

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

**REQUEST FOR PROPOSALS
RFP NO. RFP 25-08**

PROJECT TITLE: Serials Subscription Supplier for WA State Library

PROPOSAL DUE DATE: April 25, 2025

EXPECTED TIME PERIOD FOR CONTRACT: July 1, 2025 – June 30, 2027

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

This solicitation shall be awarded to a certified minority-, women-, or veteran owned business. Businesses responding to this solicitation not certified as minority-, women-, or veteran owned business will be rejected unless no certified minority-, women-, and veteran owned business become eligible for award.

CONTENTS OF THE REQUEST FOR PROPOSALS

- 1. Introduction**
- 2. General Information for Contractors**
- 3. Proposal Contents**
- 4. Evaluation and Contract Award**
- 5. Exhibits**
 - a. Certifications and Assurances**
 - b. Small Business Self-Certification Statement**
 - c. Contractor Certification for Executive Order 18-03 – Workers’ Rights**
 - d. Contract including General Terms and Condition**

TABLE OF CONTENTS

1. Introduction	4
1.1 Purpose and Background	4
1.2 Objective	4
1.3 Minimum Qualifications	5
1.4 Period of Performance	5
1.5 Definitions	5
1.6 Americans with Disabilities Act (ADA) Compliance	6
1.7 Funding	6
2. General Information for Contractors	6
2.1 RFP Coordinator	6
2.2 Estimated Schedule of Procurement Activities	6
2.3 Preproposal Conference	7
2.4 Submission of Proposals	7
2.5 Proprietary Information/Public Disclosure	7
2.6 Revisions to the RFP	8
2.7 Small, Minority-Owned, Women-Owned, and Veteran-Owned Business Participation	8
2.8 Acceptance Period	9
2.9 Responsiveness	9
2.10 Most Favorable Terms	9
2.11 Contract Including General Terms and Conditions	9
2.12 Costs to Propose	9
2.13 No Obligation to Contract	9
2.14 Rejection of Proposals	10
2.15 Commitment of Funds	10
2.16 Electronic Payment	10
2.17 Insurance Coverage	10
2.18 Evaluation Preference	10
2.19 PCB-Free Preference	10
3. Proposal Contents	11
3.1 Letter of Submittal	11
3.2 Technical Proposal	11
3.3 Management Proposal	14
3.4 Cost Proposal	16
4. Evaluation and Contract Award	17
4.1 Evaluation Procedure	17
4.2 Responsibility	17
4.3 Responsiveness	18
4.4 Evaluation Weighting and Scoring	18
4.5 Oral Presentations	18
4.6 Best and Final Offer	19
4.7 Request for Documents	19
4.8 Contract Execution	20
4.9 Notification to Contractors	20
4.10 Complaint, Debriefing, and Protest Procedures	20
5. RFP Exhibits	20
Exhibit A-1 Bidder's Certification	20
Exhibit A-2 Bidders Profile & References	31

Exhibit A-3 Certifications and Assurance	37
Exhibit B – Small Business Self-Certification Statement	38
Exhibit C – Contractor Certification for Executive Order 18-03, Workers’ Rights	39
Exhibit D – Contract including General Terms and Conditions (Attached separate)	
Exhibit E – Titles Lists by branch location (Attached separate)	

1. INTRODUCTION

1.1 PURPOSE AND BACKGROUND

The Washington Secretary of State (OSOS), Washington State Library, is initiating this Request for Proposals (RFP) to solicit proposals from firms interested in participating in a project 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.

This solicitation shall be awarded to a certified minority-, women-, or veteran owned business. Businesses responding to this solicitation not certified as minority-, women-, or veteran owned business will be rejected unless no certified minority-, women-, and veteran owned business become eligible for award.

WSL has two major accounts with numerous subaccounts for serials: 1) WSL located at 6880 Capitol Blvd SE in Tumwater; 2) Institution Library Services (ILS) – 10 branches in correctional facilities (prisons) and 2 in mental hospitals. These 12 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 Contractors 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

Contractor must be registered to do business with the state of Washington and have a Unified Business Identifier (UBI) number. Contractors must have 5 years' experience in operating as a subscription agent.

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

Contractor 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 PERIOD OF PERFORMANCE

The period of performance of any contract resulting from the RFP is tentatively scheduled to begin on or about July 1, 2025, and to end on June 30, 2027. 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 two (2) one-year periods. Any extension will be subject to mutual agreement between OSOS and the Contractor. The total contract term may not exceed four (4) years.

1.5 DEFINITIONS

Definitions for the purposes of this RFP include:

- **Apparent Successful Bidder (ASB)** – the Contractor identified by OSOS, after evaluation of Proposals, who is recommended for contract award.
- **Contractor** – the individual or company submitting a Proposal in order to attain a contract with OSOS.
- **OSOS** – The Office of the Secretary of State, the agency of the state of Washington that is issuing this RFP.
- **Proposal** – A formal offer submitted in response to this solicitation.
- **RFP** – This request for proposals.
- **WEBS** -Washington's Electronic Business Solution, an online vendor registration and bid notification system.

1.6 AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE

OSOS complies with the Americans with Disabilities Act. Contractors may contact the RFP Coordinator to receive this request for proposals in Braille or on tape.

1.7 FUNDING

OSOS has budgeted an amount not to exceed \$100,000.00 for this project. Any contract award as a result of this procurement is contingent upon the availability of funding.

2. GENERAL INFORMATION FOR CONTRACTORS

2.1 RFP COORDINATOR

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

Name:	Cathy Banta
Address:	PO Box 42460
City, State, Zip Code:	Olympia, WA 98504
Phone Number:	360-704-5213
Fax Number:	360-586-7575
Email Address:	Cathy.banta@sos.wa.gov

Any other communication will be considered unofficial and non-binding on OSOS. Contractors 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 Contractor.

2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue RFP	3/24/2025
Question and Answer (Q&A) Period	3/25- 4/11
Preproposal Conference	4/3
Publish Q&As from Preproposal Conference on WEBS and OSOS website	4/7
Last Date for Questions	4/11
Publish complete list of Q&As on WEBS and OSOS website	4/15
Last Amendment to RFP (no later than 7 days before proposals due)	4/16
Last Date for Complaint (no later than 5 business days before proposals due)	4/18
Proposals Due	4/25
Evaluate Proposals	4/28 – 5/22
Conduct Oral Presentation with Finalists (if applicable)	5/19
Announce Apparent Successful Bidder (ASB) and Notify Unsuccessful Contractors	5/23
Hold Debriefing Conferences (if requested)	See section 4.10
Protest	See section 4.10
Negotiate Contract	5/27 – 6/19
Sign Contract	6/20
Begin Contract Work	7/1

OSOS reserves the right to revise the above schedule.

