

Request for Quotations and Qualifications

Number T12-RFQQ-013

To Establish

Master Contracts

For The

State of Washington

For

Telecommunications Cabling Materials and Services

**Release Date: May 24, 2012**

KEY INFORMATION SUMMARY SHEET

|  |  |
| --- | --- |
| **RFQQ Title** | **Telecommunications Cabling Materials and Services**  |
| **RFQQ Number** | T12-RFQQ-013 |
| **RFQQ Release Date** | May 24, 2012 |
| **Response Due Date and Time** | July 6, 2012, 3:00 P. M., Local Time  |
| **Vendor Response Checklist** | See Appendix F |
| **RFQQ Response Delivery Address** | Department of Enterprise Services(Bid# T12-RFQQ-013)1500 Jefferson StreetPO Box 42445Olympia, WA 98504 |
| **RFQQ Coordinator & Contact Info** | Gay ThomasGay.Thomas@des.wa.gov360-407-8772 |
| **Optional Pre-Proposal Conference** | June 15, 201210:00-11:30 AMPresentation Room, 1st Floor1500 Jefferson StreetOlympia, WA 98504 |

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**SECTION 1**

# **INTRODUCTION**

## Background

The Department of Enterprise Services (“DES”) is a diverse agency with a mission to deliver innovative, responsive and integrated services. DES is committed to enabling government to best serve the people of Washington. Its expertise covers a wide range of services, including information technology master contracts for use by other state agencies, local governments, and public benefit non-profit corporations. DES also operates the state’s Internet portal, Access Washington <<http://access.wa.gov>>, offering a single point of entry for citizens and business to government information and services. For more information about DES, visit the DES Web site at <<http://des.wa.gov>>.

## Purpose

The purpose of this Request for Quotation and Qualifications (RFQQ) is to establish “optional-use” Master Contracts to provide telecommunications cabling materials and services to new and previously installed LANS/WANs and other voice, data or video systems throughout the state of Washington. Inside work under these Master Contracts will include telecommunications installations in new buildings, major renovated buildings and additions to existing cabling networks. Outside work will be for inter-building connectivity. Outside work may include digging, trenching, as well as installing cabling. Telecommunications cabling covered by this specification includes outside aerial and underground cables, and inside riser, distribution and station cabling. Copper twisted pair, coaxial cable and fiber optic cables and other types of low voltage signaling cables installed within buildings or campus environments are included within the scope of this specification.

Purchasers may acquire Materials and Services through a second-tier competitive selection process and then enter into an Order Document or Statement of Work with the Contractor who offers the best overall value for their specific requirements.

## Acquisition Authority

Chapter [43.41A](http://apps.leg.wa.gov/rcw/default.aspx?cite=43.41A&full=true) of the Revised Code of Washington (“RCW”) as amended establishes the Washington State Office of the Chief Information Officer (hereinafter, the “OCIO”). While the OCIO does not purchase for agencies, it regulates the manner in which state agencies may acquire information technology equipment, software, and services. The OCIO publishes policies and standards that determine when goods and services must be competitively acquired. RCW [43.19.005](http://apps.leg.wa.gov/RCW/default.aspx?cite=43.19&full=true#43.19.005)(2)(b) authorizes DES to establish and make available master contracts to state agencies, local governments, and public-benefit nonprofit corporations on a full cost-recovery basis. Authority for the issuance of this Request for Quotations and Qualifications (“RFQQ”) and the establishment of the resulting Master Contracts is in accord with the OCIO’s policy and RCW [43.19.005](http://apps.leg.wa.gov/RCW/default.aspx?cite=43.19&full=true#43.19.005)(2)(b).

DES also has authority over Personal Services contracts resulting from this RFQQ. Under the provisions of chapter [39.29](http://apps.leg.wa.gov/RCW/default.aspx?cite=39.29) RCW, state agencies must file certain Personal Services Contracts with DES. Where contracts are required to be filed with DES, work may not commence and payment shall not be made pursuant to those contracts until a minimum of ten (10) working days have passed after the date the contract is filed with DES. Nor may work commence or payment be made under such contracts until, when approval is also required, the contract has also been approved by DES. In the event DES fails to approve the contract, the contract is null and void.

