

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

**REQUEST FOR PROPOSALS**

**RFP NO. 16-07**

**PROJECT TITLE: IV&V and QA – Corporations and Charities System Replacement**

**PROPOSAL DUE DATE: January 11, 2016**

**EXPECTED TIME PERIOD FOR CONTRACT: February 2, 2016 - August 31, 2016**  
**OSOS reserves the right to extend the contract at its sole discretion.**

**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 Office of the Secretary of State, Corporations and Charities Division, hereinafter called "OSOS," is initiating this Request for Proposals (RFP) to solicit proposals from firms interested in participating on a project to:

1. Conduct Independent Verification and Validation (IV&V) of deliverables from the Development Vendor on contract with OSOS for programming and implementation of a Corporations and Charities replacement system and
2. Guide the OSOS in establishing and implementing best practices for Quality Assurance (QA) Testing.

The replacement system will extend the majority of services provided by the OSOS to the public via online services for desktop and mobile devices. The replacement system is intended to be a Lean implementation to satisfy the specific requirements of the OSOS Corporations and Charities Division, while providing a user-friendly experience for the public and streamlined processes for internal staff. Business rules for the system originate from RCW and WAC. Business requirements are included as Exhibits D-J.

## 1.2 OBJECTIVE

OSOS is amidst a development project for programming of a replacement system to support the Corporations and Charities Division. The objective of this RFP, 16-07, is to 1) obtain contractor support for IV&V of deliverables including three staggered releases of programming segments for the replacement system and 2) obtain consultation for establishment of best practices for ongoing, internal release management, quality assurance testing of future releases and any processes (such as creating test scripts or test cases) necessary to support quality assurance testing best practices.

IV&V activities are intended to verify and validate that software released to OSOS satisfies the business requirements articulated by OSOS, which were captured by previously contracted consultants and have been validated by the Development Contractor, PCC Technology Group, LLC (PCC or Development Contractor).

Consultation around the topic of quality assurance is intended to educate OSOS on industry best practices for testing of future internally developed software releases; guiding OSOS to develop rolls and responsibilities for OSOS staff who will participate in QA testing activities and providing hands-on training for the identified OSOS QA testing staff, using the software releases for the new Corporations and Charities system.

## 1.3 MINIMUM QUALIFICATIONS

The Consultant must be licensed to do business in the state of Washington. The Consultant must be registered to do business with the state and have a current Unified Business Identifier (UBI) number and have verifiable experience in independent verification and validation and quality assurance.

The Consultant must not have a relationship with the Development Contractor or its affiliates and must disclose any potential conflict of interest with Consultant's ability to effectively conduct IV&V and QA as it pertains to deliverables created by PCC.

**1.4 PERIOD OF PERFORMANCE**

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about February 2, 2016 and to end on August 31, 2016. OSOS reserves the right to extend the contract at its sole discretion.

**1.5 CONTRACTING WITH CURRENT OR FORMER STATE EMPLOYEES**

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

**1.6 DEFINITIONS**

Definitions for the purposes of this RFP include:

**Apparent Successful Contractor or ASC** – The consultant selected as the entity to perform the anticipated services, subject to completion of contract negotiations and execution of a written contract

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

**Consultant** – Individual or company submitting a proposal in order to attain a contract with OSOS.

**Contractor** – Individual or company whose proposal has been accepted by OSOS 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 but no specific method to achieve it has been chosen. The purpose of an RFP is to permit the consultant community to suggest various approaches to meet the need at a given price.

**1.7 ADA**

OSOS complies with the Americans with Disabilities Act (ADA). Consultants may contact the RFP Coordinator to receive this Request for Proposals in Braille or on tape.

