

Request for Proposals

Issued by:

**The Washington State Board for
Community and Technical Colleges**

Request for Proposal Number

SBCTC 2024-RFP-001

For a

Student Success Software Solution

Released on September 30, 2024

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SECTION 1

1 INTRODUCTION

1.1 Background

Leading with a shared vision of racial, social, and economic justice, the college and system leaders of the Washington State Community and Technical College system have identified the value of a common student success platform that will facilitate a consistent and inclusive student experience across all institutions. This builds upon the recent adoption of a single, system-wide Enterprise Resource Planning (ERP) platform, powered by PeopleSoft, which manages student information, human resources information, and financial data.

The Washington State Community and Technical College system is comprised of 34 community and technical colleges. Colleges operate relatively independently, as a federated system under the general direction of the State Board for Community and Technical Colleges, and the direction of Boards of Trustees of 30 college districts. The system enrolls approximately 450,000 students annually with a mix of academic, vocational, and basic skills instructional programs, and is seeking a solution for all students, including robust accessibility for students with different needs or abilities.

The colleges are geographically dispersed throughout the state, varying in size, and serving from 4,500 to 35,000 students each. Given student mobility and online course options, students may enroll and attend courses at more than one college. (Additional information about Washington's Community and Technical Colleges can be found at <http://www.sbctc.edu>).

1.2 Purpose

The Washington State Board for Community and Technical Colleges (SBCTC) seeks a comprehensive Student Success Tool compatible with the PeopleSoft ERP. This tool will support the entire student lifecycle, enhancing engagement, persistence, retention, and completion rates across our diverse institutions. Key features should include communication through multiple means, campaign execution and effectiveness, degree planning, progress tracking, case management, and robust data access. It must allow local customizations while maintaining system-wide integrity and ensure compliance with FERPA and HIPAA standards. The tool should help its users provide timely, targeted, and equitable support that fosters student belonging and empowerment and facilitates seamless communication between faculty, staff, and students. Our goal is to use this tool to create an inclusive, supportive, and effective educational environment that enhances student success and future prospects.

1.3 Contract Term

It is anticipated that the term of the resulting Contract will be for three (3) to five (5) years, with extension options consisting of multiple years based on one (1) or two (2) year renewal terms. Additional extension options may be discussed during Contract negotiations with the Apparent Successful Vendor.

1.4 Definitions

“Apparent Successful Vendor” (ASV) shall mean the Vendor who: (1) meets all the requirements of this RFP, and (2) is selected for contract award based on the process and scoring criteria set forth in this RFP.

“Authorized Purchaser” shall mean the Washington State Board for Community & Technical Colleges (SBCTC) and members of the Washington Institutions of Public Higher Education (WIPHE) purchasing consortium.

“Business Days” or “Business Hours” shall mean Monday through Friday, 8 AM to 5 PM, local time in Olympia, Washington, excluding Washington State holidays.

“Desirable Scored” or “(DS)” shall mean that Vendor may obtain points for a requirement, but if the requirement is not met, it will not disqualify the Vendor from consideration.

“Mandatory” or “(M)” shall mean the Vendor must comply with the requirement, the Vendor must provide an affirmative indication within its Response that the Vendor has read, understands, and intends to comply with the requirement, and the Response will be evaluated on a pass/fail basis.

“Mandatory Scored” or “(MS)” shall mean the Vendor must comply with the requirement, and the Response will be scored.

“Purchaser” shall mean SBCTC.

“RCW” means the Revised Code of Washington.

“Response” shall mean the written proposal submitted by Vendor to SBCTC in accordance with this RFP. The Response shall include all written material submitted by Vendor as of the date set forth in the RFP schedule or as further requested by SBCTC.

“Services” shall mean those Services provided by Vendor relating to the solicitation, deployment, development and/or implementation activities that are appropriate to the scope of this solicitation.

“Software” shall mean the object code version of computer programs Licensed pursuant to the Contract. Software also means the source code version, where provided by Vendor. Embedded code, firmware, internal code, microcode, and any other term referring to software residing in the Equipment that is necessary for the proper operation of the Equipment is not included in this definition of Software. Software includes all prior, current, and future versions of the Software and all maintenance updates and error corrections.

“State” shall mean the state of Washington.

“Subcontractor” shall mean one not in the employment of Vendor, who is performing all or part of the Services under the resulting Contract under a separate contract with Vendor. The term “Subcontractor” means Subcontractor(s) of any tier.

“Vendor” shall mean a company, organization, or entity submitting a Response to this RFP.

1.5 Single Award

One Apparent Successful Vendor (ASV) will be identified via this procurement.

1.6 Overview of Solicitation Process

The SBCTC will select the ASVs based on the scoring criteria set forth in Section 6.

1.7 Washington Institutions of Public Higher Education Availability

Any Contract resulting from this RFP is intended to include members of the Washington Institutions of Public Higher Education (WIPHE) purchasing consortium as Authorized Purchasers.

SECTION 2

2 SCHEDULE

This RFP is being issued under the following Schedule. The Response deadlines are mandatory and non-negotiable. Failure to meet any of the required deadlines may result in disqualification from participation. Unless otherwise indicated, all required deadlines are 4:00 p.m. All times are local time, Olympia, WA.