## Exclusions

This RFQQ and resultant Master Contract(s) do **not** cover the supply of accessories or equipment independent of cabling installation. Accessories (such as patch cords, jumpers and other support products) can only be offered as part of a cabling installation or maintenance project, or as additional supplies after a project is completed for a Purchaser. Also excluded is Control Equipment such as telephones, televisions, CPUs, etc.

## Term of Master Contract

The initial term shall be one (1) year commencing upon the date of execution by DES. After the initial one-year period, DES may extend the Contract for up to five (5) additional one (1) year renewals. The decision to extend will be based on the Vendor’s service performance, Vendor’s request for annual price increase, and the total amount of business conducted with all levels of government.

Extensions shall be executed by the DES Contract Administrator giving written notice to the Vendor not less than thirty (30) days prior to the expiration date of the term of the Master Contract, subject to any revised terms and conditions which may then be in effect.

At Purchaser’s option, Order Document/Statement of Work (SOW) or renewal (SOWs) entered into prior to the expiration or other termination of the Master Contract (except Termination for Default) may be completed subject to all the other terms and conditions of the Master Contract. (See Section 3.18)

## Definitions

**“Acceptance”** shall mean that the Equipment/Service has passed its Acceptance Testing and shall be formalized in a written notice from Purchaser to Vendor; or, if there is no Acceptance Testing, Acceptance shall occur when the Equipment is delivered or Service performed.

**“Acceptance Date”** shall mean the date upon which Acceptance occurs.

**“Acceptance Testing”** shall mean the process for ascertaining that the Equipment meets the standards set forth in the section titled Technical Specifications/Requirements, prior to Acceptance by the Purchaser.

**“Administration”** (Services) shall mean the method for labeling, identification, documentation and usage needed to implement moves, adds and changes of the communications infrastructure.

**“American Wire Gage” (AWG)** shall mean a wire diameter specification.

**“Ancillary Equipment”** shall mean support products that are added or connected to cabling in a subordinate or auxiliary capacity, such as protectors, ties, and wraps. Ancillary Equipment does not include any Control Equipment, such as CPUs, televisions, or telephones.

**“Attenuation”** shall mean the decrease in magnitude of transmission signal strength between points, expressed in dB as the ration of output signal level.

**“Apparently Successful Vendor”** (ASV) shall mean the vendor(s) who: (1) meets all the requirements of this RFQQ; and (2) receives Total Points equal to or exceeding the average Total Points score in at least one Category and Region combination.

**“Backbone”** shall mean a cable connection between telecommunication or wiring closets, floor distribution terminals, entrance facilities, and equipment rooms either within or between buildings.

**“Building Industry Consulting Service International (BICSI)”** is an international non-profit association for telecommunication education.

**“Business Hours”** shall mean Monday through Friday, 8 AM to 5 PM, excluding Washington State holidays.

**“Cable/Cabling”** shall mean a group of wire strands bundled or twisted together or optical fiber(s), within an enveloping sheath, that meets the requirements specified in the RFQQ and/or resultant Master Contract and/or Order Document/SOW. This term includes any combination of cables, jumpers, tie wraps, and support equipment necessary to meet the requirements of the RFQQ, Master Contract, and Order Document/SOW.

**“Certified Warranty Manufacturer”** shall mean the firm that warrants the designated structured cabling system, including all cabling and connectivity components that comprise the telecommunications signal transmission infrastructure for twenty (20) years or more. The component parts may be different manufacturers, but have been “certified” to be compatible with the Certified Warranty Manufacturer’s Equipment.

**“Contract” or “Master Contract”** shall mean the RFQQ, the Response, Contract document, all schedules and exhibits and all amendments awarded pursuant to this RFQQ.

