



State of Washington

Contracts and Procurement Division
Department of Enterprise Services
P.O. Box 41411
Olympia, WA 98504-1411

Solicitation Amendment

Solicitation No.: 24823
Amendment No.: 2
Effective Date: 3/20/2024

AMENDMENT NO. TWO
TO
SOLICITATION NO. 24823
POLICE RADAR/LIDAR SPEED ENFORCEMENT
&
ACCIDENT SCENE RECONSTRUCTION
GOODS & SERVICES

This Amendment ("Amendment") to Solicitation No. 24823 is effective immediately. Amended attachment Attachment C - Bid Pricev3 is required to be submitted with proposals. The Darfur Contracting Act Certification form may need to be submitted depending on bidder's international dealings: please review to confirm if submittal is required. Amended document 24823 Competitive Solicitationv3 is not required to be submitted with proposals, but should be closely reviewed. All other terms, conditions, and specifications remain unchanged.

P U R P O S E

THE PURPOSE of this amendment is to capture the following changes:

- Bid Extension. The bid deadline has been extended from 3/22/24 to 3/27/24. The bid must be submitted by 11:59 PM PT on 3/27/24. This change was made to give all bidders adequate time to process the Q&A document and accompanying changes. This change is reflected in the 24823 Competitive Solicitationv3.
- Competitive Solicitationv3 also reflects the addition of Category One, Group A5 – DragonEye Technology Standard of Quality or Equal.
- Attachment C – Bid Pricev3 replaces Attachment C – Bid Pricev2 to capture:
 - the addition of Category One, Group A.5 – DragonEye Standard of Quality or Equal
 - Category One, Group C1 "TruSpeed SXB Mapping Kit" is a kit and will be subdivided into its three distinct pieces for clarity:
 - C1.2a TruSpeed SXB – Speed Laser
 - C1.2b Total Pro AI Kit – Bipod and staff, and laser mounting bracket
 - C1.2c QuickMap 3d Android Data Collector Basic Pkg – Tablet, tablet mounting hardware, and software license.
 - C1.1 will be similarly subdivided into three subparts, and C1.3 (QuickMap 3d software) will be removed as it has been absorbed into C1.1c and C1.2c, respectively.
 - C3.4 Rugby CLA & CLH Lasers primary purpose are geared towards construction/building, so C3.4 will be removed altogether from Attachment C – Bid Price.

- A3.6 Ultralyte LRB has been removed due to its discontinuance. Subsequent line items have been renumbered.
- A NASPO sales report template has been included for reference use only. It is not to be filled out or submitted for this bid, but bidders may review to understand reporting expectations.

Any communications regarding this amendment must be addressed to the Procurement Coordinator listed below.

Brad Stringfellow
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DESContractsTeamFir@des.wa.gov

**COMPETITIVE SOLICITATION
FOR
POLICE RADAR/LIDAR SPEED ENFORCEMENT &
ACCIDENT SCENE RECONSTRUCTION**

**ISSUED BY
THE STATE OF WASHINGTON**



Washington State
**DEPARTMENT OF
ENTERPRISE SERVICES**

In collaboration with



COMPETITIVE SOLICITATION NUMBER 24823



COMPETITIVE SOLICITATION No. 24823
FOR
COOPERATIVE PURCHASING AGREEMENTS
FOR
POLICE RADAR/LIDAR SPEED ENFORCEMENT
&
ACCIDENT SCENE RECONSTRUCTION
GOODS & SERVICES

INTRODUCTION

The State of Washington ("*Lead State*"), by and through the Washington State Department of Enterprise Services ("*Enterprise Services*") is issuing this *Competitive Solicitation* pursuant to RCW 39.26. Pursuant to this *Competitive Solicitation*, *Enterprise Services*, in collaboration with the *NASPO ValuePoint* cooperative purchasing program, is conducting a competitive procurement to establish and award one or more *Cooperative Purchasing Agreements* for eligible purchasers (i.e., "*Purchasing Entities*") to purchase specified police radar/lidar speed enforcement and accident scene reconstruction goods and services ("*Goods and/or Services*") used by law enforcement in their daily activities.

A. COMPETITIVE SOLICITATION.

This *Competitive Solicitation* is designed to result in *Cooperative Purchasing Agreements*, awarded by Contract Category and Group that provide cost-effective and efficient procurement solutions for *Purchasing Entities* to purchase included *Goods and/or Services*. The *Competitive Solicitation* includes two (2) Contract Categories, with three (3) Groups in Category One and one (1) Group in Category Two:

Category One. Includes pre-established groupings based on the Standard of Quality (SOQ) expected for each line item in applicable SOQ Manufacturer section. The SOQs can be found in their respective group tabs in Attachment C – Bid Price. Offeror may propose the SOQ for any line item in any Group. ***Alternatively, an equal or better product may be accepted for any line item in any Group.*** Each group will have a different maximum amount of Contracts depending on the number of SOQ Manufacturer Sections or Product Type; see below for detailed award breakdown by Group:

Group A – Speed Enforcement. All products proposed in Category One--Group A, must be shown on the National Highway Traffic Safety Administration's (NHTSA) Conforming Products List (CPL). This category is for vehicle-mounted and hand-held radar and lidar speed measuring devices and software. Up to two (2) awards per SOQ Manufacturer Section with a total of up to ten (10) awards.

Group B – Speed Advisory Systems. This category is for pole and trailer-mounted radar and lidar speed advisory systems and software. Up to two (2) awards per SOQ Manufacturer Section with a total of up to six (6) awards.



Group C –Accident and Crime Scene Re-Construction. This category is for lidar measuring equipment and software used for crime and accident scene re-construction. Up to two (2) awards per SOQ Manufacturer Section with a total of up to twelve (12) awards.

Category Two. Includes Open Submission Products which do not include a SOQ. Offerors may propose any products in any Group that meet the product description and the law enforcement endorsement requirement (see Attachment A-1, Question 30).

Group A – Speed Enforcement. This category is for vehicle-mounted and hand-held radar and lidar speed measuring devices and software. Up to two (2) awards per Product Type with a total of up to ten (10) awards.

Bidders may Bid on any or all Groups and Categories of specified Goods and/or Services.

B. ABOUT NASPO VALUEPOINT.

NASPO ValuePoint is a division of the National Association of State Procurement Officials (NASPO), a non-profit association dedicated to advancing public procurement through leadership, excellence, and integrity. In accordance with *NASPO ValuePoint's* Lead State Model™, the *Lead State* is issuing this *Competitive Solicitation*, evaluating *Bids*, and establishing *Cooperative Purchasing Agreements* with the support and assistance of a Multistate Sourcing Team™ composed of individuals from other member states, representing a broad range of perspectives that ensure the *Competitive Solicitation* incorporates best practices recognized by public entities across the country.

Participation in *NASPO ValuePoint* Cooperative Agreements is convenient and cost-effective for eligible entities—including state departments, institutions, agencies, and political subdivisions, federally recognized tribes, and other eligible public and nonprofit entities in the 50 states, the District of Columbia, and U.S. territories—and contractors, with no membership or registration required.

More information about NASPO, NASPO ValuePoint, and the NASPO ValuePoint Lead State Model can be found at www.naspo.org and www.naspovaluepoint.org.

C. ORGANIZATION OF THIS COMPETITIVE SOLICITATION AND ATTACHMENTS.

This *Competitive Solicitation* is divided into seven (7) sections:

- **Section 1** provides definitions for certain key terms used in this *Competitive Solicitation*. Within the text of the *Competitive Solicitation*, defined terms are identified in italics.
- **Section 2** provides a summary table of relevant deadlines for responding to the *Competitive Solicitation* and identifies contact information for *Enterprise Services'* Procurement Coordinator.
- **Section 3** provides important information about the procurement that is designed to help interested *Bidders* evaluate the potential opportunity, including the purpose of the procurement and *Cooperative Purchasing Agreements*, the form of the resulting *Cooperative Purchasing Agreements*, and potential contract sales.
- **Section 4** identifies how *Enterprise Services* will evaluate the *Bids*.



- [Section 5](#) identifies how to prepare and submit a *Bid* for this *Competitive Solicitation*, including detailed instructions regarding what to submit and how to submit your *Bid*.
- [Section 6](#) details the applicable requirements to file a complaint, request a debrief conference, or file a protest regarding this *Competitive Solicitation*.
- [Section 7](#) provides information pertaining to doing business with the State of Washington.