EVENT	DATE & TIME
RFP issued	September 30, 2024
Optional Letter of Intent Due	October 8, 2024
Vendor Pre-Proposal Teleconference	October 8, 2024
Demo Accounts Active Date	October 10, 2024
Response to Pre-Proposal Conference Questions Posted	October 10, 2024
Final Vendor questions, comments, and complaints due	October 21, 2024
Written responses to final Vendor questions, comments, and complaints	October 23, 2024
Vendor Responses and Client References due	October 29, 2024
Evaluation of Responses & Conclusion of Demo use of Vendor Solutions	October 30- November 8, 2024
Optional Vendor Demonstrations & Presentations	(TBD) November 12-14, 2024
Notification of Apparent Successful Vendor	November 19, 2024
Vendor requests for debriefing due (Optional)	November 22, 2024, 2024
Optional Vendor debriefings	December 3-5, 2024
Contract Approval & Signature	TBD

SBCTC reserves the right to revise the above schedule.

SECTION 3

3 ADMINISTRATIVE REQUIREMENTS

3.1 RFP Coordinator (Proper Communication)

Upon release of this RFP, all Vendor communications concerning this solicitation must be directed to the RFP Coordinator listed below. With the exception of the Backup RFP Coordinator and the *Office of Minority and Women's Business Enterprises (OMWBE)*, unauthorized contact regarding this solicitation with other state employees involved with the solicitation may result in disqualification. All oral communications are unofficial and non-binding on the State. Vendors should rely only on written statements issued by the RFP Coordinator. The RFP Coordinator may also designate, in writing, a backup RFP Coordinator/Point of Contact.

RFP Coordinator

Abraham L. Rocha
Contracts & Procurement Officer
SBCTC
1300 Quince St. SE
Olympia, WA 98504-2495

Telephone: (509) 842-4341

E-mail: arocha@sbctc.edu

3.2 Optional Letter of Intent

A letter indicating the Vendor's intent to respond to this RFP should be received by the RFP Coordinator at the address specified in Section 3.1 *RFP Coordinator*, no later than the date and time listed in Section 2, *Schedule*. The Vendor may submit the Letter of Intent by U.S. mail, facsimile, or e-mail. Vendors submitting a letter of intent will directly receive amendments and other information regarding this RFP.

Each Vendor must include the following information in the Letter of Intent:

- a) Vendor name;
- b) Statement that the Vendor intends to propose;
- c) Vendor's authorized representative for this RFP, who will be available as the primary contact throughout the RFP process, and contact information as follows:

Name and title of authorized representative

Address

Telephone (office and mobile) numbers

E-mail address

3.3 Vendor Questions

Vendor questions regarding this RFP will be allowed until the date and time specified in the *Schedule* (Section 2). Vendor questions must be submitted in writing (e-mail acceptable) to the RFP Coordinator. An official written response will be provided for Vendor questions received by this deadline. To ensure that all prospective bidders have access to the information, written responses to Vendor questions will be posted on the WEBS site where the RFP is posted.

The Vendor that submitted the questions will not be identified. Verbal responses to questions will be considered unofficial and non-binding. Only written responses posted will be considered official and binding.

3.4 Vendor Comments Invited

Vendors are encouraged to review the mandatory requirements of this RFP carefully, and submit any comments and recommendations to the RFP Coordinator. Where mandatory requirements appear to prohibit or restrict your firm's participation, an explanation of the issue with suggested alternative language should be submitted in writing to the RFP Coordinator by the deadline for Vendor Questions, Comments, and Complaints in the *Schedule* (Section 2).

3.5 Vendor Complaints Regarding Requirements and Specifications

Vendors are expected to raise any questions, exceptions, or additions they have concerning the RFP requirements early in the RFP process. Vendors may submit specific complaints to the RFP Coordinator, if Vendor believes the RFP unduly constrains competition or contains inadequate or improper criteria. The complaint must be made in writing to the RFP Coordinator before the Response due date set forth in the *Schedule* (Section 2). The solicitation process may continue.

These complaints are **not** handled through protest procedures outlined in Appendix D, *Protest Procedures*; however, the RFP Coordinator will review the substance of the complaint. Should a Vendor complaint identify a change that would be in the best interest of the State to make, SBCTC may modify this RFP accordingly. The SBCTC decision is final; no further administrative appeal is available.

3.6 (M) Response Contents

The Response must contain information responding to all mandatory requirements in the RFP, contact information for client references, and must include the signature of an authorized Vendor representative on all documents required in the appendices.

The Response should be submitted in two (2) Volumes containing what is listed below. Failure to provide any requested information in the prescribed format may result in disqualification of the Vendor.

Volume 1: Response to Sections 3 & 4 Administrative Requirements and Vendor Requirements

Volume 2: Response to Section 5 Functional Requirements and Financial Quote

3.7 Number of Response Copies Required

1 Electronic Copy of Response Volume 1

1 Electronic Copy of Response Volume 2

1 Electronic copy of manuals, brochures, or other materials, if you wish to submit those items as part of your response. Include any demonstration video, demo web site, etc.

Responses shall be submitted via email. Vendor assumes all responsibility for failure to provide a complete response to the RFP – the entire response must be delivered before the deadline – incomplete responses may be disqualified. Partial delivery of a response before the deadline does not satisfy the timeliness requirement.

3.8 Response Presentation and Format Requirements

Not all of the following requirements are mandatory in responding to this RFP – HOWEVER, in order to assist in the scoring of responses and to receive the highest number of points for its Response, Vendors are encouraged to comply with the requirements as stated. Specific Mandatory items are indicated with an (M).

