

**STATE OF WASHINGTON
OFFICE OF THE SECRETARY OF STATE
WASHINGTON STATE LIBRARY
OLYMPIA, WASHINGTON**

**REQUEST FOR QUALIFICATIONS AND QUOTATIONS
RFQQ NO.14-01**

PROJECT TITLE: Microfilming Newspapers for Washington State Library

PROPOSAL DUE DATE: February 11, 2014

EXPECTED TIME PERIOD FOR CONTRACT: March 11, 2014 – June 30, 2014

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

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1. INTRODUCTION

1.1 PURPOSE AND BACKGROUND

Office of the Secretary of State, Washington State Library (WSL) Division, hereafter called "OSOS," is initiating this Request for Qualifications and Quotations (RFQQ) to solicit proposals for newspaper preservation microfilming, secure storage of master negatives, and production and selling of duplicate service copies of microfilm. As per Revised Code of Washington (RCW), the functions of the Washington State Library include preserving Washington state newspapers.

RCW 27.04.045 (8)

The state librarian shall be responsible and accountable for the following functions:

(8) Serving as the depository for newspapers published in the state of Washington thus providing a central location for a valuable historical record for scholarly, personal, and commercial reference and circulation;

Coordinating efforts with other Washington libraries, WSL microfilms newspapers which are not microfilmed by other agencies or companies. Most are smaller, weekly newspapers printed within the last ten years. All microfilm produced must meet the Washington State Standards for the Production and Use of Microfilm (Exhibit C).

WSL needs 35mm silver halide first generation master negatives and second generation print master negatives stored in a secure, protected, climate controlled storage area which meets standards as described in Exhibit C for preservation of microfilm. All master negatives and second generation print master negatives produced under contract with WSL are the property of Washington State Library and must be given to WSL on demand.

WSL needs third generation service copies in 35mm positive silver halide copies to add to the WSL collection for customer use.

WSL needs a contractor to produce duplicate third generation service copies of the microfilm for libraries and individuals. WSL must authorize all microfilm duplicates made for all requestors before production. After the request is approved by WSL, the contractor must provide the requestor with the microfilm and handle all invoicing and collecting of payments from the requestor.

1.2 OBJECTIVE

Using the services provided by the Contractor, WSL will supply the Library's customers with newspapers on microfilm as efficiently as possible. Washington newspapers will be preserved for future research allowing WSL to carry out its legislative mandate. **The Contractor will provide services in an effective, efficient manner which will minimize the time WSL staff spends on newspaper microfilming and the sale of duplicate service copies.** All microfilming expenses, including accounting and fiscal procedures, will be as low, cost effective, and transparent as possible.

1.3 MINIMUM QUALIFICATIONS

The Vendor must be licensed to do business in the state of Washington. The Vendor must have a minimum of 5 years experience operating as a microfilm producer.

The Vendor must meet all state requirements to do business with the state of Washington.

The Vendor must provide telephone support during WSL's normal business hours of 8:00 a.m. to 5:00 p.m. Pacific Time Zone.

1.4 FUNDING

Any contract awarded as a result of this procurement is contingent upon the availability of funding. Because of the state of Washington's uncertain budget situation, it may not be possible to proceed with a contract after the review of proposals received in response to this RFQQ.

1.5 PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFQQ is scheduled to begin on or about March 11, 2014 and to end on June 30, 2014. Amendments extending the period of performance, if any, shall be at the sole discretion of the OSOS.

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

1.6 DEFINITIONS

Definitions for the purposes of this RFQQ include:

OSOS – The Office of the Secretary of State, Washington State Library Division is the OSOS of the state of Washington that is issuing this RFQQ.

Vendor – Individual or company submitting a proposal in order to attain a contract with the OSOS.

Contractor – Individual or company whose proposal has been accepted by the OSOS and is awarded a fully executed, written contract.

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

Request for Qualifications and Quotations (RFQQ) – Formal procurement document in which a service or need is identified.

1.7 ADA

The Agency complies with the Americans with Disabilities Act (ADA). Vendors may contact the RFQQ Coordinator to receive this RFQQ in Braille or on tape.

2. GENERAL INFORMATION FOR VENDORS

2.1 RFQQ COORDINATOR

The RFQQ Coordinator is the sole point of contact in the OSOS for this procurement. All communication between the Vendor and the OSOS upon receipt of this RFQQ shall be with the RFQQ Coordinator, as follows:

Name	Shirley Lewis
Division	Washington State Library
Mailing Address	PO Box 42481
Mailing: City, State, Zip Code	Olympia WA 98504-2481
Physical Address	6880 Capitol Blvd SE
Physical Address	Olympia WA 98501
Phone Number	360-704-5225
Fax Number	360-586-7575
E-Mail Address	shirley.lewis@sos.wa.gov

Deliveries at physical address Mondays – Fridays, 8:00 a.m. to 4:30 p.m.

