

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

**REQUEST FOR PROPOSALS  
RFP NO. 12-04**

**PROJECT TITLE: Serials Subscription Supplier for Washington State Library**

**PROPOSAL DUE DATE: March 15, 2012**

**EXPECTED TIME PERIOD FOR CONTRACT: June 1, 2012 – May 31, 2013**

**VENDOR 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 " Agency," is initiating this Request for Proposals (RFP) to solicit proposals for a subscription agent to handle the purchase, coordination, and upkeep of periodical subscriptions for the Central Library in Olympia and 12 branches throughout Washington. The list of branch locations and current title subscriptions is Exhibit C.

WSL has three major accounts with numerous subaccounts for serials: 1) WSL located at 6880 Capitol Blvd SE in Tumwater; 2) Washington Talking Book and Braille Library (WTBBL) in downtown Seattle; and 3) Institution Library Services (ILS) – 9 branches in correctional facilities (prisons) and 2 in mental hospitals. These 11 branches are located throughout Washington.

This RFP deals primarily with print subscriptions to magazines, journals, and newspapers with a few subscriptions which include online access to a publication or back files. Most newspapers are Washington state newspapers. Most of the journals are in English and most of them are from the United States with a few from Canada and the UK. Some subscriptions are part of a membership, for example, WSL joins a local historical society and gets copies of the society's publications as part of the membership.

The following special types of subscriptions shall be included in the service where possible: newspapers, free or controlled circulation publications; society membership and professional associations' publications, including societies to which the WSL belongs and those to which it does not belong; publisher's package plans, including all titles being sent as a result of purchasing one particular title; and free online access to a title provided with a print subscription.

Due to the complexity of efficiently providing these services (handling hundreds of subscriptions with varying subscription periods, with varying numbers of issues and frequency, resolving problems including lost or damaged publications, incorrect billing, and difficulties in transitioning to avoid duplication or lapse of service), Agency is requesting a proposal from vendors detailing how they propose to provide these services to meet the needs of the State Library central building and branches.

## 1.2 OBJECTIVE

Using the services provided by the Contractor, WSL will supply the Library's customers at all branches with serial publications for research, informational, and recreational reading. **The Contractor will provide services in an effective, efficient manner which will allow WSL staff to spend minimal time dealing with serial subscriptions.** Subscription prices and service 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 subscription agent.

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 RFP.

## 1.5 PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP is scheduled to begin on or about June 1, 2012 and to end on May 31, 2013. Amendments extending the period of performance, if any, shall be at the sole discretion of the Agency.

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

## 1.6 DEFINITIONS

Definitions for the purposes of this RFP include:

**Agency** – The Office of the Secretary of State, Washington State Library Division is the agency of the State of Washington that is issuing this RFP.

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

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

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

**Request for Proposals (RFP)** – 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 RFP Coordinator to receive this Request for Proposals in Braille or on tape.

# 2. GENERAL INFORMATION FOR VENDORS

## 2.1 RFP COORDINATOR

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

Name	Glenn Parsons
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	360-704-5218
Fax Number	360-586-7575
E-Mail Address	glenn.parsons@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 Agency. Vendors are to rely on written statements issued by the RFP Coordinator. Communication directed to parties other than the RFP Coordinator may result in disqualification of the Vendor.

## 2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Proposals	February 1, 2012
Question and answer period	February 1 – February 28, 2012
Proposals due	March 15, 2012
Evaluate proposals	March 16 - April 13, 2012
Announce “Apparent Successful Contractor” and send notification via fax or e-mail to unsuccessful proposers	April 16, 2012
Hold debriefing conferences (if requested)	April 17 - 19, 2012
Negotiate contract	April 17 - May 1, 2012
File contract with DES	May 2, 2012
Begin contract work	June 1, 2012

The Agency reserves the right to revise the above schedule.

## 2.3 SUBMISSION OF PROPOSALS

Vendors are required to submit eight (8) copies of their proposal. Two (2) copies must have original signatures and six (6) copies can have photocopied signatures. The proposal, whether mailed or hand delivered, must arrive at the Agency no later than 4:30 p.m., local time, on March 15, 2012.

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

Vendors mailing proposals should allow normal mail delivery time to ensure timely receipt of their proposals by the RFP Coordinator. Vendors assume the risk for the method of delivery chosen. The Agency 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 Agency 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 Agency.

All proposals received shall remain confidential until the contract, if any, resulting from this RFP 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 Agency will consider a Vendor’s request for exemption from disclosure; however, the Agency 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 RFP Coordinator is required. All requests for information should be directed to the RFP Coordinator.

## **2.5 REVISIONS TO THE RFP**

In the event it becomes necessary to revise any part of this RFP, 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 RFP and also placed in WEBS and the Secretary of State website. The Agency also reserves the right to cancel or to reissue the RFP 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 Agency from the due date for receipt of proposals.

## **2.8 RESPONSIVENESS**

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.

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

## **2.9 MOST FAVORABLE TERMS**

The Agency 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 Agency does reserve the right to contact a Vendor for clarification of its proposal.

The Vendor should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some or all of the 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 Agency.

