



Washington State Liquor and Cannabis Board

REQUEST FOR QUOTES

K1219 – Law Enforcement Lockers

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SCHEDULE OF EVENTS: The WSLCB reserves the right to adjust this schedule as it deems necessary.

RFQ Release Date	April 24, 2019
Question and Answer Period	April 25– April 29, 2019
Proposal Due Date	May 8, 2019 at 2:00 P.M.
Evaluation Period	May 9 – May 14, 2019
Projected Announcement of Apparent Successful Bidder	May 17, 2019
Debriefing Request Deadline	May 22, 2019
Debriefings	May 23 – May 24, 2019
Award Protest Deadline	May 30, 2019
Projected Contract Start Date	June 1, 2019

Proposals must be received via email & electronically date/time stamped on or before the Proposal due date and time in the following inbox:

lcbbids@lcb.wa.gov

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1 DEFINITIONS

Acceptance: The materials, supplies, services, and/or equipment that have passed an appropriate inspection. In the event that there is a formal Acceptance Testing period required in the Solicitation document, then acceptance is formalized in writing. If there is no Acceptance Testing, Acceptance will occur when the Product is delivered and inspected by WSLCB.

Addendum or Amendment: A change to a legal document. For purposes of a Solicitation, an amendment shall be a unilateral change issued by the WSLCB, at its sole discretion.

Agency: The Washington State Liquor and Cannabis Board.

Alternate/Substitute: A substitute offer of materials, supplies, services and/or equipment that is not at least a functional equal in features, performance and use and which materially deviates from one or more of the specifications in a competitive Solicitation.

Apparently Successful Bidder or Vendor (ASB/ASV): The bidder selected as the entity to perform the anticipated services, subject to completion of contract negotiations and execution of a written contract.

Authorized Representative: An individual designated by the Bidder to act on its behalf with the authority to legally bind the Bidder concerning the terms and conditions set forth in the Solicitation and Proposal documents.

Bidder: Individual, company, or firm submitting a proposal in order to attain a Contract with the Agency.

Business Day: Days of the week excluding weekends and state holidays; including but not limited to: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving day, the day after Thanksgiving day, and Christmas.

Business Hours: Normal state business hours are Monday through Friday from 8:00 a.m. to 5:00 p.m., except state holidays.

Contract: The signed agreement, all schedules, exhibits and amendments for the procurement of items of tangible property, services or construction derived from this RFQ.

Deliverable: Any measurable, tangible, verifiable outcome, result, or item that shall be produced to complete a project or part of a project and to receive payment. A Deliverable may be composed of one or more interrelated project Work Products.

Delivery Date: The date by which the Products/Services ordered must be delivered.

Effective Date: The first date the Contract is in full force and effect. It may be a specific date agreed to by the parties; or, if not so specified, the date of the last signature of a party to this Contract.

Evaluation Committee: The body appointed by the WSLCB to perform the evaluation and scoring of submitted proposals.

Firm, Fixed Price: A price that is all-inclusive of direct cost and indirect costs, including, but not limited to: direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial

(administrative) support, all documents, reports, forms, travel, reproduction, and any other costs. No additional fees or costs shall be paid by the State unless there is a change in the Statement of Work.

Inspection: An examination of delivered material, supplies, services, and/or equipment prior to Acceptance, aimed at forming a judgment as to whether such delivered items are what was ordered, were properly delivered and ready for Acceptance. Inspection may include a high level visual examination or a more thorough detailed examination as is customary to the type of purchase, as set forth in the Solicitation document and/or as agreed between the parties. Inspection may be acknowledged by an authorized signature of the Agency.

Mandatory: The terms “shall,” “will,” and “is required,” identify a Mandatory item or factor (as opposed to “desirable”). Failure to meet a Mandatory item or factor may result in the rejection of a Bidder’s proposal.

Milestone: A significant event in a project, usually the completion of a major Deliverable.

Optional: The terms “may,” “can,” or “prefers” identify a discretionary item or factor.

Order Document: A written communication, submitted by the WSLCB to the Contractor, which details the specific transactional elements required by WSLCB within the scope of the Contract such as delivery date, size, color, capacity, etc. An Order Document may include, but is not limited to field orders, purchase orders, work orders, or other writings as may be designated by the parties hereto. No additional or alternate terms and/or conditions on such written communication shall apply unless authorized by the Contract and expressly agreed to between the WSLCB and Contractor.

Price: Charges, costs, rates, and/or fees charged for the Products and Services under the resulting Contract and shall be paid in United States dollars.

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

Proposal Due Date/Time: Proposals are due (must be received by the WSLCB) on the date and at the time specified in the schedule. Any Proposal or Letter of Intent received at any time after the stated date and time (e.g. 3:01PM) will be considered late and **will not** be evaluated.

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

Responsive Bid or Responsive Proposal: An offer or proposal that conforms in all material respects to the requirements set forth in the Solicitation. Material respects of a request for proposals include, but are not limited to: price, quality, quantity or delivery requirements.

Responsible Bidder: A Bidder who submits a responsive proposal and who has furnished, when required, information and data to prove that its financial resources, production or service facilities, personnel, service reputation, and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the Bidder’s proposal.