Any other communication will be considered unofficial and non-binding on the OSOS. Vendors are to rely on written statements issued by the RFQQ Coordinator. Communication directed to parties other than the RFQQ Coordinator may result in disqualification of the Vendor.

2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Qualifications and Quotations (RFQQ)	January 14, 2014
Question and answer period	January 15 – January 31, 201
Proposals due	February 11, 2014
Evaluate proposals	February 12 – February 21, 2014
Announce “Apparent Successful Contractor” and send notification via fax or e-mail to unsuccessful proposers	February 26, 2014
Hold debriefing conferences (if requested)	February 26 - 28, 2014
Negotiate contract	February 26 - March 7, 2014
File contract with DES	March 10, 2014
Begin contract work	March 11, 2014

The OSOS reserves the right to revise the above schedule.

2.3 SUBMISSION OF PROPOSALS

Vendors are required to submit six (6) copies of their proposal. Two (2) copies must have original signatures and four (4) copies can have photocopied signatures. The proposal, whether mailed or hand delivered, must arrive at the OSOS no later than 4:30 p.m., local time, on February 11, 2014.

The proposal is to be sent to the RFQQ Coordinator at the address noted in Section 2.1. The envelope should be clearly marked to the attention of the RFQQ Coordinator.

Vendors mailing proposals should allow normal mail delivery time to ensure timely receipt of their proposals by the RFQQ Coordinator. Vendors assume the risk for the method of delivery chosen. The OSOS assumes no responsibility for delays caused by any delivery service. Proposals may not be transmitted using electronic media such as facsimile transmission.

Late proposals will not be accepted and will be automatically disqualified from further consideration. All proposals and any accompanying documentation become the property of the OSOS and will not be returned.

2.4 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

Materials submitted in response to this competitive procurement shall become the property of the OSOS.

All proposals received shall remain confidential until the contract, if any, resulting from this RFQQ is awarded to the Apparent Successful Contractor; thereafter, the proposals shall be deemed public records as defined in Revised Code Washington (RCW) 42.56.

Any information in the proposal that the Vendor desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.56 must be clearly designated. The page must be identified and the particular exception from disclosure upon which the Vendor is making the claim. Each page claimed to be exempt from disclosure must be clearly identified by the word “Confidential” printed on the lower right hand corner of the page.

The OSOS will consider a Vendor’s request for exemption from disclosure; however, the OSOS will make a decision predicated upon chapter 42.56 and chapter 143-06 of the Washington Administrative Code. Marking the entire proposal exempt from disclosure will not be honored. The

Vendor must be reasonable in designating information as confidential. If any information is marked as proprietary in the proposal, such information will not be made available until the affected proposer has been given an opportunity to seek a court injunction against the requested disclosure.

A charge will be made for copying and shipping, as outlined in RCW 42.56. No fee shall be charged for inspection of contract files, but twenty-four (24) hours notice to the RFQQ Coordinator is required. All requests for information should be directed to the RFQQ Coordinator.

2.5 REVISIONS TO THE RFQQ

In the event it becomes necessary to revise any part of this RFQQ, addenda will be published on the Washington Electronic Business Solution (WEBS) and Secretary of State website: <http://www.sos.wa.gov/office/procurements.aspx>. For this purpose, any pertinent information and answers to substantive questions by potential Contractors shall be considered an addendum to the RFQQ and also placed in WEBS and the Secretary of State website. The OSOS also reserves the right to cancel or to reissue the RFQQ in whole or in part, prior to execution of a contract.

2.6 MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

In accordance with the legislative findings and policies set forth in chapter 39.19 RCW, the state of Washington encourages participation in all of its contracts by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation or on a subcontractor basis. However, no preference will be included in the evaluation of proposals, no minimum level of MWBE participation shall be required as a condition for receiving an award and proposals will not be rejected or considered non-responsive on that basis. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply.

The established annual procurement participation goals for MBE is eight (8) percent and for WBE, four (4) percent, for this type of project. These goals are voluntary. Bidders may contact OMWBE at 360/753-9693 to obtain information on certified firms.

2.7 ACCEPTANCE PERIOD

Proposals must provide forty-five (45) days for acceptance by OSOS from the due date for receipt of proposals.