- 3.8.1 The signature block in Appendix A, *Certifications and Assurances*, must be signed by a representative authorized to bind the company to the offer (email Responses **must** include a properly signed Certifications and Assurances)
- 3.8.2 Vendor must respond to each question/requirement contained in Sections 3 through 6 of this RFP. Failure to substantially comply with any applicable item may result in the Response being disqualified. ***Please answer each question that requires a response – it is very helpful to restate the text of a question or requirement so that you do not miss answering anything. Also, please remember to indicate which section, question or requirement of the RFP you are responding to with each response (including the section number is helpful).***
- 3.8.3 (M) Each of the RFP requirements are numbered and titled. In each requirement title is a designation indicating how the Response will be evaluated:
- a) For Mandatory requirements (M), the Response must always indicate explicitly whether or not the Vendor’s proposed Services meet the requirement. A statement, “(Vendor Name) has read, understands, and fully complies with this requirement” is acceptable, if true, along with any additional information requested. For some items, Vendor will need to show how the Mandatory requirement is met.
 - b) For Mandatory Scored (MS) items, the Response must always indicate explicitly whether or not the Vendor's proposed Products/Services meet the requirement, and describe how the proposed Vendor’s Products/Services will accomplish each requirement as it relates to the service(s) proposed.
- 3.8.4 Include Vendor name and the name, address, e-mail, facsimile and telephone numbers of the Vendor’s authorized representative at the beginning of each volume of the Response.
- 3.8.5 Figures and tables must be numbered and referenced in the text of the Response by that number. Foldouts containing charts, spreadsheets, and oversize exhibits are permissible.
- 3.8.6 (M) The Response, as well as any reference materials presented by Vendor, must be written in English and Vendor must provide all rates in United States dollars.

3.9 (M) Delivery of Responses

It is mandatory that Vendors submit all copies of their Responses by the date and time in Section 2, *Schedule*, to the RFP Coordinator at the address specified in *RFP Coordinator* (Section 3.1).

Responses must be received at SBCTC by the date and time specified in Section 2, *Schedule*. Time is of the essence. Responses arriving after the deadline will be returned unopened to their senders. A postmark by that time is not acceptable. **Responses sent by facsimile will not be accepted.**

All Responses must be submitted via email; a complete response must be received by the date and time specified in Section 2 *Schedule* in order for the Vendor’s response to be deemed to have arrived in a timely manner. The timestamp assigned by the SBCTC email system will be the official time a response is received. Please note that an email submission may encounter delivery problems as materials, attachments, or the email itself may not pass through the SBCTC firewall. In that case, it is the Vendor’s responsibility to ensure that SBCTC has received all materials. **Vendors assume all responsibility for the method of delivery and for any delay in the delivery of their Response.** Vendors are encouraged to send electronic responses well in advance of the deadline and to confirm that a complete response was received by SBCTC prior to the deadline.

3.10 Cost of Response Preparation

SBCTC will not reimburse Vendors for any costs associated with preparing or presenting a Response to this RFP.

3.11 Response Property of SBCTC

All materials submitted in response to this solicitation become the property of SBCTC, unless received after the deadline in which case the Response is returned to the sender.

3.12 Proprietary or Confidential Information

To the greatest extent practicable, please refrain from including any information you wish to keep from public disclosure out of your response. Any information contained in the Response that is proprietary or confidential must be clearly designated. Marking of the entire Response or entire sections of the Response as proprietary or confidential will not be accepted nor honored; in those cases, SBCTC will treat the response as if none of it was marked as proprietary or confidential. **SBCTC will not honor proprietary or confidential designations or markings on pricing.**

To the extent consistent with chapter 42.56 RCW, the Public Disclosure Act, SBCTC shall maintain the confidentiality of Vendor's information marked confidential or proprietary, **HOWEVER, such designation does not necessarily protect it from public records requests.** If a request is made to view Vendor's proprietary information, SBCTC will notify 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, SBCTC 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 SBCTC retains Vendor's information in our 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.

3.13 Waive Minor Administrative Irregularities

SBCTC reserves the right to waive minor administrative irregularities contained in any Response. Additionally, SBCTC reserves the right, at its sole option, to make corrections to Vendors' Responses when an obvious arithmetical error has been made in the price quotation. Vendors will not be allowed to make changes to their quoted price after the Response submission deadline.

3.14 Errors in Response

Vendors are liable for all errors or omissions contained in their Responses. Vendors will not be allowed to alter Response documents after the deadline for Response submission. SBCTC is not liable for any errors in Responses. SBCTC reserves the right to contact Vendor for clarification of Response contents.

In those cases where it is unclear to what extent a requirement or price has been addressed, the evaluation team may, at their discretion and acting through the RFP Coordinator, contact a Vendor to clarify specific points in the submitted Response. However, under no circumstances will the responding Vendor be allowed to make changes to the proposed items after the deadline stated for receipt of Responses.

3.15 Amendments/Addenda

SBCTC reserves the right to change the *Schedule* or other portions of this RFP at any time. SBCTC may correct errors in the solicitation document identified by SBCTC or a Vendor. Any changes or corrections will be by one or more written amendment(s), dated, and 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. In the event that it is necessary to revise or correct any portion of the RFP, a notice will be posted on the WEBS procurement web site and emailed to the designated contact for each Vendor.