Solicitation: The process of notifying prospective Bidders that the WSLCB WSLCBires to receive competitive Bids or Proposals for furnishing specified materials, supplies, services, and/or equipment. Also includes references to the actual documents used for the procurement.

Specifications: The technical and other specifications set forth in the RFQ, any additional specifications set forth in Vendor's Response, and the specifications set forth in Vendor's Product documentation, whether or not Vendor produces such documentation before or after this Contract's Effective Date.

State: "State" means State of Washington.

Subcontractor: One not in the employment of Vendor, who is performing all or part of the business activities under this Contract under a separate contract with the Vendor. The term "Subcontractor" means Subcontractor(s) of any tier.

Vendor or VENDOR: Individual or company whose proposal has been accepted by the agency and is awarded a fully executed, written contract. Vendor has full responsibility for the coordination and control of all aspects of the project, including support to be provided by any subcontractor(s). Vendor will be the sole point of contact with WSLCB relative to contract performance.

Veteran-owned business: A business that is certified by Department of Veteran's Affairs to be at least fifty-one percent owned and controlled by (a) A veteran as defined in RCW 41.04.007; or (b) An active or reserve member in any branch of the armed forces of the United States, including the national guard, coast guard, and armed forces reserves.

WEBS: Washington Electronic Business Solutions (<https://fortress.wa.gov/ga/webscust/>) an Internet vendor registration and bid notification system. The system offers one online site where vendors can register to receive government bid notifications.

Work Product: The documented results of the Statement of Work activities developed and reviewed per the requirements stated within the RFQ. One or more Work Products collectively form a Deliverable. Work Product includes data and products produced under any Contract resulting from this RFQ, including but not limited to, discoveries, formulae, ideas, improvements, inventions, methods, models, processes, techniques, findings, conclusions, recommendations, reports, designs, plans, diagrams, drawings, Software, databases, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions, to the extent provided by law.

2 INTRODUCTION

2.1 Background

The WSLCB was formed in 1933 by the Steele Act. The Mission of the WSLCB is to promote public safety by consistent and fair administration of liquor and cannabis laws through education, voluntary compliance, responsible sales and preventing the misuse of alcohol, cannabis and tobacco.

As a limited authority law enforcement agency, the WSLCB makes physical arrests, seizes property and collects evidence to be used in both administrative and criminal proceedings. In 2011, the citizens of Washington State privatized the sale of spirits and in 2012, Initiative 502 was passed, which legalized recreational marijuana sales and mandated the WSLCB to oversee the recreational market.

2.2 Purpose

The purpose of this Request for Quotes is to enter into an agreement for the as needed acquisition of Law Enforcement Lockers for the WSLCB Enforcement Division. The result of this contract

will allow our Enforcement Officers to safely store their weapons and personal items in a secure area within the WSLCB Enforcement Offices located around the state and at the WSLCB Headquarters located in Olympia, WA. The WSLCB reserves the right to add or remove requirements, and quantities to meet the operational and strategic objectives of the WSLCB.

2.3 Contract term

The initial term of the Contract resulting from this RFQ shall be for two years from date of award with the option to extend for additional one (1) year term(s) or portions thereof. Extension for each additional term shall be offered at the sole discretion of the WSLCB and are subject to written mutual agreement. The WSLCB reserves the right to extend with all or some of the contractors, solely determined by the WSLCB.

2.4 Acquisition Authority

The Washington State Department of Enterprise services (DES) has delegated the authority to the WSLCB for this procurement activity, acting under the authority of its enabling legislation Revised Code of Washington (RCW) [39.26](#), which establishes DES and regulates the manner in which state agencies may acquire general goods and services.

3 RFQ OVERVIEW

3.1 Announcement and Special Information

The RFQ, its appendices, attachments, amendments and any incorporated documents, will comprise the entire RFQ which will become part of the resulting contract between WSLCB and the awarded Contractor when it is countersigned by WSLCB.

By responding to this RFQ, a bidder acknowledges having read and understood the entire RFQ and accepts all information contained within the RFQ without modification.

3.2 Proposed Contract

The resulting contract will be comprised of Special Terms and conditions as contained in this Solicitation document, as well as, all Terms and Conditions as indicated in Attachment A – Model Contract.

To be responsive, a Bidder must indicate a willingness to enter into a Contract substantially the same as the proposed Model Contract by signing and including the Certifications and Assurances (Attachment C) as part of Bidder's response.

Under no circumstances is a Bidder to submit their own standard contract terms and conditions. Instead, a Bidder must review and identify the problematic language, state the issue, and propose alternate language or a proposal for Contract modification.

The foregoing should not be interpreted to prohibit either party from proposing additional terms and conditions during negotiations of the final contract. WSLCB, in its sole discretion, reserves the right to negotiate improvements to responsive and responsible bid submittals.

3.3 Solicitation Amendments

WSLCB reserves the right to revise the schedule or portions of the Solicitation at any time. Any changes or corrections will be by one or more written amendments, dates, attached to or

incorporated in and made a part of this Solicitation. All changes must be authorized and issued only by the Procurement Coordinator or their supervisor(s). If there is any conflict between Amendments, or between an Amendment and the Solicitation, whichever document was issued last in time will be controlling. Only Bidders who have properly registered and downloaded the original Solicitation directly via WEBS will receive notification of Amendments and other correspondence pertinent to the Solicitation.

