

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

**REQUEST FOR PROPOSALS**

**RFP NO. 17-03**

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

**PROPOSAL DUE DATE: February 28, 2017**

**EXPECTED TIME PERIOD FOR CONTRACT: July 1, 2017 – June 30, 2019**

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

**CONTENTS OF THE REQUEST FOR PROPOSALS**

- 1. Introduction**
- 2. General Information for Bidders**
- 3. Proposal Contents**
- 4. Evaluation and Award**
- 5. Exhibits**
  - A. Certifications and Assurances**
  - B. Sample Service Contract with General Terms and Conditions**
  - C. Title lists by branch location.**

## TABLE OF CONTENTS

<b>1. INTRODUCTION</b> .....	1
1.1. PURPOSE AND BACKGROUND.....	1
1.2. OBJECTIVE.....	1
1.3. MINIMUM QUALIFICATIONS.....	1
1.4. FUNDING.....	2
1.5. PERIOD OF PERFORMANCE.....	2
1.6. DEFINITIONS.....	2
1.7. ADA.....	2
<b>2. GENERAL INFORMATION FOR BIDDERS</b> .....	3
2.1. RFP COORDINATOR.....	3
2.2. ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES.....	3
2.3. REVISIONS TO THE RFP.....	3
2.4. SUBMISSION OF PROPOSALS.....	4
2.5. PROPRIETARY INFORMATION/PUBLIC DISCLOSURE.....	4
2.6. MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION.....	5
2.7. OFFER IN EFFECT FOR 120 CALENDAR DAYS.....	5
2.8. RESULTING CONTRACT.....	5
<b>3. EVALUATION OF PROPOSALS</b> .....	5
3.1. Responsiveness.....	5
3.1.1. “Responsible” and “Responsive”.....	5
3.1.2. Classification of Proposals as Responsive or Nonresponsive.....	5
3.2. Evaluation of Proposals.....	6
3.3. Opportunity for Discussion/Negotiation and/or Oral Presentation.....	6
3.4. Best and Final Offers (BAFO).....	6
3.5. Request for Documents Notice.....	7
3.6. Contract Execution.....	7
<b>4. CONTRACT AND GENERAL TERMS &amp; CONDITIONS</b> .....	7
4.1. CONTRACT.....	7
4.2. COSTS TO PROPOSE.....	7
4.3. NO OBLIGATION TO CONTRACT.....	8
4.4. REJECTION OF PROPOSALS.....	8
4.5. COMMITMENT OF FUNDS.....	8
4.6. ELECTRONIC PAYMENT.....	8
4.7. INSURANCE COVERAGE.....	8
<b>5. PROPOSAL CONTENTS</b> .....	8
5.1. LETTER OF SUBMITTAL (MANDATORY).....	9
5.2. TECHNICAL PROPOSAL (SCORED).....	9
5.2.1. Introduction/Executive Summary:.....	9
5.2.2. Orders and Cancellations.....	10
5.2.3. Claiming.....	10
5.2.4. Invoicing and Renewals.....	11
5.2.5. Customer Service and Support.....	11
5.3. MANAGEMENT PROPOSAL (SCORED).....	13

5.4. References (SCORED) .....	13
5.5. Related Information (MANDATORY) .....	13
5.6. OMWBE Certification (OPTIONAL) .....	14
5.7. COST PROPOSAL (SCORED) .....	14
5.7.1. Identification of Costs .....	14
5.7.2. Title Lists .....	14
5.7.3. Fees .....	14
5.7.4. Computation .....	15
<b>6. EVALUATION AND CONTRACT AWARD .....</b>	<b>15</b>
6.1. EVALUATION PROCEDURE.....	15
6.2. EVALUATION WEIGHTING AND SCORING .....	15
6.3. ORAL PRESENTATIONS MAY BE REQUIRED .....	15
6.4. NOTIFICATION TO BIDDERS.....	16
6.5. DEBRIEFING OF UNSUCCESSFUL BIDDERS.....	16
6.6. PROTEST PROCEDURE .....	16
<b>7. RFP EXHIBITS .....</b>	<b>17</b>
Exhibit A Certifications and Assurances	
Exhibit B Service Contract Format including General Terms and Conditions (GT&Cs)	
Exhibit C Title lists by branch locations	

