

STATE OF WASHINGTON DEPARTMENT OF ENTERPRISE SERVICES CONTRACTS AND LEGAL DIVISION

Request for Proposal (RFP) 03912 Inter-Agency Delivery, Outside Thurston County

Posting Date	. October 8, 2012
Question & Answer Period	. October 8, 2012 thru October 22, 2012
Proposals Are Due	. November 1, 2012 at 2:00 pm
Anticipated Award Date	. December 10, 2012
Procurement Coordinator	. Dale Colbert & Corinna Cooper (360) 407-9425 or (360) 407-9420 <u>dale.colbert@des.wa.gov</u> or <u>corinna.cooper@des.wa.gov</u>
Deliver Bids to	All Proposals are to be sent to MCCmail@DES.wa.gov and are to be titled "Out of County Delivery". The following should also be included in the body of the email:
	IFB NumberBid Due Date and Time

- Procurement Coordinator's Name
- Bidder's Company Name & Address

Bidders may also send a hard copy of their bid to:

Bid Clerk, Master Contracts & Consulting Unit Department of Enterprise Services (DES) 1500 Jefferson Building 1500 Jefferson St. SE Olympia, WA 98501

CONTENTS

1. SUM	MARY OF OPPORTUNITY	4
1.1	PURPOSE OF THE RFP	4
1.2	ACQUISITION AUTHORITY	4
1.3	OBJECTIVES AND SCOPE OF WORK	
1.4	BACKGROUND	
1.5	CURRENT OPERATIONS	
1.6	CONTRACT PERIOD OF PERFORMANCE	
	IINISTRATIVE REQUIREMENTS	
2.1	ACCESS TO THE RFP	
2.2	RFP COORDINATORS	
2.3	PROJECTED SCHEDULE OF PROCUREMENT ACTIVITIES	
2.4	VENDOR RESPONSIVENESS	
2.5	PROPRIETARY INFORMATION AND PUBLIC DISCLOSURE	7
2.6	SMALL BUSINESS AND MINORITY & WOMEN OWNED BUSINESS	
2.7	ACCEPTANCE PERIOD	8
2.8	MOST FAVORABLE TERMS	8
2.9	COSTS TO PROPOSE	8
2.10	AMENDMENTS	9
2.11	INCORPORATION	9
2.12	QUESTIONS AND COMMENTS	9
2.13	PROPOSAL PRICING	
2.14	SUBCONTRACTORS	
3. VFN		10
	DOR REQUIREMENTS	
3.1	PROPOSAL PACKAGE	10
3.1 3.2	PROPOSAL PACKAGE CONTRACT AND GENERAL TERMS & CONDITIONS	10 10
3.1 3.2 3.3	PROPOSAL PACKAGE CONTRACT AND GENERAL TERMS & CONDITIONS BOND	10 10 10
3.1 3.2	PROPOSAL PACKAGE CONTRACT AND GENERAL TERMS & CONDITIONS BOND PRICING AND ADJUSTMENTS	10 10 10 10
3.1 3.2 3.3	PROPOSAL PACKAGE CONTRACT AND GENERAL TERMS & CONDITIONS BOND PRICING AND ADJUSTMENTS AMENDMENTS AFTER AWARD	10 10 10 10 11
3.1 3.2 3.3 3.4	PROPOSAL PACKAGE CONTRACT AND GENERAL TERMS & CONDITIONS BOND PRICING AND ADJUSTMENTS	10 10 10 10 11
3.1 3.2 3.3 3.4 3.5	PROPOSAL PACKAGE CONTRACT AND GENERAL TERMS & CONDITIONS BOND PRICING AND ADJUSTMENTS AMENDMENTS AFTER AWARD	10 10 10 10 11 11
3.1 3.2 3.3 3.4 3.5 3.6 3.7	PROPOSAL PACKAGE CONTRACT AND GENERAL TERMS & CONDITIONS BOND PRICING AND ADJUSTMENTS AMENDMENTS AFTER AWARD COMPLIANCE	10 10 10 10 11 11
3.1 3.2 3.3 3.4 3.5 3.6 3.7	PROPOSAL PACKAGE CONTRACT AND GENERAL TERMS & CONDITIONS	10 10 10 11 11 11 11
3.1 3.2 3.3 3.4 3.5 3.6 3.7 4. PRO	PROPOSAL PACKAGE	10 10 10 11 11 11 11 11 11
3.1 3.2 3.3 3.4 3.5 3.6 3.7 4. PRO 4.1	PROPOSAL PACKAGE CONTRACT AND GENERAL TERMS & CONDITIONS BOND PRICING AND ADJUSTMENTS AMENDMENTS AFTER AWARD COMPLIANCE VENDOR PROFILE POSAL PACKAGE INTRODUCTORY OVERVIEW	10 10 10 11 11 11 11 11 11 .11
3.1 3.2 3.3 3.4 3.5 3.6 3.7 4. PRO 4.1 <i>4.1.1</i>	PROPOSAL PACKAGE CONTRACT AND GENERAL TERMS & CONDITIONS BOND PRICING AND ADJUSTMENTS AMENDMENTS AFTER AWARD COMPLIANCE VENDOR PROFILE POSAL PACKAGE INTRODUCTORY OVERVIEW GENERAL OVERVIEW MINIMUM QUALIFICATIONS (PASS/FAIL)	10 10 10 11 11 11 11 11 .11 .11
