) will provide the services described in this document to support the automated system and related procedural changes required to implement legislative changes and/or other agency projects/initiatives. Below are the key legislative, federally mandated compliance issues and agency initiatives the contract programmer(s) will be supporting:

Senate Bill 6201 – Creating an optional life annuity benefit for plan 2 members of the law enforcement officers' and firefighters' retirement system.

Engrossed Substitute House Bill 1981 of the 2011 Session – Modify retiree return to work restrictions to support original bill language.

Employer Reporting Application Project – Strategic project to replace the employer reporting applications.

IRS Compliance Project – Required changes to current applications to maintain federal compliance.

Record Keeper Procurement/Transition Project – Current procurement for recordkeeping services may require transition of processes to a new vendor.

2.4 Period of Performance

DRS anticipates that the Work Order(s) resulting from this Work Request could begin as early as July 2014 and continue in duration from three (3) to twenty-four (24) months, with the number of hours varying depending on the project. Estimated hours, specific project deliverables, and anticipated completion dates will be negotiated upon award.

DRS reserves the right to extend the Work Order issued under this Work Request for up to two (2) additional one-year periods at DRS' option.

2.5 Work Requirements

In consultation with DRS representatives, work requirements may include, but are not limited to:

Requirements definition – Define requirements and levels of service needed by the business areas and develop conceptual design alternative models that meet defined needs and allow DRS technical staff and client representatives to select an appropriate technical approach.

System/program design – Define the detail design aspects of the application system (modifications and/or new development) and business procedures so business requirements and project objectives are met.

Creation and/or modification of on-line batch program modules – Define the detail design aspects of the application system modules, and test the modules and control mechanisms as defined in the system/program design specifications and DRS standards.

System and user acceptance testing – Participate in establishing a test environment to ensure all system verification and user acceptance testing efforts are successfully completed. The Contractor(s) must be available for consultation and react to problems or issues as they are identified and assist DRS technical staff as needed.

Technical design and programming reviews – Present the contractor's own work products and evaluate the work products of others (specifications, requirements, test plans, etc.) to assure conformance to industry standards and established DRS standards and assure their fit into the objectives of the project.

Installation and stabilization of new and modified system components – Support installation of new and/or modified application systems into the production environment assuring that either the old systems were successfully replaced or interfaces to existing processes function as anticipated. The Contractor(s) will also be responsible for reacting to and resolving problems as they arise.

Documentation – Document all work products according to DRS standards. The Contractor may also be required to produce other technical system documentation according to DRS standards.

2.6 Deliverables

Specific deliverables are not yet identifiable, but DRS will define the deliverables and acceptance criteria upon award of a work order and as the work progresses. The selected Contractor(s) will be compensated based on an hourly rate for work performed.

2.7 Additional Expectations

Compliance with agency standards – The successful Contractor(s) must comply with all appropriate DRS process standards for deliverables (requirements development and management, project management methodology, configuration management, solutions delivery lifecycle, etc.) and agency policies when onsite (ethics, Internet and e-mail usage, security, harassment, etc.). Failure to comply on a continuing basis will result in contract termination. DRS will supply a copy of all such policies to the awarded Contractor(s).

3 REQUIRED SUBMITTALS

Bidders must include the following eight sections (3.1 through 3.8) in the proposal.

3.1 Qualifications, Experience and References of the Firm

Describe your firm's and subcontractor's (if any), experience accomplishing mainframe development and maintenance projects. Attach additional sheets, if necessary, presenting information in the same format as the sample table shown below. The vendor grants permission to contact all references made known to DRS, whether disclosed in the proposal or referred by another source. References included in the proposal should be familiar with the work of the vendor's proposed contract programmer(s). Experience and information listed should include performance in the last five years of at least three (3) projects similar to that described in this Work Request.

QUALIFICATIONS CHECKS– FIRM

CONTACT PERSON	COMPANY NAME AND ADDRESS	PERIOD PERFORMED	EMAIL & PHONE NUMBER(S)
SCOPE OF WORK; DESCRIPTION & SIZE OF COMPANY			
CONTACT PERSON	COMPANY NAME AND ADDRESS	PERIOD PERFORMED	EMAIL & PHONE NUMBER(S)
SCOPE OF WORK; DESCRIPTION & SIZE OF COMPANY			
CONTACT PERSON	COMPANY NAME AND ADDRESS	PERIOD PERFORMED	EMAIL & PHONE NUMBER(S)
SCOPE OF WORK; DESCRIPTION & SIZE OF COMPANY			

3.2 Qualifications and Experience of Proposed Contract Programmer(s)

Your proposal must include the following information for each proposed Contract Programmer (up to three (3)) describing the programmer's ability to produce the deliverables described in this solicitation:

- Cover letter, not to exceed one page, describing a project within the last two (2) years on which the candidate worked and how they performed the work requirements outlined above. The letter should describe the candidate's key role and responsibilities on the project, demonstrate the applicability of their skills to the required tasks, and briefly describe the outcome of the project.
- Resume, not exceeding three (3) pages. Resume must contain the following information and qualifications of the proposed Contract Programmer:
 - Name, position title, position description, starting date of employment, and tenure with firm.

