

Request for Quotation and Qualification

RFQQ 2021 0928

for

***Business Development Organization to Manage the
Minority and Women's Business Enterprise Support
Services Program***

by the

Washington State

Department of Transportation

Release Date: September 28, 2021

Due Date and Time

November 2, 2021 at 2:00 PM

The RFQQ Coordinator is the **SOLE POINT OF CONTACT** at WSDOT for this procurement.
All communication between the bidding Proposers and WSDOT shall be with the RFQQ
Coordinator.

Carol Kirsch, RFQQ Coordinator
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Vaccine Mandate Statement:

In light of the COVID-19 pandemic, Washington State Governor Jay Inslee has issued a Proclamation directing mandatory vaccination for all cabinet agency state employees, which includes WSDOT. This requirement extends to contractors who may be physically present on WSDOT owned, leased, or controlled property and right-of-way in the conduct of their work. Contractors will need to acknowledge, in writing, their acceptance of these terms as a condition of the contract. Please note that WSDOT has elected to implement the “Path Two” option within the Governor’s Vaccination Proclamation requirements. Under Path Two, contractors are required to assume responsibility for the vaccination verification and accommodation requirements set forth in the Proclamation. Therefore, WSDOT contractors must certify that all employees of the contractor, and employees of any subcontractors, working “on site” comply with the terms and requirements of the Vaccine Mandate Proclamation. The mandate only applies to contract employees who are physically present on WSDOT property and does not apply to contractors working from locations which are not considered “on site.” The Governor’s Office has created a [resource website](#) that contains FAQ’s and information for complying with [Proclamation 21-14.1](#).

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Appendix C: *MWBE Participation Form [if applicable]*

Appendix D: *Compliant and Protest Procedures*

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Appendix H: *Wage Theft Prevention Certification*

Appendix I: *Executive Order 18-03 -Worker's Rights Certification*

Appendix J: *Contract Exception Log*

SECTION 1

1. INTRODUCTION

1.1. Background

The Washington State Department of Transportation's (WSDOT) Minority and Women Business Enterprises Support Services (MWBESS) program provides funding for supportive services and training to females, minorities, and other socially and economically disadvantaged firms determined to be eligible to participate in accordance with 23 CFR part 230 Subpart B, and 49 CFR Part 26 and have a work specialty related to the highway construction and consulting industry. The program's goals are to 1) increase diversity in the highway construction workforce and 2) to create parity within the highway construction trades. The majority of those trained with this funding will be women, minorities, and other socially or economically disadvantaged business owners. This solution will result in an increased pool of qualified workers, increased diversity in WSDOT's construction and consulting projects, and a pathway reach parity on the state construction and consulting program.

1.2. Purpose

WSDOT is initiating this solicitation to acquire a Business Development Organization (BDO) to manage and deliver the MWBESS Program. The BDO will be required to pair firms with appropriate service providers, assess quality of service, monitor training objectives, act as a liaison between consultants and MWBEs, track expenditures and report all instances of assistance provided.

1.3. Acquisition Authority

WSDOT issues this Request for Quotation and Qualifications (RFQQ) acting under the delegated authority of the Department of Enterprise Services and Chapter 39.26, of the Revised Code of Washington (RCW).

1.4. Contract Term

It is anticipated that the term of the resulting Contract will be through June 30, 2023, commencing on the effective date of the Contract. WSDOT, at its sole discretion, may initiate extending the Contract for up to one (1) additional two- (2) year term.

1.5. Definitions

“Acceptable Alternative” shall mean a Vendor-proposed option that WSDOT considers satisfactory in meeting a Mandatory requirement. WSDOT, at its sole discretion, will determine if the proposed alternative meets the intent of the original Mandatory requirement.

“Apparent Successful Vendor” (ASV) shall mean the Vendor(s) who: (1) meets all the requirements of this RFQQ, **and** (2) receives the highest number of total points.

“Business Days” or “Business Hours” shall mean Monday through Friday, 8 AM to 5 PM, local time in Olympia, Washington, excluding Washington State holidays.

“Contract” shall mean the RFQQ, the Vendor Response, Contract documents, all schedules and exhibits, and all amendments awarded pursuant to this RFQQ.

“Delivery Date” shall mean the date by which the ordered MWBE Support Services and supporting services must be delivered.

“OMWBE” shall mean Office of Minority and Women’s Business Enterprises certified by the Washington State Office of Minority and Women’s Business Enterprises.

“Products” shall mean Software and/or Services as defined in this section.

“RCW” means the Revised Code of Washington.

“Response” shall mean the written proposal submitted by Vendor to WSDOT in accordance with this RFQQ. The Response shall include all written material submitted by Vendor as of the date set forth in the RFQQ schedule or as further requested by WSDOT.

“Services” may include both Professional Services and Client Services and shall mean those Services provided by Vendor relating to the solicitation, deployment, development and/or implementation activities that are appropriate to the scope of this solicitation.

“Single Award” Only one (1) ASV will be identified via this procurement. WSDOT intends to award only one (1) Contract.

“State” shall mean the state of Washington.

“Statement of Work” (SOW) shall mean the statement of work included in, or attached to, the resulting Contract between Vendor and WSDOT for Vendor’s Software, and/or Services to be accomplished under the terms and conditions of the resulting Contract.

“Subcontractor” shall mean one not in the employment of Vendor, who is performing all or part of the Software, and/or Services under the resulting Contract under a separate contract with Vendor. The term “Subcontractor” means Subcontractor(s) of any tier.

“Vendor” shall mean a company, organization, or entity submitting a Response to this RFQQ.

“WSDOT” shall mean the Washington State Department of Transportation.

1.6. Award

WSDOT at its sole discretion may award one (1) contract as a result of this contract.

1.7. Types and Components of Contract

General

WSDOT will award one contract to act as the WSDOT MWBE support services provider described in this RFQQ.

All services to be performed for WSDOT under the Contract shall be documented in a Statement of Work (SOW) established between the WSDOT and the Vendor. The SOW will reference the Contract by number, describe the scope of work to be performed, and the estimated total cost of the project.

Additional services that are appropriate to the scope of work for this RFQQ, as determined by WSDOT, may be added to the resulting Contract by written amendment mutually agreed to and executed by both parties prior to work beginning.

1.8. Funding

Any contract awarded as a result of this procurement is contingent upon the availability of funding.

SECTION 2

2. SCHEDULE

This RFQQ is being issued under the following Schedule. The Response deadlines are mandatory and non-negotiable. Failure to meet any of the required deadlines will result in disqualification from participation.

All times are local time, Olympia, WA.

Date of Issue	September 28, 2021	
Final Vendor Questions and Comments due	No later than October 5, 2021	2:00 PM
States Final Written Answers Issued	October 12, 2021	
Complaint Period Ends	October 19, 2021	
Bids Due	No later than November 2, 2021	2:00 PM
Evaluation Period	November 3-8, 2021	
Apparent Successful Bidder Announced (Intent to Award)	November 9, 2021	
Debrief Request Period Ends	3 business days after the Apparent Successful Bidder is announced.	
Protest Period Ends	5 business days after requested debrief conference is held.	
Formal Award Announced and Contract negotiations begins	November 23, 2021	

WSDOT reserves the right to revise the above schedule.