# 1. INTRODUCTION

## 1.1. PURPOSE AND BACKGROUND

Office of the Secretary of State, Washington State Library (WSL) Division, hereafter called " OSOS," is initiating this Request for 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), OSOS is requesting a proposal from Bidders 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

Bidder Qualifications: Bidders submitting proposals must meet the following minimum requirements at the time of proposal submittal to qualify for consideration. The Bidder must be registered to do business with the state and have a current Unified Business Identifier (UBI) number and have a minimum of 5 years' experience in operating as a subscription agent.

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

**Bidder Financial Stability:** All information provided will be held in confidence within the proposal evaluation team and not used for any purpose beyond evaluation of the company as a potential business partner for the proposed products and/or services.

- During the past two (2) years and currently, has the company been the subject of any merger or acquisition inquiries? This includes any discussions that led to successful, ongoing, or abandoned proposals. If yes, please provide brief details as permitted.
- During the past two (2) years and currently, has the company initiated any merger or acquisition inquiries to another company? This includes any discussions that led to successful, ongoing, or abandoned proposals. If yes, please provide brief details as permitted.
- During the past two (2) years and currently, has the company undergone bankruptcy proceedings? If yes, please provide brief details as permitted.

#### **1.4. FUNDING**

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 RFP is tentatively scheduled to begin on or about July 1, 2017 and to end on June 30, 2019. Amendments extending the period of performance, if any, shall be at the sole discretion of OSOS.

OSOS reserves the right to extend the contract for one (1) two-year period. Any extension will be subject to mutual agreement between OSOS and the Contractor. The total contract term may not exceed four (4) years.

#### **1.6. DEFINITIONS**

Definitions for the purposes of this RFP include:

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

**Bidder** – 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 Bidder 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). Bidders may contact the RFP Coordinator to receive this Request for Proposals in Braille or on tape.

## 2. GENERAL INFORMATION FOR BIDDERS

### 2.1. RFP COORDINATOR

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

Name	Glenn Parsons
Address	Washington State Library / PO Box 42481
City, State, Zip Code	Olympia, WA 98504-2481
Phone Number	360-704-5218
Fax Number	360-586-7575
E-Mail Address	glenn.parsons@sos.wa.gov

Deliveries at physical address (6880 Capitol Blvd SE, Tumwater WA 98501) Mondays – Fridays, 10:00 a.m. to 4:00 p.m.

Any other communication will be considered unofficial and non-binding on OSOS. Bidders 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 Bidder.

### 2.2. ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Proposals	2/1/17
Question and answer period	2/1 - 14
Last date for questions regarding RFP	2/14
Place complete list of Q&As on WEBS and OSOS web site	2/16
Last amendment to RFP	2/20
Last day for complaint	2/22
Proposals due	2/28
Evaluate proposals	3/1 – 4/14
Contract(s) negotiations and BAFO period	3/15 – 4/14
Announce “Apparent Successful Bidder” (ASB) and send notification via fax or e-mail to unsuccessful Bidders	4/17
Hold debriefing conferences (if requested)	See 4.5
Protest	See 4.6
Execute negotiated contract	5/19
Begin contract work	7/1/17

OSOS reserves the right to revise the above schedule.

### 2.3. 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.

## **2.4. SUBMISSION OF PROPOSALS**

Bidders are required to submit an electronic copy of their proposal. The proposal must be received by OSOS no later than 4:00 p.m., Pacific Time, on February 24, 2014. 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 Bidder'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 Bidder's contact information for this RFP with name, title, email, and telephone number.