3.1 3.2 3.3 3.4 3.5 3.6 3.7 4. PRO 4.1 <i>4.1.1</i> <i>4.1.1</i> <i>4.1.2</i>	PROPOSAL PACKAGE CONTRACT AND GENERAL TERMS & CONDITIONS BOND PRICING AND ADJUSTMENTS AMENDMENTS AFTER AWARD COMPLIANCE VENDOR PROFILE POSAL PACKAGE INTRODUCTORY OVERVIEW GENERAL OVERVIEW MINIMUM QUALIFICATIONS (PASS/FAIL)	10 10 10 11 11 11 11 11 .11 .12 .12
3.1 3.2 3.3 3.4 3.5 3.6 3.7 4. PRO 4.1 4.1.1 4.1.2 4.1.3	PROPOSAL PACKAGE CONTRACT AND GENERAL TERMS & CONDITIONS BOND PRICING AND ADJUSTMENTS AMENDMENTS AFTER AWARD COMPLIANCE VENDOR PROFILE POSAL PACKAGE INTRODUCTORY OVERVIEW	10 10 10 11 11 11 11 .12 .12 .12 .12
3.1 3.2 3.3 3.4 3.5 3.6 3.7 4. PRO 4.1 4.1.1 4.1.2 4.1.3 4.2 4.2.1 4.2.1	PROPOSAL PACKAGE CONTRACT AND GENERAL TERMS & CONDITIONS BOND PRICING AND ADJUSTMENTS AMENDMENTS AFTER AWARD COMPLIANCE VENDOR PROFILE POSAL PACKAGE INTRODUCTORY OVERVIEW GENERAL OVERVIEW MINIMUM QUALIFICATIONS (PASS/FAIL) CERTIFICATIONS AND ASSURANCES MANAGEMENT PROPOSAL (25 POINTS) VENDOR ORGANIZATION/PROJECT MANAGEMENT. VENDOR RESUME & EXPERIENCE	10 10 10 11 11 11 11 .12 .12 .12 .12 .12
3.1 3.2 3.3 3.4 3.5 3.6 3.7 4. PRO 4.1 4.1.1 4.1.2 4.1.3 4.2 4.2.1 4.2.2 4.2.3	PROPOSAL PACKAGE	10 10 10 11 11 11 11 .11 .12 .12 .12 .12 .12
3.1 3.2 3.3 3.4 3.5 3.6 3.7 4. PRO 4.1 4.1.2 4.1.3 4.2 4.2.1 4.2.2 4.2.3 4.2.4	PROPOSAL PACKAGE CONTRACT AND GENERAL TERMS & CONDITIONS BOND PRICING AND ADJUSTMENTS AMENDMENTS AFTER AWARD COMPLIANCE VENDOR PROFILE POSAL PACKAGE INTRODUCTORY OVERVIEW GENERAL OVERVIEW MINIMUM QUALIFICATIONS (PASS/FAIL) CERTIFICATIONS AND ASSURANCES MANAGEMENT PROPOSAL (25 POINTS). VENDOR ORGANIZATION/PROJECT MANAGEMENT. VENDOR RESUME & EXPERIENCE BUSINESS PLAN PAST PERFORMANCE	10 10 10 11 11 11 11 .11 .12 .12 .12 .12 .12 .12
3.1 3.2 3.3 3.4 3.5 3.6 3.7 4. PRO 4.1 4.1.1 4.1.2 4.1.3 4.2 4.2.1 4.2.2 4.2.3 4.2.4 4.2.5	PROPOSAL PACKAGE CONTRACT AND GENERAL TERMS & CONDITIONS BOND PRICING AND ADJUSTMENTS AMENDMENTS AFTER AWARD COMPLIANCE VENDOR PROFILE POSAL PACKAGE INTRODUCTORY OVERVIEW <i>GENERAL OVERVIEW</i> <i>MINIMUM QUALIFICATIONS (PASS/FAIL)</i> <i>CERTIFICATIONS AND ASSURANCES</i> MANAGEMENT PROPOSAL (25 POINTS). <i>VENDOR ORGANIZATION/PROJECT MANAGEMENT</i> . <i>VENDOR RESUME & EXPERIENCE</i> <i>BUSINESS PLAN</i> . <i>PAST PERFORMANCE</i> . <i>STATE EMPLOYEES</i> .	10 10 10 11 11 11 11 11 .11 .12 .12 .12 .12 .12
3.1 3.2 3.3 3.4 3.5 3.6 3.7 4. PRO 4.1 4.1.1 4.1.2 4.1.3 4.2 4.2.1 4.2.2 4.2.3 4.2.4 4.2.5 4.3	PROPOSAL PACKAGE CONTRACT AND GENERAL TERMS & CONDITIONS BOND PRICING AND ADJUSTMENTS AMENDMENTS AFTER AWARD COMPLIANCE VENDOR PROFILE POSAL PACKAGE INTRODUCTORY OVERVIEW GENERAL OVERVIEW MINIMUM QUALIFICATIONS (PASS/FAIL) CERTIFICATIONS AND ASSURANCES MANAGEMENT PROPOSAL (25 POINTS) VENDOR ORGANIZATION/PROJECT MANAGEMENT VENDOR RESUME & EXPERIENCE BUSINESS PLAN PAST PERFORMANCE STATE EMPLOYEES TECHNICAL PROPOSAL (25 POINTS)	10 10 10 11 11 11 11 .11 .12 .12 .12 .12 .12 .12
3.1 3.2 3.3 3.4 3.5 3.6 3.7 4. PRO 4.1 4.1.1 4.1.2 4.1.3 4.2 4.2.1 4.2.2 4.2.3 4.2.4 4.2.5	PROPOSAL PACKAGE CONTRACT AND GENERAL TERMS & CONDITIONS BOND PRICING AND ADJUSTMENTS AMENDMENTS AFTER AWARD COMPLIANCE VENDOR PROFILE POSAL PACKAGE INTRODUCTORY OVERVIEW <i>GENERAL OVERVIEW</i> <i>MINIMUM QUALIFICATIONS (PASS/FAIL)</i> <i>CERTIFICATIONS AND ASSURANCES</i> MANAGEMENT PROPOSAL (25 POINTS). <i>VENDOR ORGANIZATION/PROJECT MANAGEMENT</i> . <i>VENDOR RESUME & EXPERIENCE</i> <i>BUSINESS PLAN</i> . <i>PAST PERFORMANCE</i> . <i>STATE EMPLOYEES</i> .	10 10 10 11 11 11 11 11 11 .12 .12 .12 .12 .12

