



REQUEST FOR QUALIFICATIONS AND QUOTATION (“RFQQ”) FOR INDIA TAX CONSULTING SERVICES



RFQQ #25-04

MAY 12, 2025



IDENTIFICATION OF OFFEROR'S PROPRIETARY INFORMATION

Offerors are advised that the Washington State Investment Board is a Washington State Public Agency and is thus subject to public records requests. There are permissible exemptions from public disclosure pursuant to chapter 42.56 of the Revised Code of Washington ("RCW") but they are limited, narrow in scope, and strictly construed. Offerors wishing to claim portions of their response as confidential and exempt from public disclosure are advised to carefully read sections 5.6.2 and 5.7 of this RFQQ for more detail.



EXHIBIT A	LETTER OF INTENT TO RESPOND
EXHIBIT B	GENERAL INFORMATION AND CONTACT SHEET
EXHIBIT C	MANDATORY MINIMUM QUALIFICATIONS COMPLIANCE CERTIFICATE
EXHIBIT D	CERTIFICATIONS AND ASSURANCES
EXHIBIT E	QUESTIONNAIRE
EXHIBIT F	REFERENCES
EXHIBIT G	CONTRACT TERMS & CONDITIONS

SECTION 1: INTRODUCTION

1.1 BACKGROUND

The Washington State Investment Board (the “WSIB”), a public institutional investor, seeks to contract with a firm to provide tax services for investing in India as a Foreign Portfolio Investor (“FPI”).

1.2 PURPOSE

The WSIB is issuing this RFQQ and awarding a contract to a qualified firm (the “Contractor”) that can provide tax services for investing in India as an FPI. This includes the calculation of taxes payable, filing the annual tax return, liaising with the India Tax Authorities, and keeping the WSIB informed of relevant tax laws.

The WSIB intends to enter into a contract with the successful Offeror for a 5-year initial term with an option to extend the Contract for an additional 5-year term under the same terms.

1.3 OVERVIEW OF THE ORGANIZATION

The WSIB is a Washington State agency created by the 1981 Washington State legislature. The statute is found in Chapter 43.33A RCW.

The WSIB performs “all duties with respect to the investment of public trust and retirement funds” unless otherwise prescribed by law (RCW 43.33A.010). Led by an independent 15-member board, as described in RCW 43.33A.020, the WSIB is also governed by general statutes and rules established for all Washington State agencies, officials, and employees in the performance of their public duties. Ten voting members and five non-voting members comprise the Board.

The WSIB is organized much like most investment management organizations, with a board and executive committee providing enterprise leadership. Distinct teams provide investment management, research and asset allocation, financial accounting and administration, legal services, and risk oversight.

The WSIB conducts its investment activities in accordance with applicable Washington State laws and in accordance with investment policies and procedures designed to maximize returns at a prudent level of risk, and exclusively in and for the sole interests of the funds’ stakeholders and beneficiaries.

The WSIB manages investments for various state agencies and related stakeholders. The primary asset classes in the retirement funds are: public equity, fixed income, private equity, real estate, and tangible assets. In addition, there is an overlay program set up to invest in futures and other derivatives.

To inform your response and to aid in preparation of your answers to the questionnaire, please visit the WSIB website at www.sib.wa.gov. The most recent reports on the WSIB’s activities can be found at: [WSIB Reports \(wa.gov\)](http://www.sib.wa.gov/Reports).

SECTION 2: STATEMENT OF WORK

2.1 SCOPE OF WORK

The scope of this assignment is to provide, as stated above, tax services for an FPI. The goal is to accurately compute, so that the WSIB can appropriately pay, all taxes due to the India Tax Authorities and adhere to all applicable tax laws and requirements in India to maintain good status as an FPI in India. The Contractor will need to furnish all services, materials, and personnel necessary to provide such services for the WSIB in compliance with any applicable professional and fiduciary standards established as reasonable and customary by the industry for similar services.