The Apparent Successful Bidder 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 Bidder to submit its own standard contract terms and conditions in response to this solicitation. The Bidder 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 Deputy Secretary of State and the apparent successful Bidder; thereafter, the proposals shall be deemed public records as defined under the Public Records Act, Chapter 42.56 RCW.

Any information in the proposal that the Bidder desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.56.270 must be clearly designated. The page must be identified and the particular exception from disclosure upon which the Bidder 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.

OSOS will consider a Bidder's request for exemption from disclosure; however, 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 Bidder 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 Bidder 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 or in the OSOS's rules and statutes. 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. 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. OFFER IN EFFECT FOR 120 CALENDAR DAYS

Bidder agrees that it may not modify, withdraw or cancel its proposal for a 120-day period following the RFP due date or receipt of best and final offer, if required.

## 2.8. RESULTING CONTRACT.

This RFP and any addenda, the Bidder's RFP response, including any amendments, a best and final offer (if any), and any clarification question responses shall be incorporated by reference in any resulting contract.

# 3. EVALUATION OF PROPOSALS

## 3.1. RESPONSIVENESS

### 3.1.1. "Responsible" and "Responsive"

A "**Responsible Offeror**" is an offeror who meets the elements demonstrating ability, integrity, and performance set out in RCW 39.26.160(2) and RFP 16-08.

A "**Responsive Offeror**" is an offeror who has submitted an offer which meets all the minimum mandatory requirements and specifications for the products and solicited in RFP 16-08.

### 3.1.2. Classification of Proposals as Responsive or Nonresponsive.

OSOS shall initially classify all proposals as either "responsive" or "nonresponsive" RCW 39.26.160(1)(ii). OSOS may deem a proposal nonresponsive if: (1) any of the required information is not provided; (2) the submitted price is found to be excessive or inadequate as measured by the RFP criteria; or (3) the proposal does not meet RFP requirements and specifications. OSOS may find any proposal to be nonresponsive at any time during the procurement process. If OSOS deems a proposal nonresponsive, it will not be considered further. The RFP Coordinator will notify the offeror by mail.

### **3.2. EVALUATION OF PROPOSALS.**

The RFP Coordinator and an evaluation committee, herein jointly called “Committee,” will evaluate all responsive and responsible proposals based on stated criteria and recommend an award. The Committee may initiate discussion, negotiation, or a best and final offer. In scoring against stated criteria, the Committee may consider such factors as accepted industry standards and a comparative evaluation of other proposals in terms of differing price and quality. These scores will be used to determine the most advantageous offering to OSOS. The RFP Coordinator will award one contract from this solicitation.

### **3.3. OPPORTUNITY FOR DISCUSSION/NEGOTIATION AND/OR ORAL PRESENTATION.**

After receipt of proposals and prior to the recommendation of award, the RFP Coordinator may initiate discussions with one or more Bidders should clarification or negotiation be necessary. The RFP Coordinator, at his/her sole discretion, may elect to select the top scoring finalists from the written evaluation. This cut-off for highest scoring Bidder(s) is based on several considerations including responsiveness, qualifications, competitiveness, suitability of the products and services offered, cost and economy, ability of the Bidder to perform, and so on. Those Bidders in the top scoring field may be asked to make oral presentations to clarify their RFP response or to further define their offer. Should RFP Coordinator elect to hold oral presentations, the top-scoring firm(s) will be contacted to schedule a date, time and location for the presentation.

### **3.4. BEST AND FINAL OFFERS (BAFO).**

Offerors are encouraged to submit their most competitive offer, but there is a potential for a best and final (BAFO) process.

Once a Proposal has been submitted, Bidders will not be allowed to make material changes to those Proposals unless they receive a request for a BAFO from OSOS. The circumstances under which a BAFO may be requested are described in this Section.

OSOS reserves the right, that at any point late in the evaluation, OSOS may notify all remaining Responsive and Responsible Bidders that OSOS will require them to submit BAFOs.