4.4 4.5	REFERENCES (5 POINTS) PRICING PROPOSAL (45 POINTS)	
_	MITTALS	
5.1	SUBMISSION OF PROPOSALS	15
5.2	FORMAT OF PROPOSALS	15
5.3	MODEL CONTRACT	15
6. EVA	LUATION AND AWARD	16
6.1	EVALUATION PROCEDURE	
6.1.1		
6.1.2	EVALUATION OF NON-COST QUALIFICATIONS AND REQUIREMENTS	16
6.1.3		
6.1.4		
6.2	EVALUATION SCORING	
6.3	AWARD	
6.4	NOTIFICATION OF VENDORS	-
6.5	DEBRIEFING OF UNSUCCESSFUL VENDORS	
6.6	PROTEST PROCEDURE	
7. APP	ENDICES	19
APPEN	DIX A - CHECKLIST	
APPEN	DIX B - CERTIFICATIONS AND ASSURANCES	19
APPEN	DIX C - PROTEST PROCEDURE	19
APPEN	DIX D - ACTIVITY LEVELS	
APPEN	DIX E - ROUTES	
APPEN	DIX F - VENDOR PROFILE	
	DIX G - PRICING PROPOSAL	-
APPEN	DIX H - MODEL CONTRACT	19

1. SUMMARY OF OPPORTUNITY

1.1 PURPOSE OF THE RFP

The Washington State Department of Enterprise Services (DES) is initiating this Request for Proposals (RFP) to seek competitive proposals from firms and private sector entities interested in contracting for the delivery of letters, interagency pouches, flats, parcels and cartons on routes that begin and end in Olympia and extend outside Thurston County. This work is currently being done by Consolidated Mail Services (CMS), a government entity, which is a program of the DES. For more information about DES, visit the Web site at http://des.wa.gov.

As provided in Engrossed Substitute Senate Bill 5931 (ESSB 5931), the Legislature directed the Office of Financial Management (OFM) to oversee the evaluation of current state activities which could best be done through private industry in the best interest of the public. OFM has selected delivery by state employees that occurs away from the capital region for review to determine if this service can be performed by the private sector in a more cost-efficient and effective manner than being performed by DES.

Excluded from current consideration are other agency delivery activities, not associated with CMS, and those CMS delivery activities lying wholly within Thurston County.

From this RFP, DES will recommend to OFM how many contracts should be awarded and to whom. DES may recommend one service provider for all routes. OFM will conduct a separate evaluation and determine if the services under this RFP can be provided by the private sector at a reduced cost and at greater efficiency. If, in the determination of the state, there is no proposal that meets the best interest of the state, OFM reserves the right not to award any of the proposals. The decision by OFM is final.

1.2 ACQUISITION AUTHORITY

The authority for this acquisition was established in ESSB 5931 Section 104(5) under which the OFM is required to "conduct a review of the programs and services that are performed by DES to determine whether a program or service may be performed by the private sector in a more cost-efficient and effective manner than being performed by the department." In conducting its review, OFM may break programs down into discrete services or activities or the programs may be reviewed as a whole. After an activity is selected by OFM the DES is required to conduct a procurement process to assist OFM in determining if the activity can be provided by the private sector at a reduced cost and greater efficiency. For more information on ESSB 5931 go to:

http://apps.leg.wa.gov/billinfo/summary.aspx?bill=5931&year=2011

1.3 OBJECTIVES AND SCOPE OF WORK

The Scope of Work of this engagement:

Performance of mail delivery at locations currently served by seven state delivery routes, beginning and ending at the CMS facility

- Comply with all applicable State and Federal Regulations including but not limited to the Private Express Statutes (PES) and Federal Regulations Title 39 parts 310 and 320
- Comply with all privacy regulations
- Wear recognizable uniforms
- Load the designated freight
- > Pick up and deliver along each route (see Appendix E for stops along routes)
- > Maintain the chain of custody without inter-mixing state with other materials
- Maintain a staff of qualified drivers

Vendors may propose serving all locations on all seven state delivery routes. Alternatively, vendors may propose serving all locations on one or more state delivery routes. Vendors who propose to serve more than one state delivery route, but not all seven, may combine or redefine routes; however, all locations within the chosen state delivery route(s) must be served (See Appendix G).