2.2 CORE SERVICES

The successful Offeror will be capable of performing the following.

2.2.1 Calculation of taxes payable

1. The WSIB has a multi-manager investment structure. The Offeror must be capable of calculating taxes payable on capital gains (short and long term) and incomes (dividends and interests) for this structure.
2. Upon receipt of sale and income events from the local/sub-custodian, the Offeror will compute the capital gains/dividend income/interest income/any other income and tax liability, if any, thereon.
3. The Offeror will issue a letter or certificate addressed to the WSIB and copied to the local custodian advising the tax liability arising from the incomes. The Offeror will indicate in the letter details on the presumptions made and the basis and method of computation of capital gains, business income, dividend income, interest income and any other income and the associated taxes. The letter/certificate will be issued within five (5) business days of the sale transaction or income payment.
4. The Offeror will track the advanced taxes payable at the end of each quarter and advise the WSIB in a timely manner if taxes are due for payment.

2.2.2 Filing of the annual tax return

1. The Offeror will prepare WSIB's annual tax return, attend and liaise with the India Tax Authorities during the assessment proceedings of the tax return and provide details, documents and submissions as approved by the WSIB.
2. The Offeror will provide the WSIB ample time to review the completed return, collate documents, and to answer questions that are necessary for the timely submission of the annual tax return.
3. The Offeror will prepare and submit the final, signed annual tax return to the India Tax Authorities well within the deadline.
4. The Offeror will follow-up with the India Tax Authorities for refunds due.
5. The Offeror will assist in the preparation of appeal documents should the need arise.
6. The Offeror will ensure that questions from the India tax authorities are addressed and resolved in a timely manner.

For all services, Offerors need to be available for real time communications (e.g., phone calls or video conferences) with the WSIB despite the time zone difference.

SECTION 3: OFFEROR MINIMUM QUALIFICATIONS

Unless otherwise specified, as of the final date for response submission, Offerors must meet all the following mandatory minimum qualifications as outlined below in order to be considered responsive to this RFQQ. Offerors who do not meet the following minimum requirements, or who do not comply with the material specifications, terms, and conditions of this RFQQ, may be considered non-responsive and may be rejected:

1. Affiliation with at least one of the following accounting firms: Deloitte Touche Tohmatsu Limited ("Deloitte"), PricewaterhouseCoopers International Limited ("PwC"), Ernst & Young Global Limited ("EY"), or KPMG International Limited ("KPMG").
2. Firm with experience in providing tax services to FPIs for a minimum of 10 years.

SECTION 4: RFQQ GENERAL INFORMATION

4.1 DEFINITIONS

- **"Apparently Successful Offeror"** means the Offeror selected by the Washington State Investment Board (WSIB) as entities qualified to perform the anticipated services.
- **"Contract"** means the written agreement between the WSIB and the Contractor setting forth the terms and conditions of the provision of services. Sample terms and conditions are attached to this RFQQ as Exhibit G.

- **“Contractor”** means a firm who enters into a contract through this RFQQ.
- **“Offeror”** means an entity intending to submit or submitting a response for the project.
- **“Response”** means all information submitted in response to this procurement, to include, questions, references, and requested additional information to ensure required screening and evaluation is conducted.

4.2 EXPECTED TIME PERIOD FOR CONTRACT

The period of any contract resulting from this RFQQ is scheduled to begin on or about April 1, 2026 and be potentially in effect through March 31, 2036.

SECTION 5: INSTRUCTIONS FOR COMPLETING AND SUBMITTING RESPONSES

5.1 WSIB CONTACT

The RFQQ Coordinator is the sole point of contact for this procurement action.

Throughout the duration of the procurement process, all communications are to be directed, in writing, to the contact listed below.