- Relationship to firm and employment status (officer, employee, subcontractor or other relationship, full-time or part-time).
- Education, degrees, and certificates.
- Candidate's employment history and projects that relate to the mandatory and desirable qualifications described below. Include employer name, project title/description, dates of employment, position title and description of the candidate's job duties.
- Indicate the proposed candidate's availability and preference regarding time commitment for DRS projects (maximum, minimum or preferred number of hours in a typical week).

Using the following table format, include a one-page matrix describing the candidate's experience.

Experience	Employer/Project	Dates Skills Were Used	Number of Years
<i>Mandatory Skills/Experience</i>			
Developing system specifications/requirements			
Developing or modifying program modules			
Developing test scripts, testing and debugging application programs			
Developing, conducting, and supporting user acceptance testing			
Developing system and user documentation			
ADABAS/Natural			
IBM Z/OS JCL			
TSO/ISPF			
WA State CTS computing environment			
<i>Desirable Skills/Experience</i>			
DRS WACs, policies, procedures, business practices and computing environment			
Support the preparation of formal decision statements to document and recommend solutions to technical and business related issues			
Compile, analyze, and present data on an ad hoc basis in an efficient and accurate manner			
COBOL			
CA/7			
N20			
VSAM			
MQ Series			

3.3 Contract Programmer References

Provide references for the Contract Programmer(s) you are proposing for at least three (3) recent projects or contracts similar to those being requested by DRS. Submit the information as shown in the following sample table. Include a statement signed by the Contract Programmer authorizing DRS to contact the references listed.

Type of Project Project Purpose	Staff References			
	Start & End Dates	Reference's Name	Reference's Title	Reference's Email, and Phone

3.4 Price Worksheet

The deliverables associated with these projects cannot be clearly defined in advance. Therefore, compensation will be based on an hourly rate for work performed. Provide hourly rates in the format shown below, including all costs. No additional charges for overhead, travel or other expenses will be allowed. Vendor may propose rates at or below those contained in their Master Contract with DES.

HOURLY RATE TABLE	
NAME	HOURLY RATE
	\$
	\$
	\$

3.5 Affirmation of Availability

- Affirm that the Contractor and proposed Contract Programmer(s) understand that this contract is for various projects, and that DRS will award a work order to the Vendor or Vendors who best meet the needs of a particular project.
- Affirm understanding that the projects will vary in length from three (3) to twenty-four (24) months.
- Indicate any known staff scheduling issues during the next twelve months, including but not limited to other project engagements and holidays.

3.6 Work Order Termination for Default

Have you had a contract terminated for default in the last five years? Termination for default is defined as notice to stop performance which was delivered to the vendor due to the vendor's non-performance or poor performance and the issue of performance was either not litigated due to inaction on the part of the vendor; or litigated and determined that the vendor was in default.

Yes No

If you had a contract terminated for default in this period, submit full details including the other party's name, address, and the phone number. Present your position on the matter. DRS will

evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of its past experience.

3.7 Conflict of Interest

<input checked="" type="checkbox"/> CHECK THE APPROPRIATE BOXES	
<input type="checkbox"/> Yes <input type="checkbox"/> No	Are you or do you employ or have as a principal officer or member of your governing board, a current employee of the State of Washington?
<input type="checkbox"/> Yes <input type="checkbox"/> No	Are you or do you employ or have as a principal officer or member of your governing board, a person who is a former employee of the State of Washington but worked for the state as an employee within the last two (2) years?
PERSON'S NAME	
PERSON'S TITLE	
STATE AGENCY'S NAME	
STATE AGENCY CONTACT PERSON	
CONTACT PERSON'S PHONE	
DATE LEFT STATE EMPLOYMENT	

If you answered yes to either of the questions above, chapter 42.52 RCW may prohibit the person from being assigned to work on the Work Order awarded as a result of the Work Request. You may contact the Solicitation Coordinator for more information.