The Vendor shall be responsible for maintaining schedules as agreed, ensuring staff performance levels, and providing ongoing driver training. This Vendor must have sufficient capital and resources to accomplish the services described herein.

The Apparent Successful Vendor (ASV) will be expected to assume the role of current delivery services and have the capability of assuming similar activity now being performed by other agencies as assigned.

In addition, the ASV will be expected to negotiate in good faith a performance-based contract with the DES to ensure clear expectations for both parties and further definition of roles and responsibilities for successful service outcomes.

1.4 BACKGROUND

Washington began consolidating delivery at the state capitol many years ago. In the last five years this effort has resulted in the centralization of multiple delivery streams into a single insertion facility. The state also does a presort process on outbound delivery that nets the state a savings on many letters and flats.

In an effort to utilize an economy of scale, CMS has established out-of-county routes. This is an effort to extend the outbound discount, and low cost inter-agency processing to more locations.

1.5 CURRENT OPERATIONS

CMS consolidates outbound delivery and parcels, transfers cross campus mail, performs pre-sort and triage to direct prioritized delivery pieces for maximum delivery speed. It operates a sophisticated digital insertion operation and technological processing tools such as Stream Weaver, OCR and BCR. CMS has a mail tracking system where they scan mail and packages that have a tracking number associated with them or CMS can apply a tracking number. Drivers use handheld readers and process paperwork as necessary to support the tracked mail stream. Details of CMS activity levels are included in Appendix D.

Processing occurs at the CMS Central Terminal in Olympia. This will be the hub where Contracted-Drivers will come at 6:00 AM to load their trucks. Delivery for each proposed route will be staged at the dock for pick up. The contracted Driver will sign for the delivery at the dock and load it into his/her vehicle. However, proposals may establish different schedules so long as each location within the proposed delivery route is served at least daily. CMS will presort the mail daily upon the contracted Drivers return.

The current route schedules have been established to maximize potential presort savings while providing some same day delivery services (see Appendix E). However, proposals may establish different schedules so long as each location within the proposed delivery route is served at least daily.

1.6 CONTRACT PERIOD OF PERFORMANCE

The initial period of performance for the contract resulting from this RFP is scheduled to begin on or about January, 2013 for an initial two (2) year period subject to performance and other contract provisions. There will be an opportunity for extensions not to exceed a total of eight (8) years. The start of work will be determined by completion of successful negotiation of a contract between the DES and the ASV and the final date of execution of that contract.

2. ADMINISTRATIVE REQUIREMENTS

2.1 ACCESS TO THE RFP

The RFP and any amendments to it will be posted at: <u>http://www.ga.wa.gov/webs/</u>, the DES Washington Electronic Bidding System (WEBS).

2.2 RFP COORDINATORS

The RFP Coordinators named below are the sole points of contact for this process. From the date of issuance of this RFP and throughout the procurement process, all communications by potential Vendors about the RFP must be directed in writing to these RFP Coordinators.

The RFP Coordinators will provide answers in writing via amendment on WEBS so that the same information is available to all interested parties. Vendors are to rely solely on written statements issued by the RFP Coordinators. This process is utilized to ensure a fair, open and equitable competitive procurement process for all parties. Any other communication related to this RFP will be considered unofficial and non-binding on DES.

Communication related to this RFP directed to parties other than these RFP Coordinators about this RFP and its contents may result in disqualification of the Vendor.

Dale Colbert and Corinna Cooper, RFP Coordinators Department of Enterprise Services PO Box 41017 Olympia, WA 98504 Phone: (360) 407-9425 or (360) 407-9420

Email:<u>dale.colbert@des.wa.gov</u> or <u>corinna.cooper@des.wa.gov</u>

2.3 PROJECTED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Proposals	October 8, 2012	
Vendors Question period ends	October 22, 2012	
DES issues final answers to Vendor questions	October 26, 2012	
Proposals due	November 1, 2012 – 2:00 pm	
Evaluation of proposals	Begins November 2, 2012	
Optional step – clarification presentation	November 15, 2012	
Announce outcome	December 10, 2012	
Vendor debriefing conferences	Week of December 17, 2012	

*DES reserves the right to revise the above schedule. An amendment may be issued.

2.4 VENDOR RESPONSIVENESS

Vendors must respond to each question/requirement contained in this RFP. Failure to comply with any applicable item may result in the proposal being deemed non-responsive and disqualified.

DES reserves the right to consider the actual level of Vendor's compliance with the requirements specified in this RFP and to waive informalities in a proposal. Informality is an immaterial variation from the exact requirements of the competitive solicitation, having no effect or merely a minor or negligible effect on quality, quantity, or delivery of the performance of the services being procured, and the correction or waiver of which would not affect the relative standing of, or be otherwise prejudicial to Vendors.

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

DES also reserves the right at its sole discretion to waive minor technical or immaterial nonconformities and administrative irregularities.

2.5 PROPRIETARY INFORMATION AND PUBLIC DISCLOSURE

The Vendor must clearly designate any information in the proposal that the Vendor claims is confidential or proprietary and exempt from disclosure under the provisions of Chapter 42.56 RCW, or other state or federal law. Each page containing confidential or proprietary information claimed to be exempt from disclosure must be identified by the words "Proprietary Information" printed on the lower right hand corner of the page.

Marking the entire Response as proprietary, confidential, or exempt from disclosure will not be honored.

Vendors must state whether their Response contains any proprietary or confidential information in the Submittal package, Management Proposal, part "e" Proprietary Information.