**2. GENERAL INFORMATION FOR CONSULTANTS**

**2.1 RFP COORDINATOR**

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

Name	Stephanie Goebel
Address	801 Capitol Way South
City, State, Zip Code	Olympia, WA 98504
Phone Number	360.725.0301
E-Mail Address	Stephanie.goebel@sos.wa.gov

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

## 2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Proposals	December 14, 2015
Question and answer period	December 14 – 21, 2015
Last date for questions regarding RFP	December 21, 2015
Place complete list of Q&As on WEBS and OSOS web site	December 22, 2015
Last amendment to RFP	December 31, 2015
Last day for complaint	January 4, 2016
Proposals due	January 11, 2016
Evaluate proposals	January 12 – 14, 2016
Conduct oral interviews with finalists, if required	January 19 -20, 2016
Announce “Apparent Successful Bidder” (ASB) and send notification via fax or e-mail to unsuccessful proposers	January 22, 2016
Hold debriefing conferences (if requested)	See 4.5
Protest	See 4.6
Negotiate contract	January 22 – 27, 2016
Begin contract work	February 2, 2016

OSOS reserves the right to revise the above schedule.

## 2.4 SUBMISSION OF PROPOSALS

Consultants are required to submit an electronic copy of their proposal. The proposal must be received by OSOS no later than 5:00 p.m., Pacific Time, on January 11, 2015. Attachments to the e-mail shall be in Microsoft Word or PDF format.

The proposal is to be sent to the RFP Coordinator at the e-mail address noted in Section 2.1.

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

The Consultant’s Response must respond to all of the solicitation requirements. Do not respond by referencing material presented elsewhere. The e-mailed Response shall be considered complete and stand on its own merits. Failure to respond to any portions may result in rejection of the proposal as non-responsive.

Include Consultant’s contact information for this RFP with name, title, email, and telephone number.

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 form, Exhibit A to this solicitation. All exceptions to the contract terms and conditions must be submitted as an attachment to Exhibit A, Certifications and Assurances form. The OSOS will review requested exceptions and accept or reject the same at its sole discretion.

## 2.5 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

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

All proposals received shall remain confidential until the contract, if any, resulting from this RFP is signed by the Assistant Secretary of State and the apparent successful Contractor; thereafter, the proposals shall be deemed public records as defined in Chapter 42.56 RCW.

Any information in the proposal that the Consultant desires to claim as proprietary and exempt from disclosure under the provisions of Chapter 42.56 RCW, or other state or federal law that provides for the nondisclosure of your document must be clearly designated. The information must be clearly

identified and the particular exemption from disclosure upon which the Consultant is making the claim must be cited. Each page containing the information claimed to be exempt from disclosure must be clearly identified by the word "Proprietary Information" printed on the lower right hand corner of the page. Marking the entire proposal exempt from disclosure will not be honored.

If a public records request is made for the information that the Consultant has marked as "Proprietary Information," OSOS will notify the Consultant of the request and of the date that the records will be released to the requester unless the Consultant obtains a court order enjoining that disclosure. If the Consultant fails to obtain the court order enjoining disclosure, OSOS will release the requested information on the date specified. If a Consultant obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to Chapter 42.56 RCW, or other state or federal law that provides for nondisclosure, OSOS shall maintain the confidentiality of the Consultant's information per the court order.

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 RFP Coordinator is required. All requests for information should be directed to the RFP Coordinator.

## **2.6 REVISIONS TO THE RFP**

In the event it becomes necessary to revise any part of this RFP, amendments will be published on WEBS and the OSOS web site, as follows: <http://www.sos.wa.gov/office/procurements.aspx>. For this purpose, the published questions and answers from the preproposal conference and any other pertinent information shall be considered an amendment to the RFP and also placed on these sites.

OSOS also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract.

## **2.7 MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION**

In accordance 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.

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.

## **2.8 ACCEPTANCE PERIOD**

Proposals must provide 45 days for acceptance by OSOS from the due date for receipt of proposals.

## **2.9 RESPONSIVENESS**

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

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

## **2.10 MOST FAVORABLE TERMS**

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. OSOS does reserve the right to contact a Consultant for clarification of its proposal.

The Consultant 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 Consultant's proposal. It is understood that the proposal will become a part of the official procurement file on this matter without obligation to OSOS.