**“Control Equipment”** shall mean the equipment that controls the signaling through the cable, for example telephones, CPUs or televisions. Control Equipment is specifically **excluded** from the scope of the RFQQ and any resultant Contract(s).

**“Delivery Date”** shall mean the date by which the Materials/Services ordered must be delivered.

**“DES”** shall mean the State of Washington Department of Enterprise Services.

**“Effectiveness Level”** shall mean the percentage of time in a month that a Product is functioning properly in accordance with its Specifications.

**“EIA”** is the Electronic Industries Association.

**“Heavy Duty Equipment”** shall mean PickupTruck/Vehicle or Cable Van/Fiber Van.

**“Installation”** shall mean the placement of fiber or wire cable from the nearest distribution point, including all necessary internal wiring and associated Equipment to support the integrity of the facility.

**“Installation Date”** shall mean the date by which all Equipment ordered as a result of this RFQQ shall be in place, in good working order and ready for Acceptance Testing.

**“Maintenance”** shall mean any activity such as test, measurements, replacement, adjustments or repairs, intended to eliminate faults or to keep Cabling functioning in compliance with the Specifications.

**“Mandatory” or “(M)”** shall mean the Vendor must comply with the requirement, and the Vendor's Response will be evaluated on a pass/fail basis.

**“Mandatory Scored” or “(MS)”** shall mean the Vendor must comply with the requirement, and the Vendor's Response will be scored.

**“Materials”** shall mean the items needed to perform the requirements specified in the RFQQ and resultant Master Contract(s), such as copper wiring and optical fiber voice and data cabling, ancillary, support and component parts within the scope of the solicitation. This includes blocks, brackets, terminations, jumpers, bonding, surge protection devices, grounding, cabling, conduit, wire mould, outlet boxes, outlets and faceplates, and miscellaneous support products.

**“Order” or “Order Document”** shall mean any official document and attachments thereto specifying the Material and/or Services to be purchased from Vendor under this RFQQ and resultant Master Contract.

**“OSHA”** is the Occupational Safety and Health Act.

**“Outside Plant”** (OSP) shall mean communications infrastructure designed for installation exterior to buildings.

**“Personal Services”** shall mean professional or technical expertise provided by a consultant to accomplish a specific study, project, task, or other work statement, pursuant to chapter [39.29](http://apps.leg.wa.gov/RCW/default.aspx?cite=39.29) RCW.

**“Project”** shall mean a specific defined task as described in the Order Document/Statement of Work. A project usually has a specific begin date and end date, specific objectives and specific resources assigned to perform the work.

**“Public Work”** shall mean work, construction, alteration, repair, or improvement that is executed at Purchaser’s cost and declared a “Public Work” by the Purchaser in the Order Document or Statement of Work. This includes, but is not limited to, demolition, remodeling, renovation, road construction, building construction, and utilities construction. (See RCW [39.04.010](http://apps.leg.wa.gov/RCW/default.aspx?cite=39.04.010))

**“Purchased Services”** (Services) shall mean those Services and activities provided by Vendor to accomplish routine, continuing, and necessary functions as set forth in this RFQQ, any resulting Master Contract or Statement of Work.

**“Purchaser”** shall mean any eligible user, as described in Subsection 1.7, utilizing a Master Contract resulting from this RFQQ.

**“RCW”** means the Revised Code of Washington.

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

**“Services”** may include both Personal Services and Purchased Services and shall mean those Services provided by Vendor relating to the solicitation, deployment, development and/or implementation activities that are appropriate to the scope of this solicitation such as cabling installation, administration and maintenance/repair.

**“State”** shall mean the state of Washington.

**“Statement of Work” or “SOW”** shall mean a separate description of the work to be accomplished by Vendor under the terms and conditions of this Master Contract submitted by Purchasers.

**“Subcontractor”** shall mean one not in the employ of Vendor, who is providing part of the Materials and/or Services under the resulting Master Contract under a separate contract with Vendor. The term “Subcontractor” means Subcontractor(s) of any tier.