To the extent consistent with chapter 42.56 RCW, the Public Disclosure Act, DES shall maintain the confidentiality of Vendor's information marked confidential or proprietary. If a request is made to view Vendor's proprietary information, DES will notify the Vendor of the request and of the date that the records will be released to the requester unless Vendor obtains a court order enjoining that disclosure. If Vendor fails to obtain the court order enjoining disclosure, DES will release the requested information on the date specified.

The State's sole responsibility shall be limited to maintaining the above data in a secure area and to notify Vendor of any request(s) for disclosure for so long as DES retains Vendor's information in DES records. Failure to so label such materials or failure to timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Vendor of any claim that such materials are exempt from disclosure.

2.6 SMALL BUSINESS AND MINORITY & WOMEN OWNED BUSINESS

DES encourages participation in all of its contracts by small businesses and firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in this proposal or on a subcontractor basis. However, no preference will be included in the evaluation of proposals, no minimum level of MWBE or small business participation shall be required as a condition for receiving an award, and proposals will not be rejected or considered non-responsive on that basis.

2.7 ACCEPTANCE PERIOD

A Vendors proposal is a firm offer for a period of 150 days following the proposal due date specified in the RFP, and it may be accepted by DES without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 150-day period. In the case of a protest, the Vendor's proposal will remain valid for 150 days or until the protest and any related court action is resolved, whichever is later.

If a contract cannot be awarded within 30 days of award notification, DES may elect to move to the next most favorable Vendor.

2.8 MOST FAVORABLE TERMS

DES reserves the right to make an award, with OFM approval, without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the Vendors can offer. While DES reserves the right of negotiation with the ASV, there will be no best and final offer procedure.

2.9 COSTS TO PROPOSE

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

2.10 AMENDMENTS

DES reserves the right to change portions of this RFP. Any 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 RFP Coordinator. If there is any conflict between amendments, or between an amendment and the RFP, whichever document was issued last in time shall be controlling. Only Vendors who have properly registered and downloaded the original solicitation directly via WEBS system will receive notification of amendments and other correspondence pertinent to the RFP. Vendors may be required to sign and return amendments with their proposal. Vendors must carefully read each amendment to ensure they have met all requirements of the RFP.

2.11 INCORPORATION

This RFP document, any subsequent Amendments, the Vendor's offer, the Model Contract and the outcome of contract negotiations will be incorporated into the resulting Contract.

2.12 QUESTIONS AND COMMENTS

Vendor questions regarding this RFP will be consistent with the respective dates and times specified in the Schedule (Section 2.3). All Vendor questions must be submitted in writing (e-mail acceptable) to the RFP Coordinator. Official written DES responses will be provided for Vendors' questions received by the respective deadlines. Written responses to Vendors questions will be posted on the website listed In Section 2.1 of this RFP. Verbal responses to questions will be considered unofficial and non-binding. Only written responses posted to the DES web sites listed above will be considered official and binding.

2.13 PROPOSAL PRICING

Proposal prices must include all cost components needed to provide services as described in this RFP document. Costs include but are not limited to labor, transportation, fuel and equipment. All costs associated with Contract performance must be incorporated into the prices identified by the Vendor in its proposal to this RFP.

All pricing offered by the Vendors shall include the costs of proposal preparation, servicing of accounts, and complying with all contractual requirements. Vendors are to offer pricing by completing the Pricing Page found in Appendix G. Furnish complete price detail, as requested for each route on which service is proposed. Vendors may propose alternative routes.

2.14 SUBCONTRACTORS

DES will accept proposals that include third party involvement only if the Vendor submitting the proposal agrees to take complete responsibility for all actions of such Subcontractors. Vendors must state whether Subcontractors are or are not being used.

If applicable, Vendors shall identify all Subcontractors who will perform services in fulfillment of Contract requirements, including their name, the nature of services to be performed, address,

telephone, facsimile, email, federal tax identification number (TIN), and anticipated dollar value of each subcontract.

DES reserves the right to approve or reject any and all Subcontractors that Vendors submit.

3. VENDOR REQUIREMENTS

3.1 PROPOSAL PACKAGE

Vendors will submit a package of materials that will present the Evaluators with a clear picture of the potential service offered to DES. The package will contain:

1. An Introductory Overview - PASS/FAIL (See Section 4.1)

- a. General Overview
- b. Satisfaction of Minimum Requirements
- c. Completed and Signed Certifications and Assurances

2. Management Proposal – 25 points (See Section 4.2)

- a. Organization/Project Management
- b. Resume of Experience
- c. Business Plan

3. Technical Proposal – 25 points (See Section 4.3)

- a. Proposal of Service
- b. Fleet
- 4. Vendor Client References 5 points (See Section 4.4)
- 5. Pricing Proposal 45 points (See Section 4.5)

3.2 CONTRACT AND GENERAL TERMS & CONDITIONS

The ASV will be expected to enter into a contract with DES which is substantially the same as the Model Contract and its general terms and conditions attached in Appendix H.

3.3 BOND

The Vendor will obtain a performance bond for \$1.1 million, adequate to cover losses that would be experienced if the Vendor was unable to furnish the service throughout the term or for the liability of any loss or damages to evidence.

3.4 PRICING AND ADJUSTMENTS

The Vendor will bill the state monthly at the firm and fixed rate offered in their proposal, or as improved through negotiation through the initial 24-month term.