In the event that a Solicitation Amendment is required as a submittal, Bidder must complete, sign, scan and include any Solicitation Amendments issued.

3.4 Right to Cancel

WSLCB reserves the right to cancel or reissue all or part of this Solicitation at any time.

3.5 Non-Endorsement and Publicity

In selecting Bidders, WSLCB is not endorsing the Bidder's products or services, nor suggesting that they are the best or the only solution to their needs.

3.6 Minority and Women Owned Business Enterprise

In accordance with the legislative findings and policies set forth in [RCW 39.19](#), the State of Washington encourages participation in all of its Contracts by Minority and Woman Owned Business Enterprise (MWBE) firms certified by the [Office of Minority and Women's Business Enterprises](#) (OMWBE). While the state does not give preferential treatment, it does seek equitable representation from the minority and women's business community. The authors of the Solicitation have set a goal of 10 percent participation. In addition, the state welcomes participation by self-identified minority and woman owned firms and strongly encourages such firms to become certified by OMWBE.

Participation may be either on a direct basis in Response to this Solicitation or as a subcontractor to a Contractor. However, unless required by federal statutes, regulations, grants, or Contract terms referenced in the original Solicitation, no preference will be included in the evaluation of Bids, no minimum level of MWBE participation shall be required as a condition for receiving an award, and Bids will not be evaluated, rejected or considered non-responsive on that basis.

Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the original Solicitation will apply. Bidders are encouraged to contact [Office of Minority and Woman Owned Business Enterprise](#) (OMWBE) to obtain information on becoming a certified firm, or to obtain information on other certified firms for potential sub-Contracting arrangements. Nothing in this section is intended to prevent or discourage Bidders from inviting others from participating with non-MWBE firms as well as MWBE firms.

3.7 Veteran-Owned Business Enterprise

WSLCB strongly encourages participation of businesses owned by veterans. No minimum level of veteran-owned business participation is required as a condition of receiving an Award and no preference will be included in the evaluation of Responses in accordance with chapter 43.60A RCW.

3.8 Pricing

WSLCB intends to award to the lowest responsive and responsible Bidder. Cost Proposals shall include the following items:

1. Locker Prices - Bidder is to provide a cost per unit for the locker specified in the Statement of Work. Each locker must possess all specifications as described in Attachment B – Statement of Work.
2. Shipping Price – Bidders are to provide a per unit shipping cost. Bidder shall not charge more than the submitted Shipping Price unless WSLCB requests expedited shipping. Expedited shipping will be quoted at the time of request.
3. Installation Price – Bidder is to provide a per unit installation cost. Upon award, bidder shall not charge more than the submitted installation cost on any order.
4. Firm Fixed Price – Bidders Total Price will be a combination of the Locker Price, Shipping Price, and Installation Price.

WSLCB will combine the submitted Locker Price, Shipping Price, and the Installation Price and the lowest Responsive and Responsible Bidder will be named Apparent Successful Bidder.

The WSLCB will place orders based off of these costs in the form of a purchase order for lockers that will be installed in our Enforcement Offices located throughout the state.

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

The State makes no volume commitment in this solicitation.

3.9 Include all Cost Components in Pricing

Bidders must identify and include all elements of recurring and non-recurring costs in their pricing. Unless otherwise specified, 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 for the installation (including cost of all uncrating, disposal of shipping materials), set-up, testing and initial instruction to Agency personnel, warranty work and maintenance of the Products/services, handling charges such as packing, wrapping, bags, containers, reels; or the processing fees associated with the use of credit cards.

Notwithstanding the foregoing, in the event that market conditions, laws, regulations, or other unforeseen factors dictate, at WSLCB's sole discretion, additional charges may be allowed during the contract term.

3.10 No costs or charges

Costs or charges incurred before a contract is fully executed will be the sole responsibility of the bidder.

3.11 Single point of contact

Contractor will be required to provide a Contract Administrator familiar with all aspects of the contract and the authority to make sales and contracting decisions on behalf of the awarded Contractor.

3.12 Award of Related Contracts

The WSLCB may undertake to award supplemental contracts for work related to this Contract or any portion thereof.

4 TIMELINE

4.1 Projected Procurement Schedule

The dates listed on the cover page represent the projected procurement schedule for this Solicitation. WSLCB reserves the right to change the schedule. Notification of changes to the procurement schedule prior to the Response due date and time will be sent electronically to all properly registered users of Washington's Electronic Business Solution (WEBS) who downloaded this Solicitation from WEBS. Changes to the procurement schedule after the Response due date and time may be communicated to all Bidders reflecting the change.

4.2 Bidder Questions

Questions regarding this Solicitation will be allowed consistent with the dates specified in the procurement schedule on the cover page. All questions must be submitted in writing to the Procurement Coordinator.

Please limit questions to this Solicitation. Details on additional services will be provided in future solicitations.

WSLCB will provide written answers for questions received by the question and answer period's deadline. Answers will be posted to WEBS prior to closing date.