SECTION 3

3. ADMINISTRATIVE REQUIREMENTS

3.1. RFQQ Coordinator (Proper Communication)

Upon release of this RFQQ, all Vendor communications concerning this solicitation must be directed to the RFQQ Coordinator listed below. With the exception of the Office of *Minority and Women's Business Enterprises*, (reference Subsection 3.23), unauthorized contact regarding this solicitation with other state employees involved with the solicitation may result in disqualification. All oral communications will be considered unofficial and non-binding on the State. Vendors should rely only on written statements issued by the RFQQ Coordinator.

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3.2. Vendor Questions

Vendor questions regarding this RFQQ not addressed in the Pre-Response Conference will be allowed until the date and time specified in the Schedule (Section 2). Vendor questions must be submitted via email to the RFQQ Coordinator. An official written WSDOT response will be provided for Vendor questions received by this deadline. Written responses to Vendor questions will be posted on the Washington Electronic Business Solution (WEBS) website at <https://fortress.wa.gov/ga/webscust/>.

The Vendor that submitted the questions will not be identified. Verbal responses to questions will be considered unofficial and non-binding. Only written responses posted in WEBS will be considered official and binding.

3.3. Vendor Comments Invited

Vendors are encouraged to review the mandatory requirements of this RFQQ carefully and submit any comments and recommendations to the RFQQ Coordinator. Where mandatory requirements appear to prohibit or restrict your firm's participation, an explanation of the issue with suggested alternative language should be submitted in writing to the RFQQ Coordinator by the deadline for Vendor Questions, Comments, and Complaints in the *Schedule* (Section 2).

3.4. Delivery of Responses

It is mandatory that Vendors submit all copies of their Responses by the date and time in Section 2, Schedule, to the RFQQ Coordinator at the email address specified in RFQQ Coordinator (Section 3.1).

The Response, in its entirety, must be received by the RFQQ Coordinator in accordance with the Solicitation Schedule. Responses are to be sent via e-mail unless other arrangements are agreed upon in advance and in writing by the RFQQ Coordinator. Late Responses will not be accepted

and will be automatically disqualified from further consideration. The "receive date/time" posted by the RFQQ Coordinator's e-mail system will be used as the official time stamp and may not be the exact time. WSDOT assumes no responsibility for delays caused by network problems or any other party.

3.5. Response Contents

3.5.1 The Response must contain information responding to all mandatory requirements in Sections 3 through 6, completed client references, and must include the signature of an authorized Vendor representative on all documents required in the appendices.

The Response should be submitted in two (2) electronic files volumes containing what is listed below. This separation of documentation protects the integrity of the State's evaluation process. No mention of the cost response may be made in File 1.

Electronic File 1:

Vendor's cover letter explicitly acknowledging receipt of all RFQQ revisions issued, if any
The Response to the Vendor requirements (Section 4)
The Response to the Experience and Skill requirements (Section 5)

Electronic File 2:

The Responses to the financial requirements and Cost Model (Section 6)
The cost response in a completed *Cost Model* (Appendix E)
Vendor's signed and completed *Certifications and Assurances* (Appendix A)
Vendor's MWBE Certification (Appendix C), if applicable
Vendor's Wage Theft Prevention Certification (Appendix H)
Vendor's signed Worker's Rights Certification (Appendix I)
Vendor's exceptions and/or proposed revisions to the Contract. Exception Log (Appendix J)
Vendor's Response Checklist (Appendix F)

Failure to provide any requested information in the prescribed format may result in disqualification of the Vendor.

3.6. Response Presentation and Format Requirements

The following requirements are mandatory (M) in responding to this RFQQ. Failure to follow these requirements may result in Vendor disqualification.

- A. The signature block in Appendix A, *Certifications and Assurances*, must be signed by a representative authorized to bind the company to the offer.
- B. Vendor must respond to each question/requirement contained in MSVWBE Support Services of this RFQQ, and complete the Cost Model, Appendix E. Failure to comply with any applicable item may result in the Response being disqualified.
- C. Each of the RFQQ requirements are numbered and titled. In each requirement title is a designation indicating how the Response will be evaluated:
 - i. For Mandatory requirements (M), the Response must always indicate explicitly whether or not the Vendor's proposed solution meets the requirement. A statement, "(Vendor Name) has read, understands, and fully complies with this requirement" is acceptable, along with any additional information requested.

- ii. For Mandatory Scored (**MS**) and Desirable Scored (**DS**) items, the Response must always indicate explicitly whether or not the Vendor's proposed solution meet the requirement, and describe how the proposed Vendor's solution will accomplish each requirement or are desirable as it relates to the service(s) proposed.
 - iii. Items marked **Optional** will not be scored. Vendors must indicate explicitly whether or not the Vendor's proposed solution meet the requirement, and describe how the proposed Vendor's solution will accomplish each requirement or are desirable as it relates to the service(s) proposed.
- D. Pages must be numbered consecutively within each section of the Response showing Response section number and page number.
 - E. Figures and tables must be numbered and referenced in the text of the Response by that number. Foldouts containing charts, spreadsheets, and oversize exhibits are permissible.
 - F. Response prices must be submitted using the Cost Model, Appendix E. Separate price quotes attached to this document or submitted in some other form will not be accepted as a valid Response.
 - G. The Response, as well as any reference materials presented by Vendor, must be written in English and Vendor must provide all rates in United States dollars.
 - H. The Response must be in an unlocked Word, Excel, or PDF. Other file formats may be accepted with prior approval of the RFQQ Coordinator.

3.7. Cost of Response Preparation

WSDOT will not reimburse Vendors for any costs associated with preparing or presenting a Response to this RFQQ.

3.8. No Best and Final Offer

WSDOT reserves the right to make an award without further discussion of the Response submitted; *i.e.*, there will be no best and final offer request. Therefore, the Response should be submitted on the most favorable terms that Vendor intends to offer.

3.9. Response Property of WSDOT

All materials submitted in response to this solicitation become the property of WSDOT, unless received after the deadline in which case the Response is returned to the sender. WSDOT has the right to use any of the ideas presented in any material offered. Selection or rejection of a Response does not affect this right.

3.10. Proprietary or Confidential Information

Any information contained in the Response that is proprietary or confidential must be clearly designated. Marking of the entire Response or entire sections of the Response as proprietary or confidential will not be accepted nor honored. WSDOT will not accept Responses where pricing is marked proprietary or confidential, and the Response will be rejected.

To the extent consistent with chapter 42.17 RCW, the Public disclosure Act, WSDOT shall maintain the confidentiality of Vendor's information marked confidential or proprietary. If a request is made to view Vendor's proprietary information, WSDOT will notify Vendor of the

request and of the date that the records will be released to the requester unless Vendor obtains a court order enjoining that disclosure. If Vendor fails to obtain the court order enjoining disclosure, WSDOT will release the requested information on the date specified.

The State's sole responsibility shall be limited to maintaining the above data in a secure area and to notify Vendor of any request(s) for disclosure for so long as WSDOT retains Vendor's information in WSDOT records. Failure to so label such materials or failure to timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Vendor of any claim that such materials are exempt from disclosure.