The Contractor may propose price adjustments by written notice to the Contract Administrator. Price increases are to be on a pass-through basis only and shall not produce a higher profit margin for the Contractor than that established by original Contract pricing. Requests must include supporting documentation such as price increases at the Manufacturer's level and/or other documentation of cost increases. Consideration of price adjustments shall be at the sole discretion of the Contract Administrator. If a price increase is approved, in-part or in-full, the resulting new contract pricing will be implemented through a contract amendment and will remain unchanged for at least 365 calendar days thereafter.

NOTE: Price increases (if any) will only be implemented after expiration of the specified firm and fixed price period. Contractors may not make contract extensions contingent on price adjustments.

3.5 AMENDMENTS AFTER AWARD

DES reserves the right to modify the resulting contract (including but not limited to adding or deleting stops and routes) by mutual agreement between DES and the awarded Vendor. Alterations to any of the terms, conditions, or requirements of this contract shall only be effective upon written issuance of a mutually-agreed contract amendment by DES. However, changes to point of contact information may be updated without the issuance of a mutually-agreed contract amendment.

If a requested change causes an increase or decrease in the cost or time required to perform the needed work, the Parties will agree to an equitable adjustment of the Contract Price, Performance, Schedule, or both and will reflect the adjustment in an amendment. Neither Party is obligated to perform requested changes, unless both Parties execute a written agreement via an amendment.

3.6 COMPLIANCE

The Vendor will fully comply with Federal Regulations and the Private Express Statutes (PES), and Title 39 of the code of Federal Regulations, parts 310, 320 and all other applicable parts.

3.7 VENDOR PROFILE

Vendors shall complete the Vendor Profile Information in Appendix F.

4. PROPOSAL PACKAGE

4.1 INTRODUCTORY OVERVIEW

4.1.1 GENERAL OVERVIEW

The Vendor shall provide an overview of how their proposal package will meet the requirements of the RFP. The Vendor shall describe the depth of experience and qualifications the Vendor has that enables them to successfully undertake this opportunity. It must also demonstrate clearly and comprehensively that the Vendor has qualified, experienced staff to provide a successful transition and to manage the scope of service well and effectively into the future. The following qualifications and submittals, within this section, will be used to determine each vendor's ability to meet the requirements of the RFP.

Vendors are also encouraged to include in their proposals participation by small businesses, firms certified by the Washington State Office of Minority and Women's Business Enterprises

(OMWBE), and veteran owned businesses. Include information about such partners in the Introductory Overview and in Appendix F (Vendor Profile).

4.1.2 MINIMUM QUALIFICATIONS (PASS/FAIL)

Unless otherwise specified prior to the time of submittal of proposals, Vendors must satisfy all of the following mandatory minimum qualifications to be considered for a contract award. Vendors shall describe how they satisfy the following minimum qualifications.

- Licensed to do business in the State of Washington or submit a statement of commitment with the Submittal Package that it will become licensed in Washington within thirty (30) calendar days of being selected as the ASV.
- > Minimum of 5 years of recent, relevant, delivery distribution experience.
- > All licenses required for this type of work.
- Agree that, upon Award all those handling delivery will be required to pass the Washington State Patrol background check. Vendor will be responsible for the cost of these investigations.
- > Qualified drivers (i.e. licenses, certifications) must be on staff.

4.1.3 CERTIFICATIONS AND ASSURANCES

Proposals will include a completed and duly signed PDF copy of Appendix B.

4.2 MANAGEMENT PROPOSAL (25 POINTS)

4.2.1 VENDOR ORGANIZATION/PROJECT MANAGEMENT

Provide a description of the proposed project team structure, internal controls to be used during the course of the transition and in the performance of the contract, including any Subcontractors. Also provide an organizational chart 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.

Vendors shall 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. If following a review of this information, it is determined by the DES that a conflict of interest exists, the Vendor may be disqualified from further consideration for the award of a contract.

4.2.2 VENDOR RESUME & EXPERIENCE

Vendors shall provide details of experience with route performance and delivery distribution. Provide details of any projects where the size and scope are similar to this opportunity. Include number of years the firm been delivery distribution. Also describe how drivers are trained for chain of custody, HIPPA and Sarbanes Oxley.

4.2.3 BUSINESS PLAN

Vendors shall describe their business plan for accomplishing this work. Include all proposed services, resources, tasks and activities, etc. necessary to undertake the scope defined in this

RFP. Items below are to be specifically covered, but additional categories may be included that demonstrate the Vendor's understanding of the opportunity.

STAKEHOLDER RELATIONSHIPS

Vendors shall describe their approach to establishing and maintaining business relationships. Include a description of your problem resolution process with your stakeholders.

► IMPLEMENTATION PLAN

Vendors shall describe their approach to implementing your proposed solution. The plan may include impacts to route mailers, timeline, resources needed; and other applicable elements.

PERFORMANCE MEASURES

Provide clear, quantifiable, measurable standards for the performance of the contract that the Vendor proposes to achieve as a result of the delivery of these services. Include how these outcomes would be monitored, measured and reported.

Performance measures intended to be used under this contract, unless others are negotiated between the parties. Performance measures may include:

- On-time Delivery Rate within 15 minutes of scheduled arrival.
- Accurate Delivery Rate 97% of handled delivery
- Responding to service calls within one (1) hour

BUSINESS CONTINUITY

Vendors shall explain how you would provide for business continuity as the result of a natural or man-made disaster or other catastrophic event. Include what back-up capacity you have in operations, in information technology, and other areas. Explain support you could provide during a major interruption of services, and whether you have any alternative locations and emergency transportation plans.