Verbal responses to questions will not be provided. Only written answers posted to WEBS will be considered official and binding. Bidders will not be identified in answers.

When the question and answer period is complete, additional comments will be for the purpose of informing the Procurement Coordinator of an issue only. Questions and comments outside the question and answer period will not be answered or acknowledged.

If interpretations or other changes to this Solicitation are required as a result of inquiries made during the question and answer period, the Solicitation may be amended. Amendments are posted to WEBS.

Complaints: Issues or concerns not resolved to a Bidder's satisfaction during the normal question and answer period may be addressed prior to the Response due date and time through the complaint process listed below.

4.3 Information Availability

In accordance with RCW 39.26.030(2), Response contents (including pricing information) and evaluations are exempt from disclosure until WSLCB announces Apparent Successful Bidders.

4.4 Complaints, Debriefs, and Protests

Complaint: This solicitation offers a complaint period for bidders wishing to voice objections to this solicitation. The complaint period ends five business days before the bid due date. The complaint period is an opportunity for the bidder to voice objections, raise concerns or suggest changes. Failure by the bidder to raise a complaint at this stage may waive its right for later consideration. WSLCB will consider all complaints but is not required to adopt a complaint, in part or full. If bidder complaints result in changes to the RFQ, written amendments will be issued and posted on WEBS.

Complaints must be emailed to the Procurement Coordinator listed on the face page of this document. Complaints are limited to the following issues:

1. The Solicitation unnecessarily restricts competition;
2. The Solicitation evaluation or scoring process is unfair or flawed; or
3. The Solicitation requirements are inadequate or insufficient to prepare a response.

Complaints must be in writing, emailed to the Procurement Coordinator in a timely manner, should clearly articulate the basis for the complaint, and should include a proposed remedy.

Debrief: Debrief meetings are an opportunity for the bidder and the Procurement Coordinator to meet and discuss the Bidder's Proposal. A debrief is a required prerequisite for a bidder wishing to lodge a protest. Following the evaluation of the bids, WSLCB will issue an announcement of the Apparent Successful bidder (ASB). That announcement may be made by any means, but WSLCB will likely use email to the bidder's email address provided in the bidder's bid. Bidders will have three business days to request a debrief meeting. Once a debrief meeting is requested, WSLCB will offer the requesting bidder one meeting opportunity and notify the bidder of the debrief meeting place, date and time. Please note, because the debrief process must occur before making an award, WSLCB will likely schedule the debrief meeting shortly following the announcement of the ASB and the bidder's request for a debrief meeting. WSLCB will not allow the debrief process to delay the award or be used as a delaying tactic. Therefore, bidders should plan for contingencies and alternate representatives; bidders unwilling or unable to attend the debrief meeting will lose the opportunity to protest.

Discussions will be limited to a critique of the requesting Bidder's Proposal. Comparisons between Proposals or evaluations of other proposals will not be allowed. Debriefing conferences may be conducted in person or by telephone and will be limited to one (1) hours.

Protest: Protests may be made only by Bidders who submitted a response to this Solicitation and who have participated in a debriefing conference. Upon completing the debriefing conference, the Bidder is allowed five (5) Business Days to file a protest with the Procurement Coordinator. Protests must be received by the Procurement Coordinator no later than 4:00 PM, local time, via

email, on the fifth Business Day following the debriefing. The WSLCB shall not accept any protests before the announcement of ASB.

The WSLCB shall consider only those protests concerning the following:

1. A matter of bias, discrimination, or conflict of interest on the part of the evaluator;
2. Errors in computing the scores; or
3. Non-compliance with procedures described in the procurement document or agency protest process or DES requirements.

Failure to cite the basis of the protest will result in rejection of the protest. Protests must be writing, emailed to Procurement Coordinator, and must state the RFQ name and number, the grounds for the protest with specific facts and complete statement(s) of action being protested and any other supporting information on which the protesting party is relying.

Upon receipt of a valid, formal protest, the Agency will postpone signing a Contract with the ASB until the Bidder protest has been resolved. The WSLCB will perform an objective review of the protest, by individuals not involved in the acquisition being protested. The review will be based on the written protest material submitted by the Bidder.

The Procurement Coordinator will render a written decision within ten (10) Business Days after receipt of the protest, unless more time is needed. The protesting Bidder shall be notified, in writing, if additional time is necessary.

The Agency determination is limited to the following options:

1. Find the protest lacking in merit and uphold the Agency's action;
2. Find only technical or harmless errors in the Agency's acquisition process, determine the Agency to be in substantial compliance, and reject the protest;
3. Find merit in the protest and provide the Agency with options that may include:
 - a. Correct errors and reevaluate all Proposals,
 - b. Reissue the Solicitation; or
 - c. Make other findings and determine other courses of action as appropriate

In no instance shall a determination require the Agency to award the Contract to a protesting party or any other vendor, regardless of the outcome.

5 INSTRUCTIONS TO BIDDERS

5.1 Authorized Communication

Upon release of this Solicitation, all Bidder communications concerning this Solicitation must be directed to the Procurement Coordinator listed on the front page of this Solicitation. Unauthorized contact regarding this Solicitation with other state employees or customer advisory team members involved with the Solicitation may result in disqualification. All oral communications will be

considered unofficial and non-binding on WSLCB. Bidders should rely only on written statements issued by the Procurement Coordinator, such as Solicitation Amendments.