3.16 Right to Cancel

With respect to all or part of this RFP, SBCTC reserves the right to cancel or reissue at any time without obligation or liability.

3.17 (M) Contract Requirements

A proposed Contract has been included as Appendix B.

To be responsive, **Vendors must indicate a willingness to enter into a Contract substantially the same as the Contract in Appendix B**, by signing the *Certifications and Assurances* located in Appendix A. Any specific areas of dispute with the attached terms and conditions must be identified in the Response and may, at the sole discretion of SBCTC, be grounds for disqualification from further consideration in the award of a Contract.

Under no circumstances is a Vendor to submit their own standard contract terms and conditions as a response to this solicitation. Instead, Vendor must review and identify the language in Appendix B that Vendor finds problematic, state the issue, and propose the language or contract modification Vendor is requesting. All of Vendor's exceptions to the contract terms and conditions in Appendix B must be submitted within the Response, attached to Appendix A, *Certification and Assurances*. Please note that the Certifications and Assurances Form (Exhibit A) must be signed and dated in ink by a person legally authorized to bind the Vendor to a contractual relationship. **SBCTC will not accept changes to the Certifications and Assurances Form.** SBCTC expects the final Contract signed by the ASV to be substantially the same as the contract located in Appendix B.

The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during negotiation of the final Contract.

The ASV will be expected to execute the Contract within seven (7) Business Days of its receipt of the final Contract. If the selected Vendor fails to sign the Contract within the allotted seven (7) days time frame, SBCTC may elect to cancel the award, and award the Contract to the next ranked Vendor, or cancel or reissue this solicitation (see Subsection 3.16, *Right to Cancel*). Vendor's submission of a Response to this solicitation constitutes acceptance of these contract requirements.

3.18 (M) Incorporation of Documents into Contract

This solicitation document and the Response will be incorporated into any resulting Contract.

3.19 Best and Final Offer

SBCTC reserves the right to make an award without further discussion of the Response submitted; *i.e.*, there may not be a best and final offer request. Therefore, the Response should be submitted on the most favorable terms that Vendor intends to offer.

3.20 No Costs or Charges

No costs or charges under the proposed Contract may be incurred before the Contract is fully executed.

3.21 Office of Minority and Women's Business Enterprises

SBCTC strongly encourages participation of minority and women businesses. Vendors who are OMWBE certified or intend on using OMWBE certified Subcontractors are encouraged to identify the participating firm on Appendix C. No minimum level of OMWBE participation is required as a condition of receiving an award and no preference will be included in the evaluation of Responses in accordance with chapter 39 RCW. For questions regarding the above, contact OMWBE at (360) 753-9693.

3.22 No Obligation to Contract/Buy

SBCTC reserves the right to refrain from Contracting with any and all Vendors. Neither the release of this solicitation document nor the execution of a resulting Contract obligates SBCTC or any other authorized purchasers to make any purchases.

3.23 Non-Endorsement and Publicity

In selecting a Vendor to supply Services to the state of Washington, the State is neither endorsing Vendor's Services, nor suggesting that they are the best or only solution to the State's needs. By submitting a Response, Vendor agrees to make no reference to SBCTC or the state of Washington in any literature, promotional material, brochures, sales presentation or the like, regardless of method of distribution, without the prior review and express written consent of SBCTC.

3.24 Withdrawal of Response

Vendors may withdraw a Response that has been submitted at any time up to the Response due date and time (identified on the *Schedule*, Section 2). To accomplish response withdrawal, a written request signed by an authorized representative of Vendor must be submitted to the RFP Coordinator. After withdrawing a previously submitted Response, Vendor may submit another Response at any time up to the Response submission deadline.

3.25 Optional Vendor Debriefing

Only Vendors who submit a Response may request an optional debriefing conference to discuss the evaluation of their Response. The requested debriefing conference must occur on or before the date specified in the *Schedule* (Section 2). The request must be in writing (fax or e-mail acceptable) addressed to the RFP Coordinator.

The optional debriefing will not include any comparison between the Response and any other Responses submitted. However, SBCTC will discuss the factors considered in the evaluation of the Response and address questions and concerns about Vendor's performance with regard to the solicitation requirements.

3.26 Protest Procedures

Vendors who have submitted a timely Response to this solicitation and have had a debriefing conference may make protests. Upon completion of the debriefing conference, a Vendor is allowed five (5) Business Days to file a formal protest of the solicitation with the RFP Coordinator. Further information regarding the grounds for, filing and resolution of protests is contained in Appendix D, *Protest Procedures*.

3.27 Selection of Apparent Successful Vendor

All Vendors responding to this solicitation will be notified by mail or e-mail when SBCTC has determined the ASV. The ASV will be the respondent who: (1) meets all the requirements of this RFP; and (2) receives the highest number of total points as described in Section 6. The date of announcement of the ASV will be the date the announcement letter is postmarked, or if emailed the date the e-mail is sent.

3.28 Electronic Availability

The contents of this RFP and any amendments/addenda and written answers to questions will be available on the WEBS site at <https://fortress.wa.gov/ga/webs/>.

If you need technical assistance please contact WEBS Customer Service via email at webscustomerservice@des.wa.gov or by phone at (360) 902-7400.

For more information:

<http://des.wa.gov/services/ContractingPurchasing/Business/Pages/default.aspx>. This is a common vendor registration and bid notification system for all Washington State agencies and higher education institutions.