**“Telecommunications”** shall mean any transmission, emission, switching and reception of signs, signals, writings, images, and sounds, that is information of any nature by cable, radio, optical, or other electromagnetic systems.

**“TIA”** is the Telecommunication Industries Association.

**“UL”** shall mean Underwriters Laboratories.

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

**“Vendor Account Manager”** shall mean a representative of Vendor who is assigned as the primary contact person with whom the DES Contract Administrator shall work throughout the duration of this Contract, unless replaced, with advance approval of the DES Contract Administrator, and as further defined in the section titled **Vendor Account Manager**.

**“Vendor Project Manager”** shall mean a representative of Vendor who is assigned to each Purchaser installation project as the coordinator of activities and the primary point of contact, as further defined in the section titled **Vendor Project Manager**.

**“WAC”** shall mean the Washington Administrative Code.

**“WISHA”** shall mean the Washington Industrial Safety and Health Act.

## Master Contract Use

This RFQQ is being issued on behalf of Washington State. The results of this RFQQ may be used by State agencies, institutions, school districts, political subdivisions (e.g., counties, cities, public utility districts, as defined in the Interlocal Cooperation Act, chapter [39.34](http://apps.leg.wa.gov/RCW/default.aspx?cite=39.34) RCW), and public-benefit nonprofit corporations that are eligible to receive services from DES under chapter [43.19](http://apps.leg.wa.gov/RCW/default.aspx?cite=43.19.005) RCW.

## Multiple Awards and Regional Contracts

DES reserves the right to select and enter into a Master Contract with multiple Vendors as a result of this solicitation. It is the intention of DES to establish optional-use Master Contracts for copper wiring and optical fiber voice and data cabling Materials and Services, either on a statewide basis, or by region, or a combination of both statewide and regional.

For the purposes of this solicitation, the state has identified two categories of award. The categories are as follows:

**Category A- Inside Cabling Projects**. These projects would normally be utilized for cable installation and administration such as Moves, Adds, and Changes (MACs), and less complex installation, maintenance and repair work accomplished inside a building. These projects would not require any Outside Plant work.

**Category B- Inside/Outside Cabling Projects**. Category B awards will generally be for more complex work, requiring both inside and outside work, such as major installations or renovations that require opening the ground by directional boring, or trenching or placing aerial, in-ground or underground copper and/or fiber cabling that may require inter-building connectivity.

Vendors may bid on either Category A and/or Category B. If Vendor bids on Category A, Vendor will **not** be eligible for any Outside Plant work projects. Those Vendors bidding on Category A do not have to respond to RFQQ requirements for Category B.

Vendors bidding on Category B will be eligible for both inside and outside work projects, and must respond to all RFQQ requirements.

It is permissible for Vendors to submit Responses for both Category A and Category B; however, each Response must conform fully to the requirements for Response submission.

For the purposes of this solicitation, the state has been divided into two (2) regions. The two (2) regions are:

**Region 1**

**Eastern Washington** - East of the Pacific Crest Trail

**Region 2**

**Western Washington** - West of the Pacific Crest Trail

Vendors may bid on one or both regions. Responses for each region and category will be evaluated separately against all other Vendors bidding for that region and category. When multiple regions and categories are awarded to one Vendor, they will be combined into one Master Contract. DES reserves the right to award by whole or in part, whichever is deemed to be in the best interest of the State.

DES will award Master Contracts to Vendors who meet all RFQQ requirements and receive Total Points equal to or exceeding the average Total Points score in at least one Category and Region combination.

## Quantity/Usage

Since the Master Contract(s) resulting from this solicitation will be designated as “optional-use,” no guarantee of volume or usage can be given.

While the State does not guarantee any usage of any Master Contract(s) awarded as a result of this RFQQ, the following is provided for informational purposes only:

For the prior fiscal year, there has been $6 million purchased from the current cabling master contracts.