5.2 Bidder Communication Responsibilities

During the RFQ process, all bidder communications about this RFQ must be directed to the Procurement Coordinator. Unauthorized contact regarding this RFQ with other state employees involved with the RFQ may result in disqualification. All oral and written communications will be considered unofficial and non-binding on WSLCB. Bidders should rely only on written amendments issued by the Procurement Coordinator.

Bidders are encouraged to make any inquiry as early in the process as possible to allow WSLCB to consider and respond; however, no response is required from the Procurement Coordinator.

If a bidder does not notify WSLCB of an issue, exception, addition, or omission, WSLCB may consider the matter waived by the bidder for protest purposes.

If bidder inquiries result in changes to the RFQ, written amendments will be issued and posted on WEBS.

5.3 Bidder Authorized Representative

Bidder must designate an authorized representative who will be the principal point of contact for the Procurement Coordinator for the duration of the Solicitation process. Designation shall be made in the Bidder Profile.

5.4 Washington Electronic Business Solution

Bidders are solely responsible for:

1. Properly registering with Washington's Electronic Business Solution (WEBS) at <https://fortress.wa.gov/ga/webs/>, and maintaining an accurate vendor profile in WEBS.
2. Downloading the RFQ packet consisting of the RFQ, all appendices, and incorporated documents related to the RFQ for which you are interested in bidding.
3. Downloading all current and subsequent amendments to the RFQ to ensure receipt of all RFQ documents.

Notification of amendments to the RFQ will only be provided to those vendors who have registered with WEBS and have downloaded the RFQ from WEBS. Failure to do so may result in a bidder having incomplete, inaccurate, or otherwise inadequate information and bid.

5.5 Bidder Responsiveness

Bidders are to respond to each question/requirement contained in this RFQ. Failure to comply with any applicable item may result in a bid being deemed non-responsive and disqualified.

WSLCB reserves the right to determine the actual level of bidders' compliance with the requirements specified in this RFQ and to waive informalities in a bid. An informality is an immaterial variation from the exact requirements of the competitive RFQ, having no effect or merely a minor or negligible effect on quality, quantity, or delivery of the supplies or performance

of the services being procured, and the correction or waiver of which would not affect the relative standing of, or be otherwise prejudicial, to bidders.

5.6 Withdrawal or Modification or Response

Bidders are liable for all errors or omissions contained in their Responses.

- After Response submittal but prior to Response due date and time: The Bidder may modify or withdraw his/her Response.
- After Response due date and time: No Response shall be altered or amended.
- A Bidder, who is offered a contract yet fails to enter into a Contract with WSLCB, may not participate in bidding on WSLCB solicitations until the next calendar year, and no less than six months later.

WSLCB reserves the right to contact Bidder for clarification.

5.7 Proprietary or Confidential Information

All Responses submitted become the property of WSLCB and a matter of public record after WSLCB announces Apparent Successful Bidders.

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. WSLCB will not honor designations by the Bidder where pricing is marked proprietary or confidential.

6 BIDDER QUALIFICATIONS

6.1 Established Business

Prior to commencing performance, or prior to that time if required by WSLCB, law or regulation, Bidder must be an established business firm with all required licenses, fees, bonding, facilities, equipment and trained personnel necessary to meet all requirements and perform the work as specified in the Solicitation. Bidder shall maintain compliance with these requirements throughout the life of this Contract.

WSLCB reserves the right to require receipt of proof of compliance with said requirements within 10 calendar days from the date of request, and to terminate this Contract as a material breach for noncompliance with any requirement of this paragraph.

6.2 Federal Restrictions on Lobbying

The Bidder certifies, by submittal of a Response to this Solicitation, that under the requirements of Lobbying Disclosure Act, 2 U.S.C., Section 1601 et seq., no Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into

of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

6.3 Debarment or Suspension

The Bidder certifies, by submittal of a Response to this Solicitation, that neither it nor its “principals” (as defined in 49 CFR. 29.105 (p) or RCW 39.26.010 (9) or other state statute, regulation or policy) is presently debarred, or suspended, by any Federal or state department or agency.

6.4 Dealer Authorization

The Bidder, if other than the manufacturer, shall provide a current, dated signed authorization from the manufacturer that the Bidder is an authorized distributor, dealer, or service representative and is authorized to sell the manufacturer’s products. Failure to comply with this requirement may result in bid rejection.

6.5 Bidder Qualification Submittals

Bidder shall respond to all attachments requiring a response. This includes, but is not limited to: rates/prices, Bidder qualification questions, and requested proof of Bidder qualifications.

7 PRICING

7.1 Overview

Response prices must include all cost components needed to provide services as described in this Solicitation. All costs associated with services must be incorporated into the price of the Bidder’s Response.

Failure to identify all costs in a manner consistent with the instructions in this Solicitation will result in rejection.

There is no volume commitment specified in this Solicitation.