The notice will be in writing and will set a specific time and date by which the BAFO must be submitted to OSOS. The BAFO notice may set additional conditions and requirements for the submission of the BAFO. The notice will advise Bidders that the BAFO shall be in writing and that upon the closing date for submission, OSOS intends to select a Responsive and Responsible Bidder with the most advantageous offering to OSOS. Prior to the closing date for the submission of BAFOs OSOS may, at OSOS’s discretion, engage in discussion with all remaining Responsive and Responsible Bidders regarding how Bidders can make their Proposals more responsive to the selection criteria in the RFP. All Bidders shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of Proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining BAFOs. In conducting discussions, there shall be no disclosure of any information derived from Proposals submitted by competing Bidders.

For purposes of the BAFO, Bidders may make such changes to their original bids as they believe appropriate to enhance their potential for selection and award under the selection criteria set forth in the RFP and BAFO notice. Changes to the original bid must be clearly identified in the re-submitted proposal using the Track Changes function in Microsoft Word.

Evaluation of BAFOs and selection of a successful Bidder will be based upon the evaluation criteria set out in the RFP. Terms proposed as part of a BAFO must be substantially in accordance with the terms requested in this RFP and may not materially alter the requirements of the RFP.

Bidders are not required to submit a BAFO and may submit a written response stating that their original response remains as originally submitted.

Bidder(s) may be requested to make an oral presentation regarding their BAFO. The committee has full discretion to accept or reject any information submitted in a BAFO.

BAFO discussions shall not disclose the content or pricing of another offeror.

If a BAFO process is initiated, all offerors will be eligible for a debriefing conference. See section 6.5.

At the conclusion of negotiations with the Responsible and Responsive Bidder having the most advantageous offering, OSOS will require that Bidder to submit a signed Contract as a BAFO pending acceptance.

### **3.5. REQUEST FOR DOCUMENTS NOTICE.**

Upon concurrence with the Committee's recommendation, the RFP Coordinator will request from the highest scoring Bidder the required documents and information, such as insurance documents, contract performance security, an electronic copy of any requested material (e.g., proposal, response to clarification questions, and/or best and final offer), and any other necessary documents. Receipt of this request does not constitute a contract and no work may begin until a contract signed by all parties is in place. The RFP Coordinator will notify all other Bidders of the State's selection.

### **3.6. CONTRACT EXECUTION.**

Upon receipt of all required materials, a contract (Exhibit B) incorporating the Standard Terms and Conditions, as well as the highest scoring Bidder's proposal, will be provided to the highest scoring Bidder for signature. The highest scoring Bidder will be expected to accept and agree to all material requirements contained in Exhibit B of this RFP. If the highest scoring Bidder does not accept all material requirements, the State may move to the next highest scoring Bidder, or cancel the RFP. Work under the contract may begin when the contract is signed by all parties.

## **4. CONTRACT AND GENERAL TERMS & CONDITIONS**

### **4.1. CONTRACT**

The apparent successful Bidder 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 Bidder to submit its own standard contract terms and conditions in response to this solicitation. The Bidder 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.

### **4.2. COSTS TO PROPOSE**

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

#### **4.3. NO OBLIGATION TO CONTRACT**

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

#### **4.4. 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.

#### **4.5. COMMITMENT OF FUNDS**

The Deputy Secretary of State is the individual who may legally commit 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.

#### **4.6. ELECTRONIC PAYMENT**

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

#### **4.7. INSURANCE COVERAGE**

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

### **5. 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.
5. References.
6. Related Information.
7. OMWBE

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 Bidder 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.

Proposals should be straightforward and concise and provide “layman” explanations of technical terms that are used. Emphasis should be focused on responding to the RFP requirements, on providing a complete and clear description of the Proposal, and conforming to the RFP instructions. If a complete response cannot be provided without referencing supporting documentation, such referencing should be

provided with the Proposal indicating where the supplemental information can be found. Proposals that merely offer “to provide services as described in this RFP” may be considered non-responsive and may not be considered for further evaluation.