3.11. Waive Minor Administrative Irregularities

WSDOT reserves the right to waive minor administrative irregularities contained in any Response. Additionally, WSDOT reserves the right, at its sole option, to make corrections to Vendors' Responses when an obvious arithmetical error has been made in the price quotation. Vendors will not be allowed to make changes to their quoted price after the Response submission deadline.

3.12. Errors in Response

Vendors are liable for all errors or omissions contained in their Responses. Vendors will not be allowed to alter Response documents after the deadline for Response submission. WSDOT is not liable for any errors in Responses. WSDOT reserves the right to contact Vendor for clarification of Response contents.

In those cases where it is unclear to what extent a requirement or price has been addressed, the evaluation team(s) may, at their discretion and acting through the RFQQ Coordinator, contact a Vendor to clarify specific points in the submitted Response. However, under no circumstances will the responding Vendor be allowed to make changes to the proposed items after the deadline stated for receipt of Responses.

3.13. Withdrawal of Response

Vendors may withdraw a Response that has been submitted at any time up to the Response due date and time (identified on the *Schedule*, Section 2). To accomplish Response withdrawal, a written request signed by an authorized representative of Vendor must be submitted to the RFQQ Coordinator. After withdrawing a previously submitted Response, Vendor may submit another Response at any time up to the Response submission deadline.

3.14. Amendments/Addenda

WSDOT reserves the right to change the *Schedule* or other portions of this RFQQ at any time. WSDOT may correct errors in the solicitation document identified by WSDOT or a Vendor. Any changes or corrections will be by one or more written amendment(s), dated, and attached to or incorporated in and made a part of this solicitation document. All changes must be authorized and issued in writing by the RFQQ Coordinator. If there is any conflict between amendments, or between an amendment and the RFQQ, whichever document was issued last in time shall be controlling. In the event that it is necessary to revise or correct any portion of the RFQQ, a notice will be posted in WEBS.

3.15. Right to Cancel

With respect to all or part of this RFQQ, WSDOT reserves the right to cancel or reissue at any time without obligation or liability.

3.16. Selection of Apparent Successful Vendor

All Vendors responding to this solicitation will be notified by mail or e-mail when WSDOT has determined the ASV. The ASV will be the respondent who: (1) meets all the requirements of this RFQQ; and (2) receives the highest number of total points as described in Section 8.6, *Vendor Total Score*. The date of announcement of the ASV will be the date the announcement is made in WEBS.

3.17. Contract Requirements

To be responsive, Vendors must indicate a willingness to enter into a Contract substantially the same as the proposed contract in Appendix B, by signing the *Certifications and Assurances* located in Appendix A.

Any specific areas of dispute with the attached terms and conditions must be identified in the Response using Appendix E, Contract Exception Log and may, at the sole discretion of WSDOT, be grounds for disqualification from further consideration in the award of a Contract.

Under no circumstances is a Vendor to submit their own standard contract terms and conditions as a response to this solicitation. WSDOT expects the final Contract signed by the ASV to be substantially the same as the proposed contract located in Appendix B.

The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during negotiation of the final Contract.

The ASV will be expected to execute the Contract within 5 Business Days of its receipt of the final Contract. If the selected Vendor fails to sign the Contract within the allotted 5 days time frame, WSDOT may elect to cancel the award, and award the Contract to the next ranked Vendor, or cancel or reissue this solicitation (see Section 3.15, *Right to Cancel*). Vendor's submission of a Response to this solicitation constitutes acceptance of these contract requirements.

3.18. No Costs or Charges

No costs or charges under the proposed Contract may be incurred before the Contract is fully executed.

3.19. Incorporation of Documents into Contract

This solicitation document, all addendums and the Response will be incorporated into any resulting Contract.

3.20. Minority and Women Business Enterprise, Small Business, and Veteran Business Participation

WSDOT encourages participation in this contract by Minority and Women Business Enterprise, Small Business, and Veteran Business as defined in WAC 326-02-030 and RCW 43.60A.010.

Voluntary Minority and Women Business Enterprise, Small Business, and Veteran-owned Business participation goals have been established for the Contract in the following amounts: 10% Minority and Women Business Enterprise, 5% Small Business, 5% Veteran-owned Business. Achievement of these goals is encouraged. However, no minimum level of Minority, Women, Small Business, or Veteran participation shall be required as a condition of Contract award. Vendors will not be rejected or considered non-responsive if they do not include Minority and Women Business Enterprise, Small business, and Veteran business.

To find out the names of potential sub-contractor firms, Vendors may contact the Office of Minority and Women's Business Enterprises (OMWBE) for information on certified Minority and Women Business Enterprise firms at (360) 664-9750; WSDOT's Office of Equal Opportunity (OEO) for information on available Small Businesses at (360) 705-7090; and the Washington State Department of Veterans Affairs (WDVA) for information on certified Veteran and Service member owned Businesses at (360) 725-2200.

Vendors who are OMWBE certified or intend on using OMWBE certified subcontractors should identify such participation in **OMWBE Participation form, Appendix C**.

3.21. No Obligation to Contract/Buy

WSDOT reserves the right to refrain from Contracting with any and all Vendors. Neither the release of this solicitation document nor the execution of a resulting Contract obligates WSDOT to make any purchases.

3.22. Non-Endorsement and Publicity

In selecting a Vendor to supply Products or Services to the state of Washington, the State is neither endorsing Vendor's Products, nor suggesting that they are the best or only solution to the State's needs. By submitting a Response, Vendor agrees to make no reference to WSDOT or the state of Washington in any literature, promotional material, brochures, sales presentation or the like, regardless of method of WSDOT attribution, without the prior review and express written consent of WSDOT.

3.23. Optional Vendor Debriefing

Only Vendors who submit a Response may request an optional debriefing conference to discuss the evaluation of their Response. The requested debriefing conference must occur on or before the date specified in the *Schedule* (Section 2). The request must be by email addressed to the RFQQ Coordinator.

The optional debriefing will not include any comparison between the Response and any other Responses submitted. However, WSDOT will discuss the factors considered in the evaluation of the requesters Response and address questions and concerns about Vendor's performance with regard to the solicitation requirements. Further information regarding the grounds for, filing and resolution of protests is contained in Appendix D, *Complaint, Debrief and Protest Procedures*.

3.24. Complaint, Debrief, and Protest Procedures

Vendors who have submitted a Response to this solicitation and have had a debriefing conference may make protests. Upon completion of the debriefing conference, a Vendor is allowed five (5) Business Days to file a formal protest of the solicitation with the RFQQ Coordinator. Further information regarding the grounds for, filing and resolution of protests is contained in Appendix D, *Complaint, Debrief and Protest Procedures*.

3.25. Wage Theft Prevention

Vendors must represent and warrant that neither it nor its principals or affiliates have, within the three-year period prior to the date of this solicitation, been determined, by a final order of the Washington Department of Labor and Industries or a court of competent jurisdiction, to be in willful violation of state wage laws. Said signed certification shall be in the form attached as the Wage Theft Prevention Certification form, Appendix H.

