

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

**REQUEST FOR PROPOSALS**

**RFP NO. 20-04**

**PROJECT TITLE: Statewide, simultaneous use ebook vendor**

**PROPOSAL DUE DATE: September 11, 2019**

**EXPECTED TIME PERIOD FOR CONTRACT: October 1, 2019 through September 30, 2021**

**PROPOSER ELIGIBILITY: This procurement is open to those Proposers 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, Washington State Library Division, hereinafter called "OSOS," is seeking an ebook vendor that will provide an easy-to-use platform for purchasing ebooks that:

1. *Will be made available to anyone in the state of Washington through the SimplyE app*
2. *Will be licensed for unlimited simultaneous use*
3. *Will include in-copyright works from publishers willing to experiment with simultaneous use lending models, including Dark Horse Comics, Orca Book Publishers, as well as ebooks from the Indie Author Project*
4. *Will include capability for all libraries and library systems that have implemented SimplyE in the state of Washington to add to their SimplyE collections at no extra cost to them*

## 1.2 OBJECTIVE

The objective of this contract is twofold:

1. To provide the Washington State Library with a mechanism to purchase and make available ebooks to users and libraries statewide through the SimplyE app that will be piloted at the State Library along with participating libraries and systems in the coming months
2. To facilitate promotion and adoption of publisher ebook lending models that allow for simultaneous use across library systems and for users throughout the state of Washington

## 1.3 MINIMUM QUALIFICATIONS

Vendor Qualifications: Vendors submitting proposals must meet the following minimum requirements at the time of proposal submittal to qualify for consideration

The Vendor must be registered to do business with the state and have a current Unified Business Identifier (UBI) number.

Vendor 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

Federal LSTA money administered by OSOS will be used to pay for a portion of ebooks from the awardee. 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 scheduled to begin on or about October 1, 2019 and to end on September 30, 2021. Amendments extending the period of performance, if any, shall be at the sole discretion of OSOS.

**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.

**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 Proposer community to suggest various approaches to meet the need at a given price.

**Proposer** – A vendor (individual or company) submitting a Proposal in response to this RFP.

**1.7 Not Used**

**2. GENERAL INFORMATION FOR PROPOSERS**

**2.1 RFP COORDINATOR**

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

Name	Mike Buschman	
Address	6880 Capitol Blvd SE	
City, State, Zip Code	Tumwater, WA 98501	
Phone Number	360-704-5248	
Fax Number	360-586-7575	
E-Mail Address	mike.buschman@sos.wa.gov	

Any other communication will be considered unofficial and non-binding on OSOS. Proposers 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 Proposer.

## 2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Proposals	8/26/19
Question and answer period	8/27 – 29/19
Last date for questions regarding RFP	8/29/19
Place complete list of Q&As on WEBS and OSOS web site	8/30/19
Last amendment to RFP	9/2/19
Last day for complaint	9/4/19
Proposals due	9/11/19
Evaluate proposals	9/12 -9/16/19
Conduct oral interviews with finalists, if required	9/16/19
Announce “Apparent Successful Bidder” (ASB) and send notification via fax or e-mail to unsuccessful proposers	9/17/19
Hold debriefing conferences (if requested)	See 4.9
Protest	See 4.10
Negotiate contract	9/17 – 9/27/19
Begin contract work	10/1/19

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 Not used

## 2.5 Not used

## 2.6 SUBMISSION OF PROPOSALS

Proposers are required to submit an electronic copy of their proposal. The proposal must be received by OSOS no later than 4:00 p.m., September 11, 2019. 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 Proposer’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 Proposer’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 Proposer to submit its own standard contract terms and conditions in response to this solicitation. The Proposer 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.

## **2.7 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 Contractor; 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 Proposer 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 Proposer 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 Proposer'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 Proposer 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 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.

## **2.8 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.

## **2.9 OFFER IN EFFECT FOR 60 CALENDAR DAYS**

Proposer agrees that it may not modify, withdraw or cancel its proposal for a 60-day period following the RFP due date or receipt of best and final offer, if required.