3.8 Contact Information and Certification

3.8.1 Provide the name, address, telephone number and email for the primary contact for the proposal.

3.8.2 Include a statement signed by an authorized representative certifying that all of the information provided in the proposal is true and complete, and that the signer has the authority to bind the bidder to the terms of the proposal.

3.8.3 The Bidder's name must appear at either the top or bottom (header/footer) of each page of the proposal.

4 DELIVERY OF PROPOSALS

4.1 Delivery Method

All proposals must be emailed to the solicitation coordinator.

- Facsimile transmissions will not be accepted.
- Improperly delivered proposals will be rejected as non-responsive.
- While the Solicitation Coordinator may confirm receipt of an email submission, DRS assumes no responsibility for confirmation of receipt and cannot discuss contents prior to the due date and time.
- All proposals and any accompanying documentation become the property of DRS and will not be returned

4.2 Due Date and Time

Proposals in their entirety must be received by the Solicitation Coordinator by May 30, 2014, 4:00 PM Pacific Daylight Time. Late proposals will be rejected as non-responsive.

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

5 EVALUATION AND AWARD

To aid in the evaluation process, DRS may require individual bidders to appear at its headquarters in Tumwater, Washington, for the purpose of conducting discussions to determine whether both parties have a full and complete understanding of the nature and scope of the contractual requirements. In no manner shall such action be construed as negotiations or an indication of DRS' intention to make an award.

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

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

5.1 Award Criteria

Awards will be in accordance with provisions identified in [RCW 39.26.160](#) and other criteria identified in the solicitation. Preliminary scoring of each proposal will be based on the following criteria. A separate score will be determined for each Contract Programmer identified in your proposal.

CRITERIA	POINTS POSSIBLE
Qualifications, Experience and References of the Contract Programmer	600
Qualifications, Experience and References of the Firm	250
Cost	150
Total	1000

DRS reserves the right to use references and in-person interviews to confirm satisfactory customer service, performance, timeliness, satisfaction with service/product, and knowledge of products/service/industry. Preliminary points awarded based on evaluation of the written proposal may be adjusted up or down on the basis of information obtained during in-person interviews and/or reference checks. DRS also reserves the right to waive a reference check or in-person interview.

5.2 Evaluation Process

5.2.1 Initial Determination of Responsiveness

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

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

5.2.2 Non-Cost Evaluation

A committee of at least three qualified individuals will evaluate non-cost submittals and assign scores as set forth herein.

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

The committee may engage in a free flow of discussion with other committee members and the solicitation coordinator prior to, during, and after the evaluation. The scoring may be performed in isolation or together as a group, or a combination of both. Each committee member will assign a score utilizing the point system identified in the table above which has been established in accordance with primary stakeholder considerations.

All of the committee members' scores will be added together and then divided by the number of members to arrive at a total score for the proposal.

5.2.3 Cost Evaluation

The cost evaluation will focus on hourly rates.

The bidder with the lowest hourly rate will receive the maximum (150) cost evaluation points. Proposals with higher hourly rates will receive proportionately fewer cost evaluation points based upon the lowest hourly rate. The formula is: (lowest cost) divided by (proposal cost) times (maximum points).

Example:

Bidder A/ Programmer 1:	\$50.00 (Lowest hourly rate) = 150 Points
Bidder A/Programmer 2:	Hourly cost \$65.00 $\$50.00 / \$65.00 \times 150 = 115$ Points
Bidder B/Programmer 1:	Hourly cost \$60.00 $\$50.00 / \$60.00 \times 150 = 125$ Points

5.2.4 Selection of Apparent Successful Bidders

To identify an apparent successful bidder and contract programmer, the points awarded from the non-cost evaluation and the cost evaluation will be added together as follows:

Example

	Programmer (Max. 600)	Firm (Max. 250)	Cost (Max. 150)	Total (Max. 1000)
Bidder A/Programmer 1	485	218	150	853
Bidder A/Programmer 2	510	218	115	843
Bidder B/Programmer 1	498	235	125	858

Preliminary points awarded based on evaluations of the written proposal may be adjusted up or down to reflect information obtained during the in-person interview and reference checks. After any adjustments are made, the bidder(s) proposing the Contract Programmer(s) with the highest number of total points will be declared the apparent successful bidder(s). DRS may then enter into contract negotiations with the Apparent Successful Bidder(s).