## Overview of Solicitation Process

The release of this RFQQ, Responses received by Vendors, evaluation, Apparently Successful Vendor (“ASV”) selection, execution of any Master Contracts and, where applicable, amendments thereto, constitutes, and is referred to as, the First-Tier. The subsequent Vendor selection process used by Purchasers to acquire Vendor materials and services for actual work constitutes, and is referred to as, the Second-Tier.

**First-Tier:** DES intends to execute multiple Master Contracts as a result of this RFQQ. These Contracts will make available to Purchasers a pre-qualified pool of Contractors.

**Second-Tier:** Purchasers will conduct Second-Tier acquisitions among the Vendors with Master Contracts based on their specific requirements as follows:

**Direct Buy**

Purchases under ten thousand ($10,000) dollars are exempt from the Second-Tier acquisition process. Purchasers may buy directly from any Cabling Master Contract. (The direct buy threshold is subject to change based on Procurement Reform Legislation)

**Purchases Over The Direct Buy Threshold**

Purchasers must obtain bids/quotes from a minimum of three (3) Cabling Contractors for all Materials and/or Services with a total cost in excess of ten thousand dollars.

Purchasers shall conduct Second-Tier acquisitions of Purchased Services consistent with policies and standards adopted by the OCIO: <http://ofm.wa.gov/ocio/policies/manual.asp>

Purchasers shall conduct Second-Tier acquisitions of Personal Services consistent with policies and standards adopted by the OCIO <http://ofm.wa.gov/ocio/policies/manual.asp>, chapter [39.29](http://apps.leg.wa.gov/RCW/default.aspx?cite=39.29) RCW and

the State Administrative and Accounting Manual (“SAAM”) chapter 15

<http://www.ofm.wa.gov/policy/15.htm>.

Purchasers may consider criteria other than financial in their selection of a Vendor. Additional criteria may include, but not be limited to, performance bonding, labor resources, and Vendor experience.

Current existing Master Contracts for similar materials and services will be replaced. Any resulting Master Contract(s) will not affect other existing contracts of Purchasers.

## Limits of Master Contract Use

The resulting Master Contracts of this procurement may not be used for any project with a total cost that is in excess of $1 million. Projects that exceed $1 million must be competitively bid in a separate competition.

## DES Master Contract Administration Fee

All Master Contracts executed as a result of this RFQQ will be subject to a Master Contract Administration Fee. Collection and remittance of the Master Contract Administration Fee shall be conducted in accordance with Subsection 4.17, *Reporting*, and the provisions set forth in the attached Appendix B – *Proposed Master Contract*.

RCW [43.19.005](http://apps.leg.wa.gov/RCW/default.aspx?cite=43.19.005) requires that DES make available information services to state agencies and local governments and public benefit nonprofit corporations on a full cost-recovery basis.

The Master Contract Administration Fee will be one half of one percent (.5% or .005) of the purchase price for all transactions executed via an Order Document or SOW. Purchases are defined as total purchase price prior to adding sales tax and/or charges for permits and performance bonds. The Administration Fee is not subject to sales tax.

## Additional Discounts

Responding Vendors are encouraged to offer discounts above what may be specifically identified in the “Pricing” found in Appendix E of the RFQQ of the Vendor’s Response. Contracts resulting from this acquisition will allow for lower pricing or additional discounts at any time during the life of the contracts.

## Additional Equipment and Services

Additional Heavy Duty Equipment and Services that are appropriate to the scope of this RFQQ, as determined by the State, may be added to the resulting Master Contract by an instrument in writing, signed by both parties.

## E-Rate

Vendor agrees to participate in the Federal Communication Commission’s E-rate (abbreviation for “education rate”) discount program established pursuant to the Telecommunications Act of 1996. Under the E-rate program, schools and libraries can qualify for discounts on a variety of telecommunication services, Internet access, and networking equipment, including cabling equipment and their installation. Vendor’s bills to eligible school and library Purchasers shall indicate the total purchase price and shall apply Purchaser’s established discount percentages. Vendor shall bill the Schools and Libraries Corporation (SLC) for the remaining balance. Vendor’s bills to the SLC shall indicate the total purchase price, Purchaser’s discount percentage and the total remaining balance, in accordance with SLC requirements. The Vendor shall be required to provide DES with a Service Provider Identification Number (SPIN) within 30 days after execution of a Master Contract.