3.27 Workers' Rights Certification,

Vendor certifies compliance with the Washington State Governor's Executive Order 18-03 (dated June 12, 2018), the Washington State Department of Transportation is seeking to contract with qualified entities and business owners who certify that their employees are not, as a condition of employment, subject to mandatory individual arbitration clauses and *class or collective action waivers*. *Worker's Rights Appendix I*

3.28 Gifts

Vendors shall comply with all applicable sections of the State Ethics law, RCW 42.52, which regulates gifts to State officers and employees. Under that statute, any State officer or employee who has or will participate with the Vendor regarding any aspect of the Contract involving the purchase of goods or services is prohibited from seeking or accepting any gift, gratuity, favor or anything of economic value from the Vendor. Neither the Vendor nor any agent or representative shall offer anything of economic value as a gift, gratuity or favor directly or indirectly to any such officer or employee.

3.29 Equal Employment Opportunity

Discrimination in all phases of contracted employment, consultant activities, contracting activities, and training is prohibited by Title VI, Non-Discrimination, Title 49 C.F.R. Part 21 and Title VII of the Civil Rights Act; 42 U.S.C. § 12101 et seq.; Americans With Disabilities Act and Chapter 49.60 RCW, Washington Law Against Discrimination, and other Laws and Regulations. The referenced legal citations establish the minimum requirements for affirmative action efforts and define the basic nondiscrimination provisions that will be detailed in the Contract.

3.30 Title VI Notice to the Public

It is Washington State Department of Transportation (WSDOT) policy to ensure no person shall, on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits of, or be otherwise discriminated against under any of its federally funded programs and activities. Any person who believes his/her Title VI protection has been violated may file a complaint with WSDOT's Office of Equal Opportunity (OEO). For Title VI complaint forms and advice, please contact OEO's Title VI Coordinator at 360-705-7082 or 509-324-6018.

3.31 Public Disclosure

Materials submitted in response to this RFQ shall become the property of WSDOT. All responses received shall remain confidential until the apparent successful bidder is announced, per RCW 39.26.030. Thereafter, the responses shall be deemed public records as defined in chapter 42.56 RCW.

In the event a Vendor desires to claim portions of its response as exempt from public disclosure, the Vendor shall identify those portions as an attachment to their response and provide the legal basis for the exemption. Vendor's identifying the entire response or entire sections of the response as proprietary or confidential will be considered non-responsive. WSDOT will not accept responses in which pricing is marked proprietary or confidential, and the response will be deemed non-responsive and rejected.

To the extent consistent with chapter 42.56 RCW, the Public Disclosure Act, WSDOT shall maintain the confidentiality of Vendor's information marked confidential or proprietary. If a

request is made to view the portions of the response a Vendor has marked as proprietary or confidential, WSDOT will notify the Vendor of the request and of the date that the records will be released to the requester unless Vendor obtains a court order enjoining that disclosure. If Vendor fails to obtain the court order enjoining disclosure, WSDOT will release the requested information on the date specified.

WSDOT's sole responsibility shall be limited to maintaining the Vendor identified proprietary or confidential information in a secure area and to notify the Vendor of any request(s) for disclosure for so long as WSDOT retains the Vendor's information in WSDOT records. Failure to so label such materials or failure to timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Vendor of any claim that such materials are exempt from disclosure.

SECTION 4

4 VENDOR REQUIREMENTS

Respond to the following requirements per the instructions in Section 3 Administrative Requirements.

4.1. (M) Vendor Profile

Vendor must provide the legal business name, legal status (e.g., corporation, sole proprietor, etc.) and the year the entity was organized to do business as the entity now substantially exists, Washington State Uniform Business Identification (UBI) number, the home office address, and telephone and fax numbers, web site URL (if any), and organizational chart of the legal entity with whom WSDOT may execute any Contract arising from this RFQQ, including the names and titles of Vendor's principal officers..

4.2. (M) Vendor Organizational Capabilities

Vendor must provide a brief description of its entity (including business locations, size, areas of specialization and expertise, client base and any other pertinent information that would aid an evaluator in formulating a determination about the stability and strength of the entity), including the Vendor organization's experience and history with the following areas that are critical to the successful accomplishment of functions to manage the MSVWBE Support Services program:

- Successful Vendor will coordinate MSVWBE Support Services program services:
 - Provide technical services management: monthly program reports, track program expenditures, submit monthly invoices, assess and track MSVWBE business and work capabilities and track individual firm expenditures, using MSVWBE Support Services provided forms.
 - Coordinate the MSVWBE Support Services Program by providing business development, either through classroom or one-on-one counseling, services in the following areas:
 - Accounting practices: An estimated 20 percent of the services will include bookkeeping, understanding Washington's State's Indirect Cost Rate, Federal Acquisition Rules, pricing, audit preparation, tax advice, reporting, applying best practices, knowledge of the Safe Harbor program and administering certified payroll. Also including schedule of values, liens insurance, intent to pay prevailing wages, sales tax requirements, payment terms billing for materials on hand, and deposits.
 - Bid Preparation: An estimated 15 percent of the services will include how to prepare a proper bid response, submit a bid, and submit a scope.
 - Bonding Assistance: An estimated 5 percent of the services will include understanding requirements and application assistance.
 - Business Development: An estimated 20 percent of the services will include a Business Plan Development, general business assistance, and capabilities statement.
 - Change Order Assistance: An estimated 5 percent of the services will include understanding, properly documenting and implementing change orders.
 - Legal Guidance: An estimated 5 percent of the services will include contract review and prompt pay disputes.
 - Marketing and Sales Advisement: An estimated 5 percent of the services will include assistance for contractors and professional service providers, marketing to primes.
 - Prompt Pay Advisement: An estimated 5 percent of the services will include filing statement of intent, record of materials, and certified payrolls.

- Scheduling: An estimated 5 percent of the services will include understanding requirements from higher tier contractors.
- Workflow & Operations Management: An estimated 15 percent of the services will include understanding logistics of “people power” and materials movement, managing operations, dealing with the daily requirements, and understanding the submittal process.

4.3. (M) Vendor Account Manager

Vendor shall appoint an Account Manager who will provide oversight of Vendor contract activities. Vendor’s Account Manager will be the principal point of contact concerning Vendor’s performance under this Contract. Vendor shall notify the WSDOT Contract Administrator, in writing, when there is a new Vendor Account Manager assigned to this Contract. The Vendor Account Manager information is:

Vendor Account (Manager):

Address:

Phone:

Fax:

E-mail:

4.4. (M) Vendor Licensed to do Business in Washington

Within thirty (30) days of being identified as the ASV, Vendor must be licensed to conduct business in Washington, including registering with the Washington State Department of Revenue. The Vendor must collect and report all applicable taxes

4.5. (M) Use of Subcontractors

WSDOT will accept Responses that include third party involvement only if the Vendor submitting the Response agrees to take complete responsibility for all actions of such Subcontractors. Vendors must state whether Subcontractors are/are not being used, and if they are being used, Vendor must list them in response to this subsection. WSDOT reserves the right to approve or reject any and all Subcontractors that Vendor proposes. Any Subcontractors engaged after award of the Contract must be pre-approved, in writing, by WSDOT.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 RCW. Vendors should familiarize themselves with the requirements prior to submitting a Response.

4.6. (M) Prior Contract Performance

Vendor must submit full details of all Terminations for Default for performance similar to the solution requested by this RFQQ experienced by the Vendor in the past five (5) years, including the other party’s name, address and telephone number.