7.2 Financial Grounds for Disqualification

Failure to identify all pricing quotations in a manner consistent with the instructions in this Solicitation is sufficient grounds for disqualification.

7.3 Taxes

Contractor must collect and report all applicable state taxes.

7.4 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 Bidder. Notwithstanding the forgoing, WSLCB recognizes that there may be additional occasions when a Bidder will be required by a WSLCB to travel. In such case, WSLCB 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 set forth in the [Washington State Administrative and Accounting Manual](#), and not to exceed expenses actually incurred.

7.5 Price Adjustments

Price adjustments will not be considered without supporting documentation sufficient to justify the requested increase. Documentation must be based on published indices such as the U.S. Department of Labor's Consumer Price Index. The grant of any price adjustment will be at the sole discretion of WSLCB. The Contractor shall be notified in writing by the Contract Specialist of any price adjustment granted and such price adjustment shall be set forth in a written amendment to the Contract. Price adjustments granted by WSLCB shall remain unchanged for at least 365 calendar days thereafter, and no request for adjustments in price will be considered during that time period.

8 PREPARATION OF BIDS

8.1 Bid Submittals Checklist

The following checklist identifies the hard-copy submittals which will comprise a bid. Any bid received without a hard copy item identified in this checklist and Designated as **REQUIRED** will be rejected as being non-responsive. Please identify each page of the submittals and any supplemental materials with your company name or other identifiable company mark. **Please submit the required documents as separate attachments.**

- ☐ **Cost Quote (REQUIRED):** Complete as instructed and return a copy of the Cost Quote with your bid. Failure to complete this submittal as instructed will result in a bid being rejected for lack of responsiveness.
- ☐ **Mandatory Minimum Qualifications (REQUIRED):** Complete as instructed and return a copy with your bid.
- ☐ **Bidder Profile (REQUIRED):** Complete and sign as instructed and return copy with your bid.
- ☐ **RFQ Amendments (AS INSTRUCTED):** If instructed to do so in any amendment to this RFQ, sign and return an electronic copy, as instructed. Failure to sign and return any required amendments to this RFQ, may result in a bid being rejected for lack of responsiveness. When in doubt, sign and return a copy of all RFQ amendments.
- ☐ **Certifications and Assurances (REQUIRED):** Sign as instructed and return a copy with your bid.
- ☐ **Contractor Diversity Inclusion Plan (REQUIRED):** Complete as instructed and return a copy with your bid.

- ☐ **Warranty(ies) (REQUIRED):** Complete as instructed and return a copy with your bid. Please reference section six, of Attachment A Model Contract. Items delivered under this Contract shall be accompanied by a copy of a warranty. Unless otherwise specified in this Contract, full parts and labor warranty period shall be for a minimum period of one (1) year after receipt of materials or equipment by the Purchaser. All materials or equipment provided shall be new, unused, of the latest model or design and of recent manufacture. OEM parts are required. Contractor shall have a designated service company who is authorized to repair equipment purchased from this contract. Every unit delivered must be guaranteed against faulty material and workmanship for one year from date of receipt by purchaser. If, during this period, such faults develop, the unit or part affected shall be replaced without any cost to the purchaser including any charges for parts, labor and transportation. Contractor shall be responsible for contacting service representative(s) and following up to ensure service is completed.

In the event of conflict between Contract terms and conditions and Contractor's submitted warranty, the Contract terms and conditions shall prevail; except, to afford the State maximum benefits, the Purchasing Activity may avail itself of the Contractor's warranty if deemed more beneficial to the State.

- ☐ **Warranty Service Provider (REQUIRED):** Complete as instructed and return a copy with your bid. Please reference section seven, of Attachment A Model Contract. Contractor shall have factory-authorized warranty service providers located in the state of Washington.

Firm Name: _____

Address: _____

Telephone: _____

Contact Person(s) _____

- ☐ **Required Submittals (REQUIRED):** Complete as instructed and return a copy with your bid. Please respond to the Required Submittals section referenced in the Qualifications and Cost Proposal Attachment E.

8.2 Cost of Proposal Preparation

The WSLCB will not reimburse any Bidder costs associated with preparing or presenting any proposal in response to this Solicitation.

8.3 Submission of Proposals

Complete Proposals must be received electronically on or before **Wednesday May 8, 2019 at 2:00 p.m., Pacific Time**. Bidder must submit one (1) electronic copy of their complete Proposal to lcbids@lcb.wa.gov in the following manner:

- a. Clearly mark the subject line of the email: **RFQ K1219, Vendor Name**.
- b. The preferred software formats are Microsoft Word 2010 and PDF. If this presents a problem or issue, contact the Procurement Coordinator immediately.
- c. It is preferred that electronic signatures appear on all documents requiring signature. However, an email date stamp will be accepted as signed by the legally authorized representative of the firm for the purpose of this Solicitation only.
- d. Please submit the required documents as separate attachments.

Time of receipt will be determined by the email date and time received at the WSLCB's mail server in the email inbox indicated above. The "receive date/time" posted by the WSLCB's email system will be used as the official time stamp. The WSLCB is not responsible for problems or delays with email when the WSLCB's systems are operational. Late proposals will not be accepted and will be automatically disqualified from further consideration. Requests for extension of this date/time will not be granted.