SECTION 4

4 VENDOR REQUIREMENTS

Respond to the following requirements per the instructions in section 3.

4.1 (M) Letter of Submittal (Executive Summary)

Vendors must submit an Executive Summary prepared and signed on Vendor's official business letterhead. Cost information must not be included in the transmittal letter. The Executive Summary must be included as the first page of Part 1 of Volume 1. Signing the Executive Summary indicates that the Vendor accepts the terms and conditions of this RFP. Please note that the Letter of Submittal must be signed and dated in ink by a person legally authorized to bind the Vendor to a contractual relationship.

Vendor's Executive Summary must include the following information:

- 4.1.1 Vendor must provide the name, legal status (e.g., corporation, sole proprietor, etc.), Federal Tax I.D. number, Washington UBI number (Unified Business Identifier number), address, telephone number, facsimile, and email address of the legal entity or individual with whom SBCTC may execute a contract arising from this RFP.
- 4.1.2 Contact representative's name and contact information.
- 4.1.3 An organizational chart and a listing of key Vendor personnel who have signature authority to bind their organization to a contract.
- 4.1.4 A brief description of the company, including the Vendor organization's experience and history with services similar to those being procured under this RFP.
- 4.1.5 A detailed list of all materials and enclosures included in your Response.
- 4.1.6 Identify the page numbers on the Response that are marked "Proprietary or Confidential" Information.
- 4.1.7 A statement substantiating that the person who signs the Executive Summary is authorized to contractually bind the Vendor's organization.
- 4.1.8 The Vendor's guarantee that its Response, as submitted, will remain in full force and effect for 120 days or 180 days if a protest to the RFP is filed, whichever is later.
- 4.1.9 Any statements you wish to convey to the RFP Coordinator.

4.2 (M) Vendor Profile

Vendor must provide the legal business name, legal status (e.g., corporation, sole proprietor, etc.) and the year the entity was organized to do business as the entity now substantially exists, Washington State Uniform Business Identification (UBI) number, the home office address, and telephone and fax numbers, web site URL (if any), and organizational chart of the legal entity with whom SBCTC may execute any Contract arising from this RFP, including the names and titles of Vendor's principal officers. Also include the following:

- a) Parent company, if applicable
- b) Structure of the organization that performs services identified in this RFP and any other services that are directly related to the support of the services identified in this RFP;

- c) The total number of years in business;
- d) The number of years performing services identified in 4.2 b (above);

4.3 (M) Vendor Organizational Capabilities

Vendor must provide a brief description of its entity (including business locations, size, areas of specialization and expertise, client base and any other pertinent information that would aid an evaluator in formulating a determination about the stability and strength of the entity), including the Vendor organization's experience and history with Services within the scope of this RFP.

4.4 Vendor Account Manager

Vendor shall appoint an Account Manager who will provide oversight of Vendor contract activities. Vendor's Account Manager will be the principal point of contact concerning Vendor's performance under this Contract. Vendor shall notify the SBCTC Contracts & Procurement Officer, in writing, when there is a new Vendor Account Manager assigned to this Contract. The Vendor Account Manager information is:

Vendor Account Manager:

Address:

Phone (office and mobile):

Fax:

E-mail:

4.5 (M) Client References

Vendor must provide a list of three (3) of its commercial, higher education, and/or government clients, who will serve as references, directly to the RFP Coordinator by the deadline set forth in the *Schedule* (Section 2). Vendor must select clients who will respond in a timely manner to the RFP Coordinator's telephone query with objective information concerning the Products/Services they have purchased. Vendors are requested to notify references in advance that they **may** be contacted.

The Services purchased by these clients must be similar to those requested by this RFP. To that end, we are requesting references from clients who have used your product or service.

References must not be from a person, company or organization with any special interest, financial or otherwise, in the Vendor.

SBCTC may contact Vendor's client references directly.

SBCTC reserves the right to eliminate from further consideration in the RFP process any Vendor who, in the opinion of SBCTC, receives an unfavorable report from a client. SBCTC may, at its discretion, contact other Vendor clients for references.

4.6 (M) Vendor Licensed to do Business in Washington

Within thirty (30) days of being identified as the ASV, Vendor must be licensed to conduct business in Washington, including registering with the Washington State Department of Revenue. The Vendor must collect and report all applicable taxes.

4.7 (M) Use of Subcontractors

SBCTC will accept Responses that include third party involvement only if the Vendor submitting the Response agrees to take complete responsibility for all actions of such Subcontractors.

Vendors must state whether Subcontractors are/are not being used, and if they are being used,

Vendor must list them in response to this subsection. SBCTC reserves the right to approve or reject any and all Subcontractors that Vendor proposes. Any Subcontractors engaged after award of the Contract must be pre-approved, in writing, by SBCTC.

If Subcontracts will be used for the resultant Contract for this RFP, the Vendor must provide the following for each Subcontractor in addition to the requirements in Section 5:

- Subcontractor(s) name;
- Subcontractor Representative;
- Address;
- Phone number (office and mobile);
- E-mail; and
- Fax number
- OMWBE status.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 RCW. Vendors should familiarize themselves with the requirements prior to submitting a Response.

4.8 (M) Prior Contract Performance

Vendor must submit full details of all Terminations for Default for performance similar to the Services requested by this RFP experienced by the Vendor in the past five (5) years, including the other party's name, address and telephone number.