This *Competitive Solicitation* includes the following Attachments:

- *Attachment A – Required Bidder Information:* These attachments identify information that *Bidders* must provide to *Enterprise Services* to constitute a responsive *Bid*. See Section 5, below.
 - *Attachment A-1 – Bidder’s Certification*
 - *Attachment A-2 – Bidder’s Profile*
- *Attachment B – Performance Requirements:* This attachment outlines the *Competitive Solicitation’s* required specifications/qualifications for the *Good(s) and/or Service(s)*.
- *Attachment C – Bid Price:* This Attachment provides the pricing information that *Bidders* will complete as part of their *Bid* and the price evaluation tool that *Enterprise Services* will use to evaluate and compare *Bids*.
- *Attachment D – Cooperative Purchasing Agreement:* This attachment is a draft of the *Cooperative Purchasing Agreement* that any successful *Bidder* will execute with *Enterprise Services*.
- *Attachment E – Bidder’s Proposed Modifications to Cooperative Purchasing Agreement:* This attachment outlines *Bidder’s* issues, if any, and *Bidder’s* proposed resolution/solution if *Bidder* has any business concerns with the form of *Attachment D – Cooperative Purchasing Agreement* to be awarded. Note, however, that *Enterprise Services* reserves the right not to modify the *Cooperative Purchasing Agreement* and to award the *Cooperative Purchasing Agreement* on the basis of a *Bidder’s* willingness to agree to the *Cooperative Purchasing Agreement*.
- *Attachment F – Participation Information.* This attachment provides a list of states potentially interested in creating a Participating Addendum with *Bidders* awarded a *Cooperative Purchasing Agreement*; states may opt to include some of their Participating Addendum terms and condition for informational purposes only. It also includes some historical sales data and more information about NASPO Valuepoint.
- *Attachment G – Washington Public Records Act & Claims of Business Confidentiality.* This attachment provides an explanation of Washington’s Public Records Act and the process of public records disclosure.



SECTION 1 – DEFINITIONS

This section identifies key definitions used in this *Competitive Solicitation*. Within the text of the *Competitive Solicitation*, defined terms are identified in italics.

- *Award*. The identification of *Bidders* eligible to execute a *Cooperative Purchasing Agreement* following completion of the evaluation process.
- *Bid*. An offer, proposal, or quote for specified *Goods and/or Services* in response to this *Competitive Solicitation*.
- *Bidder*. Any individual or entity who submits a *Bid* in response to this *Competitive Solicitation*.
- *Competitive Solicitation*. This Competitive Solicitation No. 24823, issued by Enterprise Services, pursuant to Washington’s Procurement Code for Goods/Services (RCW 39.26) to conduct a competitive procurement process for *Cooperative Purchasing Agreement(s)* for *Goods and/or Services*.
- *Conforming Product List* or *CPL*. A document of the United States Department of Transportation National Highway Traffic Safety Administration (NHTSA) listing which speed measuring devices are eligible for purchase using Federal highway safety grant funds, based on the device having been subjected to and meeting the technical specifications for Radar and Lidar devices maintained by NHTSA.
- *Contractor*. The entity who, pursuant to a competitive solicitation process conducted by the *Lead State*, is awarded a *Cooperative Purchasing Agreement* and, as such, is authorized to enter into a *Participating Addendum* with any *Participating Entity* to enable such *Participating Entity* to authorize *Purchasing Entities* to purchase *Goods and/or Services* from the *Cooperative Purchasing Agreement*, as specified by the applicable *Participating Entity* in the *Participating Addendum*.
- *Cooperative Purchasing Agreement(s)*. The *Cooperative Purchasing Agreement* that is competitively solicited and awarded by the *Lead State* to *Contractor* and which, pursuant to a *Participating Addendum* between *Contractor* and *Participating Entity*, may be utilized by those *Purchasing Entities* specified by the applicable *Participating Entity* to purchase specified *Goods and/or Services*.
- *Enterprise Services*. The Washington State Department of Enterprise Services, a Washington state governmental agency.
- *Goods and/or Services*. The goods and/or services included within the scope of this *Competitive Solicitation* (see applicable Categories and Groups) for the *Cooperative Purchasing Agreement*.
- *Interested State*. Any state that has requested to be identified as a potential *Participating Entity* in this *Competitive Solicitation*.
- *Lead State*. The State of Washington acting by and through *Enterprise Services*.
- *Multistate Sourcing Team*. The team of individuals assisting the *Lead State* with this *Competitive Solicitation*.
- *NASPO ValuePoint*. *NASPO ValuePoint* is a division of the National Association of State Procurement Officials (“NASPO”), a 501(c)(3) corporation. *NASPO ValuePoint* facilitates



administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Cooperative as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by the Lead State.

- *National Highway Traffic Safety Administration or NHTSA.* A federal government subdivision of the United States Department of Transportation focused on transportation safety.
- *Participating Addendum.* A bilateral agreement executed by a Contractor and a Participating Entity incorporating this Cooperative Purchasing Agreement and any additional Participating Entity-specific language or other requirements (e.g., ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).
- *Participating Entity(ies).* A state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.
- *Procurement Coordinator.* The individual identified in Section 2.2.
- *Products and Pricing.* All approved Goods and/or Services at the price awarded that Contractor is authorized to sell and which are set forth in Attachment B to the awarded Cooperative Purchasing Agreement and posted on the NASPO ValuePoint website.
- *Purchase Order(s).* Any purchase order, sales order, contract or other document or process used by a Purchasing Entity to order the Products.
- *Purchasing Entity(ies).* A state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Cooperative Purchasing Agreement and becomes financially committed to the purchase.
- *Washington Statewide Contract.* A contract for Goods and/or Services awarded, at the discretion of Enterprise Services, to a bidder(s) who qualifies as a Washington Small Businesses and/or Certified Veteran-Owned Businesses.
- *WEBS.* The Washington Electronic Business Solutions system administered by Enterprise Services. See RCW 39.26.150.

SECTION 2 – DEADLINES, QUESTIONS, PROCUREMENT COORDINATOR, AND MODIFICATION

This section identifies important deadlines for this *Competitive Solicitation*, where to direct questions regarding the *Competitive Solicitation*, and the process for potential amendments or modifications to the *Competitive Solicitation*.

- 2.1. **COMPETITIVE SOLICITATION DEADLINES.** The following table identifies important dates for this *Competitive Solicitation*:



COMPETITIVE SOLICITATION DEADLINES		
ITEM		DATE
<i>Competitive Solicitation Posting Date:</i>		January 22, 2024
Pre-Bid Conference:		February 7, 2024 at 11:00 AM (Pacific Time) <i>Virtual Pre-Bid Conference</i> <i>Attend via Insert Platform</i> Weblink: Click here to join the meeting Meeting ID: 264 099 343 751 Passcode: exnYcp Or call in (audio only) +1 564-999-2000,632951182# United States, Olympia (833) 322-1218,632951182# United States (Toll-free) Phone Conference ID: 632 951 182#
Question & Answer Period:	Deadline for Submitting Questions	March 15, 2024
	Anticipated Deadline for Answers	March 20, 2024
Deadline for Submitting <i>Bids</i> :		March 27, 2024; submit by 11:59 PM PT
Anticipated Announcement of Apparent Successful Bidder(s):		July 10, 2024
Anticipated Award of <i>Cooperative Purchasing Agreement(s)</i> :		July 26, 2024
Anticipated Award of <i>Washington Statewide Contract(s)</i> :		August 16, 2024

- 2.2. **COMPETITIVE SOLICITATION QUESTIONS.** Questions or concerns regarding this *Competitive Solicitation* must be directed to the following Procurement Coordinator:

Procurement Coordinator	
Name:	Brad Stringfellow Washington State Department of Enterprise Services



Email:	DESContractsTeamFir@des.wa.gov
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Questions raised at the pre-bid conference and during the Q&A period will be answered and responses posted to Washington's Electronic Business Solution (*WEBS*).

- 2.3. **COMPLAINTS, DEBRIEFS, & PROTESTS.** The *Competitive Solicitation* (and award of any *Cooperative Purchasing Agreement* and any *Washington Statewide Contract*) is subject to complaints, debriefs, and protests as explained in Section 6, which may impact the dates set forth above.
- 2.4. **COMPETITIVE SOLICITATION – AMENDMENT & MODIFICATION.** *Enterprise Services* reserves the right to amend and modify this *Competitive Solicitation*. Only *bidders* who have properly registered and downloaded the original *Competitive Solicitation* directly via *WEBS* will receive notifications of amendments and other correspondence pertinent to this *Competitive Solicitation*. *Bidders* must be registered in *WEBS* to be awarded a *Cooperative Purchasing Agreement* or a *Washington Statewide Contract*. Visit [WEBS](#) to register. For assistance with technical issues associated with *WEBS*, contact WEBSCustomerServices@des.wa.gov.
- 2.5. **WEBS – BIDDERS MUST REGISTER.** *Bidders* are required to create an account in *WEBS* with *Bidder* profile information and attach appropriate commodity codes to *Bidder's* profile. Notifications are sent to registered bidders based on the commodity codes applicable to the procurement. This *Competitive Solicitation* is posted under the following commodity codes:
- 220-48 – Radar Instruments (Marine Type), and Accessories: Magnetrons, etc.
 - 220-43 – Position Measuring Devices (X-Y Coordinates)
 - 680-77 – Radar Instruments, Traffic Enforcement Type (Including Laser Speed Measuring, Ranging Devices and Radar Instruments equipped w/Cameras)
 - 550-88 – Traffic Signals and Equipment, Electric Systems
 - 550-85 – Traffic Signal Poles, Standards, and Brackets
 - 220-48 – Radar Instruments (Marine Type), and Accessories
 - 680-77 – Radar Instruments, Traffic Enforcement Type (Including Laser Speed Measuring, Ranging Devices, Radar Instruments Equipped w/Cameras and Lidar Equipment (Laser)
 - 035-15 – Aircraft Radar

SECTION 3 – INFORMATION ABOUT THE PROCUREMENT

This section describes the purpose of the *Competitive Solicitation* and provides information about this procurement, including the potential scope of the opportunity.