WASHINGTON STATE INVESTMENT BOARD
 2100 EVERGREEN PARK SW, P.O. BOX 40916
 OLYMPIA, WA 98504 0916
 ATTN: James W. Gayton, RFQQ COORDINATOR
 TELEPHONE: +1 (360) 956-4719
 E-MAIL: contracts@sib.wa.gov

NOTE: Contact with other WSIB staff or Board members not previously authorized by the RFQQ Coordinator regarding this procurement after issuance of this RFQQ may disqualify the Offeror.

5.2 INTENT TO RESPOND

Optional “Letters of Intent to Respond” in the format of Exhibit A attached hereto and any questions regarding this RFQQ must be in writing, set forth on the Offeror’s letterhead and should be received at the WSIB by **4:30 p.m. Pacific Time, May 23, 2024**. E-mail and facsimile transmissions are allowed if an authorized signature is affixed to the document. The “Letters of Intent to Respond” will be used to gauge how many responses the WSIB will be expecting in order to plan schedules. If a potential Offeror does not elect to submit a “Letter of Intent to Respond,” the Offeror may still submit a Response.

5.3 OFFEROR QUESTIONS

All questions received by the below due date will be responded to in writing and posted to the WSIB website at www.sib.wa.gov for retrieval and review. Offerors are encouraged to check the website frequently for this posting. It is incumbent on Offerors to obtain this information once posted to ensure their response is responsive.

5.4 SCHEDULE OF PROCUREMENT ACTIVITIES

The following schedule of activities must be adhered to by all Offerors.

EVENT	DATE
PRE-RESPONSE CONFERENCE	May 20, 2025 at 8:00 am Pacific Time Microsoft Teams Need help? Join the meeting now Meeting ID: 259 696 202 593 5 Passcode: pp6Po7ma

Dial in by phone
+1 564-999-2000,,399301689# United States, Olympia
(833) 322-1218,,399301689# United States (Toll-free)
Phone conference ID: 399 301 689#

LETTERS OF INTENT AND QUESTIONS DUE	May 23, 2025
RESPONSES TO QUESTIONS POSTED TO THE WSIB WEBSITE	May 30, 2025
RESPONSES DUE	June 13, 2025 at 2:30 pm Pacific Time
NOTIFICATION OF FINALISTS BY THE WSIB	August 4, 2025
INTERVIEWS (IF REQUIRED BY THE WSIB)	August 4 to August 29, 2025
CONTRACT NEGOTIATIONS WITH FINALISTS	September 1, 2025
ANNOUNCEMENT OF APPARENTLY SUCCESSFUL OFFEROR	On or about October 10, 2025
CONTRACT BEGINS	April 1, 2026

5.5 PROCUREMENT MODIFICATION

The WSIB reserves the right to change the Schedule or modify any part of the process, prior to the date fixed for submission of Responses, by issuance of an addendum. The WSIB also reserves the right to cancel or reissue the RFQQ in whole or in part, and for any reason, at the sole discretion of the WSIB at any time prior to execution of a Contract. In the event it becomes necessary to revise any part of the RFQQ, addenda will be posted on the WSIB website. Offerors are advised to check the site regularly prior to the due dates shown above.

5.6 PROCUREMENT INSTRUCTIONS

5.6.1 Submitting Responses

Please send an electronic copy of your Response to contracts@sib.wa.gov. The Response should be clearly labeled with the firm's name and "RFQQ 25-04 India Tax Consulting Services." Please include the full version of the complete Response marked as "Master Copy." The Response should be in Adobe Portable Document format (.pdf) with an available text layer (i.e., not flattened into an image). Please do not submit Responses as an Adobe portfolio or in any locked format.

The completed electronic version of your RFQQ Response must be delivered by the date and time listed in the schedule above. Earlier Responses are welcome, and **any Response delivered after the deadline will not be considered**. If multiple Responses are submitted without clear instruction from the Offeror otherwise, the WSIB will consider only the last received in time.

5.6.2 Offeror Confidential Information

If a Response contains information the Offeror considers confidential and proprietary, please mark it as such and include a second electronic version of the Response labelled "Copy for Reproduction" with the confidential portions redacted or omitted. Delete only sections or passages of confidential information, not the entire page, unless the entire page can be deemed confidential.