"Termination for Default" is defined as notice to Vendor to stop performance due to the Vendor's non-performance or poor performance and the issue was either: (a) not litigated; or (b) litigated and such litigation determined the Vendor to be in default.

Vendor must describe the deficiencies in performance, and describe whether and how the deficiencies were remedied. Vendor must present any other information pertinent to its position on the matter.

SBCTC will evaluate the information and may, at its sole discretion, reject the Response if the information indicates that completion of a Contract resulting from this RFP may be jeopardized by selection of the Vendor.

If the Vendor has experienced no such Terminations for Default in the past five years, so declare.

4.9 (M) Insurance

The ASV is required to obtain insurance to protect the State should there be any claims, suits, actions, costs, or damages or expenses arising from any negligent or intentional act or omission of the Vendor or its Subcontractor(s), or their agents, while performing work under the terms of any Contract resulting from this solicitation. Vendors will find a complete description of the specific insurance requirements in the proposed contract terms in Appendix B, Proposed Contract.

4.10 Vendor Solution Demo Accounts & Live Demonstration

4.1.1 Vendors should be prepared to provide demonstration ("Demo") accounts or licenses or other means of accessing a sample of the Vendor proposed solution. SBCTC intends to use these "Demo" accounts for evaluation purposes only, though it will not be independently scored, the experience with "Demo" versions of the solution will additionally inform our evaluation of Vendor responses.

- 4.1.2 Please be prepared to provide a live demonstration of your product's features and functionality. Make sure to highlight features around user interface, accessibility, typical user workflows, as well as any of the highly desirable functions.

4.11 (M) Accessibility

Vendor's proposed solution shall comply with federal and state accessibility standards. Vendor's proposed solution must comply with the Web Content Accessibility Guidelines (WCAG) for WCAG 2.1 Level AA technical standards and Section 508 conformance.

In addition to addressing the requirements in Appendix F referring to Accessibility, Vendor response must include a complete and accurate Accessibility Compliance Report (ACR) using the VPAT template version 2.3 or higher for the specific solution (including all product(s) being proposed if the solution encompasses the inclusion of multiple products) being evaluated. The template is available at <https://www.itic.org/policy/accessibility/vpat> . The ACR/VPAT provided as part of the Vendor response should be performed within 12 months or less of the RFP date.

Vendors will complete the [1 Ed Tech Trusted Apps Accessibility Rubric](#) to provide supplemental information to the VPAT.

If any of the products or services included as part of Vendor's proposed solution are not in conformance with WCAG 2.1 AA technical standards as required by policy and state and federal law, Vendor shall provide an explanation and provide any detailed plans to resolve such issues, including timelines (e.g. Accessibility Roadmap) for expected accessibility remediation work. If any additional work by SBCTC or passed along costs are associated with this remediation or updates, that must be articulated as part of your response and those costs must be included in your price proposal (see Section 6.5). **SBCTC may choose to conduct independent accessibility evaluations of the Vendor's products and services but is not responsible for doing so.**

SECTION 5

5 Functional Requirements

Respond to the requirements listed in Appendix F (attached) per the instructions in section 3.

When responding to the requirements in Appendix F, please refer to the requirement number in your response so that we can match up your answers with the requirements that you attempt to associate the answers with.

Below is a description of each of the categories found in Appendix F.

- 5.1 ***Student Goal Planning & Progress:*** System functionality must support the autonomy of the student in planning and tracking educational and career goals. Degree planning is a critical component of the Guided Pathways framework, as it helps students map out a clear and structured path to completion. This ensures that students can make informed decisions about their educational journey. The college must also be able to monitor student progress to plan effective interventions and report on student outcomes.
- 5.2 ***Communication:*** The system allows users to effectively communicate with broad audiences, select groups, and individuals, via multiple modalities (text, email, etc.), that support student care teams with advising, enrollment, retention, and completion. Effective communication within the Guided Pathways framework ensures that students receive timely and relevant information, helping them stay informed and engaged. It also facilitates the coordination of support services, ensuring that students receive the guidance they need at each stage of their educational journey.
- 5.3 ***Case Management Tool:*** Advising within the Guided Pathways framework requires personalized guidance and support. The product should allow for holistic student support teams to provide a personalized experience by supporting multiple forms of scheduling activities, case notes, and early alerts. There should be an intuitive dashboard that will enable students and employees to see all information regarding their educational goals.
- 5.4 ***Accessibility & Equity:*** All third-party software applications and web content purchased on behalf of the CTC system must comply with the Web Content Accessibility Guidelines (WCAG) 2.1AA technical standards. Suppliers should provide a complete Accessibility Compliance Report (ACR) using the VPAT template version 2.3 or higher for the specific product being evaluated (available at <https://www.itic.org/policy/accessibility/vpat>). The date of completion for the ACR/VPAT report should be within 12 months or less from the date of response to the RFP. Suppliers should complete the 1 Ed Tech Accessibility Rubric Specification 1.0, which serves as a companion document to the VPAT. Leading with racial equity, our colleges maximize student potential and transform lives within a culture of belonging that advances racial, social, and economic justice in service to our diverse communities. All suppliers are expected to align with this vision by ensuring their products and services support and promote equity, diversity, and inclusion.
- 5.5 ***Data & Analytics:*** The system will provide robust and secure data management and analytics capabilities that allow users to make data-informed decisions about promoting student success.