2.3 PREPROPOSAL CONFERENCE

A preproposal conference is scheduled to be held on 4/3/2025 at 9:30a.m., local time, online via Microsoft Teams. Microsoft Teams Need help?

Join the meeting now

Meeting ID: 236 487 054 40

Passcode: Y3Jb2yk7

All prospective Contractors should attend if they have questions. Written questions may be submitted in advance to the RFP Coordinator. OSOS shall be bound to written answers only. Any oral responses given at the preproposal conference shall be considered unofficial.

Within 5 business days of the conference, a copy of the questions and answers will be placed in WEBS and on the OSOS website here: <http://www.sos.wa.gov/office/procurements.aspx>.

2.4 SUBMISSION OF PROPOSALS

Contractors are required to submit an electronic copy of their proposal. The proposal must be received by OSOS no later than 4:00p.m. Pacific Time on 4/25/2025. Attachments to the email must be in Microsoft Word or PDF format.

The proposal is to be sent to the RFP Coordinator at the email 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 Contractor's proposal must respond to all solicitation requirements. Do not respond by referencing material presented elsewhere. The emailed 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 the Contractor for this RFP's contact information, including 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 Contract including General Terms and Condition, attached as Exhibit D. In no event is a Contractor to submit its own standard contract terms and conditions in response to this solicitation. The Contractor may submit exceptions as allowed in the Certifications and Assurances Form, attached as Exhibit A. All exceptions to the contract terms and conditions must be submitted using the Certifications and Assurances Form, attached as Exhibit A. OSOS will review requested exceptions and accept or reject them 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 the RFP is signed by the authorized officer of OSOS and the Contractor; thereafter, the proposals shall be deemed public records as defined under the Public Records Act, RCW Chapter 42.56.

Any information in the proposal that the Contractor 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 Contractor 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 Contractor’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 Contractor 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 after the affected Contractor has been given an opportunity to seek a court injunction against the requested disclosure.

A charge will be made for copying and shipping, as outlined in RCW 42.56.120. No fee shall be charged for inspection of contract files, but twenty-four (24) hours’ notice to the RFP Coordinator is required. All requests for information should be directed to the RFP Coordinator.

2.6 REVISIONS TO THE RFP

In the event it becomes necessary to revise any part of the RFP, addenda will be published in WEBS and on the OSOS website here: <http://www.sos.wa.gov/office/procurements.aspx>. For this purpose, any pertinent information and answers to substantive questions by potential Contractors shall be considered an addendum to the RFP and also placed in WEBS and on the OSOS website. OSOS also reserves the right to cancel or reissue the RFP in whole or in part, prior to execution of a contract.

2.7 SMALL, MINORITY-OWNED, WOMEN-OWNED, AND VETERAN-OWNED BUSINESS PARTICIPATION

The state of Washington encourages participation in all its contracts by Washington small businesses, minority-owned, women-owned, and veteran-owned businesses. Participation may be either on a direct basis in response to this solicitation or on a subcontractor basis.

Per RCW 39.26.010(22), a “small business” is an in-state business, including a sole proprietorship, corporation, partnership, or other legal entity, that: (1) certifies, under penalty of perjury, that it is owned and operated independently from all other businesses and has either fifty (50) or fewer employees or a gross revenue of less than seven (7) million dollars annually; or (2) is certified by the Office of Minority and Women’s Business Enterprises (OMWBE). Contractors that qualify as a small business within the meaning of RCW 39.26.010(22) are encouraged to complete and submit with their proposal the Small Business Self-Certification Statement attached as Exhibit B.

Contractors that are minority-owned or women-owned as described in RCW Chapter 39.19 and have not been certified with OMWBE are encouraged to do so. Contractors may contact OMWBE at (360) 664-9750 or technicalassistance@omwbe.wa.gov to obtain information regarding certification and certified firms.

Contractors that are veteran-owned and have not been certified with the Washington Department of Veterans Affairs (WDVA) are encouraged to do so. Contractors may contact WDVA at (360) 725-2169 or vob@dva.wa.gov to obtain information regarding certification and certified firms.

No preference will be included in the evaluation or bids for small, minority-owned, women-owned, or veteran-owned businesses, no minimum level of small, minority-owned, women-owned, or veteran-

owned business participation will be required as a condition for receiving an award, and bids will not be evaluated, rejected, or considered non-responsive on that basis. However, any affirmative action requirements set forth in federal statutes or regulations included or referenced in the contract documents will apply.

2.8 ACCEPTANCE PERIOD

Proposals must provide 90 days for acceptance by OSOS from the later of the due date for receipt of proposals or receipt of best and final offers (if utilized). The contractor agrees that during the acceptance period it may not modify, withdraw, or cancel its proposal.

2.9 RESPONSIVENESS

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

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

2.10 MOST FAVORABLE ITEMS

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 Contractor can propose. OSOS reserves the right to contact a Contractor for clarification of its proposal. OSOS also reserves the right to enact a BAFO process. If so enacted, the procedure is described in section 4.

The Contractor shall be prepared to accept this RFP, all addenda to this RFP, all clarifying responses and a BAFO, as applicable, for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some or all the Contractor's proposal. It is understood that the proposal will become a part of the official procurement file on this matter without obligation to OSOS.

2.11 CONTRACT INCLUDING GENERAL TERMS AND CONDITIONS

The Apparent Successful Bidder will be expected to enter into a contract which is substantially the same as the Contract including General Terms and Condition, attached as Exhibit D. In no event is a Contractor to submit its own standard contract terms and conditions in response to this solicitation. The Contractor may submit exceptions as allowed in the Certifications and Assurances Form, attached as Exhibit A-3. OSOS will review requested exceptions and accept or reject them at its sole discretion.

2.12 COSTS TO PROPOSE

OSOS will not be liable for any costs incurred by the Contractor in preparation of a proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

2.13 NO OBLIGATION TO CONTRACT

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

2.14 REJECTION OF PROPOSALS

OSOS reserves the right, at its sole discretion, to reject any and all proposals received without penalty and not to issue a contract as a result of this RFP.