This electronic version will be used as the basis of a response to any Public Records Requests made for a copy of such Response. Where sections of confidential information have been deleted in this electronic version, insert this parenthetical text: "(CONFIDENTIAL INFORMATION REMOVED)" in at least 24-point bold-faced type. Please secure this electronic version of the "Copy for Reproduction" in a manner that will still allow the WSIB to copy the protected electronic file onto its servers, but will not allow editing of the information, nor allow access to redacted materials or information. In addition to the "Copy for Reproduction," please identify those portions that are claimed as confidential

in a Summary Letter pursuant to section 5.6.3, below. Those Responses not marked “Confidential” are subject to full disclosure under the Washington State Public Records laws, as will be any Responses marked “Confidential” in their entirety. For more complete information on the treatment of public records and confidential information, please see Section 5.7.

The WSIB reserves the right to retain all Responses and accompanying documentation submitted and to use any ideas contained in Responses regardless of whether that Response is selected for award. Responses retained shall become the property of the WSIB and will not be returned. Submission of a Response constitutes acceptance of all conditions contained in this RFQQ, unless clearly and specifically noted in the Response submitted and confirmed and expressly accepted in the subsequent contract between the firm and WSIB.

5.6.3 Information and Format Requirements

All the conditions set forth in this section must be included and addressed thoroughly and completely by the Offeror before the WSIB will accept a Response to this RFQQ. The RFQQ and exhibits are available at the WSIB website www.sib.wa.gov and should be downloaded for preparation of your response. Offerors are encouraged, but not required, to use the forms provided as exhibits to the RFQQ. If exhibit forms attached hereto are not utilized for responding, it is nevertheless mandatory that the same format be retained when drafting Offeror’s proposed approach to accomplishing the services to be provided in Section 2, *Statement of Work*, in this RFQQ.

Offerors are encouraged to describe the ways in which its service is unique or would add value to the WSIB. Please be succinct in the Response and, if certain services described in this RFQQ cannot be provided, please so state when appropriate. Responses must (i) include answers to all questions, (ii) comply with all requests for information to permit full and fair evaluation, and (iii) be separated into the following parts:

SECTION 1: Summary Letter

Please provide a stand-alone summary letter of the contents of the Offeror’s Response including all the subsection topics set forth therein. Please identify the portions of the Response claimed as confidential. DO NOT structure it in the format of a reference to sections of your firm’s overall response.

SECTION 2: General Information

Complete and include the General Information and Contact Sheet attached as part of Exhibit B by providing the following information:

- Name, mailing address, phone number, and fax number of legal entity with whom the Contract is to be written.
- Name, mailing address, phone number, fax number, and email address of primary contact for purposes of the administration of this RFQQ. Secondary contact information may also be provided.
- Name, mailing address, and phone number(s) of principal officer(s) of the Offeror.
- Legal status of Offeror (e.g., sole proprietorship, partnership, corporation, etc.) in its home jurisdiction.
- The location of the facilities from which the Offeror will primarily provide services under any Contract.

SECTION 3: Minimum Qualifications Certificate

Utilizing the format of Exhibit C and with supplemental pages as needed, please **set forth a full explanation** of how each mandatory minimum qualification is met by your firm. A mere conclusory assertion that a mandatory qualification is met is insufficient and may result in disqualification of the Response.

SECTION 4: Offeror Certifications and Assurances

The Certifications and Assurances form, Exhibit D, must be signed by a person with the authority to bind the Offeror to a contract, and included in the Offeror’s response.

SECTION 5: Questionnaire

Offerors should complete and include the Questionnaire attached as part of Exhibit E.

The compensation for providing services and advice under this RFQQ shall be subject to negotiation based on the Offeror's Response. Other expenses shall be affixed to the proposed fees accordingly.