3.1. PURPOSE OF THE PROCUREMENT.

- a. **AWARD COOPERATIVE PURCHASING AGREEMENTS.** The purpose of this *Competitive Solicitation* is to receive competitive *Bids* to evaluate and, as appropriate, award *Cooperative Purchasing Agreements*, by Category and Group, as set forth above, for *Goods and/or Services*.
- b. **AWARD WASHINGTON STATEWIDE CONTRACT(S).** Additionally, to facilitate Washington state agency purchases of *Goods and/or Services* from Washington Small Business and Certified Veteran-



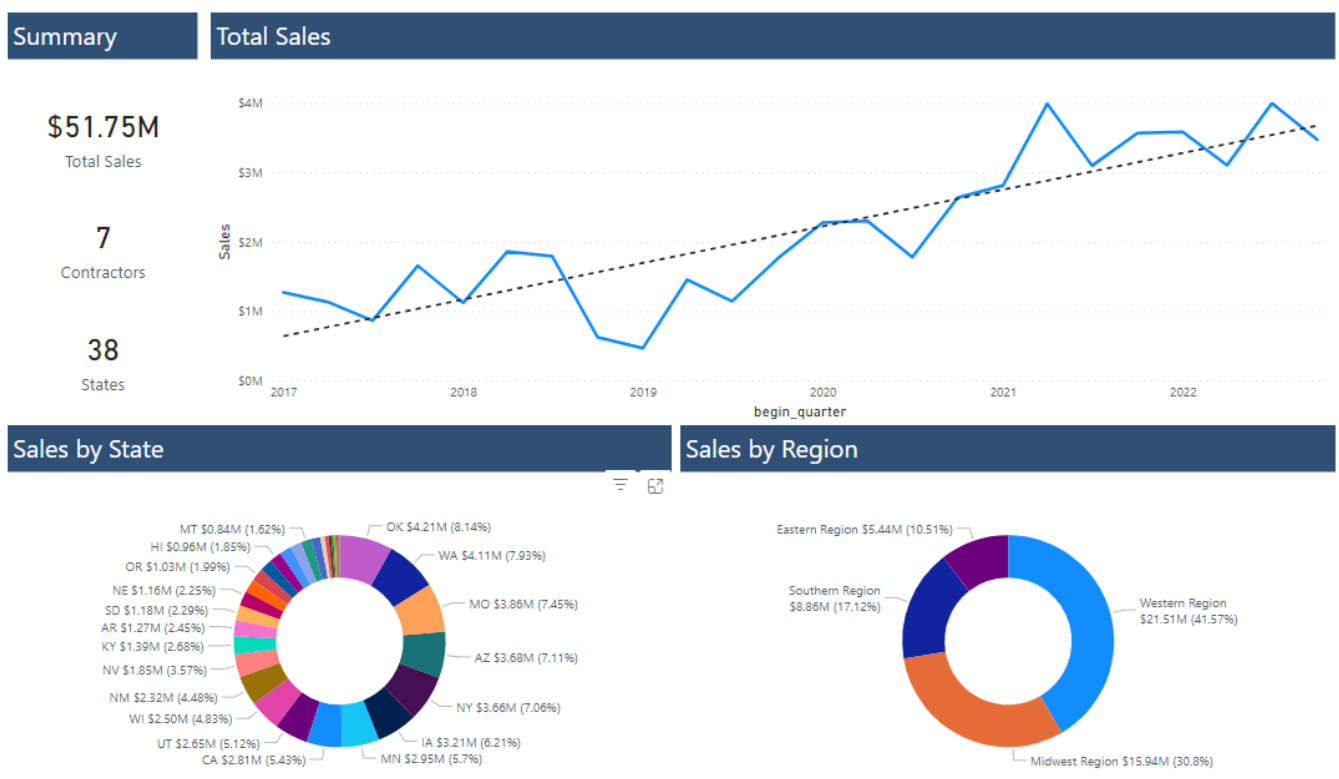
Owned Business *Enterprise Services* will utilize this *Competitive Solicitation* to receive competitive *Bids* from Washington Small Businesses and/or Certified Veteran-Owned Businesses to evaluate and, as appropriate, award (on a reserved award basis) *Washington Statewide Contract(s)*, by Category and Group, as set forth above, *for Goods and/or Services*. In the event *Enterprise Services* receives qualifying *Bids* and awards *Washington Statewide Contract(s)*, the terms and conditions of such *Washington Statewide Contract(s)* shall be substantially similar to the *Cooperative Purchasing Agreement* except that a *Washington Statewide Contracts*:

- Shall include a Vendor Management Fee of 1.25% on all *Goods and/or Services* sold and include sales reporting requirements to *Enterprise Services* (and delete the NASPO ValuePoint administrative Fee and NASPO ValuePoint reporting requirements); and
- Shall be limited to the following purchasers:
 - WASHINGTON STATE AGENCIES. All Washington State agencies, departments, offices, divisions, boards, and commissions.
 - WASHINGTON STATE INSTITUTIONS OF HIGHER EDUCATION (COLLEGES). Any of the following specific institutions of higher education in Washington:
 - State universities – i.e., University of Washington & Washington State University;
 - Regional universities – i.e., Central Washington University, Eastern Washington University, & Western Washington University
 - Evergreen State College;
 - Community colleges; and
 - Technical colleges.
 - CONTRACT USAGE AGREEMENT PARTIES. Any resulting Contract also may be utilized by any of the following types of entities that have executed a Contract Usage Agreement with *Enterprise Services*:
 - Political subdivisions (e.g., counties, cities, school districts, public utility districts, ports) in the State of Washington;
 - Federal governmental agencies or entities;
 - Certain public-benefit nonprofit corporations (i.e., public benefit nonprofit corporations as defined in RCW 24.03A.245 that receive federal, state, or local funding); and
 - Federally recognized Indian Tribes located in the State of Washington.

Enterprise Services maintains a list of eligible Contract Usage Agreement parties on the [MCUA Listing website](#).

- 3.2. **COOPERATIVE PURCHASING AGREEMENT.** The form of the *Cooperative Purchasing Agreement* that will be awarded as a result of this *Competitive Solicitation* is included as **Attachment D – Cooperative Purchasing Agreement**.

- 3.3. **COOPERATIVE PURCHASING AGREEMENT TERM.** As set forth in the attached *Cooperative Purchasing Agreement* for this *Competitive Solicitation*, the term is up to sixty (60) months. *Bidders* are to specify prices for the first twelve (12) months of the *Cooperative Purchasing Agreement* term. The *Cooperative Purchasing Agreement* is subject to earlier termination.
- 3.4. **ESTIMATED SALES.** Currently, thirty (30) states use an existing, but expiring, cooperative agreement for certain of the *Goods and/or Services* that are specified in this *Competitive Solicitation*. The top twenty (20) states, by spend, equal 90.26% of the total sales through 2022. Awarded contractors reported total combined sales through the existing cooperative purchasing agreements of \$51,746,096.71 from 2017 to 2022.



- 3.5. **WASHINGTON STATE PROCUREMENT PRIORITIES & PREFERENCES.** *Enterprise Services* will apply the following Washington State procurement priorities and preferences to this *Competitive Solicitation* which, as set forth in Section 4.5, will impact the evaluation of bids for this *Competitive Solicitation*:

- Executive Order 18-03: 10 points

SECTION 4 – BID EVALUATION

This section identifies how *Enterprise Services* will evaluate *Bids* for this *Competitive Solicitation*.

- 4.1. **OVERVIEW.** *Enterprise Services*, assisted by the *Multistate Sourcing Team*, will evaluate bids for this *Competitive Solicitation* as described below.