8.4 Confidentiality, Proprietary Material and Trade Secrets

All documents submitted by bidders to WSLCB as part of this procurement will become public records. They are subject to disclosure unless specifically exempt under Revised Code of Washington (RCW) [42.56](#) (The Public Records Act).

Confidential documents: WSLCB strongly discourages submittal of confidential material. WSLCB considers confidential material to be any portion of your submittal clearly marked all or in part "Confidential," "Proprietary" or "Trade Secret" (or the equivalent).

- WSLCB reserves the right to return, reject or disqualify any submittal that includes confidential material.

Public records requests: If a public records request seeks to view or obtain a copy of your RFQ submittal, and if your submittal includes content clearly marked "Confidential," "Proprietary" or "Trade Secret" (or the equivalent), WSLCB will:

- Notify you of the date WSLCB will disclose the requested records;
- Give you an opportunity to seek a court order that stops WSLCB from disclosing the records.

WSLCB will not:

- Evaluate or defend your claim of confidentiality. It is your responsibility to support your claim and take appropriate legal action to do so;
- Withhold or redact your documents without a court order.

Questions about the confidentiality of your submittal can be directed to the Procurement Coordinator or the WSLCB Public Records Officer at (360) 407-8768 or publicrecords@WSLCB.wa.gov.

9 EVALUATION AND AWARD

9.1 General Provisions

Bidder responsiveness, responsibility, and cost factors will be evaluated based on the evaluation process described in this section. A single Bidder will be awarded. However, the WSLCB, at its sole discretion, may choose to make multiple awards.

Bidders whose bids are determined to be non-responsive will be rejected and will be notified of the reasons for rejection.

After bids have been submitted, WSLCB may require individual bidders to appear at a time and place determined by WSLCB to discuss contract requirements. Any such meeting should not be construed as negotiations or an indication of WSLCB's intention to award.

WSLCB reserves the right to: (1) Waive any informality; (2) Reject any or all bids, or portions thereof; (3) Accept any portion of the items bid unless the bidder stipulates all or nothing in their bid; (4) Cancel an RFQ and re-solicit bids.

9.2 Evaluation Steps

The scoring criteria will be as follows:

Step 1: Initial determination of Responsiveness, as described below, based on bid submittal only. If it appears responsive, move to Step 2.

Step 2: Responsibility, as described below.

Step 3: Cost Evaluation. The bids will be evaluated on cost factors described below

9.3 Determination of Responsiveness

Bids will be reviewed initially on a pass/fail basis to determine compliance with administrative requirements as specified herein.

Bidder must respond to each question/requirement contained in this RFQ. Failure to comply with any applicable item may result in the Proposal being deemed non-responsive and disqualified.

Failure to provide adequate information to demonstrate to the evaluators that your firm meets the requirements may constitute grounds for disqualification and may be established by any of the following conditions:

1. The Bidder states the requirements cannot be met.
2. The Bidder fails to include information requested.
3. The Bidder fails to include sufficient information to substantiate that a given requirement can be met.

WSLCB reserves the right to determine at its sole discretion whether a bidder's response to a minimum RFQ requirement is sufficient to pass. However, if all bidders fail to meet any single RFQ requirement, WSLCB may reject all bids and cancel the RFQ or waive the requirement from the RFQ's criteria for responsiveness.

9.4 Determination of Responsibility

During evaluation, WSLCB reserves the right to make reasonable inquiry to determine the responsibility of any bidder. Requests may include, but are not limited to, financial statements, credit ratings, references, record of past performance, clarification of bidder's offer, and on-site inspection of bidder's or subcontractor's facilities. Failure to respond to these request(s) may result in a bid being rejected as non-responsive. WSLCB may also re-examine the bid to determine whether the bid is truly as responsive as initially believed.

9.5 Price Evaluation

Evaluated price from responsive bids will be calculated as described in Attachment E. Bidders must submit information for all required line items as instructed; failure to do so will result in disqualification from award.

9.6 Brand Name or Equal

The WSLCB may reference specific manufacturers and model numbers in the Specifications in order to establish an understanding of the quality and characteristics of products it deems acceptable. Bidders are to consider these references descriptive, not restrictive unless the WSLCB specifies that no substitutes will be allowed. If not so specified, Bidders may offer other makes and models (alternate products) for consideration by following the instructions for offering alternate products.

9.7 Alternate Products

Alternate Products are products offered by the Bidder instead of the brand name and model specified in the Solicitation. Suitable Alternate Products must be equal in quality, design, use, operational size and characteristics. If the Bidder does not clearly indicate in their Proposal that they are offering an Alternate Product, the WSLCB shall conclude that the Bidder is offering the brand name and product model referenced. If the WSLCB subsequently awards a Contract to that Bidder based on that conclusion, the Bidder shall be bound to provide the brand name and model referenced at the unit price offered in their Proposal. If the manufacturer has discontinued a product the WSLCB has listed in the Specifications, Bidders should so note and propose a suitable alternate product.

The WSLCB will not approve Alternate Products prior to the deadline to receive Proposals. The WSLCB will evaluate Alternate Products after all Proposals have been received and will determine if Alternate Products are acceptable. The WSLCB's decision in this matter shall be final.