The services detailed in the "Services to be Provided" section and the questionnaire of this RFQQ must be used to form the basis for the proposed fees listed in Exhibit E. Front loading of fees is not permitted. In no case will fees for the Contract be higher than the fee contained in the Response

Please note that additional sheets may be necessary to adequately respond to the Questionnaire. If an Offeror chooses not to use the Questionnaire document form provided with this RFQQ, please type and number each question as it appears in the Questionnaire.

SECTION 6: References

Please provide a listing of relevant references utilizing Exhibit F, with two being U.S. pension funds most similar in scope and purpose as that sought by the WSIB. Include a description of work performed, company name and address, contact person, phone number and duration of project. A minimum of five (5) references should be provided. Please also provide one reference that terminated Offeror's services recently.

SECTION 7: Proof of Insurance

Once selected for a Contract, an Apparently Successful Offeror must, at its own expense, obtain insurance coverage which shall be maintained in full force and effect during the term of the Contract. The Apparently Successful Offeror shall furnish evidence in the form of a Certificate of Insurance, and a copy shall be forwarded to the WSIB within fifteen (15) days of the notification as the Apparently Successful Offeror for insurance appropriate for the type of services being provided, which may include:

- Professional liability insurance
- Comprehensive Crime Coverage
- Privacy and Cyber Liability

A Contract will not be executed until verification of insurance coverage as set forth in the sample terms and conditions have been verified.

SECTION 8: Supplemental Information

Each Offeror may present any supplemental information which the Offeror deems appropriate. The Offeror may also provide supporting documentation, as necessary, for evaluators to determine relevance and value.

5.7 PROPRIETARY INFORMATION

All material submitted in response to this RFQQ shall become the property of the WSIB. Such material is subject to Public Records requests pursuant to Washington's Public Records Act ("PRA"), found in Chapter 42.56 RCW, as well as pursuant to rules promulgated by the WSIB, in Chapter 287-02 Washington Administrative Code ("WAC") and cases decided by Washington courts. The WSIB's Public Records policy may be viewed at:

https://www.sib.wa.gov/docs/policies/2_00_250.pdf

All materials submitted will be treated as confidential and exempt from disclosure until the successful Offeror(s) resulting from this RFQQ, if any, is announced by the WSIB. Thereafter, those materials are subject to disclosure, unless it has been properly designated as confidential and such material is exempt from disclosure under Washington laws. In general, unless particular material has been properly designated as confidential and exempt from disclosure under Washington laws, such materials will be deemed public records and subject to public records requests.

In the event that an Offeror seeks to designate portions of its response as exempt from disclosure under the provisions of Washington's laws, as noted, it is incumbent upon that Offeror to clearly identify those portions which are claimed as confidential in a Summary Letter. The Summary Letter must identify the page and particular exemption(s) from disclosure upon which it is making its claim. The generally available exemptions from disclosure are noted in the WSIB's public records policy. In addition, each page claimed to be exempt must be specifically and clearly identified by the word

“CONFIDENTIAL” printed on the page. **Designating the entire Response as confidential or proprietary information is not acceptable and will not be honored and may subject the Offeror’s Response to being rejected for not being responsive.**

WSIB will consider all requests for exemption from disclosure; however, the agency will make a decision predicated upon RCW 42.56.040 - .570 and current WSIB Public Records Policy. In so doing, WSIB will exercise good faith in responding to requests for disclosure of public records, will not discriminate between persons requesting records, and will protect legitimate and legally defensible confidentiality interests.

If any of the specifically requested information is marked as “confidential” in the Response but in the opinion of the WSIB does not conform to any one of the enumerated exemptions from disclosure in Chapter 42.56 RCW, such information will not be made available until three (3) business days after the affected Offeror has been notified that the information has been requested, to permit the Offeror an opportunity to contest the release of records sought in the Public Records request by seeking an injunction (court order).

