

**STATE OF WASHINGTON,
OFFICE OF THE SECRETARY OF STATE,
ELECTIONS DIVISION**

REQUEST FOR PROPOSALS

RFP NO. 14-13

PROJECT TITLE: ELECTIONS BUSINESS ANALYSIS & BUSINESS REQUIREMENTS

PROPOSAL DUE DATE: December 1, 2014

EXPECTED TIME PERIOD FOR CONTRACT: February 27, 2015 – August 27, 2015

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

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1. INTRODUCTION

1.1 PURPOSE AND BACKGROUND

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

Assess the current Washington State, state-wide elections business processes for the purpose of identifying opportunities for improvement/waste elimination and isolating desired-state business requirements for a state-wide elections systems replacement.

- Voter Registration business processes will be assessed at the state and county level: presently supported by VRDB (Voter Registration Database) and WEI (Washington Election Information) systems
- County Election Management Systems, and other processes will be assessed with county assistance and coordination
- Data handoffs with various partner organizations, including Department of Licensing, Electronic Registration Information Center, Department of Health and Department of Corrections, will be considered
- Data handoffs with other systems and vendor supported systems including mailing vendors, tabulation systems and Geographic Information Systems.
- State and federal law and policy that define election operations to be supported by elections systems include: Revised Code of Washington (RCW) 29A; Washington Administrative Code (WAC) 434; Help America Vote Act (HAVA), Military and Overseas Voter Empowerment (MOVE) Act, Uniformed and Overseas Citizens Absentee Voting Act (UOCAVA)

In January 2006, the OSOS launched the State Voter Registration Database (VRDB), as mandated by the federal Help America Vote Act of 2002 (HAVA). The VRDB is a centralized database that contains registration information for every registered voter in the state (now about 3.9 million people).

In August 2008, the OSOS implemented the Washington Election Information System (WEI), an online, personalized, one-stop voter information site; a tool available to every voter, in any county, and a set of tools that can be used by county elections officials to improve the administration of elections statewide. The WEI includes online voter registration, election results reporting, candidate filing, Online Voters' Guide, county websites, MyBallot (Washington's online ballot delivery tool), and MyVote (online dashboard for personalized voter information, including online voter registration and an electronic motor voter process).

In October 2009, Congress passed the Military and Overseas Voter Empowerment Act (MOVE Act). The MOVE act required states to develop procedures for transmitting blank ballots to overseas voters by mail and electronically. The OSOS implemented 'MyBallot'. MyBallot is currently offered to all counties, however some counties have purchased their own online ballot delivery tools from one of two vendors, Democracy Live or Everyone Counts.

Currently the 39 counties in Washington use one of three Election Management Systems, or EMS (a.k.a. voter registration systems). DFM Associates (DFM) is used by 17 counties serving 2.2 million voters, Data Information Management Systems, LLC (DIMS) is used by 7 counties serving 1.4 million voters, and VOTEC is used by 15 counties serving 286,000 voters. Each County EMS is updated multiple times each year and does not require state certification or testing prior to implementation.

1.2 OBJECTIVE

The objective of this contract is to position OSOS to replace the existing state-wide elections system. Deliverables from the contract will be created in collaboration with the 39 counties across the state

and will serve as the basis for future procurement documents, leading to the implementation, testing, migration to and launch of a new elections system.

The OSOS will look to proposing Consultants to name and describe the deliverables they believe will most effectively accomplish the above objective. Items OSOS expects to be incorporated into the prescribed deliverables include:

- Documentation of current systems and processes
- Documentation of desired-state business processes for the state and counties
- Documentation of detailed business requirements, based upon desired-state processes
- Estimates of timeline and costs for a replacement system that will satisfy the defined business requirements

1.3 MINIMUM QUALIFICATIONS

The Consultant must be licensed to do business in the state of Washington. The Consultant must be registered to do business with the state, have a current Unified Business Identifier (UBI) number and have a minimum of 5 years' experience in:

- Elections technology and process
- Business analysis and process improvement
- Eliciting business requirements for complex technology systems
- Documenting business requirements for use in system design/customization/implementation
- Managing a matrix team towards a complex goal

The Consultant must be able to demonstrate experience:

- Working with government entities, state and county preferred
- Designing and delivering presentations to stakeholders ranging from executive to staff and constituents
- Managing process design in compliance with state law and policy
- Successfully crafting budget requests that ultimately receive legislative approval

1.4 FUNDING

Funding for a contract executed as a result of this RFP is provided through the Help America Vote Act (HAVA), Public Law 107-252, H.R. 3295. The Contractor of said contract shall remain in compliance with any and all regulations involved with HAVA funding.