2.15 COMMITMENT OF FUNDS

The Assistant Secretary of State, the Deputy Secretary of State, or his/her delegate, are the only individuals who may legally commit OSOS to the expenditure of funds for a contract resulting from this RFP. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

2.16 ELECTRONIC PAYMENT

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

2.17 INSURANCE COVERAGE

Should a contract be awarded pursuant to this RFP, the Contractor will be required to provide insurance coverage as described in Contract including General Terms and Conditions, attached as Exhibit D.

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 of Washington will not be held responsible in any way for claims filed by the Contractor or its employees for services performed under the terms of the contract.

2.18 EVALUATION PREFERENCE

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), OSOS will evaluate bids for best value and provide a bid preference in the amount of 5% of the available proposal points to any Contractor who certifies, pursuant to the certification Contractor Certification for Executive Order 18-03, Workers' Rights, attached as Exhibit B, 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.

2.19 PCB-FREE PREFERENCE

In accordance with RCW 39.26.280, a preference of 5% will be given to the Contractor who can provide evidence that products (including product packaging) to be supplied do not contain polychlorinated biphenyls (PCBs). The method for testing products or packaging for PCBs must be per U.S. Environmental Protection Agency (EPA) Analytical Method 1668c, or equivalent. If no Contractor can Provide evidence that products to be supplied are PCB-free, OSOS may award partial preference points to the Contractor who can provide evidence that products to be supplied contain the lowest PCB levels. Products to be supplied under the resulting contract must consistently meet the PCB levels documented during the solicitation and the Contractor may be required annually to provide testing results per EPA Analytical Method 1668c or equivalent (at no cost to the state of Washington) from an accredited laboratory or testing facility verifying the PCB levels.

3. PROPOSAL CONTENTS

Electronic proposals must be submitted and formatted analogously. The 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 Contractor 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 Certifications and Assurances Form, attached as Exhibit A, must be signed and dated by a person authorized to legally bind the Contractor 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 Contractor and any proposed subcontractors:

1. Name, address, principal place of business, telephone number, and email 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 Contractor (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 Business Identification (UBI) number issued by the Washington Department of Revenue.
5. Location of the facility from which the Contractor would operate.
6. Identify any state employees or former state employees employed or on the entity’s governing board as of the date of the proposal. Include their position and responsibilities within the Contractor’s organization. If following a review of this information, it is determined by OSOS that a conflict of interest exists, the Contractor may be disqualified from further consideration for the award of a contract.

3.2 TECHNICAL PROPOSAL (SCORED)

The technical proposal must contain a comprehensive description of services including the following elements:

Introduction/Executive Summary:

Provide a brief description of Contractor'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.

Orders and Cancellations:

The vendor 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 issues 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?

Claiming:

The Contractor 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 the customer workload and keep 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?

Invoicing and Renewals:

The contractor shall provide the following invoicing and renewal capabilities:

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

Customer Service and Support:

The vendor 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. Vendors 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 with updating or making global changes, including account data and vendor 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 Contractor to you? What experience do you have migrating data from the Innovative Interfaces Inc. Library System Sierra modules?

List the integrated library systems with whom you can 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 Sierra 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?

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 contracts to be used during the project, including any subcontractors. Provide an organization 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. Identify staff, including subcontractors, who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel, and including the amount of time each will be assigned to the project. Provide resumes for the named staff which include information on the individuals' particular skills related to this project, education, experience, significant accomplishments, and any other pertinent information. The Contractor must commit that staff identified in its proposal will actually perform the assigned work. Any staff substitutions must have prior approval of OSOS.
3. Bidder must have experience working with hundreds of publishers of periodicals subscriptions, including small nonprofit entities.

4. Must have experience managing thousands of periodicals subscriptions, in print as well as electronic format, including newspapers.
5. 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.
6. 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 the award.
7. 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, the proposer should offer at no extra charge access by the WSL to all WSL subscriptions and their current status.
8. 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.

B. Experience of the Contractor (SCORED)

1. Indicate the experience the Contractor and any subcontractors have in the following areas:
 - i. LIST RELEVANT AREAS OF EXPERTISE
2. Indicate other relevant experience that indicates the qualifications of the Contractor, and any subcontractors, for the performance of the potential contract.
3. Include a list of contracts the Contractor has had during the last five years that relate to the Contractor's ability to perform the services needed under this RFP. List contract reference numbers, contract period of performance, contact persons, telephone numbers, fax numbers, and email addresses.

C. References (SCORED)

List names, addresses, telephone number, fax numbers, and email addresses of three business references for whom work has been accomplished and briefly describe the type of service provided. The Contractor 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 Contractor 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 Contractor'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 agency previously or currently employed by, job title or position held, and separation date.

3. If Contractor has had a contract terminated for default in the last 5 years, describe such incident. Termination for default is defined as notice to stop performance due to the Contractor's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Contractor, or (b) litigated and such litigation determined that the Contractor was in default.
4. Submit full details of the terms for default including the other party's name, address, and phone number. Present the Contractor'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 Contractor in the past five years, so indicate.
5. If during the past two (2) years and/or currently Contractor has been the subject of any merger or acquisition inquiries, or Contractor has initiated any merger or acquisition inquiries to another company, including any discussions that led to successful, ongoing, or abandoned proposals, please provide details.
6. If during the past two (2) years and/or currently Contractor has undergone bankruptcy or similar proceedings, please provide details.

3.4 COST PROPOSAL

The maximum fee for this contract must be \$100,000.00 or less to be considered responsive to this RFP.

The evaluation process is designed to award this procurement not necessarily to the Contractor of the least cost, but rather to the Contractor whose proposal best meets the requirements of this RFP. However, Contractors 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 Contractor is to submit a fully detailed budget including staff costs and any expenses necessary to accomplish the tasks and to produce the deliverables under contract. Contractors 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. Title Lists:

There are two title lists combined in one Excel file included herein as Exhibit C:

List 1 - WSL - Central Library

List 2 - Institutional Library Services (ILS) – titles currently subscribed to by each ILS branch

For each title listed, please indicate which titles you can 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.

C. 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, (for rush orders, cancellations and custom reports, etc.)
- Fees or discounts for using particular technologies.

D. Computation

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

4. EVALUATION AND CONTRACT AWARD

4.1 EVALUATION PROCEDURE

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 proposals. Both the Contractors' responsibility and the responsiveness of their proposals to this solicitation will be evaluated. In scoring against stated criteria, the evaluation team may consider such factors as accepted industry standards and comparative evaluation of other proposals in terms of differing price and quality. These scores will be used to determine the most advantageous proposal to OSOS.