CONTROLLED SUBSTANCES

Vendors shall describe their program for insuring that drivers are not under the influence of liquor and/or controlled substances. Also describe random testing and testing after accidents. Who performs the tests and what are the consequences of positive" results?

4.2.4 PAST PERFORMANCE

Vendors shall describe in detail past performance as it relates to any Defaults and Terminations.

DEFAULT AND TERMINATION

If the Vendor 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 Vendor's non-performance or poor performance and the issue of performance was either: (a) not litigated due to inaction on the part of the Vendor, or (b) litigated and such litigation determined that the Vendor was in default.

DETAILS

The Vendor shall submit full details of the terms for default including the other party's name, address, and phone number. Present the Vendor's position on the matter. The DES 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 Vendor in the past five years, so indicate.

4.2.5 STATE EMPLOYEES

Vendors shall 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. If following a review of this information, it is determined by the DES that a conflict of interest exists, the Vendor may be disqualified from further consideration for the award of a contract.

4.3 TECHNICAL PROPOSAL (25 POINTS)

4.3.1 PROPOSAL OF SERVICE

Vendors shall define the Route(s) for which your firm is proposing service. If you are considering an alternate Route, carefully review the information provided in Appendix D. If more than one Route is to be covered and stops are to be moved from one Route to another, fully describe and document the change in Appendix G – Alternate Route.

Vendors shall also include a description of how they will fully comply with Federal Regulations and the Private Express Statutes (PES), Title 39 of the code of Federal Regulations, parts 310 and 320.

Include any services proposed that have not been provided by CMS.

4.3.2 FLEET

Vendors shall describe details of their current fleet of vehicles, maintenance support and driver team.

4.4 REFERENCES (5 POINTS)

Vendors shall list names, email addresses and telephone numbers of three (3) business references for the Vendor for whom work similar to that requested herein has been accomplished and describe the types of services provided using the template in Appendix F. References will be scored individually and then given a maximum of 5 points total during the evaluation.

By submitting a proposal to this RFP, the Vendor grants permission to DES to contact these references and others, who from DES'S perspective, may have pertinent information regarding the services required by this RFP. The DES may contact and score references at the RFP Coordinator's discretion.

4.5 PRICING PROPOSAL (45 POINTS)

Vendors shall use the table in Appendix G to enter pricing for each Route. Vendors shall supply an Annual Total and Monthly Total that is inclusive of all costs associated with performing the service per Route. Costs include but are not limited to labor, transportation, fuel and equipment. If awarded, this will be the monthly rate charged by the Vendor for the Route. DES reserves the right to negotiate this rate with the ASV.

If an alternate route is offered, the Vendor shall supply a rate that is inclusive of all costs associated with performing the alternate Route. The vendor shall describe how they arrived at the rate proposed. DES reserves the right to seek clarifications regarding this rate and/or negotiate with the ASV.

5. SUBMITTALS

5.1 SUBMISSION OF PROPOSALS

All Proposals are to be sent to <u>MCCmail@DES.wa.gov</u> and are to be titled "Out of County Delivery"

Proposals must arrive at or prior to the stated due date and time as stated in Section 2.3 Projected Schedule of Procurement Activities. Vendors are asked to remember that e-mail transmission is not instantaneous. In some cases cross town email can take several hours. Vendors are asked to send their proposals well before the deadline. The arrival time at the MCC mailbox will be the measure of timeliness, proposals arriving after the deadline may be rejected regardless of when they were sent. Late proposals may be automatically disqualified from further consideration. All proposals and any accompanying documentation become the property of DES and will not be returned. The proposal may contain supportive materials which are considered necessary, provided that all materials are clearly referenced and indexed.

5.2 FORMAT OF PROPOSALS

Each Vendor shall email the DES mailbox with an attached electronic proposal which;

- Contains documents formatted in Microsoft Word which are clear, and are organized to correspond with instructions in this RFP (See section 3.1).
- > Contains references to requirements and provides deliverables defined in this RFP.
- Includes a PDF copy of the Certifications and Assurances document (Appendix B) which has been signed by Vendor.
- > Contains all documents and information identified in this RFP.

5.3 MODEL CONTRACT

Vendors need not return the attach Model Contract (Appendix H). A Contract, based on this Model will be prepared and sent upon award. Vendors who take issue with the Terms and Conditions presented are to so note in the Certifications and Assurances (Appendix B).

6. EVALUATION AND AWARD

6.1 EVALUATION PROCEDURE

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this solicitation and any addenda issued. DES reserves the option to request clarifications or additional information from any Vendor prior to completion of the evaluation process. This process will not include an opportunity to alter any proposal.

6.1.1 EVALUATION OF RESPONSIVENESS

The Submittal package will be reviewed to assure that all the materials were received on time, it includes a properly signed Certification and Assurances page (Appendix B), and that other requirements which were identified in the RFP and in the Checklist (Appendix A) are included. Only Responsive proposals will be advanced for further consideration.

6.1.2 EVALUATION OF NON-COST QUALIFICATIONS AND REQUIREMENTS

The proposal package will be reviewed to assure that all qualifications and requirements are met. Only proposals that establish for the Evaluators, that the Vendor is truly capable at this time of assuming the role of out of county delivery in every aspect of the opportunity will be advanced for further consideration. Evaluators may also find that Responsiveness requirements were somehow not met in upon further review.