- *Bidder* responsiveness, performance requirements, price factors, and responsibility, will be evaluated based on the process described herein.
- Any *Bidder* whose bid is determined to be non-responsive will be rejected and will be notified of the reason(s) for this rejection.
- *Enterprise Services* reserves the right to: (1) Request clarification regarding any *Bid*; (2) Waive any informality; (3) Reject any or all *Bids*, or portions thereof; (4) Accept any portion of the *Bid* unless the bidder stipulates all or nothing in their *Bid*; (5) Cancel the *Competitive Solicitation* and, if desired, re-solicit bids; and/or (6) Negotiate with the highest scored responsive and responsible *Bidder(s)* to determine if such *Bid* can be improved.
- *Enterprise Services* will use the following process and evaluation criteria to determine eligibility for an award of a *Cooperative Purchasing Agreement*:

STAGE	ITEM	CATEGORY 1	CATEGORY 2
		POINTS	POINTS
Bid Responsiveness			
1	Bid Responsiveness Evaluation	Pass/Fail	Pass/Fail
2	Mandatory Minimum Requirements Evaluation <i>Attachment B – Performance Requirements (stage 2)</i>	Pass/Fail	Pass/Fail
Bid Evaluation			
3	Technical Evaluation: Technical Factors <i>Attachment B – Performance Requirements (stage 3)</i>	500	500
4	Cost Evaluation: Cost Factors <i>Attachment C – Bid Price</i> – per group	500	300
Subtotal:		1,000	800
State Procurement Priorities			
5	Executive Order 18-03	10	10
Total:		1,010	810
Responsible Bidder			
6	Bidder Responsibility Analysis	Pass/Fail	Pass/Fail
Contract Negotiations			
7	Contract Negotiations	N/A	N/A

- 4.2. **BID RESPONSIVENESS (STAGE 1 – INITIAL RESPONSIVENESS EVALUATION).** *Enterprise Services* will review *Bids* – on a pass/fail basis – to determine whether the *Bid* is ‘responsive’ to this *Competitive Solicitation*. This means that *Enterprise Services* will review each *Bid* to determine whether the *Bid* is complete – i.e., does the *Bid* include each of the required *Bid* submittals, are the submittals complete, signed, legible. *Enterprise Services* reserves the right – in its sole discretion – to determine whether a *Bid* is responsive – i.e., to determine a *Bidder’s* compliance with the requirements specified in this *Competitive Solicitation* and to waive informalities in a *Bid*. An informality is an immaterial variation from the exact requirements of the



Competitive Solicitation, having no effect or merely a minor or negligible effect on quality, quantity, or delivery of the goods or the quality, capability, 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*. Responsive *Bids* will be evaluated as set forth herein.

- 4.3. **PERFORMANCE REQUIREMENTS EVALUATION (STAGE 2 – MANDATORY MINIMUM REQUIREMENTS).** *Enterprise Services* will evaluate each *Bid* on a pass/fail basis to ensure that each Bidder's *Goods and/or Services* meet the specifications and/or performance requirements set forth in **Attachment B – Performance Requirements STAGE 2 – MANDATORY MINIMUM REQUIREMENTS**. *Enterprise Services* reserves the right to request additional information or perform tests and measurements before selecting the Apparent Successful Bidder. A Bidder's failure to provide requested information to *Enterprise Services* within ten (10) business days may result in disqualification.
- 4.4. **TECHNICAL EVALUATION (STAGE 3 – TECHNICAL CRITERIA).** *Bids* meeting or exceeding the Stage 2 – Mandatory Minimum Requirements will be evaluated on a scored basis in Stage 3 of **Attachment B – Performance Requirements**. With a potential total of five hundred (500) points for this stage, each question has a listed point value where Bidder's response will be scored against the expectations laid out in the question prompt. Each evaluators' score, per question, will be averaged. The averaged score per question will be summed for a Technical Evaluation Score. The Technical Evaluation Score will be added as a subtotal to the overall score.
- 4.5. **BID PRICING EVALUATION (STAGE 4 – COST PROPOSALS).** *Bids* successfully passing Stages 1 through 3 will advance to the Cost proposal evaluation in **Attachment C – Bid Price**. *Enterprise Services* will evaluate bid pricing by reviewing and comparing the submitted *Bid* prices as provided in **Attachment C – Bid Price**. Each Category and Group will be evaluated and scored separately and Bidders may bid on one, many, or all Categories and Groups.

Category One bids have a potential total of five hundred (500) points per group, with each Bidder being evaluated against other bids only from the same Category, Group, and SOQ Manufacturer section (Category One) or Product Type (Category Two). For example, Category One—Group A has five (5) distinct SOQ Manufacturer sections. If Bidder X submits a bid for Manufacturer Section A.1 Applied Concepts SOQ or Equal, they will not be evaluated against Bidder Y submitting a bid for Manufacturer Section A.2 Kustom Signals SOQ or Equal.

Category Two bids have a potential total of three hundred (300) points per group, with each Bidder being evaluated against other bids only from the same Category Group and Product Type.

The scoring per Category and Group, respectively are outlined below:

- **CATEGORY ONE, GROUPS A & B SCORING.** Each line item will be evaluated independently. The lowest evaluated price per line item after % MSRP Discount for each SOQ or equal will receive the maximum weighted points available. Others will receive proportionately fewer based on the formula below:
 - **Lowest Line-Item Price / Higher Line-Item Price * Total Points Available Per Line Item = Bidder Line-Item Points**



- All line-item points are combined for each SOQ Manufacturer Section and equal Bidder's total points for applicable SOQ Manufacturer section (A.1-A.5; B.1-B.3). Bidder is not required to bid on all items within a SOQ Manufacturer section, but may be competing against other bidders who have bid on all items within the same SOQ Manufacturer section. Incomplete bids across multiple SOQ Manufacturer sections will be evaluated as separate bids for each respective SOQ Manufacturer section.
- **CATEGORY ONE, GROUP C SCORING.** Each line item will be evaluated independently. The lowest evaluated price per line item after % MSRP discount per line item will receive the maximum points available. Others will receive proportionately fewer based on the formula below:
 - **Lowest Line-Item Price / Higher Line-Item Price * Total Points Available Per Line Item = Bidder Line-Item Points**
 - All line-item points are combined for each SOQ and equal Bidder's total points for applicable SOQ Manufacturer section (C.1-C.6). Bidder is not required to bid on all items within a SOQ Manufacturer section, but may be competing against other bidders who have bid on all items within the same SOQ Manufacturer section. Incomplete bids across multiple SOQ Manufacturer sections will be evaluated as separate bids for each respective SOQ Manufacturer section.
- **CATEGORY TWO, GROUP A SCORING.** The highest average percentage off MSRP for all proposed products in applicable group by product type will receive the maximum points available. Others will receive proportionately fewer based on the formula below:
 - **Lower Average % Discount / Highest % Discount * Total Points Available = Bidder Line-Item Points**

4.6. **WASHINGTON STATE PROCUREMENT PRIORITIES & PREFERENCES (STAGE 5 – STATE PROCUREMENT PRIORITIES).** *Enterprise Services* will apply the following Washington State procurement priorities and preferences, as set forth below, to this *Competitive Solicitation*:

- PROCUREMENT PREFERENCE FOR EXECUTIVE ORDER 18-03 (Firms without Mandatory Individual Arbitration for Employees). Pursuant to RCW 39.26.160(3) (best value criteria) and consistent with [Executive Order 18-03 – Supporting Workers’ Rights to Effectively Address Workplace Violations](#) (dated June 12, 2018), Enterprise Services will evaluate bids for best value and will provide a bid preference in the amount of ten (10) points to any bidder who certifies, pursuant to **Attachment A-1 – Bidder’s Certification**, that their firm does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

4.7. **BIDDER RESPONSIBILITY ANALYSIS (STAGE 6 – RESPONSIBILITY EVALUATION).** For responsive *Bids*, *Enterprise Services* must determine whether the *Bidder* is a ‘responsible *Bidder*.’ Accordingly, *Enterprise Services* will make reasonable inquiry to determine *Bidder* responsibility on a pass/fail basis. In determining *Bidder* responsibility, *Enterprise Services* will consider the following statutory elements:

- *Bidder’s* ability, capacity, and skill to perform the *Cooperative Purchasing Agreement* and provide the *Goods and/or Services*;



- *Bidder's* character, integrity, reputation, judgment, experience, and efficiency;
- *Bidder's* ability to perform the *Cooperative Purchasing Agreement* within the time specified;
- *Bidder's* performance quality pertaining to previous contracts or services;
- *Bidder's* compliance with laws relating to the *Cooperative Purchasing Agreement* or the *Goods and/or Services*;
- Whether, within the three-year period immediately preceding the date of the *Competitive Solicitation*, *Bidder* has been determined by a final and binding citation and notice of assessment issued by the Washington State 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 chapter 49.46, 49.48, or 49.52 RCW; and
- Such other information as may be secured having a bearing on the decision to award a *Cooperative Purchasing Agreement*.

See RCW 39.26.160(2)(a)-(g). In addition, *Enterprise Services* may consider the following:

- Financial Information: *Enterprise Services* may request financial statements, credit ratings, references, record of past performance, clarification of *Bidder's Bid*, on-site inspection of *Bidder's* or subcontractor's facilities, or other information as necessary to determine *Bidder's* capacity to perform and the enforceability of *Bidder's* contractual commitments. Failure to respond to these requests may result in a *Bid* being rejected as non-responsive.
- References: *Enterprise Services* reserves the right to use references to confirm satisfactory customer service, performance, satisfaction with service/product, knowledge of products/service/industry and timeliness. Any negative or unsatisfactory reference can be reason for rejecting a *Bidder* as non-responsible.