After receipt of proposals and prior to the recommendation of an award, OSOS, at its sole discretion, may initiate discussions with one or more Contractors for clarification, and/or select the top-scoring Contractors as finalists for an oral presentation, and/or initiate a best and final offer (BAFO) process.

4.2 RESPONSIBILITY

In determining whether a Contractor is responsible, OSOS will consider (1) the Contractor's ability, capacity, and skill to perform the contract; (2) the Contractor's character, integrity, reputation, judgment, experience, and efficiency; (3) whether the Contractor can perform the contract within the time specified; (4) the quality of Contractor's performance of previous contracts; (5) the previous and existing compliance by the Contractor with laws relating to the contract; (6) whether, within the three-year period immediately preceding the date of this RFP, the Contractor has 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; and (7) such other information as may be secured having a bearing on the decision to award the contract.

4.3 RESPONSIVENESS

OSOS will initially classify all proposals as either “responsive” or “nonresponsive”. 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 the 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 Contractor by email.

4.4 EVALUATION WEIGHTING AND SCORING

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

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

Technical Proposal – 50% (100 points total)

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 total)

Experience of the Contractor	20 points (maximum)
Staff Qualifications/Experience	10 points (maximum)

Cost Proposal – 35% (70 points total)

Sub-Total - 200 points

References [top-scoring proposer(s) only] 10 points (maximum)

GRAND TOTAL FOR WRITTEN PROPOSAL 210 POINTS

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

References will be contacted for the top scoring Contractor(s) only, based on the written proposal. References will then be scored and included in the grand total.

4.5 ORAL PRESENTATIONS

Oral presentations, if considered necessary or desirable, may be utilized in selecting the Apparent Successful Bidder. OSOS, at its sole discretion, may choose to select top-scoring Contractors from the evaluation of proposals for an oral presentation and final determination of contract award. The cut-off for the top-scoring Contractors will be based on several considerations, such as responsiveness, qualifications, competitiveness, suitability of the products and/or services offered, cost and economy, and the ability of the Contractor to perform. Should OSOS elect to hold oral presentations, it will contact the top-scoring Contractors to schedule a date, time, and location. Commitments made by the Contractor in the oral presentation, if any, will be considered binding. The score from the oral presentation will be considered independently and will determine the Apparent Successful Bidder.

4.6 BEST AND FINAL OFFER (BAFO)

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

OSOS reserves the right, at any point during the evaluation of proposals, to notify all remaining responsive and responsible Contractors that OSOS will require them to submit BAFOs. Contractors will not be allowed to make material changes to their proposals unless they receive a request for a BAFO from OSOS.

The notice will be in writing and will set a specific time and date by which the Contractor must submit the BAFO to OSOS. The BAFO notice may set additional conditions and requirements for its submission. The notice will advise Contractors that the BAFO shall be in writing and that following the closing date for submission, OSOS intends to select the highest scoring responsive and responsible Contractor for award. Prior to the closing date for the submission of the BAFOs, OSOS may, at its sole discretion, engage in discussion with any or all remaining Contractors regarding how they can make their proposals more responsive to the selection criteria in the RFP. All Contractors 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 pricing information or other content derived from proposals submitted by competing Contractors.

For purposes of the BAFO, Contractors 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 the BAFO notice. Changes to the original proposal must be clearly identified in the re-submitted proposal using the Track Changes function in Microsoft Word.

Evaluation of the BAFOs and selection of the Apparent Successful Bidder will be based upon the evaluation criteria set out in the RFP. Terms proposed as part of a BAFO must be in accordance with terms requested in this RFP and may not materially alter the requirements of the RFP. Contractors may be requested to make an oral presentation regarding their BAFO. The evaluation team may accept or reject any information submitted in as BAFO.

Contractors are not required to submit a BAFO and may submit a written response stating that their original proposal remains as originally submitted. If a BAFO process is initiated, all Contractors that submitted a proposal will be eligible for a debriefing conference.

At the conclusion of negotiations with the Apparent Successful Bidder, OSOS will require that the Contractor submit a signed contract as a BAFO pending acceptance.

4.7 REQUEST FOR DOCUMENTS

Upon concurrence with the recommendation of the evaluation team, the RFP Coordinator will request from the Apparent Successful Bidder the required documents and information, such as insurance policy documents, contract performance security, an electronic copy of any requested material (e.g., the proposal, responses to clarification questions, and any other necessary documents). Receipt of this request does not constitute a contract between the Contractor and OSOS.

4.8 CONTRACT EXECUTION

Upon receipt of all required materials, a service contract including general terms and conditions in the form of the attached Exhibit D will be presented to the Apparent Successful Bidder for signature. The ASB will be expected to accept and agree with all material requirements contained in the contract. If the ASB does not accept all material requirements, OSOS may move to the next highest scoring Contractor, or cancel the RFP. Work under the contract may begin when the contract is signed by all parties and OSOS has given the Contractor a notice to proceed.

4.9 NOTIFICATION TO CONTRACTORS

Contractors whose proposals are not selected for further consideration or award will be notified via facsimile or email.

4.10 COMPLAINT, DEBRIEFING, AND PROTEST PROCEDURES

A. COMPLAINTS

A Contractor may file a complaint concerning this RFP after any applicable question and answer period has ended, up until five (5) business days before the bid response deadline. The complaint may be based on any of the following:

- The solicitation unnecessarily restricts competition.
- The solicitation evaluation or scoring process is unfair or flawed.
- The solicitation requirements are inadequate or insufficient to prepare a response.

Complaints must be in writing and sent to the RFP Coordinator. They should clearly articulate the basis for the complaint and should include a proposed remedy.

The RFP Coordinator will respond to all complaints in writing, and will post the response, including any changes to this RFP, on WEBS and the OSOS website. The RFP Coordinator's response to a Contractor's complaint is final and no appeal is available. The complaint may not be raised again during the protest period.

B. DEBRIEFING

Upon request, a debriefing conference will be scheduled with an unsuccessful Contractor after the announcement of the Apparent Successful Bidder. The request must be received by the RFP Coordinator within three (3) business days after the Contractor is notified that their bid was unsuccessful. The debriefing must be held within three (3) business days of the request.

Discussion will be limited to a critique of the unsuccessful Contractor'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.