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

Should Contract negotiations fail to be completed within 30 days after initiation, DRS may immediately cease Contract negotiations and declare the next highest bidder as a new Apparent Successful Bidder and enter into Contract negotiations with that bidder. This process will continue until a contract is signed or no qualified bidders remain.

5.3 Notification of Apparent Successful Bidders

All bidders responding to this solicitation will be notified when DRS has determined the apparent successful bidder(s). The date of announcement of the apparent successful bidders will be the date of the notification from DRS.

5.4 Award Notification

After all considerations, all bidders responding to this solicitation will be notified when the DRS has confirmed its intent to award. An award notification will be sent out via WEBS, notifying all bidders.

The date of announcement of award will be the date of the notification from DRS.

An award, in part or full, is made by DRS' signature on the work order document (second-tier contract) and accompanying award letter (if any) that is also delivered to the apparent successful bidder(s). In some circumstances, DRS may include an award letter which will accompany the signed copy of the second-tier contract; the award letter will further define the award and is included by reference.

6 BIDDER REQUIREMENTS

6.1 Eligibility

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

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

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

6.2 Washington's Electronic Business Solution (WEBS)

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

To ensure receipt of all solicitation documents, the documents for this solicitation must be downloaded from WEBS. Notification of solicitation amendments will only be provided to those bidders who have registered with WEBS and have downloaded the solicitation from WEBS. Failure to do so may result in a potential bidder having incomplete, inaccurate, or otherwise inadequate information, or a bidder submitting an incomplete, inaccurate, or otherwise inadequate proposal. Bidders accept full responsibility and liability for failing to receive any amendments resulting from their failure to register with WEBS and download the solicitation from WEBS, and hold DRS harmless from all claims of injury or loss resulting from such failure.

Bidders are solely responsible for:

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

7 ADDITIONAL INSTRUCTIONS TO BIDDERS

7.1 Authorized Communication

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

7.2 Bidder Questions

Questions regarding this solicitation will be allowed consistent with the schedule. All questions related to this Work Request, including questions concerning the projects and the proposal requirements, must be submitted in writing to the solicitation coordinator no later than May 16, 2014.

DRS will provide written answers for questions received by the question and answer period's deadline. Answers will be posted to WEBS.

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

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

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

7.3 Complaints

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

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

A complaint must:

1. be received by solicitation coordinator not less than five business days prior to the due date and time. Otherwise, an untimely complaint may be rejected without further consideration at the discretion of DRS; and
2. be in writing.

A complaint should:

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

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

The solicitation coordinator will promptly post the proposal to a timely complaint on WEBS.

DRS' response to the complaint is final and not subject to appeal. The solicitation coordinator may, however, issue further clarification if needed. Issues raised in a complaint may not be raised again during the protest period.

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

7.3.1 Form and Substance

Complaints, must:

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

Additionally, all complaints must:

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

7.4 Debriefs and Protests

7.4.1 Debriefs

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

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

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

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

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

7.4.2 Protests

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

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

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

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

A protest must:

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

Upon receiving a protest, the solicitation coordinator will forward the protest and all relevant information to a neutral party which had no involvement with the solicitation process. This representative will conduct a review, and issue a written response within 10 business days of

receipt of the protest, unless additional time is required. Should additional time be required, the protesting party will be notified.

The final determination of the protest will:

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

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

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

7.4.3 *Form and Substance*

Debrief requests and protests must:

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

Additionally, all protests must:

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

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

8 GENERAL INFORMATION

8.1 Option to Extend

DRS reserves the right to extend the second-tier contract (order document) issued under this solicitation for up to two additional one-year periods at DRS' option.

8.2 Right to Cancel

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

8.3 Information Availability

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

8.4 Proprietary or Confidential Information

All proposals submitted become the property of DRS and a matter of public record after DRS announces apparent successful bidder(s).

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

8.5 Order Documents / Second-Tier Contracts

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

8.6 Solicitation Amendments

DRS reserves the right to revise the schedule or other portions of this solicitation at any time. Changes or corrections will be by one or more written Amendment(s), dated, attached to or incorporated in and made a part of this Solicitation document. All changes must be authorized and issued in writing by the Solicitation coordinator. If there is any conflict between amendments, or between an amendment and the solicitation, whichever document was issued last in time shall be controlling. Only bidders who have properly registered and downloaded the original solicitation directly via WEBS system will receive notification of amendments and other correspondence pertinent to the procurement. Bidders may be required to sign and return solicitation Amendments with their proposal. Bidders must carefully read each amendment to ensure they have met all requirements of the solicitation.

8.7 Incorporation of Documents into Contract

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

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