1.5 PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about February 27, 2015 and to end on August 27, 2015. Amendments extending the period of performance, if any, shall be at the sole discretion of OSOS.

1.6 DEFINITIONS

Definitions for the purposes of this RFP include:

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

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

Contractor – Individual or company whose proposal has been accepted by OSOS and is awarded a fully executed, written contract.

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

Request for Proposals (RFP) – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFP is to permit the consultant community to suggest various approaches to meet the need at a given price.

1.7 ADA

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

2. GENERAL INFORMATION FOR CONSULTANTS

2.1 RFP COORDINATOR

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

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

Any other communication will be considered unofficial and non-binding on OSOS. Consultants are to rely on written statements issued by the RFP Coordinator. Communication directed to parties other than the RFP Coordinator may result in disqualification of the Consultant.

2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Proposals	11/3/2014
Question and answer period	11/3/2014-11/20/2014
Last date for questions regarding RFP (end of Q&A period)	11/20/2014
Preproposal conference	11/12/2014
Place Q&As from preproposal conference by	11/17/2014
Place complete list of Q&As on WEBS and OSOS web site	11/21/2014
Last amendment to RFP	11/21/2014
Last day for complaint	11/24/2014
Proposals due	12/1/2014
Evaluate proposals	12/2/2014-12/12/2014
Conduct oral interviews with finalists	1/20/2015-1/21/2015
Announce "Apparent Successful Bidder" (ASB) and send notification via e-mail to unsuccessful proposers	1/29/2015
Hold debriefing conferences (if requested)	See 4.5
Protest	See 4.6
Negotiate contract	1/30/2015-2/26/2015
Begin contract work	2/27/2015

OSOS reserves the right to revise the above schedule.

2.3 PREPROPOSAL CONFERENCE

A preproposal conference is scheduled to be held on November 12, 2014 at 10:00 a.m. Pacific Time. To participate in the conference, use the phone number 877.278.8686 and passcode 140770. All prospective Proposers should attend; however, attendance is not mandatory. 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 preproposal conference shall be considered unofficial.

Within five (5) business days of the preproposal conference, a copy of the questions and answers from the preproposal conference will be placed on WEBS and OSOS web site as follows: <http://www.sos.wa.gov/office/procurements.aspx>.

2.4 SUBMISSION OF PROPOSALS

Consultants are required to submit an electronic copy of their proposal. The proposal must be received by OSOS no later than **5:00 p.m., Pacific Time, on December 1, 2014**. Attachments to the e-mail shall be in Microsoft Word or PDF format.

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

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

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

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

The Apparent Successful Contractor will be expected to enter into a contract which is substantially the same as the sample contract and its general terms and conditions attached as Exhibit B. In no event is a Consultant to submit its own standard contract terms and conditions in response to this solicitation. The Consultant may submit exceptions as allowed in the Certifications and Assurances form, Exhibit A to this solicitation. All exceptions to the contract terms and conditions must be submitted as an attachment to Exhibit A, Certifications and Assurances form. The OSOS will review requested exceptions and accept or reject the same at its sole discretion.

2.5 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

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

All proposals received shall remain confidential until the contract, if any, resulting from this RFP is signed by the Deputy Secretary and the apparent successful Contractor; thereafter, the proposals shall be deemed public records as defined in RCW 42.17.250 to 42.17.340, "Public Records."

Any information in the proposal that the Consultant desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.17.250 to 42.17.340 must be clearly designated. The page must be identified and the particular exception from disclosure upon which the Consultant 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 Consultant's request for exemption from disclosure; however, OSOS will make a decision predicated upon chapter 42.17 RCW and chapter 143-06 of the Washington Administrative Code. Marking the entire proposal exempt from disclosure will not be honored. The Consultant must be reasonable in designating information as confidential. If any information is marked as proprietary in the proposal, such information will not be made available until the affected proposer has been given an opportunity to seek a court injunction against the requested disclosure.

A charge will be made for copying and shipping, as outlined in RCW 42.17.300. No fee shall be charged for inspection of contract files, but twenty-four (24) hours notice to the RFP Coordinator is required. All requests for information should be directed to the RFP Coordinator.