“Termination for Default” is defined as notice to Vendor to stop performance due to the Vendor’s non-performance or poor performance and the issue was either: (a) not litigated; or (b) litigated and such litigation determined the Vendor to be in default.

Vendor must describe the deficiencies in performance, and describe whether and how the deficiencies were remedied. Vendor must present any other information pertinent to its position on the matter.

WSDOT will evaluate the information and may, at its sole discretion, reject the Response if the information indicates that completion of a Contract resulting from this RFQQ may be jeopardized by selection of the Vendor.

If the Vendor has experienced no such Terminations for Default in the past five years, so declare.

4.7. (M) Insurance

The ASV whose solution requires the vendor to perform any form of work related to this Contract at WSDOT locations is required to obtain insurance to protect the State should there be any claims, suits, actions, costs, or damages or expenses arising from any negligent or intentional act or omission of the Vendor or its Subcontractor(s), or their agents, while performing work under the terms of any Contract resulting from this solicitation. Vendors will find a complete description of the specific insurance requirements in the proposed contract terms in Appendix B, *Model Contract*.

4.8. (M) Documentation

Vendor must describe all documentation associated with the solution being offered and is available to WSDOT. Description will include the available documentation, the format of the documentation (e.g. electronic, digital media, hard copy), quantity provided with solution, the frequency of documentation updates and how updates are delivered.

SECTION 5

5. EXPERIENCE and SKILL QUALIFICATIONS

5.2 (MS) Staff Qualifications

Vendor Must submit a response for all of the Skill Categories listed in this section. The response for each skill category will be evaluated independently:

- 5.1.1.1. Working with socially and economically disadvantaged individuals: supporting public agencies; to include planning, organizing and following MWBE Supportive Services (MWBE/SS) program processes, supporting, coordinating and controlling the activities of sub-consultants; and full cooperation with OEO personnel.
- 5.1.1.2. Direct Work History – Coordinate the MWBE/SS Program by providing business development, either through classroom or one-on-one counseling (includes remote options), and by providing the following technical services:
 - 10 years’ experience providing Accounting assistance including: Bookkeeping, understanding Washington’s State’s Indirect Cost Rate, pricing, audit preparation, tax advice, reporting, applying best practices, knowledge of the Safe Harbor program, and administering certified payroll. Also including schedule of values, liens insurance, intent to pay prevailing wages, sales tax requirements, payment terms billing for materials on hand, and deposits.
 - 10 years’ experience providing Bid Preparation assistance including: How to prepare a proper bid response, submit a bid, and submit a scope.
 - 10 years’ experience providing Bonding Assistance including: Understanding requirements.
 - 10 years’ experience providing Business Development assistance including: Business Plan creation and development, and creation of capabilities statement.
 - 5 years’ experience providing Change Order Assistance including: Understanding how to receive a second look.
 - 5 years’ experience providing Legal Services including: contract review and prompt pay disputes.
 - 5 years’ experience providing Marketing and Sales Advisement including: marketing to primes with technology, in person and telephonically sales advice.
 - 5 years’ experience providing Prompt Pay Advisement including: Filing statement of intent, record of materials, and certified payrolls.
 - 5 years’ experience providing Scheduling assistance including: Understanding requirements from higher tier contractors
 - 10 years’ experience providing Workflow & Operations Management assistance including: Understanding logistics of “people power” and materials movement, managing operations, and dealing with the daily requirements.

5.2. (MS) Resumes

Vendor must provide the professional résumé describing the educational and work experiences for the consultants who would be assigned to the project. Vendors may remove personal identification information from résumés prior to submittal (e.g., name, address, and telephone numbers).

Do not exceed two typewritten, single-sided pages for each résumé. Resumes should contain the following information in the order shown:

- Skill Category
- Name of candidate and Work Title
- Experience Level
- Employment Status with Vendor
- Number of Years' Experience
- Related Work Experience Summary
- Education/Certifications

Vendor may propose an alternate individual if, at Contract award or any time thereafter, any specifically named individual(s) identified in the Response to work on this engagement is not available. However, WSDOT has the right to approve or reject any change in Vendor personnel.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 RCW. Vendors should familiarize themselves with the requirements prior to submitting a Response.

5.3. (MS) Client References

Vendor must ensure that a minimum of three (3) of its commercial and/or government clients submit completed reference forms (see Appendix G) for each skill category directly to the RFQQ Coordinator by the deadline set forth in the Schedule (Section 2).

The Products/Services provided to these clients must be similar to those requested by this RFQQ. Each client must currently use the Product/Service for at least one year.

References must not be from a person, company or organization with any special interest, financial or otherwise, in the Vendor.

Vendor is responsible for ensuring that its clients submit their reference information directly to the RFQQ Coordinator by the date and time Vendor Responses are due as specified in the Schedule (Section 2). Vendor must select clients who will respond in a timely manner with objective information concerning the Products/Services they have purchased. WSDOT reserves the right to contact Vendor's client references directly. In the event forms are not received by the date specified in the schedule WSDOT will make one attempt to contact the client and obtain the reference. If contact cannot be made, the reference will be disallowed.

WSDOT reserves the right to eliminate from further consideration in the RFQQ process any Vendor who, in the opinion of WSDOT, receives an unfavorable report from a client. WSDOT may, at its discretion, contact other Vendor clients for references.

5.4. Oral Presentation/Interviews

WSDOT at its sole discretion may elect to select the top scoring finalists for an oral presentation and final determination of Contract award. The oral presentation must include the consultant's prior experience in delivering the services identified in this RFQQ.

If WSDOT elects to hold oral presentations, it will contact the top scoring Vendors to schedule a date, time, and location. Representations made by the Vendor during the oral presentation will be considered binding.

SECTION 6

6. FINANCIAL QUOTE

Respond to the following requirements per the instructions in section 3.

6.1. Overview

WSDOT seeks to acquire MSVWBE Support Services that best meet the State's needs at the lowest cost and best value.

6.1.2 Financial Grounds for disqualification

Failure to identify all costs in a manner consistent with the instructions in this RFQQ is sufficient grounds for disqualification.

6.2 Taxes

Vendor must collect and report all applicable state taxes as set forth in Section 4.4, *Vendor Licensed to do Business in Washington*. Vendor must not include taxes in the *Cost Model* form.

6.3 (M) Cost Model

6.3.1 Vendor must provide a *Cost Model* as an attachment to its Response. Such list shall include the hourly rates for all MSVWDBE/SS Services necessary to meet the RFQQ's minimum mandatory requirements. Vendor's *Cost Model* may include any additional products, software, and services appropriate to the scope of this RFQQ.

6.3.2 All terms on the cost model must be compatible with the terms of the RFQQ and subsequent Contract.

6.3.3. All prices provided in the Appendix E *Cost Model* must be consistent with the scope of work when submitted in this section.

6.4 (M) Presentation of All Cost Components

All elements of recurring and non-recurring costs must be identified and included in the *Cost Model*. This must include, but is not limited to, all administrative fees, documentation, shipping charges, labor, travel, training, consultation services, and supplies needed for to perform MSVWBE Support Services.