## **2.10 RESULTING CONTRACT.**

This RFP and any addenda, the Proposer'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.

## **2.11 RESPONSIVENESS**

All proposals will be reviewed by the RFP Coordinator to determine compliance with administrative requirements and instructions specified in this RFP . The Proposer 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.

## **2.12 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 Proposer can propose. OSOS reserves the right to contact a Proposer for clarification of its proposal. OSOS reserves the right to enact a best and final offer (BAFO). If so enacted the procedure is described in Section 4.

## **2.13 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 Service Contract and its general terms and conditions attached as Exhibit B. In no event is a Proposer to submit its own standard contract terms and conditions in response to this solicitation. The Proposer 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.

## **2.14 COSTS TO PROPOSE**

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

## **2.15 NO OBLIGATION TO CONTRACT**

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

## **2.16 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.

## **2.17 COMMITMENT OF FUNDS**

The Assistant Secretary of State or Deputy Secretary of State 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.

## **2.18 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.

## **2.19 INSURANCE COVERAGE**

Should a contract be awarded pursuant to this RFP, the Contractor will be required to provide insurance coverage as described in Exhibit B, 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**

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 Proposer 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 Proposer 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 Proposer and any proposed subcontractors:

- 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.
- Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.).
- Legal status of the Proposer (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.
- 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.
- Location of the facility from which the Proposer would operate.
- 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 Proposer's organization. If following a review of this information, it is determined by OSOS that a conflict of interest exists, the Proposer may be disqualified from further consideration for the award of a contract.

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

The Washington State Library is seeking an ebook vendor that will provide an easy-to-use platform for purchasing ebooks that:

1. *Will be made available to anyone in the state of Washington through the SimplyE app*
2. *Will be licensed for unlimited simultaneous use*
3. *Will include in-copyright works from publishers willing to experiment with simultaneous use lending models, including Dark Horse Comics, Orca Book Publishers, as well as ebooks from the Indie Author Project*



4. *Will include capability for all libraries and library systems that have implemented SimplyE in the state of Washington to add to their SimplyE collections at no extra cost to them*

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

**Deliverables** – Fully describe deliverables to be submitted under the proposed contract.

Describe how the service supports the stated objective of OSOS:

The objective of this contract is twofold:

1. To provide the Washington State Library with a mechanism to purchase and make available ebooks to users and libraries statewide through the SimplyE app that will be piloted at the State Library along with participating libraries and systems in the coming months
2. To facilitate promotion and adoption of publisher ebook lending models that allow for simultaneous use across library systems and for users throughout the state of Washington

#### **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)**

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 Proposer 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 Proposer (SCORED)**

1. Indicate the experience the Proposer has with the *SimplyE app*.
2. Indicate other relevant experience that indicates the qualifications of the Proposer, and any subcontractors, for the performance of the potential contract.

3. Include a list of contracts the Proposer has had during the last five years that relate to the Proposer'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 Proposer 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 Proposer 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 Proposer'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, OSOS Washington State Library Division previously or currently employed by, job title or position held and separation date.
3. If the Proposer 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 Proposer'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 Proposer'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 Proposer 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 Proposer of least cost, but rather to the Proposer whose proposal best meets the requirements of this RFP. However, Proposers 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 Proposer 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. Proposers 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 Proposer's total cost. Then the resultant number will be multiplied by the maximum possible points for the cost section.

# 4. EVALUATION OF PROPOSALS AND CONTRACT AWARD

## 4.1 RESPONSIVENESS

### 4.1.1. "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 20-04.

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 20-04.

**4.1.2. 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 email.

## 4.2 EVALUATION WEIGHTING AND SCORING

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

Technical Proposal – 75%	75 points
Management Proposal – 15%	15 points
Cost Proposal – 10%	10 points
Executive Order 18-03 Certification	5 points
<b>Sub-Total</b>	<b>105 points</b>
References [top-scoring proposer(s) only]	10 points
<b>GRAND TOTAL FOR WRITTEN PROPOSAL</b>	<b>115 POINTS</b>

Note that the following clause cannot disqualify a vendor only provide extra points.