2.8 RESPONSIVENESS

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

The OSOS also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

2.9 MOST FAVORABLE TERMS

The OSOS reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the Vendor can propose. There will be no best and final offer procedure. The OSOS does reserve the right to contact a Vendor for clarification of its proposal.

The Vendor should be prepared to accept this RFQQ for incorporation into a contract resulting from this RFQQ. Contract negotiations may incorporate some or all of the Vendor's proposal. It is

understood that the proposal will become a part of the official procurement file on this matter without obligation to the OSOS.

2.10 CONTRACT AND GENERAL TERMS & CONDITIONS

The apparent successful contractor will be expected to enter into a contract. In no event is a Vendor to submit its own standard contract terms and conditions in response to this solicitation. The Vendor may submit exceptions as allowed in the Certifications and Assurances section, Exhibit A to this solicitation. The OSOS will review requested exceptions and accept or reject the same at its sole discretion.

2.11 COSTS TO PROPOSE

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

2.12 NO OBLIGATION TO CONTRACT

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

2.13 REJECTION OF PROPOSALS

The OSOS reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this RFQQ.

2.14 COMMITMENT OF FUNDS

The Assistant Secretary of State or his delegates are the only individuals who may legally commit the OSOS to the expenditures of funds for a contract resulting from this RFQQ. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

2.15 ELECTRONIC PAYMENT

The state of Washington prefers to utilize electronic payment in its transactions. The successful contractor will be provided a form to complete with the contract to authorize such payment method.

2.16 INSURANCE COVERAGE

Should a contract be awarded pursuant to this RFQQ the Contractor will be required to provide insurance coverage.

Worker's Compensation Coverage

The Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The State will not be held responsive in any way for claims filed by the Contractor or their employees for services performed under the terms of this contract.

3. PROPOSAL CONTENTS

Proposals must be submitted on eight and one-half by eleven (8 1/2 x 11) inch paper with tabs separating the major sections of the proposal. Vendors are discouraged from submitting RFQQ responses in 3-ring binders, spiral bindings, and/or other non-recyclable presentation folders. The major sections of the proposal are to be submitted in the order noted below:

Letter of Submittal, including signed Certifications and Assurances (Exhibit A to this RFQQ).
 Qualifications
 Quotations

Proposals must provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the proposal, but should assist the Vendor in preparing a thorough response.

Items in this section marked "mandatory" must be included as part of the proposal for the proposal to be considered responsive; however, these items are not scored. Items marked "scored" are those that are awarded points as part of the evaluation conducted by the evaluation team.

3.1 LETTER OF SUBMITTAL (MANDATORY)

The Letter of Submittal and the attached Certifications and Assurances form (Exhibit A to this RFQQ) must be signed and dated by a person authorized to legally bind the Vendor to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include a summary of the Contractor's qualifications to perform the work requested. Along with introductory remarks, the Letter of Submittal is to include by attachment the following information about the Vendor and any proposed subcontractors:

3.2 QUALIFICATION SECTION (SCORED)

3.2.1 Introduction/Executive Summary:

Provide a brief description of Vendor's company, history and experience in microfilm production and fulfillment for the services proposed herein. Provide a brief overview of why the proposed service package best accomplishes the objectives described in this RFQQ.

3.2.2 Business Information

1. Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom contract would be written.
2. Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.).
3. Legal status of the Vendor (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.
4. Federal Employer Tax Identification number or Social Security number and the Washington Uniform Business Identification (UBI) number issued by the state of Washington Department of Revenue.
5. Location of the facility from which the Vendor would operate.
6. Identify any State employees or former State employees employed or on the firm's governing board as of the date of the proposal. Include their position and responsibilities within the Vendor's organization. If following a review of this information, it is determined by the OSOS that a conflict of interest exists, the Vendor may be disqualified from further consideration for the award of a contract.

3.2.3 Describe your company's newspaper microfilming operation including how the standards described in Exhibit C are met.

What equipment and materials does your company use for microfilm production?

Where is/are the facility(ies) in which the microfilm production takes place?

What quality control procedures are followed?

Describe the microfilm produced by your company – does it meet the standards described in Exhibit C?

Provide samples of targets used in microfilm.

Describe the containers used to store master negatives and second generation print master negatives. Do they meet the standards in Exhibit C?

Describe the containers used for service copies. What kind of labels and labeling are available? Do the containers meet the standards in Exhibit C?

3.2.4 Describe your company's storage facility(ies) and operations.

Where is your company's storage facilities located?

Are first generation master negatives and second generation print master negatives stored in the same location?