DES may assemble and preside over an evaluation committee responsible for reviewing and scoring the "non-cost submittals". Committee members may be substituted and/or the evaluation committee may be disbanded and reconstituted.

The committee will score the "non-price submittal" consistent with their values. The committee members will primarily focus on the considerations stated in the IFB.

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

The scoring of the questions may be performed in isolation or together as a group, or a combination of both. Each committee member will score the responses to each question by assigning non-price points utilizing the point system identified below. All of the committee members' scores for the proposal package will be added together and then divided by the number of members to calculate a point score for each Vendor. This process will repeat for all proposals and then each Vendors point scores will be summed to form non-price point scores for each Bidder.

Evaluators will assign the following points for non-cost factors:

- > A maximum of 25 points for the Management Proposal (see Section 4.2).
- > A maximum of 25 points for the Technical Proposal (see Section 4.3).

A maximum of 5 points for References (see Section 4.4). Each reference will be scored on a scale of 1-5 with 5 being "great". The references will then be averaged together for one overall score for references.

6.1.3 EVALUATION OF COST

Those proposals that advance through the first two evaluations will be considered on a cost basis. Vendors will complete Appendix G, Pricing Proposal, for each route proposed. Costs will be evaluated as follows:

- Each Route will be scored individually.
- Vendors shall supply an all inclusive rate for the Annual Total and Monthly Total Cost for each proposed route.
- > The Monthly Total provided should be the Annual Total divided by 12.
- The Vendor with the lowest Total Monthly rate for Each Route will be given 45 points. The remaining Vendors will receive a proportionately fewer number of cost points based upon the lowest rate.
 - Example: Low Rate for Route 9 = \$2,250, therefore, receives all 45 points. The second lowest rate is \$2,999.
 - \$2,250/\$2,999 = 0.750 (rounded to four places to the right of the decimal point using standard rounding) x 45 (max price points available) = 33.7 price points.
- Alternate Routes will be reviewed and assigned cost points proportionate to their proposal.

6.1.4 PROPOSAL CLARIFICATIONS (IF APPLICABLE)

If the Evaluators seek clarification of any qualification or requirement issue, they may call for an oral presentation from such Vendors. The RFP Coordinators will contact these firms to schedule the activity. Vendors are instructed not to assume that oral presentations will be called for. If a site clarification tour is determined applicable, the RFP Coordinators will contact the Vendors for scheduling. Oral Clarifications will not be scored but will be evaluated on a Pass/Fail basis.

6.2 EVALUATION SCORING

Non-cost scores will be combined with the cost score for each Route. Non-cost scores will remain the same for each Route evaluated. There is a total of 100 points possible for each Route.

6.3 AWARD

The responsive and responsible Vendor(s), who meets all of the RFP requirements and has the highest total of points for non-cost and cost factors, as described above, will be the ASV(s). From this RFP, DES will recommend to OFM how many contracts should be awarded and to whom. DES may recommend one service provider for all services. OFM will conduct a separate evaluation and determine if the services under this RFP can be provided by the private sector at a reduced cost and at greater efficiency. The decision by OFM is final.

6.4 NOTIFICATION OF VENDORS

Upon completion of the evaluation process and notification by DES of concurrence with OFM's recommendation to award a contract, DES will notify the Recommended ASV of its selection via email. Vendors whose proposals were not selected for further negotiation or award will also be notified by e-mail. If the decision is made not to accept any of the proposals, all Vendors will be notified.

6.5 DEBRIEFING OF UNSUCCESSFUL VENDORS

Any Vendor who has submitted a proposal and been notified that they were not selected for contract award may request a debriefing. The request for a debriefing conference must be received by the RFP Coordinators within two (2) business days after the Unsuccessful Vendor Notification is e-mailed to the Vendor. The debriefing must be held within two (2) business days of the request. Discussion at the debriefing conference is limited to:

- > Evaluation and scoring of the firm's proposal
- > Critique of the proposal based on the evaluation

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

6.6 **PROTEST PROCEDURE**

A pre-Award Protest may be made only by Vendors who submitted a proposal to this RFP. The Protest procedure may be found in Appendix C. If a Contract is not awarded, the decision by OFM is final and a Protest cannot be submitted.

7. APPENDICES

Reminder: By responding to this RFP, a Vendor acknowledges reading, understanding, all information contained within the entire RFP.

contained within the entire RFP.	
APPENDIX A - CHECKLIST	Checklist
APPENDIX B - CERTIFICATIONS AND ASSURANCES	Certifications & Assurances
APPENDIX C - PROTEST PROCEDURE	Protest Procedure
APPENDIX D - ACTIVITY LEVELS	Activity Levels
APPENDIX E - ROUTES	Appendix E - R9 Appendix E - R10 Appendix E - R11 Appendix E - R12 Appendix E - R13 Appenix E - R14 Appendix E - R15
APPENDIX F - VENDOR PROFILE	Vendor Profile
APPENDIX G - PRICING PROPOSAL	Image: Appendix G - R9Image: Appendix G - R10Image: Appendix G - R11Image: Appendix G - R12Image: Appendix G - R13Image: Appendix G - R14Image: Appendix G - R15Image: Appendix G - R15Appendix G - R13Appendix G - R14Appendix G - R15Image: Appendix G - Alternate Route
APPENDIX H - MODEL CONTRACT	Sample Contract