4.8. **CONTRACT NEGOTIATIONS (STAGE 7 – CONTRACT NEGOTIATION).** *Enterprise Services* may negotiate with the highest scored responsive, responsible *Bidder(s)* (Top Bidder) to finalize the *Cooperative Purchasing Agreement* and to determine if the bid may be improved. If, after a reasonable period of time, *Enterprise Services*, in its sole judgement, cannot reach agreement on acceptable *Cooperative Purchasing Agreement* terms with the Top Bidder, *Enterprise Services* may suspend negotiations and undertake negotiations with the next highest scored responsive, responsible *Bidder* as determined by the evaluations.

4.9. **ANNOUNCEMENT OF APPARENT SUCCESSFUL BIDDER.** *Enterprise Services* will determine the Apparent Successful Bidder(s) ("ASB(s)"). The ASBs will be the responsive and responsible *Bidder(s)* who best meet the *Competitive Solicitation* requirements and presents the best total value, including price, as calculated consistent with the instructions set forth in **Attachment C – Bid Price**, and other factors as set forth in this *Competitive Solicitation* including any applicable state procurement priority or preference.

- Designation as an ASB does not imply that *Enterprise Services* will issue an award for a *Cooperative Purchasing Agreement*. Rather, this designation allows *Enterprise Services* to perform further analysis and ask for additional documentation. *Bidders* must not construe ASB designation as an award, impending award, attempt to



negotiate, etc. If a *Bidder* acts or fails to act as a result of such notification or designation, it does so at its own risk and expense.

- Upon ASB announcement, bidders may request a debrief conference as specified in Section 6.

4.10. WASHINGTON RESERVED AWARDS FOR SMALL BUSINESSES AND/OR CERTIFIED VETERAN-OWNED BUSINESSES.

Following the ASB announcement, *Enterprise Services* will determine if the opportunity to include Small and/or Certified Veteran-Owned Businesses is an option and, if so, proceed to negotiating and entering into a *Washington Statewide Contract* in a process substantially similar to the process set forth herein for *Cooperative Purchasing Agreements*.

- 4.11. COOPERATIVE PURCHASING AGREEMENT AWARDS.** Subject to protests, if any, *Enterprise Services* and the ASB will enter into a *Cooperative Purchasing Agreement* as set forth in **Attachment D – Cooperative Purchasing Agreement**. An award is made and a contract formed by signature of *Enterprise Services* and awarded *Bidder* on the *Cooperative Purchasing Agreement*. Following the *Cooperative Purchasing Agreement* award, all *Bidders* registered in *WEBS* will receive a notice of award delivered to the *Bidder's* email address provided in the bidder's profile in *WEBS*. An award of a *Cooperative Purchasing Agreement* does NOT authorize the awarded *Contractor* to make sales of *Goods and/or Services* to any State; Rather, for this cooperative procurement, a *Cooperative Purchasing Agreement* award is a necessary precondition for a State to enter into a *Participating Addendum* with an awarded *Contractor* to utilize a *Cooperative Purchasing Agreement* for such State (i.e., *Participating Entity*).

- 4.12. BID INFORMATION AVAILABILITY.** Upon *Enterprise Services'* announcement of ASB, all bid submissions and all *bid* evaluations are subject to public disclosure pursuant to Washington's Public Records Act. See RCW 39.26.030(2). Upon *Enterprise Services'* announcement of ASB, *Enterprise Services* will post all *bid* evaluations to *Enterprise Services'* website. In addition, *Enterprise Services* intends to post all winning *Bid* submissions to its contract portal webpage after award of the *Cooperative Purchasing Agreement(s)*.

- 4.13. ADDITIONAL COOPERATIVE PURCHASING AGREEMENT AWARDS.** *Enterprise Services* reserves the right, during the resulting *Cooperative Purchasing Agreement* term, to make additional *Cooperative Purchasing Agreement* awards to responsive, responsible *Bidders* who provided a bid but who were not awarded a *Cooperative Purchasing Agreement*. Such awards would be on the same or substantially similar terms and conditions and would be designed to address an awarded *Contractor* vacancy (e.g., an awarded contractor is terminated or goes out of business), respond to Purchasing Entity needs, or be in the best interest of the State of Washington.



SECTION 5 – HOW TO PREPARE AND SUBMIT A BID FOR THIS COMPETITIVE SOLICITATION

This section identifies how to prepare and submit your *Bid* to *Enterprise Services* for this *Competitive Solicitation*. In addition, *Bidders* will need to review and follow the *Competitive Solicitation* requirements including those set forth in the attachments, which identifies the information that *Bidders* must provide to *Enterprise Services* to constitute a responsive *Bid*. By responding to this *Competitive Solicitation* and submitting a *Bid*, *Bidders* acknowledge having read and understood the entire *Competitive Solicitation* and accept all information contained within this *Competitive Solicitation*.

- 5.1. **PRE-BID CONFERENCE.** *Enterprise Services* will host a *Competitive Solicitation* pre-bid conference at the time set forth in Section 2.1 of this *Competitive Solicitation*. Attendance is not mandatory. *Bidders*, however, are encouraged to attend and participate. The purpose of the pre-bid conference is to clarify the *Competitive Solicitation* as needed and raise any issues or concerns that *Bidders* may have. If changes to the *Competitive Solicitation* are required as a result of the pre-bid conference, the *Procurement Coordinator* will post an amendment to this *Competitive Solicitation* to *WEBS*. Assistance for disabled, blind, or hearing-impaired persons who wish to attend the pre-bid conference is available with prior arrangement by contacting the *Procurement Coordinator*.
- 5.2. **BIDDER COMMUNICATIONS REGARDING THIS COMPETITIVE SOLICITATION.** During the *Competitive Solicitation* process, all *Bidder* communications regarding this *Competitive Solicitation* must be directed to the *Procurement Coordinator*. *Bidders* should rely only on this *Competitive Solicitation* and written amendments to this *Competitive Solicitation* issued by the *Procurement Coordinator*. In no event will oral communications regarding this *Competitive Solicitation* be binding.
 - *Bidders* are encouraged to make any inquiry regarding the *Competitive Solicitation* as early in the process as possible to allow *Enterprise Services* to consider and, if warranted, respond to the inquiry. If a *Bidder* does not notify *Enterprise Services* of an issue, exception, addition, or omission, *Enterprise Services* may consider the matter waived by the *Bidder* for protest purposes.
 - If *Bidder* inquiries result in changes to the *Competitive Solicitation*, written amendments will be issued and posted on *WEBS*.
 - Unauthorized contact regarding this *Competitive Solicitation* with other state employees involved with the *Competitive Solicitation* may result in *Bidder* disqualification.
- 5.3. **PRICING.** *Bid* prices must include all cost components needed for the delivery of the *Goods and/or Services* as described in this *Competitive Solicitation*. See **Attachment C – Bid Price**. A *Bidder's* failure to identify all costs in a manner consistent with the instructions in this *Competitive Solicitation* is sufficient grounds for disqualification.
 - **Inclusive Pricing:** *Bidders* must identify and include all cost elements in their pricing. In the event that *Bidder* is awarded a *Cooperative Purchasing Agreement*, the total price for the *Goods and/or Services* shall be *Bidder's* price as submitted. Except as provided in the *Cooperative Purchasing Agreement*, there shall be no additional costs of any kind.
 - **Credit Cards (P-Cards):** In the event that *Bidder* is awarded a *Cooperative Purchasing Agreement*, the total price for the *Goods and/or Services* shall be the same regardless of whether *Purchasing Entities* make payment by cash, credit card, or electronic payment.



Bidder shall bear, in full, any processing or surcharge fees associated with the use of credit cards or electronic payment.

- NASPO ValuePoint Fees: The resulting *Cooperative Purchasing Agreement* from this *Competitive Solicitation* will include NASPO ValuePoint fees as specified in the *Cooperative Purchasing Agreement* included as **Attachment D – Cooperative Purchasing Agreement**.

5.4. **BID SUBMITTAL CHECKLIST – REQUIRED BID SUBMITTALS.** This section identifies the *Bid* submittals that must be provided to *Enterprise Services* to constitute a responsive *Bid*. The submittals must be delivered as set forth below. *Bids* that do not include the submittals identified below may be rejected as nonresponsive. In addition, a *Bidder's* failure to complete any submittal as instructed may result in the *Bid* being rejected. *Bidders* may not provide unsolicited materials. For any supplemental materials expressly required by *Enterprise Services* in writing, *Bidders* must identify such supplemental materials with the *Bidder's* name.

☐ **ATTACHMENT A-1 – BIDDER'S CERTIFICATION**

This document is the Bidder's Certification.

Complete the certification, along with any exceptions or required explanations, and submit it with the *Bid* to Enterprise Services.