OSOS can require participation in a debriefing conference as a prerequisite for submitting a protest. If the agency does not receive a timely request for a debriefing conference, the agency may cancel the protest period.

C. PROTESTS

This procedure is available to Contractors who submitted a proposal in response to this RFP and who participated in a debriefing conference. Upon completing the debriefing conference, the unsuccessful Contractor is allowed five (5) business days to file a protest of the award with the RFP Coordinator.

Unsuccessful Contractors protesting an award shall follow the procedures described below. Protests that do not follow these procedures will not be considered. This protest procedure constitutes the sole administrative remedy available to unsuccessful Contractors 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 an evaluator.
- Errors in the scoring of proposals, if applicable.
- Non-compliance with procedures described in this RFP or OSOS policy.
- Non-compliance with procedures described in the procurement document, agency protest process, or DES policy requirements.

Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as an evaluator's professional judgment on the quality of a proposal or OSOS's assessment of its own and/or other agencies needs or requirements.

Upon receipt of a protest, a protest review will be held by OSOS. The Secretary of State or a neutral employee designated by the Secretary (Protest Officer) who was not involved in the procurement will consider the record and all available facts and issue a decision within ten (10) 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 Contractor that submitted a proposal, such Contractor 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 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.
 - Reissue the solicitation document and begin a new process.
 - Make other findings and determine other courses of action as appropriate.

If OSOS determines that the protest is without merit, OSOS may enter into a contract with the Apparent Successful Bidder. If the protest is determined to have merit, one or more of the alternatives noted in the preceding paragraph will be taken.

The protest decision is final, and no administrative appeal is available or required. If a Contractor does not accept the OSOS protest response, it may seek relief from superior court.

At the time the protest response is issued, the Secretary of State and the Department of Enterprise Services Director must be provided a copy of the original protest and the OSOS's protest response.

The protest process occurs after the bids are submitted and evaluated, and after the announcement of the Apparent Successful Bidder, but prior to contract award. This allows Contractors to focus on the evaluation and award process to ensure its integrity and fairness. Protests can raise issues related to the evaluation and award process as set out in the solicitation or how the process was executed. This allows an agency to correct evaluation process errors and problems before a contract is awarded and executed.

OSOS has discretion to cancel the procurement, if desired. OSOS has discretion to award any unprotested categories, if appropriate.

5. RFP EXHIBITS

Exhibit A-1 Bidder's Certification

Exhibit A-2 Bidders Profile & References

Exhibit A-3 Certifications and Assurances

Exhibit B – Small Business Self-Certification Statement

Exhibit C – Contractor Certification for Executive Order 18-03, Workers' Rights

Exhibit D – Sample Contract including General Terms and Conditions

Exhibit E – Titles lists by branch location

EXHIBIT A-1 – BIDDER’S CERTIFICATION

Competitive Solicitation:	ITPS Work Request No. 24-05 issued March 24, 2025		
Bidder:	_____ Type/print full legal name of Bidder		
Bidder’s Address:	_____ Type/print Bidder’s Address		
Bidder Organization Type: Check appropriate box	Corporation:	<input type="checkbox"/> Domestic	<input type="checkbox"/> Foreign
	Limited Liability Company (LLC):	<input type="checkbox"/> Domestic	<input type="checkbox"/> Foreign
	Partnership:	<input type="checkbox"/> Domestic	<input type="checkbox"/> Foreign
	Sole Proprietorship:	<input type="checkbox"/>	
State of Formation:	_____ Type/print the state where the corporation, LLC, or partnership is formed – e.g., ‘Washington’ if domestic and the name of the state if ‘Foreign’ (i.e., not Washington)		
Doing Business Under Another Name: Check appropriate box	<p>State whether Bidder has been doing business under another name during the past five years:</p> <p><input type="checkbox"/> Bidder has NOT done business under another name <input type="checkbox"/> Bidder HAS done business under another name</p> <p>If Bidder HAS done business under another name, provide the name(s) and addresses:</p> <p>Name: _____</p> <p>Address: _____</p>		

Bidder, through the duly authorized undersigned, makes this certification as a required element of submitting a responsive proposal. Bidder certifies, to the best of its knowledge and belief that the following are true, complete, correct, and made in good faith:

1. **UNDERSTANDING.** Bidder certifies that Bidder has read, thoroughly examined, and fully understands all of the provisions in the solicitation (including all exhibits) and the terms and conditions of the work order and any amendments or clarifications to the solicitation, and agrees to abide by the same.
2. **ACCURACY.** Bidder certifies that Bidder has carefully prepared and reviewed its proposal and fully attests to the accuracy of the same. Bidder further understands and acknowledges that OSOS shall not be responsible for any errors or omissions on the part of Bidder in preparing its proposal.

Bidder further certifies that the facts declared herein are true and accurate. Bidder further understands and acknowledges that the continuing compliance with these statements and all requirements of the solicitation are conditions precedent to the award or continuation of the resulting work order.

3. NO COLLUSION, ANTI-COMPETITIVE PRACTICES, OR SHARING PROPOSAL INFORMATION. Bidder certifies that Bidder has not: (1) either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competition; (2) improperly shared information with other bidders in connection with this solicitation; and (3) made any attempt and shall not make any attempt to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition. If there is evidence of such communication, collusion, or anti-competitive activities among bidders, OSOS reserves the right to disqualify such bidders. Bidder, however, freely may join with other persons or organizations for the purpose of presenting a joint proposal.
4. FIRM OFFER. Bidder certifies that its proposal pertaining to the above-referenced solicitation is a firm offer which cannot be withdrawn for a time period of ninety (90) days from and after the proposal due date specified in the solicitation. OSOS may accept such proposal, with or without further negotiation, at any time within such period. In the event of a protest, Bidder's proposal shall remain valid for such time period or until the protest and any related court action is resolved, whichever is later.
5. CONFLICT OF INTEREST. Bidder certifies that, in preparing its proposal, Bidder has not been assisted by any current or former employee of the State of Washington whose duties relate (or did relate) to this solicitation or prospective work order and who was assisting in other than the employee's official, public capacity. Bidder further certifies that no such current or former public employee nor any member of such person's immediate family have any financial interest in the outcome of Bidder's proposal.
6. NO REIMBURSEMENT. Bidder certifies that Bidder understands that the State of Washington will not reimburse Bidder for any costs incurred in the preparation of Bidder's proposal. All proposals become the property of the State of Washington, and Bidder claims no proprietary right to the ideas, writings, items, or samples unless so stated in the proposal.
7. PERFORMANCE. Bidder certifies that Bidder understands that its submittal of a proposal and execution of this Bidder's Certification certifies Bidder's willingness to comply with the terms of the work order, if awarded such. By submitting this proposal, Bidder hereby offers to furnish the goods and/or services solicited pursuant to this solicitation in compliance with all terms, conditions, and performance requirements contained in this solicitation and the resulting work order or, if applicable, as detailed on a Work Order Issues List, if permitted, in this solicitation.
8. INSURANCE. Bidder certifies as follows (*must check one*):
 - BIDDER HAS REQUIRED INSURANCE.* Bidder has attached a current, valid certificate of insurance for each and all of the required insurance coverages as specified in the Master Contract (note: Bidder must attach the insurance certificate).