2.6 REVISIONS TO THE RFP

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

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

2.7 MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

In accordance with the legislative findings and policies set forth in chapter 39.19 RCW, the state of Washington encourages participation in all of its contracts by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation or on a subcontractor basis. However, no preference will be included in the evaluation of proposals, no minimum level of MWBE participation shall be required as a condition for receiving an award, and proposals will not be rejected or considered non-responsive on that basis. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply.

The established annual procurement participation goals for MBE is 8 percent and for WBE, 4 percent, for this type of project. These goals are voluntary. Bidders may contact OMWBE at 360/753-9693 to obtain information on certified firms.

2.8 ACCEPTANCE PERIOD

Proposals must provide 120 days for acceptance by OSOS from the due date for receipt of proposals.

2.9 RESPONSIVENESS

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

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

2.10 MOST FAVORABLE TERMS

OSOS reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the Consultant can propose. There will be no best and final offer procedure. OSOS does reserve the right to contact a Consultant for clarification of its proposal.

The Consultant should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some or all of the Consultant's proposal. It is understood that the proposal will become a part of the official procurement file on this matter without obligation to OSOS.

2.11 CONTRACT AND GENERAL TERMS & CONDITIONS

The apparent successful contractor will be expected to enter into a contract which is substantially the same as the sample contract and its general terms and conditions attached as Exhibit B. In no event is a Consultant to submit its own standard contract terms and conditions in response to this solicitation. The Consultant may submit exceptions as allowed in the Certifications and Assurances section, Exhibit A to this solicitation. OSOS will review requested exceptions and accept or reject the same at its sole discretion.

2.12 COSTS TO PROPOSE

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

2.13 NO OBLIGATION TO CONTRACT

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

2.14 REJECTION OF PROPOSALS

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

2.15 COMMITMENT OF FUNDS

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

2.16 ELECTRONIC PAYMENT

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

2.17 INSURANCE COVERAGE

The Contractor shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the Contractor or subcontractor, or agents of either, while performing under the terms of this contract.

The Contractor shall, at its own expense, obtain and keep in force insurance coverage which shall be maintained in full force and effect during the term of the contract.

Contractor shall submit to OSOS within fifteen (15) days of the contract Effective Date, a certificate of insurance which outlines the coverage and limits defined in the *Insurance* section. Contractor shall submit renewal certificates as appropriate during the term of the contract.

Commercial General Liability Insurance: Contractor shall maintain general liability (CGL) insurance and, if necessary, commercial umbrella insurance, with a limit of not less than \$1,000,000 per each occurrence. If CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit. CGL insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insureds (cross liability) condition.

Additionally, the Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

Business Auto Policy: As applicable, the Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto." Business auto coverage shall be written on ISO form CA 00 01, 1990 or later edition, or substitute liability form providing equivalent coverage.

Employers Liability ("Stop Gap") Insurance

In addition, the Contractor shall buy employers liability insurance and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

Above insurance policy shall include the following provision:

Additional Insured. The State of Washington, Office of the Secretary of State, its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrella and property insurance policies. All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State.

Cancellation. The State of Washington, Office of the Secretary of State shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications. Insurers subject to 48.18 RCW (Admitted and Regulation by the Insurance Commissioner): The insurer shall give the State 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation. Insurers subject to 48.15 RCW (Surplus lines): The State shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.

Identification. Policy must reference the State's contract number and the OSOS name.

Insurance Carrier Rating. All insurance and bonds should be issued by companies admitted to do business within the state of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by Office of the Secretary of State Risk Manager, or the Risk Manager for the state of Washington, before the contract is accepted or work may begin. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with chapter 48.15 RCW and 284-15 WAC.

Excess Coverage. By requiring insurance herein, the State does not represent that coverage and limits will be adequate to protect Contractor, and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to the State in this contract.

Worker's Compensation Coverage

The Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The State will not be held responsive in any way for claims filed by the Contractor or their employees for services performed under the terms of this contract.

3. PROPOSAL CONTENTS

The four major sections of the proposal are to be submitted in the order noted below:

1. Letter of Submittal, including signed Certifications and Assurances (Exhibit A to this RFP).
2. Technical Proposal.
3. Management Proposal.
4. Cost Proposal.

Proposals must provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the proposal, but should assist the Consultant in preparing a thorough response.