Whenever the verb “describe” is used, please substitute “briefly describe,” and keep descriptions succinct, while providing adequate information to explain whatever is being described. When expressions like “e.g.,” or “such as” are used, the items which follow are to be treated as examples of the concept in question, and not necessarily as an exhaustive list. Responses should address the concept in its entirety, and should not be limited to the specific examples provided.

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

### **5.2. TECHNICAL PROPOSAL (SCORED)**

#### **5.2.1. Introduction/Executive Summary:**

Provide a brief description of Bidder’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.

### 5.2.2. Orders and Cancellations

The Bidder 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?

- 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?

### 5.2.3. Claiming

The Bidder 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?

#### 5.2.4. Invoicing and Renewals

The Bidder shall provide the following invoicing and renewal capabilities:

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

Describe your renewal process and timelines.

How long before a subscription renewal date is a payment made?

After making a payment, when is the status checked on?

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?

#### 5.2.5. Customer Service and Support

The Bidder 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. Bidders 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 Bidder 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 Bidder to you? What experience do you have migrating data from the Innovative Interfaces Inc. Library System Millennium modules?

List the integrated library systems Bidders 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?

### **5.3. MANAGEMENT PROPOSAL (SCORED)**

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

- Bidder must have experience working with hundreds of publishers of periodicals subscriptions, including small nonprofit entities.
- Must have experience managing thousands of periodicals subscriptions, in print as well as electronic format, including newspapers.
- 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.
- 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.
- 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, Bidder should offer at no extra charge access by the WSL to all WSL subscriptions and their current status.
- 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.

### **5.4. REFERENCES (SCORED)**

Include a list of contracts the Bidder has had during the last five years that relate to the Bidder'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 Bidder must grant permission to the OSOS to contact these references. Do not include current OSOS staff as references. References will be contacted for the top-scoring proposal(s) only.

### **5.5. RELATED INFORMATION (MANDATORY)**

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.

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.

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.

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.

#### **5.6. 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.

#### **5.7. COST PROPOSAL (SCORED)**

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

##### 5.7.1. Identification of Costs

Identify all costs to be charged for performing the services necessary to accomplish the objectives of the contract. The Bidder is to submit a detailed bid of amount, including the items below, required to provide services under the contract. Bidders 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.

##### 5.7.2. 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.

##### 5.7.3. 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.

#### 5.7.4. Computation

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

## 6. EVALUATION AND CONTRACT AWARD

### 6.1. 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.

### 6.2. EVALUATION WEIGHTING AND SCORING

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

Technical Proposal – 50%	100 points
Orders & Cancellations	15 points (maximum)
Claiming	20 points (maximum)
Invoices & Renewals	15 points (maximum)
Customer Service & Support	50 points (maximum)
Management Proposal – 15%	30 points
Experience of the Bidder	20 points (maximum)
Staff Qualifications/Experience	10 points (maximum)
Cost Proposal – 35%	70 points
Sub-Total	200 points
References [top-scoring Bidder(s) only]	10 points
<b>GRAND TOTAL FOR WRITTEN PROPOSAL</b>	<b>210 POINTS</b>

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

### 6.3. 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 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, time and location. Commitments made by the Bidder 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 Bidder.

#### **6.4. NOTIFICATION TO BIDDERS**

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

#### **6.5. DEBRIEFING OF UNSUCCESSFUL BIDDERS**

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

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

#### **6.6. PROTEST PROCEDURE**

This procedure is available to Bidders who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the Bidder is allowed five (5) 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.

Bidders 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 Bidders 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 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. OSOS director or an employee delegated by the Director who was not involved in the procurement will consider the record and all

available facts and issue a decision within five business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may affect the interest of another Bidder which submitted a proposal, such Bidder 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 bidder. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

## **7. RFP EXHIBITS**

Exhibit A	Certifications and Assurances
Exhibit B	Service Contract Format including General Terms and Conditions (GT&Cs)
Exhibit C	Title lists by branch locations

**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 Bidder and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Bidder 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 Bidder to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

---

Signature of Bidder

---

Title

---

Date