6.5 Miscellaneous Expenses

Expenses related to day-to-day performance under any Contract, including but not limited to, travel, lodging, meals, incidentals will **not** be reimbursed to the Vendor. Notwithstanding the forgoing, the State recognizes that there may be additional occasions when the Vendor will be required by WSDOT to travel. In such case WSDOT must provide written pre-approval of such expenses on a case-by-case basis. Any such reimbursement shall be at rates not to exceed the guidelines for State employees published by the Washington State Office of Financial Management set forth in the *Washington State Administrative and Accounting Manual* (<http://www.ofm.wa.gov/policy/poltoc.htm>), and not to exceed expenses actually incurred.

6.6. (M) Price Protection

For the initial term of the Contract, the Vendor must guarantee to provide the MSVWBE Support Services at the proposed rates. Services rates shall not be increased during the initial term of the Contract. At least sixty (60) calendar days before the end of the initial term, Vendor may propose, in writing, labor rate increases not to exceed five (5) percent. Proposed price adjustments will be taken into consideration when determining whether to extend any Contract.

6.7. (M) Cost Model

The *Cost Model* form contained in Appendix E must be completed and include all cost components needed for the provisioning of the MSVWBE Support Services as described in Section 5, Experience and Skill Qualifications.

6.8. (MS) Completion of Cost Model

The Vendor must follow the instructions set forth below to complete the *Cost Model*, which will be the basis for evaluation of the Financial Response as specified in Section 1.1.2, *Financial Quote Evaluation*. Use the form in Appendix E, *Cost Model*, to identify the costs associated with your proposal.

SECTION 7

7. REQUIREMENTS

Respond to the following requirements per the instructions in Section 3. Use Appendix F, Response Checklist for your responses.

7.1. Overview

WSDOT seeks to acquire the MSVWBE Support Services that best meet the State's needs at the lowest cost and best value.

Contract prices must include all cost components needed for the provisioning of the proposed MSVWBE Support Services.

7.2. Grounds for Disqualification

Failure to identify all costs in a manner consistent with the instructions in this RFQQ is sufficient grounds for disqualification.

7.3. Taxes

Vendor must not include taxes on the *Cost Sheet (Appendix E)*.

7.4. (M) Presentation of All Cost Components

All elements of recurring and non-recurring costs must be identified and included in Appendix E, Cost Sheet. This must include, but is not limited to, all administrative fees, maintenance, manuals, documentation, shipping charges, labor, travel, training, consultation services, wiring and supplies needed to perform the work defined in this RFQQ and resulting Contract.

Expenses related to day-to-day performance under any Contract, including but not limited to, travel, lodging, meals, incidentals will **not** be reimbursed to the Vendor. Costs for such expenses must be incorporated into the overall cost of the solution being offered.

7.5. (M) Price Protection

For the entire term(s) of the Contract, the Vendor must guarantee to provide the MSVWBE Support Services at the proposed rates. Vendor rates cannot increase during the term of the Contract.

7.6. (M) Price Decrease Guarantee

The ASV, at its discretion, may elect to provide Internal Audit System specified in this RFQQ at a lower price than originally quoted at any time during the term of the Contract. If the Manufacturer's suggested retail price decreases at any time during the term of the Contract, Vendor must pass on the decrease for all subsequent purchases. The decrease must be proportionate to the percentage decrease of the Manufacturer's suggested retail price.

7.7. (M) Costs Not Specified

Where there is no charge or rate, enter N/C (no charge) or zero (0) on the *Cost Model* as applicable. If the Vendor fails to provide a price, the State will assume the item is free. If the Vendor states "no charge" for an item the State will receive that item free for the period represented on the Cost Model.

SECTION 8

8. EVALUATION PROCESS

8.1. Overview

The Vendor who meets all of the RFQQ requirements and receives the highest number of total points as described in Section 8.6, *Vendor Total Score*, will be declared the ASV and shall enter into contract negotiations with WSDOT.

8.2. Administrative Screening

Responses will be reviewed initially by the RFQQ Coordinator to determine pass/fail compliance with the administrative requirements as specified in Section 3, *Administrative Requirements*. The evaluation team will only evaluate Responses meeting all administrative requirements.

8.3. Mandatory Requirements

Responses meeting all of the administrative requirements will then be reviewed on a pass/fail basis to determine if the Response meets the Mandatory requirements found in Sections 4-7. Only Responses meeting all Mandatory requirement will be further evaluated.

The State reserves the right to determine at its sole discretion whether Vendor's response to a Mandatory requirement is sufficient to pass. If, however, all responding Vendors fail to meet any single Mandatory item, WSDOT reserves the following options: (1) cancel the procurement, or (2) revise or delete the Mandatory item.

8.4. Allocation of Points

The scores for Response will be assigned a relative importance for each scored section. The relative importance for each section is as follows:

Staff Qualifications	55
Client References	15
Financial Quote	30
Total Possible Points	100 points

8.5. Qualitative Review and Scoring

Only Responses that pass the administrative screening and Mandatory requirements review will be evaluated and scored based on responses to the scored requirements in the RFQQ. Responses receiving a "0" on any Mandatory Scored (MS) element(s) will be disqualified.

A. Staff Qualifications Evaluation

Staff Qualification Evaluation: Each scored element in the Requirements section of the Response will be given a score by each team evaluator. Then, the scores will be totaled and an average score for each Vendor will be calculated as set forth below. This will be used in the calculation of Vendor's total score, as set forth in Section 8.6, *Vendor Total Score*.

Evaluation points will be assigned based on the effectiveness of the Response to each requirement. A scale of zero to four will be used, defined as follows:

0	Unsatisfactory	Capability is non-responsive or wholly inadequate.
1	Below Average	Capability is substandard to that which is expected as the norm
2	Average	The baseline score for each item, with adjustments based on the evaluation team's reading of the Response.
3	Above Average	Capability is better than that which is average or expected as the norm.
4	Exceptional	Capability is clearly superior to that which is average or expected as the norm

$\frac{\text{Sum of Evaluators' Staff Qualification Scores}}{\text{Number of Evaluators}} = \text{Vendor's Staff Qualification Score}$
--

B. Client Reference Evaluation

The RFP Coordinator will calculate the scores for each *Client Reference Form*, Appendix G. The total scores of all the Vendor's Client References will be summed together and an average point score will be calculated as set forth below. This will be used in the calculation of Vendor's total score, as set forth in Section 8.6, *Vendor Total Score*.

$\frac{\text{Total Reference Scores}}{\text{Number of References}} = \text{Vendor's Reference Score}$

C. Financial Quote Evaluation

The RFQQ Coordinator will calculate the financial score using Vendor's Appendix E response. This financial score will be used in the calculation of Vendor's total score, as set forth in Section 8.6, *Vendor Total Score*.

$\frac{\text{Lowest Price Quote}}{\text{Vendor's Price Quote}} \times 15 \text{ Points (Financial Quote Point Value)} = \text{Financial Score}$

D. Oral Evaluations

WSDOT may, after evaluating the written proposals, elect to schedule interviews of the top scoring finalists. The RFQQ Coordinator will notify finalists of the date, time and location of the oral presentations. The dates in the Schedule (Section 2) are an estimate and are subject to change at the discretion of WSDOT.