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

## **2.12 COSTS TO PROPOSE**

OSOS will not be liable for any costs incurred by the Consultant 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

## **2.13 NO OBLIGATION TO CONTRACT**

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

## **2.14 REJECTION OF PROPOSALS**

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 RFP.

## **2.15 COMMITMENT OF FUNDS**

The Director of OSOS or his delegate are the only individuals who may legally commit OSOS 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.

## **2.16 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.

## **2.17 INSURANCE COVERAGE**

Should a contract be awarded pursuant to this RFQQ, the Contractor will be required to provide insurance coverage as described in Exhibit B, Personal Service Contract with General Terms and Conditions.

### **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. The four 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.

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 RFP) 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. If the Consultant does not have a UBI number, the Consultant must state that it will become licensed in Washington within thirty (30) calendar days of being selected as the Apparently Successful Contractor.
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 OSOS that a conflict of interest exists, the Consultant may be disqualified from further consideration for the award of a contract.

#### 3.2 TECHNICAL PROPOSAL (SCORED)

**The scope of this project is to aid OSOS in acceptance of software from the Development Contractor that satisfies the requirements of OSOS and to bring OSOS to an independent status such that OSOS develops capabilities to conduct internal QA testing on future software releases.**

**If the software released by the Development Contractor does not satisfy the requirements of OSOS, the ASC will be responsible for articulating reasons for such failure(s) to be conveyed to the Development Contractor for remedy in order to achieve user acceptance of updated software.**

**OSOS requires use of Microsoft Team Foundation Server (TFS) for management of software releases and software issues or bugs. OSOS requires a decision log be maintained by the ASC as record of OSOS-authorized project decisions.**

The Technical Proposal must contain a comprehensive description of services including the following elements:

- A. Project Approach/Methodology** – Include a complete description of the Consultant’s proposed approach and methodology for the project. This section should convey Consultant’s understanding of the proposed project.
- B. Work Plan** – Include all project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of the project defined in this RFP. This section of the technical proposal must contain sufficient detail to convey to members of the evaluation team the Consultant’s knowledge of the subjects and skills necessary to successfully complete the project. **Include any required involvement of OSOS staff and the OSOS IV&V/QA vendor, including recommended service level commitments for all three parties determined necessary by the Consultant in order to accommodate the specified timeline.** The Consultant is encouraged to present any creative approaches that might be appropriate and may provide any pertinent supporting documentation.
- C. Project Schedule** – Include a project schedule indicating when the elements of the work will be completed and when deliverables, if any, will be provided.
- D. Deliverables** – Deliverables must support the requirements set forth in Section 1.2 Objectives. Consultants must also fully describe deliverables to be submitted under the proposed contract. The Cost Proposal will correlate directly to the list of deliverables proposed. For each deliverable, there will be an associated cost, which in sum, will total the cost of the Consultants Cost Proposal.
- E. Outcomes and Performance Measurement** – Describe the impacts/outcomes the consultants propose to achieve as a result of the delivery of these services including how these outcomes would be monitored, measured and reported to the state OSOS.

**(Optional)**

- F. Risks** - Ask the consultant to address potential risks associated with this contract. Examples include:

**Overall Risk**

Define risks you identify as being significant to the success of the project. Include how you would propose to effectively monitor and manage these risks, including reporting of risks to OSOS’s contract manager.

**Specific Risks**

- Provide a business continuation plan that illustrates how you will monitor and manage through times of low client demand, labor disruption, and loss of facility and/or key staff/personnel.
- Outline a proposal for minimizing staff turnover and its impact on OSOS’s contract management staff.

### 3.3 MANAGEMENT PROPOSAL

#### A. Project Management (SCORED)

**OSOS requires use of Microsoft Team Foundation Server (TFS) for management of this project. OSOS requires a decision log be maintained by the ASC as record of OSOS-authorized project decisions.**

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 OSOS.

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

1. Indicate the experience the Consultant and any subcontractors have in the following areas:
  - a. IV&V
  - b. QA.
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 RFP. 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 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 agency, 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, agency 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. 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 (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.