Note: the Certification must be complete. Where there are choices, *Bidder* **must** check a box. The certification must be signed and submitted by a duly authorized representative for the *Bidder*.

☐ **ATTACHMENT A-2 – BIDDER'S PROFILE**

This document is required *Bidder* information for *Enterprise Services'* contract administration purposes.

Complete as instructed and submit it with the *Bid* to *Enterprise Services*.

☐ **ATTACHMENT B – PERFORMANCE REQUIREMENTS**

Bidder will need to confirm that *Bidder's Goods and/or Services* and/or *Bidder's* performance meets or exceeds the detailed specifications/qualifications set forth in **Attachment B – Performance Requirements** and submit it with the *Bid* to *Enterprise Services*.

☐ **ATTACHMENT C – BID PRICE**

Bidder will need to complete the price worksheet tool as instructed in **Attachment C – Bid Price** and submit it with the *Bid* to *Enterprise Services*.

☐ **ATTACHMENT E – BIDDER'S PROPOSED MODIFICATIONS TO COOPERATIVE PURCHASING AGREEMENT (if any)**

This document is a required *Bid* submittal **IF** bidder has business issues with the *Cooperative Purchasing Agreement* found in **Attachment D – Cooperative Purchasing Agreement**. If so, Bidder must complete **Attachment E – Bidder's Proposed Modifications to Cooperative Purchasing Agreement** as instructed therein and submit it with the *Bid* to *Enterprise Services*.

☐ **CURRENT INSURANCE CERTIFICATE**

Bidder will need to submit their current Insurance Certificate.



☐ **MANUFACTURER AUTHORIZATION (ONLY REQUIRED FOR DISTRIBUTORS)**

If Bidder is a distributor, they will need to submit a letter from the manufacturer confirming their status as an authorized distributor.

☐ **DARFUR CONTRACTING ACT FORM (ONLY REQUIRED FOR INTERNATIONAL BUSINESS)**

If your firm has conducted business outside the United States in the last three (3) years, please submit.

5.5. **BID FORMAT.** *Bids must be complete, legible, signed, and follow all instructions stated in the Competitive Solicitation (including the attachments). Unless otherwise specified in writing by Enterprise Services, documents included with an electronic Bid must be prepared in MS Word, MS Excel, or Adobe PDF. Where required to do so, Bidders may sign using either a physical or electronic signature.*

5.6. **SUBMITTING BIDS.** *Bidder's electronic Bid must be emailed to DESContractsTeamFir@des.wa.gov. Enterprise Services' email only can accept emails (including attachments) that total less than 30MB in size. Bidders are cautioned to keep email sizes to less than 25MB to ease delivery. Zipped files cannot be accepted.*

SECTION 6 – COMPLAINT, DEBRIEF, & PROTEST REQUIREMENTS

This section details the applicable requirements for complaints, debriefs, and protests.

6.1. **COMPLAINTS.** *This Competitive Solicitation offers a complaint period for Bidders wishing to voice objections to this Competitive Solicitation. The complaint period ends five (5) business days before the Bid due date. The complaint period is an opportunity to voice objections, raise concerns, or suggest changes that were not addressed during the Question & Answer Period or, if applicable, at the Pre-Bid Conference. Failure by the Bidder to raise a complaint at this stage may waive its right for later consideration. Enterprise Services will consider all complaints, but is not required to adopt a complaint, in part or in full. If Bidder complaints result in changes to the Competitive Solicitation, written amendments will be issued and posted on WEBS.*

- a. **CRITERIA FOR COMPLAINT.** *A complaint may be based only on one or more of the following grounds: (a) The Competitive Solicitation unnecessarily restricts competition; (b) The Competitive Solicitation evaluation or scoring process is unfair or flawed; or (c) The Competitive Solicitation requirements are inadequate or insufficient to prepare a response.*
- b. **INITIATING A COMPLAINT.** *A complaint must: (a) Be submitted to and received by the Procurement Coordinator no less than five (5) business days prior to the deadline for Bid submittal; and (b) Be in writing (see Form and Substance, and Other below). A complaint should clearly articulate the basis of the complaint and include a proposed remedy.*
- c. **RESPONSE.** *When a complaint is received, the Procurement Coordinator (or designee) will consider all the facts available and respond in writing prior to the deadline for Bid submittals, unless more time is needed. Enterprise Services is required to promptly post the response to a complaint on WEBS.*
- d. **RESPONSE IS FINAL.** *The Procurement Coordinator's response to the complaint is final and not subject to administrative appeal. Issues raised in a complaint may not be raised again during the protest period. Furthermore, any issue, exception, addition, or omission not brought to the*



attention of the *Procurement Coordinator* prior to *Bid* submittal may be deemed to be waived for protest purposes.

6.2. **DEBRIEF CONFERENCES.** A Debrief Conference is an opportunity for a *Bidder* and *Enterprise Services*, through its *Procurement Coordinator*, to meet and discuss the *Bidder's Bid* (and, as further explained below, is a necessary prerequisite to filing a protest). Following *Bid* evaluation, *Enterprise Services* will issue an ASB announcement. The ASB announcement may be made by any means, but *Enterprise Services* likely will use email to the *Bidder's* email address provided in the *Bidder's Profile*. *Bidders* will have three (3) business days to request a Debrief Conference, if desired. If a Debrief Conference is timely requested, *Enterprise Services* will offer the requesting *Bidder* one meeting opportunity and notify the *Bidder* of the Debrief Conference place, date, and time. Please note, because the debrief process must occur before making an award, *Enterprise Services* likely will schedule the Debrief Conference shortly after the ASB announcement and the *Bidder's* request for a Debrief Conference. *Enterprise Services* will not allow the debrief process to delay the *Cooperative Purchasing Agreement* award(s). Accordingly, *Bidders* should plan for contingencies and alternate representatives. ***Bidders who wish to protest must first participate in a Debrief Conference. Bidders who are unwilling or unable to attend the Debrief Conference will lose the opportunity to protest. A Debrief Conference is a required prerequisite for a Bidder to file a protest.***

- a. **TIMING.** A Debrief Conference may be requested by a bidder following the Apparent Successful Bidder (ASB) announcement.
- b. **PURPOSE OF DEBRIEF CONFERENCE.** Any *Bidder* who has submitted a timely *Bid* may request a Debrief Conference (see also Section 6.4, below). A Debrief Conference provides an opportunity for the *Bidder* to meet with *Enterprise Services* to discuss *Bidder's* bid and evaluation. It does not provide an opportunity to discuss other *Bids* and evaluations.
- c. **REQUESTING A DEBRIEF CONFERENCE.** The request for a Debrief Conference must be made in writing via email to the *Procurement Coordinator* and received within three (3) business days after ASB announcement. Debrief conferences may be conducted either in person at the *Enterprise Services* offices in Olympia, Washington, or virtually (e.g., by telephone or web-based virtual meeting such as MS Teams), as determined by *Enterprise Services*, and may be limited by *Enterprise Services* to a specified period of time. A *Bidder's* failure to request a Debrief Conference within the specified time and attend the Debrief Conference constitutes a waiver of the right to submit a protest. Any issue, exception, addition, or omission not brought to the attention of the *Procurement Coordinator* before or during the Debrief Conference may be deemed waived for protest purposes.

6.3. **PROTESTS.** Following a Debrief Conference, a *Bidder* may protest the award of a *Cooperative Purchasing Agreement*.

- a. **CRITERIA FOR A PROTEST.** A protest may be based only on one or more of the following: (a) Bias, discrimination, or conflict of interest on the part of an evaluator; (b) Error in computing evaluation scores; or (c) Non-compliance with any procedures described in the *Competitive Solicitation*.
- b. **INITIATING A PROTEST.** Any *Bidder* may protest an award to the ASB. A protest must: (a) Be submitted to and received by the Protest Officer specified below, within five (5) business days after the protesting *Bidder's* Debrief Conference (see also Section 6.4, below); (b) Be in writing; (c) Include a specific and complete statement of facts forming the basis of the protest; and (d) Include a description of the relief or corrective action requested.



- c. **PROTEST RESPONSE.** After reviewing the protest and available facts, *Enterprise Services'* Protest Officer will issue a written response within ten (10) business days from receipt of the protest, unless additional time is needed.
- d. **DECISION IS FINAL.** The protest decision is final and not subject to administrative appeal. If the protesting *Bidder* does not accept Enterprise Services' protest response, the *Bidder* may seek relief in Thurston County Superior Court.

6.4. COMMUNICATION DURING COMPLAINTS, DEBRIEFS, AND PROTESTS. With the exception of protests, all communications about this *Competitive Solicitation*, including complaints and debriefs, must be addressed to the *Procurement Coordinator* unless otherwise directed. Protests must be addressed to the Protest Officer.

