

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

REQUEST FOR PROPOSALS

RFP NO. 22-01

PROJECT TITLE: COMMERCIAL REAL ESTATE BROKERAGE SERVICES

PROPOSAL DUE DATE: December 10, 2021

EXPECTED TIME PERIOD FOR CONTRACT:

January 7, 2022 through January 6, 2023

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 (OSOS) has issued this Request for Proposals (RFP) to solicit responses from service providers interested in and qualified to provide commercial real estate brokerage services.

OSOS wishes to obtain the services of a commercial real estate brokerage firm to act as its exclusive agent for leasing 9,677 square feet of currently vacant Class B office space located at 2025 9th Avenue, Seattle, Washington, in Seattle's Belltown District (the Property). The Property, located at the intersection of 9th Avenue and Lenora Street, is situated on the second floor of the building. The Washington Talking Book & Braille Library, with the address 2021 9th Avenue, occupies the street level of the building.

1.2 SCOPE OF WORK

The Contractor will provide services and staff, and otherwise do all things necessary for or incidental to the performance of the Scope of Work, as set forth herein. The services to be performed will be at the specific request of OSOS, and will generally include:

1. Brokerage Services. Commercial brokerage services include, but are not limited to, marketing the Property, negotiating the lease on behalf of OSOS, and assisting OSOS with the drafting and editing of lease documents. OSOS agrees to cooperate with Contractor in Contractor's efforts to bring about the lease of the Property, provided such efforts are in accordance with the terms of the Contract.
2. Exclusive Agent. Contractor shall have the exclusive right to act as agent of OSOS for the limited purpose of marketing and offering the Property for lease to interested parties. OSOS agrees to refer to Contractor all inquiries made by any person or entity interested in the Property.
3. Lease Terms. The Property shall generally be offered for lease at market rates (as agreed to by OSOS) for a period of five years, with the potential for options for lease renewal. The terms of the lease and any renewals thereof shall be based on the state of Washington's standard lease document in effect at the time of the lease negotiation.
4. Offers. Contractor agrees to submit all offers for OSOS's consideration unless OSOS directs otherwise. Contractor will provide OSOS with information regarding the financial capability and criteria of any prospective tenant, and OSOS reserves the right to reject any proposed tenant it deems to not have adequate financial capacity or whose criteria would, as determined by OSOS, render such tenancy incompatible with the Property or the operations of the building's occupants. All negotiations shall be through Contractor. OSOS authorizes Contractor to accept a deposit from any prospective tenant. It is understood that it is illegal for either Contractor or OSOS to refuse to present or lease real property to any person because of race, color, religion, national origin, sex, marital status, age or physical disability.
5. Standard of Care. Contractor shall achieve the Scope of Work items in a professional manner, consistent with best industry practices and all applicable statutes, administrative rules and ordinances.

1.3 MINIMUM QUALIFICATIONS

Proposer Qualifications: Proposers must meet the following minimum requirements at the time of proposal submittal to qualify for consideration. Proposals from brokers not meeting the qualifications will not be evaluated. The RFP Coordinator will be the sole determiner of broker qualifications. Minimum qualifications are:

- Proposer must have no less than five continuous years of experience as a commercial real estate broker duly licensed in the state of Washington.
- Proposer must be registered to do business with the state of Washington and have a current Unified Business Identifier (UBI) number.

1.4 PERIOD OF PERFORMANCE

The period of performance of any Contract resulting from this RFP is tentatively scheduled to begin on or about January 7, 2022 and to end on January 6, 2023. Amendments extending the period of performance, if any, shall be at the sole discretion of OSOS.

1.5 DEFINITIONS

Definitions for the purposes of this RFP include:

BAFO – Best and final offer.

Contract – The commercial real estate brokerage services contract entered into by and between OSOS and Contractor.

Contractor – The commercial real estate broker whose Proposal has been accepted by OSOS and is awarded a fully executed, written Contract.