Should an Offeror obtain a court order from a Washington State court of competent jurisdiction prohibiting disclosure of parts of its materials prior to the execution of the Contract, the WSIB will comply with the court order. The burden is upon an Offeror to evaluate and anticipate its need to maintain confidentiality and to proceed accordingly.

If the affected Offeror has undertaken proceedings within the timeframe to obtain a court order restraining the WSIB from disclosure of the “confidential” information within those three (3) days, the WSIB will not disclose such information until resolution of the court proceeding. Upon failure to make application for judicial relief within the allowed period and providing proper notice thereof, the information will be disclosed.

It should be noted, however, that time is of the essence in this solicitation process. Although the WSIB will work in good faith to accommodate legal proceedings concerning confidential information, a delay in execution of the Contract to accommodate a petition to the courts might not be possible or might not be granted.

5.8 RECORDS RETENTION

After the date of the announcement of the Apparently Successful Offeror, the WSIB will retain all products of information received under this procurement in accordance with Washington State record retention laws.

5.9 PREPARATION AND TRAVEL COSTS

Expenses for the development and submission of required information are the sole responsibility of the Offeror. The WSIB will not be liable for any costs associated with preparation and submission of information submitted in response to this RFQQ.

The Offeror assumes responsibility for their personnel’s travel and associated costs as they relate to this RFQQ. These costs must be considered in the cost of the fees that will be proposed.

5.10 RESPONSE EVALUATION

5.10.1 Evaluation Process

The ranking of Offerors’ Responses will be based upon the quality and completeness of the materials, an Offeror’s ability to meet WSIB’s needs, cost of proposed services, and any subsequently requested materials. Responses will be reviewed by evaluators who are representatives of the WSIB. The evaluators will rank written Responses and select a small group of Offerors as semifinalists to complete interviews. Thereafter, one or more finalists will be selected for contract negotiations, or the WSIB may elect to award and announce the Apparently Successful Offeror at that time.

The selection will be accomplished through the following process.

- A. Initially, the WSIB will review each Response for compliance with the minimum qualifications listed in Section 3 for responsiveness. Nonresponsive Responses will be rejected from further consideration. The WSIB will make the final determination on all Response rejections.

- B. Responses meeting the mandatory minimum qualifications will then be reviewed and ranked by the WSIB evaluation team. A non-exhaustive list of considerations is provided in Section 5.10.2, below.
- C. Following the selection of semifinalists based upon the written Response, the WSIB will conduct interviews. The topics and scope of the interviews will be provided when they are scheduled. Each of these semifinalist interviews are likely to require 1 to 3 hours.
- D. Following all such interviews, the WSIB will either:
 1. Select one or more of the semifinalists for contract negotiations, or
 2. Select and announce the Apparently Successful Offeror.
- E. A combination of the evaluations from the oral interviews, and contract negotiations (if any) will be used to select the Apparently Successful Offeror that, in the opinion of the WSIB staff, best meet the needs of the WSIB.

Throughout the selection process, WSIB reserves its sole discretion in awarding the Contract. WSIB reserves the right: (i) not to select any Response; (ii) to accept a Response other than the lowest cost Response submitted; (iii) to accept a Response other than the highest-ranking written Response submitted; or (iv) to reject any and all Responses received if such action is considered by WSIB in its sole discretion to be in the best interests of WSIB.

The WSIB reserves the right, at its sole discretion, to reject, without penalty, any and all Responses received. The final selection, if any, will be the Offeror, which, in the opinion of the WSIB, best meets the requirements set forth in the RFQQ and is in the best interest of the WSIB, and Washington State, and may not be the lowest cost Response.

In addition, pursuant to RCW 39.26.160(3) and consistent with Executive Order 18-03, the WSIB will evaluate Responses for Offerors who certify, pursuant to the certification included in this RFQQ 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. Offerors that do require their employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waiver will not be disqualified from evaluation of this RFQQ.