If optioned, final points for the interviews will be calculated by an average of the individual scores as set forth below. This will be used in the calculation of Vendor's total score, as set forth in Section 8.6, *Vendor Total Score*.

$\frac{\text{Sum of Evaluators' Oral Scores}}{\text{Number of Evaluators}} = \text{Vendor's Oral Score}$
--

8.6. Vendor Total Score

Vendors will be ranked using the Vendor's Total Score for its Response, with the highest score ranked first and the next highest score ranked second, and so forth. Vendor's Total Score will be calculated as follows:

$\text{Total Score} = (\text{Staff Qualification Score}) + (\text{Reference Score}) + (\text{Financial Score}) = \text{total score. If optional}$

oral interviews + (Oral Score) = total points

8.7. Selection of Apparent Successful Vendor

The Vendor with the highest Vendor total score will be declared the ASV. WSDOT will enter into contract negotiations with the ASV. Should contract negotiations fail to be completed within one week after initiation, WSDOT may immediately cease contract negotiations and declare the Vendor with the second highest score as the new ASV and enter into contract negotiations with that Vendor. This process will continue until the Contracts are signed or no qualified Vendors remain.



BIDDER CERTIFICATIONS AND ASSURANCES

Return this form, completed and signed, with bid

Certifications and Assurances

We make the following certifications and assurances as a required element of the Response, to which it is attached, affirming the truthfulness of the facts declared here and acknowledging that the continuing compliance with these statements and all requirements of the RFQ are conditions precedent to the award or continuation of the resulting Contract.

1. The prices in this Response have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered. The prices in this Response have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before Contract award unless otherwise required by law. No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit an offer for the purpose of restricting competition. However, we may freely join with other persons or organizations for the purpose of presenting a single Bid or Proposal.
2. The attached Response is a firm offer for a period of 45 days following the Response Due Date specified in the RFQ, and it may be accepted by WSDOT without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 45 day period. In the case of protest, our Response will remain valid for 45 days or until the protest and any related court action is resolved, whichever is later.
3. In preparing this Response, we have 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 Contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this Response. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
4. We understand that WSDOT will not reimburse us for any costs incurred in the preparation of this Response. All Responses become the property of WSDOT, and we claim no proprietary right to the ideas, writings, items or samples unless so stated in the Response. Submission of the attached Response constitutes an acceptance of the evaluation criteria and an agreement to abide by the procedures and all other administrative requirements described in the solicitation document.
5. We understand that any Contract awarded, as a result of this Response will incorporate all the solicitation requirements. Submission of a Response and execution of this Certifications and Assurances document certify our willingness to comply with the terms and conditions appearing in the solicitation document. It is further understood that our standard Contract will not be considered as a replacement for the terms and conditions appearing in this solicitation.
6. We are not submitting proposed Contract exceptions.
7. The authorized signatory below acknowledges having read and understood the entire solicitation and agrees to comply with the terms and conditions of the solicitation in submitting and fulfilling the offer made in its Bid.
8. By submitting this Bid, Bidder hereby offers to furnish materials, supplies, services and/or equipment in compliance with all terms, conditions, and specifications contained in this solicitation.

The signatory below represents that he/she has the authority to bind the company named below to the Bid submitted and any Contract awarded as a result of this solicitation.

Bidder Signature

Company Name

Title

Date

Print Name

Appendix B Model Contract



Appendix B_Model
Contract.doc



MSVWBE Participation Form

Minority and Women's Business Enterprises (MWBE) Participation

MWBE participation is defined as Certified MBEs and WBEs bidding as prime Contractor or prime Contractor firms subcontracting with certified MWBEs.

For questions regarding the above, contact Office of MSVWBE, (360) 753-9693.

MBE FIRM NAME	MBE CERTIFICATION NO.	PARTICIPATION *PERCENTAGE

WBE FIRM NAME	WBE CERTIFICATION NO.	PARTICIPATION *PERCENTAGE

*Certification number issued by Office of Minority and Women's Business Enterprises.

Name of Vendor completing this Certification: _____

Procurement No.: RFQ 2021 0928

Procurement Solicitation Dated: September 28, 2021



Complaint, Request for Debrief, and Protest Process

The purpose of these instructions is to provide a clear and transparent process for vetting issues or concerns with the Washington State Department of Transportation (WSDOT) competitive procurement solicitations. All WSDOT competitive solicitations will be posted in the Washington Electronic Business Solution (WEBS) and will include these instructions.

Complaints, requests for debrief, and protests will be:

- In writing; and delivered either in person, by USPS, courier, or email to the Procurement Coordinator identified on the cover page of the solicitation.
- Signed by the complaining or protesting Bidder, unless sent by email.
- Be submitted and delivered within the time frame outlined in this document.
- Identified with the WSDOT solicitation number.
- Identified as “Complaint”, “Request for Debrief”, or “Protest” in the subject line of the correspondence or email.

Complaint Process

The complaint process is available to bidders with unresolved issues or concerns that were not resolved during the question and answer period of the solicitation. Every attempt should be made to address and resolve issues or concerns during the question and answer period.

A complaint must be received by the Procurement Coordinator, not less than five (5) business days prior to the deadline for bid submission. The Procurement Coordinator’s name, PO Box, physical address, and email address will be listed on the cover page of the solicitation.

Grounds for Complaint

To be considered, complaints may be based only on the following:

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

Complaint Content

The complaint shall include:

- The legal name of the Business, mailing address, phone number, email address, and the name of the individual submitting the complaint.
- The solicitation document name and number and reference to WSDOT as the issuing agency.
- Specific and complete statement of WSDOT action that is the subject of the complaint.
- Facts and arguments.
- Specific reference to the basis for the complaint.
- Description of the relief or corrective action requested.

Complaint Review Process

The Procurement Coordinator will consider all the facts available after receiving a complaint.

The Procurement Coordinator will send the response to the complaint directly to the Supplier and post the complaint and the response in WEBS prior to the bid submission deadline.

If additional time is needed to provide a response to the complaint and it affects the bid submission deadline, the Procurement Coordinator will extend the bid submission date with an amendment to the solicitation.

The WSDOT response to the complaint is final and not subject to appeal or protest.

Debrief Conference (Protest Precondition)

Following the announcement of the Apparent Successful Bidder, a Bidder who submitted a responsive bid may request a debrief conference. A debrief conference provides an opportunity for a Bidder to discuss their bid and evaluation with the Procurement Coordinator.

Request For Debrief Conference

The request for a debrief conference must be made via email to the Procurement Coordinator at the email address listed on the cover page of the solicitation. Subject line must include "Request for Debrief". The request for a debrief conference must be received by the Procurement Coordinator within three (3) business days after the announcement of the Apparent Successful Bidder.

Location of Debrief Conference

A debrief conference may be conducted in person at a designated WSDOT facility, or by telephone, as determined by the Procurement Coordinator, and may be limited by WSDOT to a specified period of time.

The failure of a Bidder to timely request and attend a debrief conference shall constitute a waiver of the right to submit a protest.

Protest Process

The protest process is available only to a Bidder who submitted a responsive bid.

The protest period begins the first business day after the protesting Bidder has attended a debrief conference. For a protest to be considered it must be submitted and received by the Procurement Coordinator within five (5) business days after the debriefing conference.