Data and analytics within the Guided Pathways framework are essential for tracking student progress, informing decision-making, and enhancing equity by identifying and addressing gaps. These may include monitoring the progress of interventions, campaigns, and measuring effectiveness. They also support predictive modeling and improve teaching and learning by providing insights into student performance and engagement.

- 5.6 ***Technology Integration:*** The State Board of Community and Technical Colleges (SBCTC) administers and maintains a customized instance of PeopleSoft. This system must be able to send data to, and receive data from, this instance of PeopleSoft.
- 5.7 ***Client Support:*** The proposed solution for Client Support services for the successful integration of a comprehensive two-way data integration into ctcLink must detail how the vendor will meet these requirements and support the sustainable operation of the integrated system.

SECTION 6

6 EVALUATION PROCESS

6.1 Overview

The Vendor who meets all of the RFP requirements and receives the highest number of total points as described below in Section 6.8, *Vendor Total Score*, will be declared the Apparent Successful Vendor (ASV) and enter into contract negotiations with SBCTC.

6.2 Administrative Screening

Responses will be reviewed initially by the RFP Coordinator to determine on a pass/fail basis compliance with administrative requirements as specified in Section 3, *Administrative Requirements*. Evaluation teams will only evaluate Responses meeting all administrative requirements.

6.3 Mandatory Requirements

Responses meeting all of the administrative requirements will then be reviewed on a pass/fail basis to determine if the Response meets the Mandatory requirements. Only Responses meeting all Mandatory requirements will be further evaluated. Providing pricing information to SBCTC is always a Mandatory requirement.

The State reserves the right to determine at its sole discretion whether Vendor's response to a Mandatory requirement is sufficient to pass. If, however, all responding Vendors fail to meet any single Mandatory item, SBCTC reserves the following options: (1) cancel the procurement, or (2) revise or delete the Mandatory item.

6.4 Qualitative Review and Scoring

Only Responses that pass the administrative screening and Mandatory requirements review will be evaluated and scored based on responses to the scored requirements in the RFP. Responses receiving a "0" on any Mandatory Scored (MS) element(s) may be disqualified. Requirements in Appendix F that are marked Mandatory (M) are pass/fail. Items marked Desirable Scored (DS) are not required, but will be scored and given the points indicated in Appendix F.

Each scored element in Section 5 of the Response will be given a score by each team evaluator. Then, the scores will be totaled and a score for each Vendor will be calculated as set forth below. This will be used in the calculation of Vendor's total score.

Evaluation points will be assigned based on the effectiveness of the Response to each requirement. A scale of zero to five will be used, defined as follows:

0	Not Responsive	Capability is not provided or Vendor answer is considered not responsive
1	Unsatisfactory	Capability is wholly inadequate.
2	Below Average	Capability is substandard to that which is average or expected as the norm.
3	Average	The baseline score for each item, with adjustments based on the evaluation team's reading of the Response.
4	Above Average	Capability is better than that which is average or expected as the norm.
5	Exceptional	Capability is clearly superior to that which is average or expected as the norm.

6.5 Price Scoring

Vendors must submit a cost proposal that includes all costs to implement the solution you propose. Include the following, but not limited to: one time costs, ongoing costs, all extra fees, and all fees for options and enhancements.

The evaluation process is designed to award this procurement not necessarily to the vendor of least cost, but rather to the vendor whose proposal best meets the requirements of this RFP, while providing the best value. Vendors are encouraged to submit proposals which are consistent with state government efforts to conserve state resources. Also, because price is scored, it will be a factor in this competitive process.

6.5.1 Identification of Costs

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 vendor is to submit a fully detailed budget including staff costs and any expenses necessary to accomplish the tasks and to deliver and maintain the proposed solution for the initial term of the contract.

Vendors are required to collect and pay Washington state sales and use taxes, if 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.

6.5.2 Budget

There is no over-arching system budget for this solution. Each participating school will make their own purchases individually.

6.6 Client Reference Evaluation & Vendor Demonstrations

6.6.1 Client References will be reviewed and compared against each Vendor response. *While Client references have no independent score of their own, they will be taken into consideration when reading Vendor responses.*

6.6.2 Vendor Demonstrations (see also section 4.10)

SBCTC's Vendor Evaluation and Scoring Team (VEST) would like to have Vendors provide a presentation or demonstration of their proposed solution(s). These presentations will be scheduled by SBCTC once all responses have been received.

6.7 Allocation of Points

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

<u>Scored Items</u>	<u>Points Possible</u>
(MS) Functional Requirements (Section 5 / Appendix F)	860 Points
(MS) Price (6.5)	140 points
TOTAL	1000 points

6.8 Vendor Total Score

Vendors will be ranked using the Vendor's Total Score for its Response, with the highest score ranked first and the next highest score ranked second, and so forth.