Items in this section marked "mandatory" must be included as part of the proposal for the proposal to be considered responsive; however, these items are not scored. Items marked "scored" are those that are awarded points as part of the evaluation conducted by the evaluation team.

3.1 LETTER OF SUBMITTAL (MANDATORY)

The Letter of Submittal and the attached Certifications and Assurances form (Exhibit A to this RFP) must be signed and dated by a person authorized to legally bind the Consultant to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include by attachment the following information about the Consultant and any proposed subcontractors:

1. Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom contract would be written.
2. Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.).
3. Legal status of the Consultant (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.
4. Federal Employer Tax Identification (EIN) number or Social Security number and the Washington Uniform Business Identification (UBI) number issued by the state of Washington Department of Revenue.
5. Location of the facility from which the Consultant would operate.
6. Identify any State employees or former State employees employed or on the firm's governing board as of the date of the proposal. Include their position and responsibilities within the Consultant's organization. If following a review of this information, it is determined by OSOS that a conflict of interest exists, the Consultant may be disqualified from further consideration for the award of a contract.

3.2 TECHNICAL PROPOSAL (SCORED)

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

- A. Project Approach/Methodology** – Include a complete description of the Consultant's proposed approach and methodology for the project. This section should convey Consultant's understanding of the proposed project.
- B. Work Plan** – Include all project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of the project defined in this RFP. This section of the technical proposal must contain sufficient detail to convey to members of the evaluation team the Consultant's knowledge of the subjects and skills necessary to successfully complete the project. Include any required involvement of OSOS and county staff. The Consultant may also present any creative approaches that might be appropriate and may provide any pertinent supporting documentation.
- C. Project Schedule** – Include a project schedule indicating when the elements of the work will be completed and when deliverables will be provided.
- D. Deliverables** – Fully describe deliverables to be submitted under the proposed contract.
- E. Outcomes and Performance Measurement (Optional)** – Describe the impacts/outcomes the consultants propose to achieve as a result of the delivery of these services including how these outcomes would be monitored, measured and reported to the state OSOS.
- F. Risks** - Identify and address potential risks associated with this contract.

3.3 MANAGEMENT PROPOSAL

A. Project Management (SCORED)

1. **Project Team Structure/Internal Controls** - Provide a description of the proposed project team structure and internal controls to be used during the course of the project, including any subcontractors. Provide an organizational chart of your firm indicating lines of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level of management. Include who within the firm will have prime responsibility and final authority for the work.
2. **Staff Qualifications/Experience** – Identify staff, including subcontractors, who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel, and include the amount of time each will be assigned to the project. Provide resumes' for the named staff, which include information on the individual's particular skills related to this project, education, experience, significant accomplishments and any other pertinent information. The Consultant must commit that staff identified in its proposal will actually perform the assigned work. Any staff substitution must have the prior approval of OSOS.

B. Experience of the Consultant (SCORED)

1. Indicate the experience the Consultant and any subcontractors have in the following areas:
 - Elections technology and process
 - Business analysis and process improvement
 - Eliciting business requirements for complex technology systems
 - Documenting business requirements for use in system design/customization/implementation
 - Managing a matrix team towards a complex goal
 - Working with government entities, state and county preferred
 - Making and writing presentations to stakeholders ranging from executive to staff and constituents
 - Managing process design in compliance with state law and policy
 - Successfully passing legislative budget requests
2. Indicate other relevant experience that indicates the qualifications of the Consultant, and any subcontractors, for the performance of the potential contract.
3. Include a list of contracts the Consultant has had during the last five years that relate to the Consultant's ability to perform the services needed under this RFP. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and fax numbers/e-mail addresses.

C. References (SCORED)

List names, addresses, telephone numbers, and fax numbers/e-mail addresses of three business references for whom work has been accomplished and briefly describe the type of service provided. The Consultant must grant permission to OSOS to contact the references. Do not include current OSOS staff as references. References will be contacted for the top-scoring proposal(s) only.

D. Related Information (MANDATORY)

1. If the Consultant or any subcontractor contracted with the State of Washington during the past 24 months, indicate the name of the office or agency, the contract number and project description and/or other information available to identify the contract.
2. If the Consultant's staff or subcontractor's staff was an employee of the State of Washington during the past 24 months, or is currently a Washington State employee,

identify the individual by name, office or agency previously or currently employed by, job title or position held and separation date.