## **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 Agency will review requested exceptions and accept or reject the same at its sole discretion.

## **2.11 COSTS TO PROPOSE**

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

## **2.12 NO OBLIGATION TO CONTRACT**

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

## **2.13 REJECTION OF PROPOSALS**

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

## **2.14 COMMITMENT OF FUNDS**

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

## **2.15 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 RFP, 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 RFP 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:

1. Letter of Submittal, including signed Certifications and Assurances (Exhibit A to this RFP).
2. Technical Proposal.
3. Management Proposal.
4. Cost Proposal.
5. References

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 RFP) 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 by attachment the following information about the Vendor and any proposed subcontractors:

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 Agency that a conflict of interest exists, the Vendor may be disqualified from further consideration for the award of a contract.

### **3.2 TECHNICAL PROPOSAL (SCORED)**

#### **3.2.1 Introduction/Executive Summary:**

Provide a brief description of Vendor's company, history and experience in serials vending and fulfillment for the type of subscriptions services proposed herein. Provide a brief overview of why the proposed service package best accomplishes the objectives described in this RFP.

Provide information on those individuals who will be assigned to work with WSL, including a description of their experience.

#### **3.2.2 Orders and Cancellations**

The vendor shall offer the following services/capabilities for handling orders and cancellations:

- Accept orders and cancellations via a web-based system, by telephone, by e-mail, by FAX, or by mail.
- Accept new orders and cancellations at any time during the year. New orders will be merged into the next renewal invoice by library account. WSL will specify the beginning issue of a new subscription order and/or the effective date of cancellation (subject to publisher restrictions).
- Establish a common expiration date of December 31, excepting publisher restrictions, for all periodical subscriptions unless otherwise indicated by WSL.
- Accept orders for material in all formats, including but not limited to print, online, Braille, and large print. Accept rush orders.
- Maintain orders associated with WSL's numerous fund codes.

Describe search options available for customers placing orders – can we search by title, subject, publisher, language of publication? What other options, if any?

Describe your order process, including time expectations.

How often is price information updated in your database? How do you alert customers to price increases?

Do you handle orders for back issues? Do you handle “bill later” orders?

How do you confirm cancellations?

### 3.2.3 Claiming

- The vendor shall accept claims via the web, email, phone, FAX, or mail.

**Describe your claim process workflow for first and follow-up claims, including time expectations and escalation procedures. We are particularly interested in automated processes that keep customer work load and follow-up to a minimum.**

**What is your procedure for notifying customers of claim status including follow up? Are there email and print notification options?**

How do you provide claim interval information and publisher restrictions on claiming?

Please describe any other services you provide for supplying missing issues.

Are you able to claim e-resources and resolve access problems?

### 3.2.4 Invoicing and Renewals

The vendor shall provide the following invoicing and renewal capabilities:

- Vendor accepts both automatic renewals (run until cancelled) and renewals requiring authorization from WSL.
- Vendor supplies “comes with”, frequency, subscription period, and membership information.
- Vendor supplies both electronic and paper invoices, with title-level and fund-level detail as requested by WSL.
- Vendor supplies separate invoices for taxable and non-taxable purchases.
- Vendor supplies separate invoices for up to 50 sub-accounts as needed by WSL.

Describe your renewal process and timelines.

Explain how you separate taxable and non-taxable orders.

Can you provide alerts for price increases above a designated threshold? If so, please describe how this works.

Provide a sample of your regular and supplemental invoices and explain the information included.

Describe how you handle supplemental invoices.

How are service charges and other fees listed on your invoices?

Provide a sample of your credit memos and explain the information included.

Describe your policies, procedures, and timeline for issuing credits.

Are you able to issue refund checks instead of credits, on request?

### 3.2.5 Customer Service and Support

The vendor shall:

- Maintain a searchable web-accessible database made available at no cost to WSL. The database will cover all titles available for order, and include format and order options, publisher terms and restrictions, subscription/title ID, subscription status and history.
- Provide email addresses, toll-free telephone numbers, and fax numbers at no charge for all staff assigned to WSL's accounts.

**If possible, please provide temporary or “dummy account” numbers and instructions for access to your searchable web-accessible database and customer access accounts. As part of the evaluation of this proposal, WSL staff will test and score web-accessible services. We would like to use ordering, claiming, renewals, and look at account information, etc. We will score ease of use, search options, response time, etc. Temporary accounts should be assigned to the RFP Coordinator listed above. Vendors unable to supply temporary accounts for evaluation will score zero points for this activity.**

Describe your account service personnel structure for sales and support.

Describe your training procedures for available services.

What abilities does WSL have to update information in your online database? Please list examples.

What management reports can you provide for orders on WSL accounts? Are there any charges for any reports requested or generated?

What additional reports can you provide for collection assessment?

Describe options for producing reports, including formats. Indicate which reports WSL can generate on your web-based system and which need to be specially requested.

Describe what assistance you can provide WSL in updating or making global changes, including account data and vendor transfers.

Detail your implementation plan if WSL were to transfer our subscriptions to you.

Do you offer migration assistance in cases where we are shifting large numbers of orders from another vendor to you? What experience do you have migrating data from the Innovative Interfaces Inc. Library System Millennium modules?