6.9 Selection of Apparent Successful Vendor

The Vendor with the highest Vendor total score will be declared the Apparent Successful Vendor (ASV). SBCTC will enter into contract negotiations with the ASV. Should contract negotiations fail to be completed within ten (10) days after initiation, SBCTC may immediately cease contract negotiations and declare the Vendor with the second highest score as the new ASV and enter into contract negotiations with that Vendor. This process will continue until the Contracts are signed or no qualified Vendors remain. *Note: this Section (6.9) is to be distinguished from Section 3.18 "Contract Requirements". Section 3.18 refers to the Vendor's obligation to sign a final Contract within seven (7) business days of receipt from SBCTC. Section 6.9's time limitation refers to the contract negotiations that are intended to result in a final Contract. If no final Contract is reached in ten (10) days per Section 6.9, then the process for proceeding to the next Vendor for negotiations is followed. The time requirement stated in Section 3.18 does not begin until a final negotiated contract exists.*

APPENDIX A

CERTIFICATIONS AND ASSURANCES

Issued by the State of Washington

We make the following certifications and assurances as a required element of the Response, to which it is attached, affirming the truthfulness of the facts declared here and acknowledging that the continuing compliance with these statements and all requirements of the RFP are conditions precedent to the award or continuation of the resulting Contract.

The prices in this Response have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered. The prices in this Response have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before Contract award unless otherwise required by law. No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition. However, we may freely join with other persons or organizations for the purpose of presenting a single proposal or bid.

The attached Response is a firm offer for a period of *120* days following the Response Due Date specified in the RFP, and it may be accepted by SBCTC without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the *120*-day period. In the case of protest, your Response will remain valid for *180* days or until the protest is resolved, whichever is later.

In preparing this Response, we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to the State's solicitation, or prospective Contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this Response. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)

We understand that the State will not reimburse us for any costs incurred in the preparation of this Response. All Responses become the property of the State, and we claim no proprietary right to the ideas, writings, items or samples unless so stated in the Response. Submission of the attached Response constitutes an acceptance of the evaluation criteria and an agreement to abide by the procedures and all other administrative requirements described in the solicitation document.

We understand that any Contract awarded, as a result of this Response will incorporate all the solicitation requirements. Submission of a Response and execution of this Certifications and Assurances document certify our willingness to comply with the Contract terms and conditions appearing in Appendix B, or substantially similar terms, if selected as a contractor. It is further understood that our standard contract will not be considered as a replacement for the terms and conditions appearing in Appendix B of this solicitation.

We (circle one) **are** / **are not** submitting proposed Contract exceptions.

Vendor Signature

Vendor Company Name

Title

Date

APPENDIX B

PROPOSED CONTRACT

Terms and Conditions
For
a
Student Success Software Solution

To be posted separately on the WEBS site

APPENDIX C
OMWBE Participation Form

Minority and Women's Business Enterprises (OMWBE)
Participation Form

OMWBE participation is defined as: Certified MBEs and WBEs bidding as prime contractor, or prime contractor firms subcontracting with certified OMWBEs. For questions regarding the above, contact Office of OMWBE, (360) 753-9693.

MBE FIRM NAME	*MBE CERTIFICATION NO.	PARTICIPATION %

WBE FIRM NAME	*WBE CERTIFICATION NO.	PARTICIPATION %

*Certification number issued by the Washington State Office of Minority and Women's Business Enterprises.

Name of Vendor completing this Certification: _____

APPENDIX D

PROTEST PROCEDURES

A. Procedure

This protest procedure is available to Vendors who submitted a Response to this solicitation and have received a debriefing conference. Protests are made to SBCTC after SBCTC has announced the ASV. Vendor protests shall be received, in writing, by SBCTC within five (5) Business Days after the Vendor debriefing conference.

B. Grounds for protest are:

1. Arithmetic errors were made in computing the score;
2. The agency failed to follow procedures established in the solicitation document or applicable state or federal laws or regulations; or
3. There was bias, discrimination or conflict of interest on the part of an evaluator.

Protests not based on these criteria will not be considered.

C. Format and Content

Vendors making a protest shall include in their written protest to SBCTC all facts and arguments upon which the Vendor relies. Vendors shall, at a minimum, provide:

1. Information about the protesting Vendor; name of firm, mailing address, phone number and name of individual responsible for submission of the protest;
2. Information about the acquisition; issuing agency, acquisition method;
3. Specific and complete statement of the agency action(s) being protested;
4. Specific reference to the grounds for the protest; and
5. Description of the relief or corrective action requested.

D. Review Process

Upon receipt of a Vendor's protest, SBCTC will postpone signing a Contract with the ASV until the Vendor protest has been resolved.

SBCTC, or a representative from another state agency, will perform an objective review of the protest, by individuals not involved in the acquisition process being protested. The review shall be based on the written protest material submitted by the Vendor and all other relevant facts known to SBCTC.

The reviewer will render a written decision to the Vendor within five (5) Business Days after receipt of the Vendor protest, unless more time is needed. The protesting Vendor shall be notified if additional time is necessary.

E. Determination

The final determination shall:

1. Find the protest lacking in merit and uphold the agency's action;
2. Find only technical or harmless errors in the agency's acquisition process conduct, determine the agency to be in substantial compliance, and reject the protest;

3. Find merit in the protest and provide the agency with options that may include:
 - a) Correct errors and reevaluate all proposals; or
 - b) Reissue the solicitation document; or
 - c) Make other findings and determine other courses of action as appropriate.
4. Not require the agency to award the Contract to the protesting party or any other Vendor, regardless of the outcome.

APPENDIX E

CLIENT REFERENCE FORM

NO CLIENT REFERENCE FORM WILL BE USED FOR THIS RFP.

APPENDIX F

Student Success Software Solution RFP REQUIREMENTS

Requirements to be posted separately on WEBS.