What kind of inventory control does your company offer?

Do your storage facilities meet the standards in Exhibit C?

3.2.5 Describe your company's invoicing and accounting systems.

Provide a sample of any forms that WSL would need to fill out for microfilming jobs. Can these forms be filled out electronically and emailed to your company?

Provide a sample of your company's invoices.

How can your company accept payment? Can you accept electronic fund transfers?

3.2.6 Describe your company's customer services and support.

Contractors must provide telephone support during the hours of 8 a.m. to 5 p.m. Pacific Time Zone.

What hours is telephone support available? Is there a toll free number? What is your normal turnaround time for responding to voice mail messages?

Contractors must provide email support. What is your company's normal turnaround time for responding to email inquiries?

What is your reporting process to customers as you work on a microfilming project?

How do you handle problems? For example, page count indicated by customer is in error or problems with collation.

Does your company have a website? Provide the web address.

Does your company provide an online database of microfilm which WSL staff could use to check on inventory stored for WSL? If yes, please provide temporary password to RFQQ coordinator via email so we can test database search.

Does your company provide an online database of microfilm inventory which libraries or individuals can search to see what is available for purchase? If yes, please provide link to database or temporary password to RFQQ coordinator via email so we can test database search. What are the access points -- can the database be searched by newspaper title, city of publication, county of publication or

roll number? Can records of microfilm that WSL does not authorize for duplication be suppressed from public view?

Describe the process for libraries and individuals to order service copies of WSL microfilm. Include receiving authorization from WSL, ordering forms, invoices, forms of payment accepted, etc. Include sample of any forms used and sample invoices. What formats can be used for ordering and invoicing – paper and electronic? Can orders be placed by telephone? What hours are these services available?

3.2.7 Provide information substantiating that proposer possesses the minimum qualifications as described above as well as the following:

3.2.7.1 Provide information on those individuals who will be assigned to work with WSL staff, including a description of their experience. Who would be the primary contact person(s) for WSL?

3.2.7.2 Using the following scenario, describe your company's process used to produce 35 mm silver halide microfilm including a first generation master negatives, second generation print master negatives and one third generation silver halide copy to be delivered to WSL.

Scenario One: 18,250 pages of unbound newspapers with inserts collated, mended as needed, and camera ready. These newspapers are for one recent year (2012) of a Washington state daily paper, *The Daily Widget News* (not a real newspaper).

3.2.7.3 Use the same scenario as above with one difference – the newspapers are not collated. How does the process for Scenario Two differ?

3.2.7.4 What is the normal turnaround for microfilming as described in Scenario One? What is the normal turnaround for Scenario Two? How does your company define a "RUSH" request? How are your processes adjusted to cope with RUSH requests?

3.2.7.5 Describe your timeline for recycling newspapers after microfilming is complete.

3.2.7.6 Describe shipping options and process for newspapers coming to and from your company. Describe shipping options and process for service copies of microfilm coming to WSL. What, if any, insurance, tracking systems, and security procedures do you follow?

3.2.8 REFERENCES (SCORED)

Include a list of contracts the Vendor has had during the last five years that relate to the Vendor's ability to perform the services needed under this RFQQ. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and fax numbers/e-mail addresses. The Vendor must grant permission to the OSOS to contact these references. Do not include current OSOS staff as references. References will be contacted for the top-scoring proposal(s) only

3.2.9 RELATED INFORMATION (MANDATORY)

3.2.9.1 If the Vendor contracted with the state of Washington during the past 24 months, indicate the name of the OSOS, the contract number and project description and/or other information available to identify the contract.

3.2.9.2 If the Vendor's staff was an employee of the state of Washington during the past 24 months, or is currently a Washington state employee, identify the individual by name, the OSOS previously or currently employed by, job title or position held and separation date.

3.2.9.3 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 Proposer or (b) litigated and such litigation determined that the Proposer was in default.

3.2.9.4 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 OSOS 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.

3.2.10 OMWBE Certification (Optional)

Include proof of certification issued by the Washington State Office of Minority and Women-Owned Business if certified minority-owned firm and/or women-owned firm(s) will be participating on this project

3.3 QUOTATION SECTION

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 RFQQ. However, Vendors are encouraged to submit proposals which are consistent with State government efforts to conserve state resources.

3.3.1 Identification of Costs (SCORED)

Identify all costs to be charged for performing the services necessary to accomplish the objectives of the contract. The Vendor is to submit a detailed bid of amount, including the items below, required to provide services under the contract. Vendors are required to collect and pay Washington State sales tax, if applicable.

