

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

REQUEST FOR QUALIFICATIONS AND QUOTATIONS  
RFQQ NO. 15-03

**PROJECT TITLE:** *Working with Technology in Libraries*

**PROPOSAL DUE DATE:** February 18, 2015

**EXPECTED TIME PERIOD FOR CONTRACT:** March 13, 2015 - September 30, 2015

**CONSULTANT ELIGIBILITY:** This procurement is open to those consultants 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

The Washington State Secretary of State, Washington State Library, hereafter called "OSOS," is initiating this Request for Qualifications and Quotations (RFQQ) to solicit proposals from firms interested in participating on a project to:

Conduct 6 to 8 full day (6 hours content) workshops around Washington State plus online follow-up sessions on the topic of "Working with Technology in Libraries." The workshop will cover the following topics:

- Barriers to being digitally literate
- Solutions to increase digital literacy learning
- Tactics to teach digital literacy to the public
- Blending staff and public digital literacy learning
- Creating a plan for technology learning in the library

## 1.2 OBJECTIVE

Training participants will:

- Learn basic principles that affect people's ability to learn technology
- Identify tactics to increase staff learning of technology
- Identify tactics to improve public technology instruction
- Practice training techniques that can be applied to technology instruction
- Explore ways to manage difficult situations
- Identify methods for blending staff and public technology learning
- Create a plan with actionable goals to apply workshop concepts in their library

## 1.3 MINIMUM QUALIFICATIONS

The Consultant must be licensed to do business in the state of Washington. The Consultant must have 2 years experience in library related work and technology training.

## 1.4 FUNDING

Funding for this contract is provided from the Library Services and Technology Act (LSTA) originating from the Institute of Museum and Library Services (IMLS).

The OSOS has budgeted an amount not to exceed \$25,000 for this project.

Any contract awarded as a result of this procurement is contingent upon the availability of funding.

## 1.5 PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFQQ is tentatively scheduled to begin on or about March 13, 2015 and to end on September 30, 2015.

Amendments extending the period of performance, if any, shall be at the sole discretion of the OSOS.

## 1.6 DEFINITIONS

Definitions for the purposes of this RFQQ include:

**OSOS** – The Office of the Secretary of State is the Agency of the state of Washington that is issuing this RFQQ.

**Consultant** – 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 services needed are identified, and firms are invited to provide their qualifications to provide the services and their quote to provide the services.

## 1.7 ADA

The OSOS complies with the Americans with Disabilities Act (ADA).

## 2. GENERAL INFORMATION FOR CONSULTANTS

### 2.1 RFQQ COORDINATOR

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

Name	Jennifer Fenton
Address	PO Box 42460
City, State, Zip Code	Olympia, WA 98504-2460
Street Address	6880 Capitol Blvd
City, State, Zip Code	Olympia, WA 98504
Phone Number	360.570.5571
Fax Number	360.586.7575
E-Mail Address	jennifer.fenton@sos.wa.gov

Any other communication will be considered unofficial and non-binding on the OSOS. Consultants 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 Consultant.

### 2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Proposals	1/21/15
Question and answer period	1/21 – 2/2/15
Last date for questions regarding RFP (end of Q&A period)	2/2/15
Place complete list of Q&As on WEBS and OSOS web site	2/4/15
Last amendment to RFP	2/9/15
Last day for complaint	2/11/15
Proposals due	2/18/15
Evaluate proposals	2/25/15
Conduct oral interviews with finalists, if required	2/27/15
Announce “Apparent Successful Bidder” (ASB) and send notification via fax or e-mail to unsuccessful proposers	3/2/15
Hold debriefing conferences (if requested)	See 4.5
Protest	See 4.6
Negotiate contract	3/2 – 3/11/15
Execute contract	3/12/15

The OSOS reserves the right to revise the above schedule.

### **2.3 SUBMISSION OF PROPOSALS**

Consultants are required to submit four (4) copies of their proposal. Two copies must have original signatures and two 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 2/18/15.

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.

Consultants mailing proposals should allow normal mail delivery time to ensure timely receipt of their proposals by the RFQQ Coordinator. Consultants 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 signed by the Director of the OSOS and the apparent successful Contractor; thereafter, the proposals shall be deemed public records as defined in RCW 42.56.010, "Public Records."

Any information in the proposal that the Consultant 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 Consultant 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 Consultant's request for exemption from disclosure; however, the OSOS will make a decision predicated upon chapter 42.56 RCW and chapter 143-06 of the Washington Administrative Code. Marking the entire proposal exempt from disclosure will not be honored. The Consultant 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 42.56.120. 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 8 percent and for WBE, 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 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 Consultant is hereby 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 Consultant can propose. There will be no best and final offer procedure. The OSOS does reserve the right to contact a Consultant for clarification of its proposal.