List the integrated library systems vendors with whom you are able to exchange data, and, to the extent not addressed above, describe the nature of the data exchange. What experience do you have migrating data from the Innovative Interfaces Inc. Library System Millennium modules to other integrated library systems?

Summarize your technology plans for the next three years as they pertain to the development or improvement of your customer-facing systems and services.

Are you able to accept electronic payments (electronic fund transfers)? If so, are there additional discounts for electronic payment?

As authorized by RCW 42.24.035, WSL can prepay for subscriptions for periods not in excess of three years. Are you able to accept and manage pre-paid funds? If so, are there any discounts for pre-paid funds? Describe your accounting procedures for pre-paid accounts.

### **3.3 MANAGEMENT PROPOSAL (SCORED)**

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

- 3.3.1 Vendor must have experience working with hundreds of publishers of periodicals subscriptions, including small nonprofit entities.
- 3.3.2 Must have experience managing thousands of periodicals subscriptions, in print as well as electronic format, including newspapers.
- 3.3.3 Must have a proven streamlined process for handling subscription renewals, claims, cancellations, and payments to multiple publishers, including the associated accounting costs. Provide quick resolution for corrections to renewals and invoices.
- 3.3.4 Must state that all subscriptions are placed and paid for directly with publishers and that no middle clearing source is used. Any evidence of the use of such sources shall be cause for immediate cancellation of award.
- 3.3.5 Must maintain a searchable web-accessible database at no cost to the customer, including all available subscription offerings available, pricing, bibliographic information, publication schedules, and title changes. As part of the database search service, proposer should offer at no extra charge access by the WSL to all WSL subscriptions and their current status.
- 3.3.6 Must accept new orders for single titles or additional copies at any time after the initial bid order, with no minimum quantity penalty. These orders shall be merged automatically into the next annual renewal notice and invoice.

### **3.4 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 RFP. 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 Agency to contact these references. Do not include current Agency staff as references. References will be contacted for the top-scoring proposal(s) only.

### **3.5 Related Information (MANDATORY)**

- 3.5.1 If the Vendor contracted with the state of Washington during the past 24 months, indicate the name of the agency, the contract number and project description and/or other information available to identify the contract.
- 3.5.2 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 agency previously or currently employed by, job title or position held and separation date.
- 3.5.3 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.
- 3.5.4 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 Agency 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.

### **3.6 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.

### **3.7 COST PROPOSAL**

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

#### **3.7.1 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.

Washington state sales tax not charged on newspapers but is collected on other serial publications. The tax rate charged is computed at the local tax rate for the place where the publication is delivered.

#### Title Lists

There are three title lists in Excel files accompanying this document as Exhibit C:

List 1 - WSL - Central Library

List 2 - Institutional Library Services (ILS) – titles currently subscribed to by each ILS branch

### List 3 - Washington Talking Book and Braille Library

For each title listed, please indicate which titles you are able to supply by providing a current subscription cost including any service charges, fees, shipping, and the current rate of Washington State tax, where applicable. Indicate which titles you are unable to supply by marking the title "N/A" (Not Available). See Exhibit C. The number of subscriptions, dollar volume, and distribution of print and electronic formats may fluctuate and are not guaranteed.

#### Fees

Provide a schedule of all fees, charges, and discounts that you propose for service to WSL. This schedule should include, but may not be limited to:

Base service charges

Net fees and any fees charged above publisher's list price

Late fees, discounts for early payment, etc.

Pro rata charges for partial year subscriptions

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

Fees or discounts for using particular technologies.

#### **3.7.2 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 Agency, which will determine the ranking of the proposals.

### **4.2 EVALUATION WEIGHTING AND SCORING**

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

<b><u>Technical Proposal – 50%</u></b>		<b>100 points</b>
Orders & Cancellations	15 points (maximum)	
Claiming	20 points (maximum)	
Invoices & Renewals	15 points (maximum)	
Customer Service & Support	50 points (maximum)	
<b><u>Management Proposal – 15%</u></b>		<b>30 points</b>
Experience of the Vendor	20 points (maximum)	
Staff Qualifications/Experience	10 points (maximum)	

<b><u>Cost Proposal – 35%</u></b>	<b>70 points</b>
<b>Sub-Total for Proposal</b>	<b>200 points</b>
<b><u>References (top-scoring proposer(s) only)</u></b>	<b>10 points</b>
<b>GRAND TOTAL</b>	<b>210 POINTS</b>

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 RFP 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 RFP 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 RFP 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 Agency 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) Agency'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 Agency. The Agency 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 RFP Coordinator.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold the Agency's action; or
- Find only technical or harmless errors in the Agency's acquisition process and determine the Agency to be in substantial compliance and reject the protest; or
- Find merit in the protest and provide the Agency 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 Agency determines that the protest is without merit, the Agency 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. RFP EXHIBITS**

- Exhibit A Certifications and Assurances
- Exhibit B Sample Contract and General Terms and Conditions
- Exhibit C Lists of Titles by WSL Branch

**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 Agency 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 Agency will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of the Agency, 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.

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Signature of Proposer

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Title

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Date