Grounds for Protest

To be considered, protests may be based only on the following:

- Bias, discrimination, or conflict of interest on the part of an evaluator;
- Errors in computing the scores; or
- Non-compliance with procedures described in the solicitation document, Department of Enterprise Service's policy, or applicable State or Federal laws or regulations.

Protest Content

A protest shall contain the facts and arguments upon which the protest is based, and shall be signed by a person authorized to bind the Bidder to a contractual relationship.

At a minimum, the protest shall include the following information:

- Business Name, mailing address, phone number, email address, and the protesting Bidder's name.
- Solicitation document name, number, and reference to WSDOT as the issuing agency.
- Specific and complete statement of WSDOT action(s) being protested.
- Specific reference to the grounds for the protest.
- Description of the relief or corrective action requested.

Protest Authority

The Procurement and Materials Manager has been delegated as the Protest Authority for WSDOT. The Procurement Coordinator will forward the protest to the Procurement and Materials Manager within one (1) business day.

Protest Review Process

The Procurement and Materials Manager will assign a neutral party who was not involved in the evaluation and award process of the protested solicitation.

The neutral party will objectively review all protest materials submitted by the Bidder and all other relevant facts known to WSDOT.

The Procurement and Materials Manager may request the authority to sign a contract before the protest process is completed from the Director, Department of Enterprise Services, due to exigent circumstances.

Protest Decision

The Procurement and Materials Manager will review the recommendation of the neutral party and issue a decision within ten (10) business days of receipt of the protest. If more time is required, the Procurement and Materials Manager will notify the protesting Bidder, in writing, of any delay.

The final determination shall:

- Find the protest lacking in merit and uphold the award;
- Find only technical or harmless errors in the procurement process, determine substantial compliance, and reject the protest;
- Find merit in the protest and provide options that may include:
 - Correct errors and reevaluate all proposals; or
 - Reissue the solicitation document; or
 - Make other findings and determine other courses of action as appropriate.

The protest authority's decision is final and no appeal process will be allowed.

References:

- Chapter 39.26.170 RCW - Procurement of Goods and Services
- Complaints and Protests Policy # Department of Enterprise Services 170-00

Appendix E
Cost Model

Tasks	Service Descriptions	Estimated hours	Hourly Rate	Subtotal
1	Accounting practices. An estimated 20 percent of the services will include: Bookkeeping, understanding Washington’s State’s Indirect Cost Rate, Federal Acquisition Rules, pricing, audit preparation, tax advice, reporting, applying best practices, knowledge of the Safe Harbor program and administering certified payroll. Schedule of values, liens insurance, intent to pay prevailing wages, sales tax requirements, payment terms billing for materials on hand, deposits.			
2	Bid Preparation. An estimated 15 percent of the services will include: How to prepare a proper bid response, submit a bid and submit a scope.			
3	Bonding Assistance. An estimated 5 percent of the services will include: Understanding requirements, Business plan creation and development and business certification requirements.			
4	Business Development: An estimated 25 percent of the services will include: Business Plan Development and capabilities statement.			
5	Change Order Assistance: An estimated 5 percent of the services will include: Understanding how to receive a second look.			
6	Contracting/Legal: An estimated 5 percent of the services will include: Understanding contracts, legal rights, etc.			
	Estimating: An estimated 5 percent of the services will include understanding how t			
7	Marketing and Sales Advisement: An estimated 5 percent of the services will include: Assistance for contractors and professional service providers, marketing to primes with in person and telephonically sales advice.			

8	Prompt Pay Advisement: An estimated 5 percent of the services will include: Filing statement of intent, record of materials, and certified payrolls.			
9	Scheduling: An estimated 5 percent of the services will include: Understanding requirements from higher tier contractors.			
10	Workflow & Operations Management: An estimated 15 percent of the services will include: Understanding logistics of “peoplepower” and materials movement, managing Operations, dealing with the daily requirements, understanding the submittal process.			
Total				

APPENDIX G

CLIENT REFERENCE FORM

Name of Vendor for whom reference is given: _____

Your organization's business name: _____

Your Name and title: _____

Telephone number: _____ E-Mail address: _____

- Briefly describe your working relationship with the Vendor:

- Give a short description of the service your organization has received from the Vendor;

- Give a short description of the managing and oversight experience of the Vendor;

- Give a short description of the outreach and recruitment service your organization has received from the Vendor;

PLEASE RATE THE FOLLOWING ITEMS (circle one):

	<i>Unsatisfactory</i>	<i>Below Average</i>	<i>Average</i>	<i>Above Average</i>	<i>Exceptional</i>
1. The Vendors ability to communicate clearly & effectively:	0	1	2	3	4

Comments: _____

2. Vendor's completion of contractual requirements;	0	1	2	3	4
---	---	---	---	---	---

Comments: _____

3. Vendor's ability to resolve problems:	0	1	2	3	4
--	---	---	---	---	---

Comments: _____

4. Vendor's ability to interact with clients: 0 1 2 3 4

Comments: _____

5. Overall satisfaction with Vendor: 0 1 2 3 4

Comments: _____

6. Responsiveness to resolving invoicing issues: 0 1 2 3 4

Any other information that you would like to share about the Vendor:

Your Signature: _____

Please return the reference by email to the RFQQ Coordinator, no later than November 2, 2021, 2:00 PM Olympia, WA local time, to:

Carol Kirsch, RFQQ Coordinator
Washington State Dept. of Transportation

Email KirschC@wsdot.wa.gov

Thank you for your time and cooperation.

APPENDIX H

**BIDDER CERTIFICATION
WAGE THEFT PREVENTION – RESPONSIBLE BIDDER
CRITERIA WASHINGTON STATE GOODS & SERVICES
CONTRACTS**

Prior to awarding a contract, agencies are required to determine that a bidder is a 'responsible bidder.' See RCW 39.26.160(2) & (4). Pursuant to legislative enactment in 2017, the responsible bidder criteria include a contractor certification that the bidder has not willfully violated Washington's wage laws. See Chap. 258, 2017 Laws (enacting SSB 5301).

Request No.: RFQ 2021 0928

Request Release Date: September 28, 2021

I hereby certify, under penalty of perjury under the laws of the State of Washington, that the below certification is true and correct and that I am authorized to make the following certification on behalf of the firm listed herein.

CERTIFICATION:

This firm 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-stated Request for Proposal Release Date.

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

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

Title: _____
Title of person signing certificate

Place: _____
Print city/state where signed

Date: _____

APPENDIX I

CONTRACTOR CERTIFICATION

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

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

Solicitation No.: RFQQ 2021 0928

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

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

OR

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

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

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

By: _____
Signature of authorized person

Print Name of person making certification for firm

Title: _____
Title of person signing certificate

Place: _____
Print city and state where signed

Date: _____

Appendix J Contract Exception Log

The Vendor shall utilize this template only to document exceptions to the terms and conditions contained in the Proposed Contract, Appendix J. Please include proposed alternate language for WSDOT consideration. If the Vendor has no contract exceptions, it should state as such on the Contracts Exception Log and in the Letter of Submittal.

VENDOR NAME _____

Item	Contract Section #	Issue	Vendor's Proposed Solution/Rationale
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			