5.10.2 Evaluation Criteria

Evaluators will review the Response sections as outlined in the Evaluation Table below. The Description included in the table below is consistent with the question categories set forth in Exhibit E, Questionnaire. The criteria are provided to give Offerors guidance on certain factors evaluators will consider in ranking Responses.

Description	Criteria
Services	<ul style="list-style-type: none"> • Depth and breadth of experience serving organizations like the WSIB (i.e., multi-manager government pension FPIs). • Well-established, efficient process for tax filing and rendering tax advice. • Dedication to improving processes and client service. • History of no adverse proceedings or filings related to India tax filings.
The Firm	<ul style="list-style-type: none"> • Proportion of the firm that provides tax services to FPIs. • Commitment to keep current on changes in tax laws and communicating these to clients as applicable. • Comprehensive, clear, and actionable business continuity plan. • History of no adverse proceedings or filings against the firm.
Staffing	<ul style="list-style-type: none"> • Qualifications and experience on filing India taxes for FPIs. • Effectiveness in communication, written and oral. • History of staff retention in general and in the FPI tax filing department in particular.
Fees	<ul style="list-style-type: none"> • Competitive fees relative to other responding firms.

In addition, pursuant to RCW 39.26.160(3) and consistent with Executive Order 18-03, the WSIB will evaluate Responses for Offerors who certify, pursuant to the certification included in this RFQQ 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. Offerors that do require their employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waiver will not be disqualified from evaluation of this RFP.

5.11 ADDENDA TO THE RFQQ

In the event that it becomes necessary to revise any part of this RFQQ, an addendum or amendment will be posted on the WSIB solicitations page found at: [Jobs & Searches \(wa.gov\)](#), as well as the [Washington Electronic Business Solution \(WEBS\)](#).

5.12 SUBMISSION LIMIT

After submission, Offerors will not be allowed to amend their Response unless specifically asked to by the RFQQ Coordinator or their designee.

SECTION 6: WSIB RIGHTS

6.1 INFORMATION CLARIFICATION/REJECTIONS

Determination of clarity and completeness in the information requested under this RFQQ and contained in a Response will be made solely by the WSIB. The WSIB reserves the right to require or request clarification, additional information, and materials in any form relative to any or all of the provisions or conditions of this RFQQ.

6.2 CONTRACT AWARD

The WSIB intends to award a contract to the Offeror with the best combination of attributes based on the evaluation criteria listed in this RFQQ.

The WSIB reserves the right to make an award without further discussion of the Responses submitted. Therefore, the Response should be submitted initially on the most favorable terms which the Offeror can propose.

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

Should the WSIB fail to negotiate a contract with the Apparently Successful Offeror, the WSIB reserves the right to negotiate and contract with the next most qualified Offeror. The WSIB also reserves the right to contract with more than one Offeror.

6.3 WAIVERS

The WSIB reserves the right to waive specific terms and conditions contained in this RFQQ or immaterial errors in a Response. Any waiver, if granted, will be granted to all Offerors.

It shall be understood by Offerors that the information provided is predicated upon acceptance of all terms and conditions contained in this RFQQ unless the Offeror has obtained such a waiver, in writing, from the WSIB prior to submission of any requested information.

SECTION 7: MISCELLANEOUS TERMS AND CONDITIONS

7.1 COMPLAINTS

This RFQQ offers a complaint period for Offerors wishing to voice objections to the process described herein. The complaint period ends five (5) business days before the Response due date. The complaint period is an opportunity to voice objections, raise concerns, or suggest changes. Failure by an Offeror to raise a complaint at this stage shall waive its right to raise the objection for later consideration. The WSIB will consider complaints but is not required to modify or cancel the RFQQ. If complaints result in changes to the RFQQ, written amendments will be issued and posted as described above.

A complaint may be based only on one or more of the following grounds:

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

A complaint must:

- Be submitted to and received by the RFQQ Coordinator no less than five (5) business days prior to the deadline for bid submittal; and
- Be in writing.