3. If the Consultant has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the Consultant's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default.
4. Submit full details of the terms for default including the other party's name, address, and phone number. Present the Consultant's position on the matter. OSOS will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If no such termination for default has been experienced by the Consultant in the past five years, so indicate.

E. OMWBE Certification (Optional)

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

3.4 COST PROPOSAL

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

A. Identification of Costs (SCORED)

Costs are to be identified per deliverable. The Consultant's Cost Proposal should be a listing of costs per prescribed deliverable. Each deliverable will be billable upon acceptance by OSOS and will be billable at the amount of the cost proposal for the given deliverable item.

Identify all costs including expenses to be charged for performing the services necessary to accomplish the objectives of the contract, by deliverable. The Consultant is to submit a fully detailed budget including staff costs and any expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Consultants are required to collect and pay Washington state sales tax, if applicable.

Costs for subcontractors are to be broken out separately. Please note if any subcontractors are certified by the Office of Minority and Women's Business Enterprises.

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

B. Computation

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

4. EVALUATION AND CONTRACT AWARD

4.1 EVALUATION PROCEDURE

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this solicitation and any addenda issued. The evaluation of proposals shall be accomplished by an evaluation team, to be designated by OSOS, which will determine the ranking of the proposals.

OSOS, at its sole discretion, may elect to select the top-scoring firms as finalists for an oral presentation.

4.2 EVALUATION WEIGHTING AND SCORING

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

Technical Proposal – 45%	45 points
Management Proposal – 30%	30 points
Cost Proposal – 25%	25 points
	<hr/>
GRAND TOTAL FOR WRITTEN PROPOSAL	100 points

4.3 ORAL PRESENTATIONS/INTERVIEWS REQUIRED

Written submissions and oral presentations/interviews will be utilized in selecting the winning proposal. OSOS, at its sole discretion, will elect to select the top scoring finalists from the written evaluation for an oral presentation of their proposal and final determination of contract award. OSOS will contact the top-scoring firm(s) to schedule a date, time and location.

Vendor oral presentations/interviews will be strictly limited to an hour each. Vendors are asked to attend the presentation/interview in person at an OSOS site in Olympia, or Tumwater, Washington. Oral presentations/interviews will be scheduled at OSOS discretion on January 20 and 21.

Commitments made by the Consultant at the oral interview, if any, will be considered binding. The score from the oral presentation will be considered independently of written proposal evaluation scoring and will determine the apparently successful proposer.

4.4 NOTIFICATION TO PROPOSERS

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

4.5 DEBRIEFING OF UNSUCCESSFUL PROPOSERS

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

Discussion will be limited to a critique of the requesting Consultant's proposal. Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one hour.

4.6 PROTEST PROCEDURE

This procedure is available to Consultants who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the Consultant is allowed five (5) business days to file a protest of the acquisition with the RFP Coordinator. Protests may be submitted by email, but should be followed by the original document.

Consultants protesting this procurement shall follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Consultants under this procurement.

All protests must be in writing and signed by the protesting party or an authorized Agent. The protest must state the grounds for the protest with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included. All protests shall be addressed to the RFP Coordinator.

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination or conflict of interest on the part of the evaluator.
- Errors in computing the score.
- Non-compliance with procedures described in the procurement document or OSOS policy.

Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as: 1) an evaluator's professional judgment on the quality of a proposal, or 2) OSOS's assessment of its own and/or other agencies needs or requirements.

Upon receipt of a protest, a protest review will be held by OSOS. OSOS secretary or an employee delegated by the Secretary 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 Consultant which submitted a proposal, such Consultant will be given an opportunity to submit its views and any relevant information on the protest to the RFP Coordinator.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold OSOS's action; or
- Find only technical or harmless errors in OSOS's acquisition process and determine OSOS to be in substantial compliance and reject the protest; or
- Find merit in the protest and provide OSOS options which may include:
 - Correct the errors and re-evaluate all proposals, and/or
 - Reissue the solicitation document and begin a new process, or
 - Make other findings and determine other courses of action as appropriate.

If OSOS determines that the protest is without merit, OSOS will enter into a contract with the apparently successful contractor. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

5. RFP EXHIBITS

Exhibit A	Certifications and Assurances
Exhibit B	Service Contract Format including General Terms and Conditions (GT&Cs)
Exhibit C	Washington State HAVA Plan
Exhibit D	Amended Washington State HAVA Plan