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

Property – The office space located at 2025 9th Avenue, Seattle, Washington.

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

Proposer (aka Bidder) – Individual or company submitting a Proposal in order to attain a Contract with OSOS.

RFP – This Request for Proposals.

WEBS – Washington’s Electronic Business Solution, an online vendor registration and bid notification system.

1.6 ADA

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

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	Bill Fieber
P.O. Address	P.O. Box 40224
City, State, Zip Code	Olympia, WA 98504-0224
Street Address	6880 Capitol Blvd. SE
City, State, Zip Code	Tumwater, WA 98501
Phone Number	360-704-5223
Fax Number	360-704-7832
E-Mail Address	bill.fieber@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 (RFP)	November 8, 2021
Question and answer period	November 8-22, 2021
Mandatory pre-proposal conference	November 16, 2021
Post Q&As from preproposal conference	November 18, 2021
Last date for questions regarding RFP	November 22, 2021
Post complete list of Q&As on WEBS and OSOS web site	November 24, 2021
Last amendment to RFP	December 1, 2021
Last day for complaint	December 3, 2021
Proposals due	December 10, 2021
Evaluate proposals	December 13-17, 2021
Conduct oral interviews with finalists, if required	December 13-17, 2021
Announce apparent successful Contractor and send notification via fax or e-mail to unsuccessful Proposers	December 20, 2021
Hold debriefing conferences (if requested)	See Section 4.8
Protest	See Section 4.9
Negotiate contract	December 21 - January 6, 2022
Begin contract work	January 10, 2022

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 on the OSOS web site, as follows: <http://www.sos.wa.gov/office/procurements.aspx>. For this purpose, the published questions and answers from the pre-proposal 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 MANDATORY PRE-PROPOSAL CONFERENCE

A mandatory pre-proposal conference will be held at the Property on Tuesday, November 16, 2021 at 11:00 a.m., local time. **All prospective Proposers must attend.** Written questions may be submitted in advance to the RFP Coordinator. OSOS shall be bound only to written answers to questions. Any oral responses given at the pre-proposal conference shall be considered unofficial.

A copy of the questions and answers from the pre-proposal conference will be placed on WEBS and the OSOS web site within two (2) business days of the pre-proposal conference.

Access into the proposed lease space requires a signed Non-Disclosure Agreement (NDA). Prospective Proposers shall notify the RFP Coordinator via email at the address noted in Section 2.1 of their intent to participate in the pre-proposal conference by no later than 4:00 pm on Wednesday, November 10, 2021. Upon receipt of the same, the RFP Coordinator will provide the Prospective Proposer with an electronic copy of the NDA for signing and return to the RFP Coordinator no later than 10:00 am on Friday, November 12, 2021.

2.5 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., local time, on December 10, 2021. 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 proposal must respond to all of the solicitation requirements. Do not respond by referencing material presented elsewhere. The e-mailed proposal 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 D. 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, the Certifications and Assurances form. OSOS will review requested exceptions and accept or reject the same at its sole discretion.

2.6 PROPRIETARY INFORMATION AND 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 the Public Records Act, RCW Chapter 42.56.

Any information in the Proposal that the Proposer desires to claim as proprietary and exempt from disclosure under the provisions of RCW Section 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 RCW Chapter 42.56 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 Section 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.

2.7 MINORITY- AND WOMEN-OWNED BUSINESS PARTICIPATION

In accordance with the legislative findings and policies set forth in RCW Chapter 39.19, 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.

2.8 ACCEPTANCE PERIOD

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

2.9 RESULTING CONTRACT

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

2.10 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 this RFP may result in rejection of the Proposal as non-responsive. OSOS reserves the right, however, at its sole discretion, to waive minor administrative irregularities.

2.11 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.

2.12 CONTRACT AND GENERAL TERMS AND CONDITIONS

The apparent successful Contractor will be expected to enter into a contract which is substantially the same as the sample commercial real estate brokerage services contract and its general terms and conditions attached as Exhibit D. 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.