A complaint should clearly articulate the basis of the complaint and include a proposed remedy.

When a complaint is received, the RFQQ Coordinator (or designee) will consider all the facts available and respond in writing prior to the deadline for Responses, unless more time is needed. The WSIB is required to promptly post the response to a complaint.

The RFQQ Coordinator's response to the complaint is final and not subject to administrative appeal. Issues raised in a complaint may not be raised again during the protest period described below. Furthermore, any issue, exception, addition, or omission not brought to the attention of the RFQQ Coordinator prior to bid submittal shall be deemed waived for protest purposes.

7.2 SUCCESSFUL OFFEROR NOTIFICATION

On or about the date specified in Section 5.2, an email indicating whether or not the Offeror was selected as the Apparently Successful Offeror will be sent to each Offeror in accordance with the procedures specified in this procurement.

7.3 DEBRIEFING OF UNSUCCESSFUL OFFERORS

Any Offeror who has submitted a Response and been notified that they were not selected as an Apparently Successful Offeror may request a debriefing. The request for a debriefing conference must be received by the RFQQ Coordinator within three (3) business days after such notice.

Discussion at the debriefing conference will be limited to the following:

- Evaluation and scoring of the Offeror's Response, and
- Critique of the requesting Offeror's Response based on the evaluation.

Comparisons between Responses or evaluations of the other Responses will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of thirty minutes.

7.4 PROTEST PROCEDURE

Protests may be made only by Offerors who submitted a Response to this RFQQ and participated in a debriefing conference. Upon completing the debriefing conference, an Offeror is allowed five (5) business days to file a protest of the results with the RFQQ Coordinator. Protests may be submitted by e-mail.

Offerors protesting this solicitation 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 Offerors under this RFQQ.

All protests must be in writing, addressed to the RFQQ Coordinator, and signed by the protesting party or an authorized agent. The protest must state the RFQQ number, 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.

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

- A matter of bias, discrimination or conflict of interest on the part of an evaluator
- Errors in computing the score
- Non-compliance with procedures described in the RFQQ

Upon receipt of a protest, the RFQQ Coordinator will forward it to a WSIB Protest Officer, who will be an employee delegated who was not involved in the solicitation. The Protest Officer 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 Offeror that also submitted a Response, such other Offeror will be given an opportunity to submit its views and any relevant information on the protest to the RFQQ Coordinator.

The final determination of the protest shall:

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

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

7.5 STAY OF CONTRACT EXECUTION DURING PROTESTS

In the event of a timely protest, the WSIB may proceed further with this RFQQ process but shall not execute a contract unless the protest is decided or until the Chief Executive Officer or a designee makes a written determination that the award of the contract without delay is necessary to protect substantial interests of the WSIB.

7.6 ENTITLEMENT TO COSTS

In addition to any other relief, when a protest is sustained and the protesting Offeror should have been awarded the contract under the procurement but is not, then (except if the protesting Offeror is found to be substantially at fault) the protesting Offeror shall be entitled to its reasonable submission preparation costs, but not attorneys' fees or anticipated profits.

7.7 GENERAL CONTRACT TERMS AND CONDITIONS

Exhibit G of this RFQQ contains the special and general terms and conditions of the contract the WSIB expects the Apparently Successful Offeror to agree to for the services described above and in its Response.

The submission of a Response constitutes acceptance by the Offeror of the terms and conditions unless otherwise noted in the Response.



The WSIB's intent is to have Exhibit G accepted as incorporated into the Contract without material changes. It is strongly recommended that Offeror's legal counsel review Exhibit G. If an Offeror is unwilling or unable to accept such terms, all revisions or exceptions to such terms must be included in a revised markups or "redline" of Exhibit G provided in Word format. However, the WSIB reserves the right at its sole discretion to approve or disapprove proposed changes to the contract, and the WSIB, during the RFQQ process, reserves the right to make additional changes to the Contract.