Fees

Provide detailed schedules of all fees, charges, and discounts that you propose for service to WSL. Use the scenarios in sections 3.3.2 and 3.33 as examples to demonstrate charges for both collated and uncollated newspapers.

This schedule should include, but may not be limited to:

All charges for microfilming newspapers including production of 35mm silver halide microfilm first generation master negatives and second generation print master negatives. All charges for a third generation service copy in 35mm positive silver halide copies. Give examples of shipping charges, per frame charges, collating, containers, labels, etc.

All charges for storage of first generation master negatives and second generation print master negatives. Provide a copy of a sample invoice for these charges. Can these charges be paid annually, quarterly, or monthly?

All charges to libraries and individuals for purchasing service copies of microfilm. Provide a sample invoice.

All special handling fees, (e.g., for rush orders, cancellations and custom reports, etc.)

Fees or discounts for using particular technologies.

3.3.2 Computation

The score for the cost proposal will be computed by dividing the lowest cost bid received by the Vendor's total cost. Then the resultant number will be multiplied by the maximum possible points for the cost section.

4. EVALUATION AND CONTRACT AWARD

4.1 EVALUATION PROCEDURE

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this solicitation and any addenda issued. The evaluation of proposals shall be accomplished by an evaluation team, to be designated by the OSOS, which will determine the ranking of the proposals.

OSOS, at its sole discretion, may elect to select the top-scoring firms as finalists for an oral presentation.

4.2 EVALUATION WEIGHTING AND SCORING

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

<u>Technical Proposal – 45%</u>	90 points
Microfilming	20 points (maximum)
Storage	15 points (maximum)
Invoices & Accounting	15 points (maximum)
Customer Service & Support	40 points (maximum)
<u>Management Proposal – 20%</u>	40 points
Staff Qualifications/Experience	10 points (maximum)
Workflow Management	30 points (maximum)
<u>Cost Proposal – 35%</u>	70 points
Sub-Total for Proposal	200 points
<u>References (top-scoring proposer(s) only)</u>	10 points
GRAND TOTAL	210 POINTS

References will be contacted for the top-scoring proposer(s) only, based on the written proposal. References will then be scored and included in the Grand Total.

4.3 NOTIFICATION TO PROPOSERS

Firms whose proposals have not been selected for further negotiation or award will be notified via FAX or by e-mail.

4.4 DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. The request for a debriefing conference must be received by the RFQQ Coordinator within three (3) business days after the Notification of Unsuccessful Vendor letter is faxed/e-mailed to the Vendor. The debriefing must be held within three (3) business days of the request.

Discussion will be limited to a critique of the requesting Vendor's proposal. Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one hour.

4.5 PROTEST PROCEDURE

This procedure is available to Vendors who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the Vendor is allowed three (3) business days to file a protest of the acquisition with the RFQQ Coordinator. Protests may be submitted by facsimile, but should be followed by the original document.

Vendors protesting this procurement shall follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Vendors under this procurement.

All protests must be in writing and signed by the protesting party or an authorized Agent. The protest must state the grounds for the protest with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included. All protests shall be addressed to the RFQQ Coordinator.

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination or conflict of interest on the part of the evaluator.
- Errors in computing the score.
- Non-compliance with procedures described in the procurement document or OSOS policy.

Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as: 1) an evaluator's professional judgment on the quality of a proposal, or 2) OSOS's assessment of its own and/or other agencies needs or requirements.

Upon receipt of a protest, a protest review will be held by the OSOS. The OSOS director or an employee delegated by the Director who was not involved in the procurement will consider the record and all available facts and issue a decision within five business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may affect the interest of another Vendor which submitted a proposal, such Vendor will be given an opportunity to submit its views and any relevant information on the protest to the RFQQ Coordinator.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold the OSOS's action; or
- Find only technical or harmless errors in the OSOS's acquisition process and determine the OSOS to be in substantial compliance and reject the protest; or
- Find merit in the protest and provide the OSOS options which may include:
 - Correct the errors and re-evaluate all proposals, and/or
 - Reissue the solicitation document and begin a new process, or
 - Make other findings and determine other courses of action as appropriate.

If the OSOS determines that the protest is without merit, the OSOS will enter into a contract with the apparently successful contractor. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

5. RFQQ EXHIBITS

- Exhibit A Certifications and Assurances
- Exhibit B Sample Contract and General Terms and Conditions
- Exhibit C Washington State Standards for the Production and Use of Microfilm

EXHIBIT A**CERTIFICATIONS AND ASSURANCES**

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

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

Signature of Proposer

Title

Date