OR

 - BIDDER WILL OBTAIN REQUIRED INSURANCE.* Bidder does not have a current, valid certificate of insurance for each and all of the required insurance coverages as specified in the Master Contract but, if designated as the apparent successful

bidder, Bidder will provide such a certificate of insurance, without exception of any kind, to OSOS within twenty-four (24) hours of such designation or notification by OSOS or be deemed a nonresponsive proposal.

OR

- BIDDER DOES NOT HAVE REQUIRED INSURANCE.* As detailed on the attached explanation (Bidder to provide), Bidder does not have a current, valid certificate of insurance for each and all of the required insurance coverages as specified in the Master Contract and, if designated as the apparent successful bidder would not be able to provide such a certificate of insurance to OSOS within twenty-four (24) hours of such designation.

9. DEBARMENT. Bidder certifies as follows (*must check one*):

- NO DEBARMENT.* Bidder and/or its principals are not presently nor has ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with any federal, state, or local governmental entity within the United States.

OR

- DEBARRED.* As detailed on the attached explanation (Bidder to provide), Bidder and/or its principals presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with a federal, state, or local governmental entity within the United States.

10. CRIMINAL OFFENSE. Bidder (including Bidder's officers) certifies as follows (*must check one*):

- NO CRIMINAL OFFENSE.* Bidder has not, within the three (3) year period preceding the date of this solicitation, been convicted or had a civil judgment rendered against Bidder for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a governmental contract; violation of any federal or state antitrust statute; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. Bidder further certifies that it is not presently indicted or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in this paragraph.

OR

- CRIMINAL OFFENSE.* As detailed on the attached explanation (Bidder to provide), within the three (3) year period preceding the date of this solicitation, Bidder has been convicted or had a civil judgment rendered against Bidder for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a governmental contract; violation of any federal or state antitrust statute; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

11. WAGE THEFT PREVENTION. Bidder certifies as follows (*must check one*):

- NO WAGE VIOLATIONS.* Bidder has NOT 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 chapters [49.46](#), [49.48](#), or [49.52](#) within three (3) years prior to the date of the above-referenced solicitation date.

OR

- VIOLATIONS OF WAGE LAWS.* Bidder has 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](#), a provision of RCW chapters [49.46](#), [49.48](#), or [49.52](#) within three (3) years prior to the date of the above-referenced solicitation date.

12. CIVIL RIGHTS. Bidder certifies as follows (*must check one*):

- COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS.* Bidder complies with all applicable requirements regarding civil rights. Such requirements prohibit discrimination against individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.

OR

- NON-COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS.* Bidder does not comply with all applicable requirements regarding civil rights.

13. WORKERS' RIGHTS ([EXECUTIVE ORDER 18-03](#)). Bidder certifies as follows (*must check one*):

- NO MANDATORY INDIVIDUAL ARBITRATION CLAUSES AND CLASS OR COLLECTIVE ACTION WAIVERS FOR EMPLOYEES.* Bidder 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.* Bidder requires its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

14. TERMINATION FOR DEFAULT OR CAUSE. Bidder certifies as follows (*must check one*):

- NO TERMINATION FOR DEFAULT OR CAUSE.* Bidder has not, within the three (3) year period preceding the date of this solicitation, had one (1) or more federal, state, or local governmental contracts terminated for cause or default.

OR

- TERMINATION FOR DEFAULT OR CAUSE.* As detailed on the attached explanation (Bidder to provide), within the three (3) year period preceding the date of this solicitation, Bidder has had one (1) or more federal, state, or local governmental contracts terminated for cause or default.

15. TAXES. Bidder certifies as follows (*must check one*):

- TAXES PAID.* Except as validly contested, Bidder is not delinquent and has paid or has arranged for payment of all taxes due to the State of Washington and has filed all required returns and reports as applicable.

OR

- DELINQUENT TAXES.* As detailed on the attached explanation (Bidder to provide), Bidder has not paid or arranged for payment of all taxes due to the State of Washington and/or has not timely filed all required returns and reports as applicable.

16. FINANCIALLY SOLVENT. Bidder certifies as follows (*must check one*):

- FINANCIALLY SOLVENT.* Bidder is financially stable and solvent, has adequate cash reserves to meet all financial obligations, has not commenced bankruptcy proceedings voluntarily or otherwise, and is not subject to any judgments, liens, or encumbrances of any kind affecting title to any goods or services that are the subject of this solicitation.

OR

- NOT FINANCIALLY SOLVENT.* As detailed on the attached explanation (Bidder to provide), Bidder is not financially stable and solvent – i.e., Bidder does not have adequate cash reserves to meet all financial obligations, has commenced bankruptcy proceedings voluntarily or otherwise, or is subject to a judgment, lien, or encumbrance that affects title to the goods or services that are the subject of this solicitation.

17. LAWFUL REGISTRATION. Bidder, if conducting business other than as a sole proprietorship (e.g., Bidder is a corporation, limited liability company, partnership) certifies as follows (*must check one*):

- CURRENT LAWFUL REGISTRATION.* Bidder is in good standing in the State of Washington and the jurisdiction where Bidder is organized, including having timely filed all required annual reports.

OR

- DELINQUENT REGISTRATION.* As detailed on the attached explanation (Bidder to provide), Bidder currently is not in good standing in the State of Washington and/or the jurisdiction where Bidder is organized.

18. REGISTRATION WITH WASHINGTON SECRETARY OF STATE. Bidder certifies as follows (*must check one*):

- BIDDER IS REGISTERED WITH WASHINGTON SECRETARY OF STATE.* Bidder is registered with the Washington Secretary of State, such registration is active, and Bidder has the following Unified Business Identifier (UBI) number: ____ ____ ____.