2.13 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.

2.14 NO OBLIGATION TO CONTRACT

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

2.15 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.

2.16 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.

2.17 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.

2.18 INSURANCE COVERAGE

Should a contract be awarded pursuant to this RFP, the successful Contractor will be required to provide insurance coverage as described in Exhibit D, Sample Commercial Real Estate Brokerage Services Contract, including General Terms and Conditions.

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 responsible or liable in any way for claims filed by Contractor or its employees for services performed under the terms of the 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. Electronically submitted proposals are to be formatted analogously. The major sections of the proposal are to be submitted in the order noted below:

1. Signed 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.

3.1 LETTER OF SUBMITTAL AND CERTIFICATIONS AND ASSURANCES

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 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, fax number and e-mail address of the legal entity or individual with whom the 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.
- Identification of any current or former state employees on the firm's governing board or in a management position 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

The Technical Proposal must contain a comprehensive description of services being proposed, including marketing of the Property, identifying and researching prospective tenants, facilitating the preparation of offers, and negotiating with potential tenants. The Proposal must contain sufficient detail to convey to members of the evaluation team of the Proposer's knowledge of the tasks, subjects and skills necessary to successfully market and lease the Property.

3.3 MANAGEMENT PROPOSAL

A. Staff Qualifications/Experience – Identify staff who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel. 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 Consultant; References

1. Indicate the experience of the Proposer in marketing, listing and leasing commercial real estate. Provide any other relevant experience that indicates the qualifications of the Proposer, and any subcontractors, for the performance of the potential contract.
2. 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. Proposer and staff proposed to perform the services must grant permission to OSOS to contact references and others for whom services have been provided. Do not include current OSOS staff as references. References will be contacted and scored for the top-ranking Proposal(s) only. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and fax numbers/e-mail addresses.

C. Related Information

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, the 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. 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.

D. OMWBE Certification (Optional)

Include proof of certification issued by the Washington State Office of Minority & Women's Business Enterprises if certified minority- and/or women-owned firm(s) will be participating on this project.

3.4 COST PROPOSAL

Propose a compensation package for the services specified herein, outlining all service fees and costs. OSOS is open to a variety of fee approaches. However, Proposers are encouraged to submit Proposals that are consistent with state government efforts to conserve public resources.

4. EVALUATION OF PROPOSALS AND CONTRACT AWARD

Responsive Proposals will be evaluated strictly in accordance with the requirements stated in the solicitation and any addenda issued. Only those Proposals meeting all mandatory submittal requirements will be evaluated for possible contract award. The evaluation of Proposals shall be accomplished by an evaluation team to be designated by OSOS, which will determine the ranking of the Proposals.

4.1 EVALUATION PROCEDURE

Proposals received by the published deadline will be administratively screened for "responsiveness", i.e., whether they meet all the material requirements of the solicitation, and for Proposer "responsibility", i.e., whether the Proposer meets the elements demonstrating ability, integrity and performance set out in RCW Section 39.26.160(2). 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 Proposer by email. The RFP Coordinator may contact a Proposer for clarification of any portion of the respective Proposal.

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.

4.2 EVALUATION WEIGHTING AND SCORING

For each Proposal determined to be responsive to the requirements of the solicitation and determined to have been submitted by a responsible Proposer, the following weighting and points will be assigned to the Proposal for evaluation purposes:

Technical Proposal – 25%	50 points
Management Proposal – 40%	80 points
Cost Proposal – 35%	70 points
Sub-Total	200 points
References	10 points
GRAND TOTAL FOR PROPOSAL	210 points

A Proposer's cost score will be calculated using its Proposal bid price in relation to the overall low proposed bid price, according to the following formula:

$$(\text{Lowest bid received/Proposer's bid}) \times \text{total cost points possible} = \text{Proposer's cost score}$$

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

4.3 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 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 Proposer 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 the RFP Coordinator elect to hold oral presentations, the top-scoring Proposer(s) will be contacted to schedule a date, time and location for the presentation.