### **3.4 COST PROPOSAL**

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

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

Costs are to be identified per deliverable. The Consultant is to submit a fully detailed budget including staff costs and any expenses necessary per prescribed deliverable to accomplish the tasks and to produce the deliverables under the contract. Each deliverable will be billable upon acceptance by OSOS and will be billable at the amount of the cost proposal for the given deliverable item.

OSOS will retain 20% of each billable deliverable to be paid at the time of acceptance of the final project deliverable.

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 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 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:

Technical Proposal – 35%	35 points
Management Proposal – 45%	45 points
Cost Proposal – 20%	20 points
	<hr/>
<b>GRAND TOTAL FOR WRITTEN PROPOSAL</b>	<b>100 POINTS</b>

References will be contacted for the top-scoring proposer(s) only and will then be scored and added to the total score.

### 4.3 ORAL PRESENTATIONS MAY BE REQUIRED

Written submittals and oral presentations, if considered necessary, will be utilized in selecting the winning proposal. 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 OSOS elect to hold oral presentations, it will contact the top-scoring firm(s) to schedule a date and time to occur tentatively between January 15, 2016 and January 18, 2016 in Tumwater, Washington. 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 RFP 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 PROTEST PROCEDURE

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 three (3) business days to file a protest of the acquisition with the RFP Coordinator. Protests must be received by the RFP Coordinator no later than 4:30 PM, local time, in Olympia, Washington on the fifth business day following the debriefing. Protests may be submitted by facsimile, but should 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, addressed to the RFP Coordinator, and signed by the protesting party or an authorized Agent. The protest must state the RFP number, 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 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 OSOS. The Secretary of State or an employee delegated by the Secretary of State 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 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 RFP Coordinator.

The final determination of the protest shall:

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

Exhibit A	Certifications and Assurances
Exhibit B	Service Contract Format including General Terms and Conditions (GT&Cs)
Exhibit C	Development Project Schedule

- Exhibit D Service Catalog: An inventory of services the replacement system must accommodate (business requirements)
- Exhibit E Staff Console User Stories: details of how users will perform common activities in the Corporations and Charities replacement system (business requirements)
- Exhibit F Corporations Screen Requirements: The contents of the screens used to enter Corporation data into the system by both the *public and internal staff* (business requirements)
- Exhibit G Charities Staff Console Screen Requirements: The contents of the screens used to enter Charities data into the system by *internal staff* (business requirements)
- Exhibit H Trademarks Staff Console Screen Requirements: The contents of the screens used to enter Trademark data into the system by *internal staff* (business requirements)
- Exhibit I Corporations Screen Parts: Wireframe images of the contents that will comprise the screens to be developed for entering Corporations data by both the *public and internal staff* (interface design requirements)
- Exhibit J Example Charities and Trademarks Public Page Wireframes: A sampling (2 of 66) of the wireframe images of the contents of the screens used to enter Charities and Trademarks data into the system by the *public*, embedded in wireframe images of the contents that will comprise the screens to be developed for entering Charities and Trademarks data by the *public* (business requirements and interface design requirements)
  - Register a Fundraiser
  - Trademark Reservation

**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 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 OSOS will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of 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.
9. I/we grant OSOS the right to contact references and other, who may have pertinent information regarding the ability of the Consultant and the lead staff person to perform the services contemplated by this RFP.
10. If any staff member(s) who will perform work on this contract has retired from the State of Washington under the provisions of the 2008 Early Retirement Factors legislation, his/her name(s) is noted on a separately attached page.

I/We (circle one) are / are not submitting proposed Contract exceptions. (See Section 2.10, Contract and General Terms and Conditions.) If Contract exceptions are being submitted, I/we have attached them to this form.

On behalf of the Consultant submitting this proposal, my name below attests to the accuracy of the above statement. If electronic, also include: We are submitting a scanned signature of this form with our proposal.

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 Signature

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 Title

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 Date