OR

- BIDDER WILL REGISTER WITH WASHINGTON SECRETARY OF STATE.* Bidder is not registered with the Washington Secretary of State but, if designated as an apparent successful bidder, Bidder will register with the Washington Secretary of State to obtain a UBI number and provide proof of such registration satisfactory to OSOS within twenty-four (24) hours of such designation or notification by OSOS or be deemed a nonresponsive proposal.

OR

- BIDDER IS NOT REGISTERED WITH WASHINGTON SECRETARY OF STATE.* Bidder is not

registered with the Washington Secretary of State and Bidder declines to register with the Washington Secretary of State. *Note:* OSOS requires all awarded bidders (including Washington firms and out of state firms) to be registered with the Washington Secretary of State. Bidders who are not registered will not be awarded a work order.

19. REGISTRATION WITH WASHINGTON STATE DEPARTMENT OF REVENUE. Bidder certifies as follows (*must check one*):

- BIDDER IS REGISTERED WITH WASHINGTON STATE DEPARTMENT OF REVENUE.* Bidder is registered with the Washington State Department of Revenue, has a business license to do business in Washington, and has the following Unified Business Identifier (UBI) number: ____ _ .

OR

- BIDDER WILL REGISTER WITH WASHINGTON STATE DEPARTMENT OF REVENUE.* Bidder is not registered with the Washington State Department of Revenue but, if designated as an apparent successful bidder, Bidder will register with the Washington State Department of Revenue for a business license and provide proof of such registration satisfactory to OSOS within twenty-four (24) hours of such designation or notification by OSOS or be deemed a nonresponsive proposal.

OR

- BIDDER IS NOT REGISTERED WITH WASHINGTON STATE DEPARTMENT OF REVENUE.* Bidder is not registered with the Washington State Department of Revenue and Bidder declines to register with the Washington State Department of Revenue. *Note:* OSOS requires all awarded bidders (including Washington firms and out of state firms) to be registered with the Washington State Department of Revenue. Bidders who are not registered will not be awarded a work order.

20. SUBCONTRACTORS. Bidder certifies as follows (*must check one*):

- NO SUBCONTRACTORS.* If awarded a work order, Bidder will not utilize subcontractors to provide the goods and/or services subject to this solicitation.

OR

- SUBCONTRACTORS.* As detailed on the attached Exhibit A-2 Bidder's Profile and References, if awarded a work order, Bidder will utilize subcontractor(s) to provide the goods and/or services subject to this solicitation. In such event, Bidder further certifies that, as to the State of Washington, Bidder shall retain responsibility for its subcontractors, including, without limitation, liability for any subcontractor's acts or omissions. *Note:* Bidder must provide the precise legal name (including state of organization), business address, and federal tax identification number (TIN) for each subcontractor. *Note:* If the TIN is a SSN, do not provide the SSN.

21. WASHINGTON SMALL BUSINESS. Bidder certifies as follows (*must check one*):

- WASHINGTON SMALL BUSINESS.* Bidder is a Washington small business as defined in RCW 39.26.010. To qualify as a Washington Small Business, Bidder must meet three (3) requirements:
- *Location.* Bidder's principal office/place of business must be located

in and identified as being in the State of Washington. A principal office or principal place of business is a firm's headquarters where business decisions are made and the location for the firm's books and records as well as the firm's senior management personnel.

- *Size.* Bidder must be owned and operated independently from all other businesses and have either: (a) fifty (50) or fewer employees; or (b) gross revenue of less than seven million dollars (\$7,000,000) annually as reported on Bidder's federal income tax return or its return filed with the Washington State Department of Revenue over the previous three consecutive years).
- *WEBS Certification.* Bidder must have certified its Washington small business status in Washington's Electronic Business Solution ([WEBS](#)).

OR

- NOT WASHINGTON SMALL BUSINESS.* Bidder does not qualify as a Washington small business as defined in RCW 39.26.010.

22. **CERTIFIED VETERAN-OWNED BUSINESS.** Bidder certifies as follows (*must check one*):

- CERTIFIED VETERAN-OWNED BUSINESS.* Bidder is a certified veteran-owned business under RCW 43.60A.190. To qualify as a certified veteran-owned business, Bidder must meet four (4) requirements:
 - *51% Ownership.* Bidder must be at least fifty-one percent (51%) owned and controlled by:
 - (a) A veteran as defined as every person who at the time he or she seeks certification has received a discharge with an honorable characterization or received a discharge for medical reasons with an honorable record, where applicable, and who has served in at least one of the capacities listed in RCW 41.04.007;
 - (b) A person who is in receipt of disability compensation or pension from the department of veterans affairs; or
 - (c) An active or reserve member in any branch of the armed forces of the United States, including the national guard, coast guard, and armed forces reserves.
 - *Washington Incorporation/Location.* Bidder must be either an entity that is incorporated in the state of Washington as a Washington domestic corporation or, if not incorporated, an entity whose principal place of business is located within the State of Washington.
 - *WEBS Certification.* Bidder must have certified its veteran-owned business status in Washington's Electronic Business Solution ([WEBS](#)).
 - *WDVA Certification.* Bidder must have provided certification documentation to the Washington Department of Veterans' Affairs

EXHIBIT A-2 – BIDDER’S PROFILE & REFERENCES

Competitive Solicitation:	ITPS Work Request No. 24-05 issued March 24, 2025
---------------------------	---

BIDDER’S INFORMATION PROFILE	
Bidder:	<div style="text-align: center; border-bottom: 1px solid black; width: 80%; margin: 0 auto;"> </div> <p style="text-align: center; margin: 0;">Type/print full legal name of Bidder</p>
Bidder’s Address:	<div style="text-align: center; border-bottom: 1px solid black; width: 80%; margin: 0 auto;"> </div> <p style="text-align: center; margin: 0;">Business Name</p> <div style="text-align: center; border-bottom: 1px solid black; width: 80%; margin: 0 auto;"> </div> <p style="text-align: center; margin: 0;">Address</p> <div style="text-align: center; border-bottom: 1px solid black; width: 80%; margin: 0 auto;"> </div> <p style="text-align: center; margin: 0;">City, State, Zip Code</p>
<p style="text-align: center;">Bidder’s Unified Business Identifier Number (UBI):</p> <p><i>Note: A nine digit UBI number is assigned to each registered business in Washington.</i></p>	<p>UBI No. ____ _ _ _</p>
<p style="text-align: center;">Bidder’s Taxpayer Identification Number (TIN):</p> <p><i>Note: Your TIN will be either a number issued by the IRS (e.g., Employer Identification Number, Federal Tax Identification Number) or a number issued by the Social Security Administration (i.e., your Social Security Number). Do Not provide a Social Security Number.</i></p>	<div style="text-align: center; border-bottom: 1px solid black; width: 80%; margin: 0 auto;"> </div>