4.4 BEST AND FINAL OFFERS (BAFO)

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

Once a Proposal has been submitted, Proposers 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, exercisable at any point during the evaluation, to notify all remaining responsive and responsible Proposers 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 Proposers 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 Proposer 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 Proposers regarding how Proposers can make their Proposals more responsive to the selection criteria in the RFP. All Proposers 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 Proposers.

For purposes of the BAFO, Proposers may make such changes to their original Proposals 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 Contractor 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.

If a BAFO process is initiated, all Proposers will be eligible for a debriefing conference. See Section 4.8.

At the conclusion of negotiations with the highest scoring responsible and responsive Proposer, OSOS will require that Proposer submit a signed Contract as a BAFO pending acceptance.

4.5 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 BAFO), 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.

4.6 PROCEDURE FOR ANNOUNCEMENT OF APPARENT SUCCESSFUL BIDDER AND AWARD

The Apparent Successful Bidder (ASB) and unsuccessful bidders shall be announced in WEBS. With the announcement, the Debriefing and Protest Periods begin. Award of Contract shall be made after the Debriefing and Protest Periods and any relevant protests have been resolved. The Notice of Award shall be made when the contract is fully signed by both parties.

4.7 CONTRACT EXECUTION

Upon completion of negotiations and receipt of all required materials, and at the conclusion of the Debriefing and Protest Periods (Section 4.6), a Contract, including the General Terms and Conditions (Exhibit D) 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 D 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 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 an unsuccessful proposal is e-mailed to the Proposer. The debriefing will 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.

4.9 PROTEST PROCEDURE

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, and is available only to those Proposers who submitted a Proposal in response to this solicitation document and who participated in a debriefing conference.

Upon completing the debriefing conference, the Proposer is allowed five (5) business days to file a protest with the RFP Coordinator. Protests may be submitted by email, but should be followed by the original document. All protests must be in writing and signed by the protesting party or an authorized agent, e.g., legal counsel. 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 an evaluator.
- Errors in computing the score.
- Non-compliance with procedures described in the solicitation 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 needs or requirements.

Upon receipt of a protest, a protest review will be held by OSOS. An 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 (5) 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, 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 procurement process and determine OSOS to be in substantial compliance, and therefore 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 Proposer does not accept the OSOS protest response the Proposer may try to seek relief from superior court.

5. RFP EXHIBITS

- A. Certifications and Assurances
- B. Small Business Self-Certification Statement
- C. Contractor Certification for Executive Order 18-03 – Workers' Rights
- D. Sample Commercial Real Estate Brokerage Services Contract, including General Terms and Conditions

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. That all answers and statements made in the Proposal are true and correct.
2. That 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. That the attached Proposal is a firm offer for the period of time specified in the solicitation, 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 that specified time period.
4. That in preparing the 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. That I/we understand OSOS will not reimburse me/us for any costs incurred in the preparation of the 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 the Proposal.
6. That unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by me/us and will not knowingly be disclosed by me/us prior to the bid deadline, directly or indirectly, to any other Contractor or to any competitor.
7. That I/we agree submission of the attached Proposal constitutes acceptance of the solicitation contents and the attached Service Contract including 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. That no attempt has been made or will be made to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.
9. That the Contractor has not, within the three-year period immediately preceding the date of the solicitation, been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW Chapter 49.46, 49.48, or 49.52.

I/we hereby certify, under penalty of perjury under the laws of the state of Washington, that the foregoing is true and correct.

*(Signature of person authorized to sign
on behalf of Contractor)*

*(Signature of person authorized to sign
on behalf of Contractor)*

(Printed name)

(Printed name)

(Title)

(Title)

(Date)

(Location)

(Date)

(Location)

EXHIBIT D

[CONTRACT INCLUDING
GENERAL TERMS AND CONDITIONS
ATTACHED]