The Consultant 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 Consultant'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 which is substantially the same as the sample contract and its general terms and conditions attached as Exhibit B. In no event is a Consultant to submit its own standard contract terms and conditions in response to this solicitation. The Consultant 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 Consultant 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 delegate, 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**

Contractor shall provide a program of self insurance or the following insurance coverage as set out in this Section 7. The intent of the required insurance is to protect the state of Washington ("State"), its elected and appointed officials, agents and employees should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of Contractor or subcontractor, or agents of either, while performing under the terms of this Contract. By requiring insurance herein, State does not represent that coverage and limits will be adequate to protect Contractor, and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to the State in this Contract.

Contractor shall, at all times during the term of the Contract at its own cost and expense buy and maintain insurance of the types and amounts listed below. OSOS shall be provided written notice before cancellation or non-renewal of any insurance referred to therein. Failure to buy and maintain the required insurance may result in the termination of the Contract at OSOS option.

#### **COMMERCIAL GENERAL LIABILITY (CGL) AND EMPLOYERS LIABILITY INSURANCE**

Contractor shall maintain general liability (CGL) insurance, and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit.

CGL insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability arising out of premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insureds (cross liability) condition.

Contractor shall buy employers liability insurance, and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

Additionally, the Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

#### **EMPLOYERS LIABILITY (STOP GAP) INSURANCE**

Contractor shall buy employers liability insurance, and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

#### **BUSINESS AUTO POLICY (BAP)**

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident using a Combined Single Limit for bodily

injury and property damage. Such insurance shall cover liability arising out of "Any Auto." Contractor waives all rights of subrogation against State for recovery of damages to the extent they are covered.

Business auto coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. If necessary the policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense" as provided in the 1990 or later editions of CA 00 01.

Contractor waives all rights against State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

Contractor shall include all subcontractors as insureds under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

### **WORKERS COMPENSATION INSURANCE**

Contractor shall comply with all state of Washington workers compensation statutes and regulations. Workers compensation coverage shall be provided for all employees of Contractor and employees of any subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. Except as prohibited by law, Contractor waives all rights of subrogation against State for recovery of damages to the extent they are covered by workers compensation, employers liability, commercial general liability or commercial umbrella liability insurance.

If Contractor or subcontractor fails to comply with all state of Washington workers' compensation statutes and regulations and State incurs fines or is required by law to provide benefits to or obtain coverage for such employees, Contractor shall indemnify State. Indemnity shall include all fines, payment of benefits to Contractor or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to State by Contractor pursuant to the indemnity agreement may be deducted from any payments owed by State to Contractor for performance of this Contract.

### **Additional Provisions**

Above insurance policy shall include the following provisions:

**Additional Insured.** The state of Washington, Office of the Secretary of State, its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrella and property insurance policies. All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State.

**Cancellation.** State of Washington, Office of the Secretary of State, shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications. Insurers subject to 48.18 RCW (Admitted and Regulated by the Insurance Commissioner): The insurer shall give the State 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation. Insurers subject to 48.15 RCW (Unauthorized Insurers): The State shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.

**Identification.** Policy must reference the State's contract number and the Office of the Secretary of State name.

**Insurance Carrier Rating.** All insurance and bonds should be issued by companies admitted to do business within the state of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by Office of the Secretary of State Risk Manager, or the Risk Manager for the state of Washington, before the Contract

is accepted or work may begin. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with chapter 48.15 RCW and 284-15 WAC.

**Excess Coverage.** By requiring insurance herein, the State does not represent that coverage and limits will be adequate to protect Contractor, and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to the State in this contract.

Contractor shall include all subcontractors as insureds under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

### 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. The three 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 RFQQ).
2. Management Proposal.
3. Cost Proposal.

*(May also wish to include Samples of Work, if appropriate)*

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 Consultant 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 Consultant 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 Consultant 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 Consultant (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 Consultant 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 Consultant's organization. If following a review of this information, it is determined by the OSOS that a conflict of interest exists, the Consultant may be disqualified from further consideration for the award of a contract.**

### 3.2 MANAGEMENT PROPOSAL

#### A. Project Management (SCORED)

1. **Project Team Structure/Internal Controls** - Provide a description of the proposed project team structure and internal controls to be used during the course of the project, including any subcontractors. Provide an organizational chart of your firm indicating lines of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level of management. Include who within the firm will have prime responsibility and final authority for the work.
2. **Staff Qualifications/Experience** – Identify staff, including subcontractors, who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel, and include the amount of time each will be assigned to the project. Provide resumes' for the named staff, which include information on the individual's particular skills related to this project, education, experience, significant accomplishments and any other pertinent information. The Consultant must commit that staff identified in its proposal will actually perform the assigned work. Any staff substitution must have the prior approval of the OSOS.