<p>Is your firm certified as a minority- or woman-owned business with the Washington State Office of Minority and Women’s Business Enterprises (OMWBE)?</p>	<p style="text-align: center;">Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p style="text-align: center;">If yes, provide Bidder’s MWBE certification no.:</p> <p style="text-align: center;">_____</p>
<p>Is your firm a self-certified Washington State Small Business?</p> <p style="text-align: center;"><i>Note: See Exhibit A-1 – Bidder’s Certification for criteria to qualify as a Washington State Small Business.</i></p> <p style="text-align: center;"><i>Note: Regardless of size, a qualifying business must be owned and operated independently from all other businesses. In regard to size, the gross revenue thresholds, as reported on Bidder’s tax returns, are as follows:</i></p> <ul style="list-style-type: none"> ▪ Microbusiness: Annual gross revenue of less than \$1,000,000 ▪ Minibusiness: Annual gross revenue of more than \$1,000,000, but less than \$3,000,000 ▪ Small Business: Annual gross revenue of less than \$7,000,000 over each of the three prior consecutive years. 	<p style="text-align: center;">Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p style="text-align: center;">If yes, provide the location for Bidder’s principal place of business:</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Street Address</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">City, State, Zip Code</p> <p style="text-align: center;">If yes, what is your business size (based on annual gross revenue)?</p> <p style="text-align: center;">Microbusiness <input type="checkbox"/></p> <p style="text-align: center;">Minibusiness <input type="checkbox"/></p> <p style="text-align: center;">Small Business <input type="checkbox"/></p>
<p>Is your firm certified as a Veteran-Owned Business with the Washington State Department of Veteran Affairs?</p> <p style="text-align: center;"><i>Note: See Exhibit A-1 – Bidder’s Certification for criteria to qualify as a Certified Veteran-Owned Business.</i></p>	<p style="text-align: center;">Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p style="text-align: center;">If yes, provide Bidder’s WDVA certification no.:</p> <p style="text-align: center;">_____</p>
<p>BIDDER’S PRIMARY POINTS OF CONTACT:</p>	<p>Authorized Representative:</p>

	<p>Name: _____</p> <p>Email: _____</p> <p>Phone: _____</p> <p>Contract Administrator:</p> <p>Name: _____</p> <p>Email: _____</p> <p>Phone: _____</p>
--	---

REFERENCES

Provide two (2) references for Bidder and two (2) professional references for each proposed candidate, including company name, contact name, title, phone number, email address, and a description of the work engagement upon which the reference is based.

BIDDER REFERENCES	
Company Name: Contact Name: Title: Phone: Email:	Description of Work Engagement:
Company Name: Contact Name: Title: Phone: Email:	Description of Work Engagement:
REFERENCES FOR _____ (PROPOSED CANDIDATE)	
Company Name: Contact Name: Title: Phone: Email:	Description of Work Engagement:
Company Name: Contact Name: Title: Phone: Email:	Description of Work Engagement:
REFERENCES FOR _____ (PROPOSED CANDIDATE)	
Company Name: Contact Name: Title: Phone: Email:	Description of Work Engagement:
Company Name: Contact Name: Title: Phone: Email:	Description of Work Engagement:
REFERENCES FOR _____ (PROPOSED CANDIDATE)	
Company Name: Contact Name: Title: Phone: Email:	Description of Work Engagement:
Company Name: Contact Name: Title: Phone: Email:	Description of Work Engagement:

SUBCONTRACTORS

Identify authorized subcontractors who will provide service on a work order resulting from this solicitation.

LEGAL NAME	SMALL, WOMEN OWNED, VETERAN OR OTHER DISADVANTAGED STATUS	POINT OF CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS

BIDDER’S EXPERIENCE WITH RELEVANT BUSINESS PROGRAMS

Detail Bidder’s direct experience, either as a contractor or subcontractor, with the business programs mentioned in Section 1 of the solicitation.

BIDDER'S EXPERIENCE:

--

Return this Bidder's Profile & References to Procurement Coordinator at:
jim.webster@sos.wa.gov

Return this Bidder's Certification to Procurement Coordinator at:
jim.webster@sos.wa.gov

Exhibit A-3

CERTIFICATIONS AND ASSURANCES

I/we make the following certifications and assurances as a required element of the proposal to which 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 frame.
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 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 (3) 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 B

SMALL BUSINESS SELF-CERTIFICATION STATEMENT

RCW Chapter 39.26.010(22) states:

(22) “Small business” means an in-state business, including a sole proprietorship, corporation, partnership, or other legal entity, that:

- a. Certifies, under penalty of perjury, that it is owned and operated independently from all other businesses and has either:
 - (a) Fifty or fewer employees; or
 - (b) A gross revenue of less than seven million dollars annually as reported on its federal income tax return or its return filed with the department of revenue over the previous three consecutive years; or
 - (c) Is certified with the Office of Women and Minority Business Enterprises under RCW Chapter 39.19.

I hereby certify, under penalty of perjury under the laws of the state of Washington, that *[insert name of Contractor]* meets the above definition of a “small business”.

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

(Printed Name)

(Title)

(Date)

(Location)

Exhibit C

CONTRACTOR CERTIFICATION
EXECUTIVE ORDER 18-03, WORKERS' RIGHTS
WASHINGTON STATE GOODS AND SERVICES CONTRACTS

In consideration of the Washington State Governor’s Executive Order 18-03 (dated June 12, 2018), the Office of the Secretary of State (OSOS) 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/or class or collective action waivers.

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

- No mandatory individual arbitration clauses and/or 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 and/or class or collective action waivers.
- Mandatory individual arbitration clauses and/or 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 and/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 identified below.

(Name of Contractor – print full legal entity name of firm)

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

(Printed Name)

(Title)

(Date)

(Location)

Exhibit D

CONTRACT INCLUDING GENERAL TERMS AND CONDITIONS

ATTACH