Bidders proposing Alternate Products must be prepared, if requested by the WSLCB, to demonstrate that the Alternate Products offered are equivalent to the specified products and capable of achieving the desired results. Bidders shall provide such demonstration(s) at their own expense in a manner best representative of the requirements to be met and at a schedule convenient to the WSLCB.

9.8 Economic and Environmental Goals

In support of the state's environmental and economic goals, although not an award factor (unless otherwise specified herein), Bidders are encouraged to consider the following in responding to this RFQ:

- Support for a diverse supplier pool, including small, veteran-, minority- and women-owned business enterprises. Achievement of these goals is encouraged whether directly or indirectly or through subcontractors.
- Use of environmentally preferable goods and services to include post-consumer waste and recycled content.
- Products made or grown in Washington.

9.9 Inmate Work Program Preference – RCW 39.26.250

Any person, firm or organization which makes any bid to provide any goods or any services shall be granted a preference over other bidders if:

- a. The goods or services have been or will be produced or provided in whole or in part by any inmate work program of the Department of Corrections and
- b. An amount equal to at least fifteen percent of the total bid amount has been or will be paid by the person, firm or organization to inmates as wages. The preference provided under this section shall be equal to ten percent of the total bid amount.

The preference shall be used for bid evaluation purposes only and the actual dollars bid shall be the contracted amount.

9.10 In-State Preference/Reciprocity

Pursuant to WAC 236-48-085, DES has established a schedule of percentage increases to be added to Proposals from Bidders in states that grant a preference to Contractors located in their state or for goods manufactured in their state. The percentage relates to each respective state are provided in the Reciprocity List located at <http://www.des.wa.gov/SERVICES/CONTRACTINGPURCHASING/Pages/ReciprocalPreference.aspx> and apply only to Proposals received from those states listed. The appropriate percentage may be added to each Proposal bearing the address from a state with in-state preferences rather than subtracting a like amount from Washington State bidders.

This action will be used only for analysis and award purposes. In no instance shall the applied percentage increase the amount to be paid to a Bidder whose Proposal is accepted and awarded a Contract.

9.11 Selection of Apparent Successful Bidder/Vendor

The responsive and responsible Bidder that meets all of the RFQ requirements will be the Apparent Successful Bidder/Vendor(s) (ASB/ASV).

WSLCB may determine, at their sole discretion, if a multiple award is beneficial to the Agency.

WSLCB reserves the right to request additional information or perform tests and measurements as part of the evaluation process before award. Failure to provide requested information within 10 business days may result in disqualification.

Before award, WSLCB may negotiate with an Apparent Successful Bidder to determine if a bid can be improved.

Designation as an Apparent Successful Bidder does not imply issue of an award to your firm. It merely suggests that at this moment in time, WSLCB believes your bid to be responsive. The bidder must not construe this as an award, impending award, attempt to negotiate, etc. If a bidder acts or fails to act as a result of this notification, it does so at its own risk and expense. A Formal award letter will be sent by WSLCB following the complaint, debrief, and protest period.

9.12 Announcement of Apparent Successful Bidder/Vendor

All Bidders responding to this Solicitation will be notified when WSLCB has determined the Apparent Successful Bidder(s). The date of announcement of the Apparent Successful Bidder will be the date of the notification from WSLCB.

9.13 Award

An award, in part or full, is made by WSLCB signature on the signature page of the resulting Contract. In some circumstances, WSLCB may include an award letter which further defines the award and is included by reference to accompany the signature page.

WSLCB reserves the right to award on an all-or-nothing consolidated basis. Following the award, all bidders will receive a Notice of Award, usually through a WEBS notification.

9.14 Statewide Payee Desk

In order to receive payment, Contractors are required to be registered with the Statewide Payee Desk maintained by WATECH for processing Contractor payments. Purchasers who are Washington State agencies cannot make payments to Contractors until the Contractors are registered. Registration materials are available here: [Receiving Payment from the State](#).

10 CONTRACT INFORMATION

10.1 Incorporated Documents and Order of Precedence

A bid submitted to this RFQ is an offer to contract with WSLCB.

A bid becomes a contract only when awarded and accepted by signature of WSLCB and bidder on the Authorized Offer and Contract Signature page. The documents listed below are, by this

reference, incorporated into a contract resulting from this RFQ as though fully set forth herein. No other statements or representations, written or oral, are a part of the contract.

- a. The RFQ
- b. The awarded vendor's bid
- c. All appendices
- d. RFQ amendments (if any)
- e. Award letter (if any).

10.2 Authority to Bind

The signatories to this contract represent that they have the authority to bind their respective organizations to this contract.

10.3 Counterparts

This contract may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate will be deemed an original copy of this contract signed by each party, for all purposes.

10.4 Changes

WSLCB reserves the right to modify the resulting contract (including but not limited to adding or deleting products/services) by mutual agreement between WSLCB and the contractor. Alterations to any of the terms, conditions or requirements of this contract will only be effective upon written issuance of a mutually-agreed contract amendment by WSLCB. Changes to point-of-contact information may be updated without the issuance of a mutually accepted contract amendment.