#### B. Experience of the Consultant (SCORED)

1. Indicate the experience the Consultant and any subcontractors have in the following areas:  
*2 years of library and training experience.*
2. Indicate other relevant experience that indicates the qualifications of the Consultant, and any subcontractors, for the performance of the potential contract.
3. Include a list of contracts the Consultant has had during the last five years that relate to the Consultant'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.

#### C. References (SCORED)

List names, addresses, telephone numbers, and fax numbers/e-mail addresses of three business references for whom work has been accomplished and briefly describe the type of service provided. The Consultant must grant permission to the OSOS to contact the references. Do not include current OSOS staff as references. References will be contacted for the top-scoring proposal(s) only.

#### D. Related Information (MANDATORY)

1. If the Consultant or any subcontractor 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.
2. If the Consultant's staff or subcontractor'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. If the Consultant 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 Consultant'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.

4. Submit full details of the terms for default including the other party's name, address, and phone number. Present the Consultant'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 Consultant in the past five years, so indicate.

#### **E. OMWBE Certification**

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 COST PROPOSAL**

The maximum fee for this contract must be \$25,000 or less to be considered responsive to this RFQQ.

The evaluation process is designed to award this procurement not necessarily to the Consultant of least cost, but rather to the Consultant whose proposal best meets the requirements of this RFQQ. However, Consultants are encouraged to submit proposals which are consistent with State government efforts to conserve state resources.

#### **A. Identification of Costs (SCORED)**

Identify all costs including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. The Consultant is to submit a fully detailed budget including staff costs and any expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Consultants are required to collect and pay Washington state sales tax, 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.

#### **B. Computation**

The score for the cost proposal will be computed by dividing the lowest cost bid received from all proposers by the Consultant'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:

Training design & project overview – 30%	30 points
Curriculum design: match with objectives – 40%	40 points
Experience of the Consultant – 10%	10 points
Cost Proposal – 20%	20 points
<hr/>	
<b>Sub-Total for Written Proposal</b>	<b>100 points</b>
References for top-scoring proposals	10 points
<b>GRAND TOTAL</b>	<b>110 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 ORAL PRESENTATIONS MAY BE REQUIRED**

Written submittals and oral presentations, if considered necessary, will be utilized in selecting the winning proposal. The OSOS, at its sole discretion, may elect to select the top scoring finalists from the written evaluation for an oral presentation and final determination of contract award. Should the OSOS elect to hold oral presentations, it will contact the top-scoring firm(s) to schedule a date, time and location. Commitments made by the Consultant at the oral interview, if any, will be considered binding. The score from the oral presentation will be considered independently and will determine the apparently successful proposer.

#### **4.4 NOTIFICATION TO PROPOSERS**

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

#### **4.5 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 Consultant letter is faxed/e-mailed to the Consultant. The debriefing must be held within three (3) business days of the request.

Discussion will be limited to a critique of the requesting Consultant'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.

#### **4.6 COMPLAINTS AND PROTESTS**

##### **A. COMPLAINTS PROCEDURE**

The complaint process occurs before bids are submitted to meet the response due date. Consultants will be given an opportunity to submit a complaint to OSOS based on any of the following:

- The solicitation unnecessarily restricts competition;
- The solicitation evaluation or scoring process is unfair or flawed; or

- The solicitation requirements are inadequate or insufficient to prepare a response.

Consultants can submit complaints up to five (5) business days prior to the bid response deadline. The complaints must meet the following requirements:

- Must be in writing.
- Must be sent to the RFQQ Coordinator in a timely manner.
- Clearly articulate the basis for the complaint.
- Include a proposed remedy.

The RFQQ Coordinator will respond to complaints in writing.

The response to the complaint including any changes to the solicitation shall be posted on WEBS.

The complaint may not be raised again during the protest period.

Appeals to the RFQQ Coordinator decision will not be allowed.

## **B. PROTEST PROCEDURE**

The protest process occurs after the bids are submitted, evaluated and the announcement of the apparent successful bidder (ASB) is made. This procedure is available to Consultants who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the Consultant is allowed five (5) business days to file a protest with the RFQQ Coordinator. Protests may be submitted by FAX or by e-mail with the RFQQ Coordinator, but be followed by the original document.

Consultants 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 Consultants 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 solicitation document or OSOS protest process or DES requirements.

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 Secretary of State or an employee delegated by the Secretary who was not involved in the procurement will consider the record and all available facts and issue a decision within ten (10) business days from receipt of the protest unless additional time is needed. 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 Consultant which submitted a proposal, such Consultant 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.

The protest decision is final and no appeal will be accepted. If a protesting bidder does not accept the OSOS protest response, the bidder may try to seek relief from superior court.

## **5. RFQQ EXHIBITS**

Exhibit A Certifications and Assurances

Exhibit B Sample Service Contract, including General Terms and Conditions (GT&Cs)

## RFQQ 15-03 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.

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Signature of Proposer

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Title

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Date