- a. **FORM, SUBSTANCE, & OTHER.** All complaints, debrief conference requests, and protests must:
 - i. Be in writing;
 - ii. Be signed by the complaining, requesting, or protesting *Bidder* or an authorized agent;
 - iii. Be delivered within the time frame(s) outlined herein;
 - iv. Identify the Competitive Solicitation number;
 - v. Conspicuously state "Complaint," "Debrief," or "Protest" in any subject line of any correspondence or email; and
 - vi. Be sent to the address identified below.
- b. **COMPLAINTS & PROTESTS.** All complaints and protests must (a) State all facts and arguments on which the complaining or protesting *Bidder* is relying as the basis for its action; and (b) Include any relevant documentation or other supporting evidence.

6.5. HOW TO CONTACT ENTERPRISE SERVICES.

- a. **TO SUBMIT A COMPLAINT.** Send an email message to the *Procurement Coordinator*. The email message must include "Complaint" in the subject line of the email message.
- b. **TO REQUEST A DEBRIEF CONFERENCE.** Send an email message to the *Procurement Coordinator*. The email message must include "Debrief" in the subject line of the email message.
- c. **TO SUBMIT A PROTEST.** Send an email message to the Protest Officer at the following email address: DESDLProcurementProtest@des.wa.gov. The email message must include "Protest" in the subject line of the email message.



SECTION 7 – DOING BUSINESS WITH THE STATE OF WASHINGTON

This section provides additional information regarding Washington’s Public Records Act and doing business with the State of Washington, including *Enterprise Services’* efforts to enable Washington’s small, diverse, and veteran-owned businesses to compete for and participate in state procurements for goods/services.

7.1. WASHINGTON’S PUBLIC RECORDS ACT – PUBLIC RECORDS DISCLOSURE REQUESTS.

- All documents (written and electronic) submitted to *Enterprise Services* as part of this procurement are public records. Unless statutorily exempt from disclosure, such records are subject to disclosure *if* requested. See RCW 42.56, Public Records Act. *Enterprise Services* strongly discourages *Bidders* from unnecessarily submitting sensitive information (e.g., information that you might categorize as ‘confidential,’ ‘proprietary,’ ‘sensitive,’ ‘trade secret,’ etc.).
 - If, in *Bidder’s* judgment, Washington’s Public Records Act provides an applicable statutory exemption from disclosure for certain portions of *Bidder’s Bid*, please mark the precise portion(s) of the relevant page(s) of the *bid* that bidder believes are statutorily exempt from disclosure and identify the precise statutory basis for exemption from disclosure.
 - In addition, if, in *Bidder’s* judgment, certain portions of *Bidder’s Bid* are not statutorily exempt from disclosure but are sensitive because these particular portions of *Bidder’s Bid* (NOT including pricing) include highly confidential, proprietary, or trade secret information (or the equivalent) that *Bidder* protects through the regular use of confidentiality or similar agreements and routine enforcements through court enforcement actions, please mark the precise portion(s) of the relevant page(s) of *Bidder’s Bid* that include such sensitive information.
- In the event that *Enterprise Services* receives a public records disclosure request pertaining to information that *Bidder* has submitted and marked either as (a) statutorily exempt from disclosure; or (b) sensitive, *Enterprise Services*, prior to disclosure, will do the following:
 - *Enterprise Services’* Public Records Officer will review any records marked by *Bidder* as statutorily exempt from disclosure. In those situations, where the designation comports with the stated statutory exemption from disclosure, *Enterprise Services* will redact or withhold the document(s) as appropriate.
 - For documents marked ‘sensitive’ or for documents where *Enterprise Services* either determines that no statutory exemption to disclosure applies or is unable to determine whether the stated statutory exemption to disclosure properly applies, *Enterprise Services* will notify the *Bidder*, at the address provided in the *Bid* submittal, of the public records disclosure request and identify the date that *Enterprise Services* intends to release the document(s) (including documents marked ‘sensitive’ or exempt from disclosure) to the requester unless the *Bidder*, at *Bidder’s* sole expense, timely obtains a court order enjoining *Enterprise Services* from such disclosure. In the event bidder fails to timely file a motion for a court order enjoining such disclosure, *Enterprise Services* will release the requested document(s) on the date specified. *Bidder’s* failure properly to identify exempted or sensitive information or timely respond after notice of request for public disclosure has been given shall be deemed a waiver by *Bidder* of any claim that such materials are exempt or protected from disclosure.



7.2. **SMALL & DIVERSE BUSINESSES.** *Enterprise Services*, in accordance with Washington law, encourages small and diverse businesses to compete for and participate in state procurements as contractors and as subcontractors to awarded *Bidders*. See, e.g., [RCW 39.19](#) (OMWBE certified businesses); [RCW 43.60A.200](#) (WDVA Certified Veteran-Owned Businesses); and [RCW 39.26.005](#) (Washington Small Businesses). In support of the state's economic goals and to support a diverse supplier pool, *Enterprise Services* has established the following voluntary numerical goals for *Enterprise Services' Competitive Solicitations*:

- Ten percent (10%) Minority-Owned Businesses certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE);
- Six percent (6%) Women-Owned Businesses certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE);
- Five percent (5%) Veteran-Owned Businesses certified by the Washington State Department of Veterans Affairs (WDVA); and
- Twenty-five percent (25%) Washington Small Businesses, five percent (5%) of which are microbusinesses or minibusinesses as defined in RCW 39.26.010(16) and (17).

Achievement of these goals is encouraged whether directly or through subcontractors.

- **OMWBE CERTIFICATION.** *Bidders* may contact the Washington State [Office of Minority and Women's Business Enterprises](#) (OMWBE) regarding information on Minority-Owned and Women-Owned certified firms, state and federal certification programs, or to become certified. OMWBE can be reached by telephone, 866-208-1064, or through their website at [OMWBE](#). OMWBE-Certified firms may provide their certification information to *Enterprise Service* through **Attachment A-2 – Bidder's Profile**.
- **WDVA CERTIFICATION.** *Bidders* may contact the [Washington State Department of Veterans' Affairs](#) (WDVA) for information regarding Certified Veteran-Owned Businesses or to become a Certified Veteran-Owned Business. The WDVA can be reached by telephone, (360) 725-2169, or through their website at [WDVA](#). The qualification requirements to be a Certified Veteran-Owned Business are set forth in **Attachment A-1 – Bidder's Certification**.
- **WASHINGTON SMALL BUSINESSES.** *Bidders* may contact *Enterprise Services* about small and diverse business inclusion and qualification as a Washington Small Business. If *Bidder* qualifies as a Washington Small Business, identify bidder as such in *WEBS*. Call *WEBS* Customer Service at 360-902-7400. The qualification requirements to self-certify as a Washington Small Business are set forth in **Attachment A-1 – Bidder's Certification**.

7.3. **WEBS REGISTRATION.** Individuals and firms interested in state contracting opportunities with *Enterprise Services* or any Washington state agency should register for competitive solicitation notices at the Washington Electronic Business Solution ([WEBS](#)) [WEBS Registration](#). Note: There is no cost to register in *WEBS*.

7.4. **POLYCHLORINATED BIPHENYLS (PCBs) NOTICE.** Polychlorinated biphenyls, commonly known as PCBs, have adverse effects on human health and the environment. Accordingly, the State of Washington, through its procurements of goods/services, is trying to minimize the purchase of products with PCBs and to incentivize its contractual vendors to sell products and products-in-packaging without PCBs.

Question & Answer #2

COMPETITIVE SOLICITATION NO. 24823 FOR POLICE RADAR/LIDAR SPEED ENFORCEMENT & ACCIDENT SCENE RECONSTRUCTION

This document is posted to capture the questions received during the question & answer period for Competitive Solicitation No. 24823 for Police Radar/Lidar Speed Enforcement & Accident Scene Reconstruction. This document is the official response to the questions received.

Questions or responses included in this document require changes to the solicitation documents. The solicitation has been updated in Attachment C – Bid Pricev2 on WEBS as **Attachment C – Bid Pricev3** and 24823 Competitive Solicitationv2 on WEBS as **24823 Competitive Solicitationv3**.

All changes are detailed in the Solicitation Amendment document (titled “24823 SolAmd2) which includes a **bid deadline extension** (3/22/24 to 11:59 PM PT 3/27/24), adding an additional Standard of Quality Manufacturer group to Category One, Group A as Group A5, and the addition of **the Darfur Contracting Act Certification**.

Any additional questions regarding this solicitation must be directed to the Procurement Coordinator listed below.