**Procurement Evaluation for Executive Order 18-03 (Firms without Mandatory Individual Arbitration for Employees).** Pursuant to RCW 39.26.160(3) (best value criteria) and consistent with [Executive Order 18-03 – Supporting Workers' Rights to Effectively Address Workplace Violations](#) (dated June 12, 2018), The Office of the Secretary of State will evaluate bids for best value and provide a bid preference in the amount of 5 evaluation points to any bidder who certifies, pursuant to the certification on page 14 – *Contractor Certification for Executive Order 18-03 – Workers' Rights*, that their firm does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waiver.

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

#### **4.3 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.

#### **4.4 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 Proposers 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 proposer(s) is based on several considerations including responsiveness, qualifications, competitiveness, suitability of the products and services offered, cost and economy, ability of the vendor to perform, and so on. Those proposers 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.

#### **4.5 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.

This section defines the 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 during 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 certain 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 the highest scoring Responsive and Responsible Bidder for award. 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.

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

Proposer(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 4.5.

At the conclusion of negotiations with the highest scoring Responsible and Responsive Bidder OSOS will require that Bidder to submit a signed Contract as a BAFO pending acceptance.

#### **4.6 REQUEST FOR DOCUMENTS NOTICE.**

Upon concurrence with the Committee's recommendation, the RFP Coordinator will request from the highest scoring Proposer 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 Proposers of the State's selection.

#### **4.7 CONTRACT EXECUTION.**

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

#### **4.8 NOTIFICATION TO PROPOSERS**

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

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

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

#### **4.10 PROTEST PROCEDURE**

This procedure is available to Proposers who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the Proposer 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.

Proposers 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 Proposers 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 Proposer which submitted a proposal, such Proposer 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.

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

## **5. RFP EXHIBITS**

Exhibit A Certifications and Assurances

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

**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. **Any exceptions to these assurances are described in full detail on a separate page and attached to this document.**
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 \_\_\_\_ 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 \_\_\_\_-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.
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.

\_\_\_\_\_  
Signature of Proposer

\_\_\_\_\_  
Title    Date

## Contractor Certification for Executive Order 18-03 – Workers Rights

CONTRACTOR CERTIFICATION  
EXECUTIVE ORDER 18-03 – WORKERS’ RIGHTS  
WASHINGTON STATE GOODS & SERVICES CONTRACTS

*Pursuant to the Washington State Governor’s Executive Order 18-03 (dated June 12, 2018), the Washington State Office of the Secretary of State is seeking to contract with qualified entities and business owners who certify that their employees are not, as a condition of employment, subject to mandatory individual arbitration clauses and class or collective action waivers.*

Solicitation No.: RFQQ 20-04

I hereby certify, on behalf of the firm identified below, as follows (check one):

NO MANDATORY INDIVIDUAL ARBITRATION CLAUSES AND CLASS OR COLLECTIVE ACTION WAIVERS FOR EMPLOYEES. This firm does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

OR

MANDATORY INDIVIDUAL ARBITRATION CLAUSES AND CLASS OR COLLECTIVE ACTION WAIVERS FOR EMPLOYEES. This firm requires its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

I hereby certify, under penalty of perjury under the laws of the State of Washington, that the certifications herein are true and correct and that I am authorized to make these certifications on behalf of the firm listed herein.

FIRM NAME: \_\_\_\_\_  
Name of Contractor/Bidder – Print full legal entity name of firm

By: \_\_\_\_\_  
Signature of authorized person                      Print Name of person making certifications for firm

Title: \_\_\_\_\_ Place: \_\_\_\_\_  
Title of person signing certificate                      Print city and state where signed

Date: \_\_\_\_\_

Return Contractor Certification to Procurement Coordinator at:  
mike.buschman@sos.wa.gov