Brad Stringfellow
360-407-9429
DESContractsTeamFir@des.wa.gov

#	Question	Response	Did this change the solicitation?
1.	We noticed that DragonEye is not included on the Bid Price spreadsheet and are hoping that we have not jeopardized our ability to submit. Can you please advise? we are still on the NHTSA CPL	DragonEye Compact Speed Lidar and DragonEye Speed Lidar have been pulled from the NHTSA Conforming Products List (CPL) and added as Group A5 in Attachment C – Bid Price.	Yes
2.	I'm currently working on the new NASPO contract and need a Darfur Contracting Act form. Can someone point me in the right direction?	Yes, The Darfur Contracting Act Certification has been added to the accompanying WEBS documents.	No
3.	CAT1 GRP-c Acc&CrimeScene tab: most listed items need accessories (software, tripods, controllers) not included with the product description. Bidding is limited to one SKU & does not allow multiple mandatory accessories to be listed on one line spreadsheet. Is it o.k. to list all these mandatory items for the bid item to function on Parts&Accessories tab even though that tab says "optional" or should be listed below under "additional products"? Related question from other bidder: If there are accessories to support a package SKU, how should those accessories be listed in Attachment C? Under Additional Products on Group C tab, or on the Parts & Accessories tab?	For the purposes of evaluation, Bidders should attempt to match the requested Standard of Quality product descriptions as closely possible. If additional accessories are needed, they can be added to the Parts & Accessories page. Additional products similar to category description that are not used for evaluation can be placed below the evaluation portion of the table in the "Additional Products" table. This can include bundles, other product variations, and similar additional products.	No
4.	C1.2 –"TruSpeed SXB Range-Range Mapping Kit." This item seems to be on the wrong tab. It is a speed enforcement only product, not an accident scene re-construction product.	Further review reveals that the Attachment C – Bid Price Category One, Group C1 "TruSpeed SXB" is capable of speed enforcement and, when paired with mapping systems, capable of crash and crime scene investigations. "TruSpeed SXB Mapping Kit" is a kit and will be subdivided into its three distinct pieces for clarity: • C1.2a TruSpeed SXB – Speed Laser • C1.2bTotal Pro AI Kit – Bipod and staff, and laser mounting bracket • C1.2c QuickMap 3d Android Data Collector Basic Pkg – Tablet, tablet mounting hardware, and software license. C1.1 will be similarly subdivided, and C1.3 will be deleted as it has been absorbed into C1.1c and C1.2c, respectively.	Yes

5.	C3.4 "Rugby CLA & CLH Lasers" are two items requiring two SKUs. Should this be two lines items or list one under "additional products" at the bottom of this tab?	Further review of Rugby CLA & CLH Lasers reveals their primary purpose is geared towards construction/building, so C3.4 will be removed altogether from Attachment C – Bid Price. Such a product could still be included as an additional product, but will not be used as a means for evaluation.	Yes
6.	A3.6 Ultralyte LRB – Unit is Discontinued and no longer available. Request to remove from solicitation.	A3.6 Ultralyte LRB has been removed from Attachment C – Bid Price.	Yes
7.	Question regarding Attachment D - Section 6.2 GOODS REMEDY. If Goods do not comply with the Goods Warranty or any defects develop during the Goods Warranty Period under normal use, at Purchasing Entity's election, Contractor promptly shall remedy the defect by replacing any defective Goods. Is there a process for this? What does the process look like?	Vendors may establish or adapt their own protocols or processes to be compliant with Cooperative Purchasing Agreement terms. Both parties are expected to put forth a good faith effort to resolve issues such as defective goods.	No
8.	Question regarding Attachment D - Section 6.7 FAILURE TO REMEDY. If Contractor does not remedy a defect or nonconformity within ten (10) calendar days after receipt of written notice from Purchasing Entity, or if an emergency exists rendering it impossible or impractical for Purchasing Entity to have Contractor provide a remedy, Purchasing Entity may, without prejudice to any other rights or remedies available to it, make or cause to be made required modifications, adjustments, or repairs, or may replace Goods, Services, IT Goods, or IT Services, in which case Contractor shall reimburse Purchasing Entity for its actual costs or, at Purchasing Entity's option, Purchasing Entity shall offset the costs incurred from amounts owing to Contractor. Question: Is there a process for this? What does that process look like?	Vendors may establish or adapt their own protocols or processes to be compliant with Cooperative Purchasing Agreement terms. Both parties are expected to put forth a good faith effort to resolve issues such as defective goods.	No
9.	Does a Contractor who is awarded a Cooperative Purchasing Agreement have the choice to enter into Participating Addendums or must a Contractor accept any Participating Addendums? Are Participating Addendums negotiable at the time?	Contractors are expected to work in good faith with each interested state/party to finalize Participating Addendums. Participating Addendums are negotiable, but many states will have some additional requirements mandated by law.	No

10.	Question regarding Attachment D – Section 6.1: Is the warranty intended to be “twelve (12) months from the date when the Goods are put into use, or eighteen (18) months after deliver of the Goods, whichever is later, not to exceed a total of thirty (30) months?” (i.e., that the longest possible warranty is, if the Goods are put into use on the last day of 18 months after delivery, 12 months later, but not allowing for a 12 month warranty if the Goods were put into use 20 months after delivery (as the warranty would have expired 18 months after delivery).	Yes, a maximum of 30 months.	No.
11.	In section 12.2 [of Attachment D], there is reference to “Contractor shall, using the reporting tool or template provided by NASPO ValuePoint” for submitting the various reporting requirements; can you please share samples of these templates.	A sample of the template is available here:  SAMPLE NASPO Sales Reporting Temp	No
12.	If there are multiple versions of one of the Product Names listed in Attachment C – Bid Pricev2, should we add an additional row or should we simply include those alternative versions under the Additional Products section?	Bidder should use their best judgment in selecting the most competitive product that fully meets the listed requirements for evaluation. All other products should be included in the “Additional Products” section below which will not be used for evaluation purposes, but if bidder is awarded, will be considered for inclusion in the Cooperative Purchasing Agreement.	No
13.	If an agency requests something that is not listed in Attachment C, are they still able to utilize the contract with those accessories added to a quote?	Bidders who are awarded Cooperative Purchasing Agreements will be encouraged to add all products relevant to their awarded categories. If a potential customer requests items not included in the Cooperative Purchasing Agreement, those items will need to be addressed separate from Contract items as awarded vendors will have sales reporting obligations to NASPO and some state partners via Participating Addendums on Contract sales.	No
14.	If our SKU for a product only represents a single configurable product, do we need to create a unique SKU, or can we list the main SKU and have a know [sic] package built for the contract?	Bidders are encouraged to use their best judgment to read the Standard of Quality/Product descriptions and select the most competitive product that fits the description and requirements. Vendor does not need to create new SKUs for this solicitation. Variations of the bid product can be listed in the “Additional Products” table below each Category’s evaluation table.	No

15.	Section 19.9 of the Cooperative Purchasing Agreement contains the limitation on damages. The following liabilities are excluded from the limitation (and are therefore unlimited): a party's liability for all damages arising out of that party's intentional acts or omissions; and the operation of any Goods and/or Services warranty provided in the Cooperative Purchasing Agreement. Does the phrase "intentional acts or omissions", mean the same thing as "intentional torts"? In other words, are only intentional torts carved out from the limit of liability? Or does the state intend to exclude from the limit of liability all acts or omissions intending to cause harm?	The intentional acts or omissions is the intended language. It is not meant to mean intentional torts.	No
16.	Section 19.9 of the Cooperative Purchasing Agreement contains the limitation on damages. The following liabilities are excluded from the limitation (and are therefore unlimited): a party's liability for all damages arising out of that party's intentional acts or omissions; and the operation of any Goods and/or Services warranty provided in the Cooperative Purchasing Agreement. Why doesn't the form contract exclude certain liabilities that the Purchasing Entity agrees to undertake? For example, the Purchasing Entity has payment obligations. These should not be subject to the \$2,000,000 limit of liability if the Purchasing Entity purchases more Goods and Services than that amount. Or, if the Purchasing Entity infringes the Contractor's IP rights, the \$2,000,000 limitation of liability should not apply.	It is the intent of the language that the intentional acts would cover non-payment or infringement of IP in the rare circumstances those arise. It is never a purchasing entities' intent to not pay for the goods provided. That is an obligation of all purchasing entities and non-payment for authorized purchases should never occur. Likewise, it would be difficult for a purchaser to violate Contractor's IP rights without it being an intentional act.	No

17.	Does the Lead State anticipate that the sale of goods and services under the bid heading "Cooperating Purchasing Agreement for items Competitive Solicitation 24283 Police Radar/LIDAR Speed Enforcement & Accident Scene Re-Construction" will involve Purchasing Entity's data and/or access to an IT network?	This will be evaluated on a case-by-case basis and will depend on the nature of how bidder's products operate, what data is collected, how it is processed, and how/where it is stored. At the end of Attachment D is Exhibit C – Data Security Requirements (p.38). These terms have higher IT security and infrastructure requirements that will be required if Bidder company is receiving, processing, or storing customer data or Bidder company has access to customer systems. If data is more of a closed loop between customer and their product, then these additional security requirements may not be required.	No
18.	In regard to Polychlorinated Biphenyls (PCBs) Notice, what requirements need to be met, or is this just a guideline?	At this time, it is a guideline. If vendor's products or packaging are found to contain PCBs, efforts will be made to try and reduce or limit their use on Contract items.	No