## Public Works

The Master Contract that results from this RFQQ is not a “Public Works” contract. Depending on the nature of the work to be performed, the Purchaser may declare any project (or work) performed under the contract to be a “Public Works”. If a project is a Public Works, it will be declared in the Order Document/Statement of Work. It is the responsibility of Purchasers to make a determination as to whether work performed under this agreement qualifies as a public work. See RCW [39.04](http://apps.leg.wa.gov/RCW/default.aspx?cite=39.04&full=true#39.04.010) for more information.

The Vendor must have the ability to comply with all statutory and administrative requirements concerning public works, including without limitation, prevailing wage. Whenever a project is subject to the Federal Davis-Bacon Act, the Vendor and all Subcontractors must pay at least the higher rate of the Federal or State prevailing wage.

## Funding

If funds are not allocated to DES or a Purchaser to continue the Master Contract, Order Document or Statement of Work in any future period, DES may terminate the Master Contract, or Purchaser may terminate its Order(s) by seven (7) Business Days written notice to Vendor or otherwise work with Vendor to arrive at a mutually acceptable resolution of the situation. DES or Purchasers will not be obligated to pay any further charges for Materials or Services including the net remainder of agreed to consecutive periodic payments remaining unpaid beyond the end of the then-current period. DES or Purchaser agrees to notify Vendor in writing of such non-allocation at the earliest possible time. No penalty shall accrue to DES or Purchasers in the event this section shall be exercised. This section shall not be construed to permit DES to terminate the Master Contract, or a Purchaser to terminate its Order(s) or SOWs in order to acquire similar Material or Services from a third party.

**SECTION 2**

# **ACQUISITION SCHEDULE & OPTIONAL PRE-PROPOSAL CONFERENCE**

## (M) Acquisition Schedule

This RFQQ is being issued under the following Acquisition Schedule. Vendor Response deadlines are mandatory and non-negotiable. All times are local time, Olympia, WA.

DES reserves the right to revise the below schedule.

**Failure to meet any of the mandatory deadlines may result in disqualification.**

|  |  |
| --- | --- |
| RFQQ Issued | May 24, 2012 |
| Pre-Proposal Conference | June 15, 2012 |
| Vendor Questions and Complaints Due | June 21, 2012 |
| Written Response to Vendor Questions (& Complaints?) Issued | June 28, 2012 |
| **Responses Due** | **July 6, 2012, 3PM** |
| **Client References Due** | **July 6, 2012, 3PM** |
| Begin Evaluation Period | July 9, 2012 |
| Announcement of Apparently Successful Vendor | August 9, 2012 |
| Vendor Request for Optional Debriefing due | August 10, 2012 |
| Optional Vendor Debriefings | August 13- August 17, 2012 |
| Begin Contract Negotiations | August 10, 2012 |
| Master Contract Effective | October 1, 2012 |

## Optional Pre-proposal Conference

Vendors who wish to submit a response to this RFQQ may participate in an Optional Pre-Response Conference on the date and time identified in the Schedule (Section 2.1). Vendors are not required to attend in order to submit a Response. No teleconference or video conference option will be available for this event. Due to limited seating at this event, DES requests that Vendors limit their representatives to no more than two attendees. The conference will be held from 10:00 to 11:30 a.m. at the following location:

**Department of Enterprise Services**

1500 Jefferson Street SE

Presentation Room: 1st Floor

Olympia WA 98504

The purpose of this conference is to provide Vendors an opportunity to address questions they may have concerning the RFQQ. Vendors are requested to pre-submit their questions in writing to the RFQQ Coordinator in accordance with Subsection 3.2, *Vendor Questions*, at their earliest opportunity prior to the conference. Verbal answers to additional Vendor questions at the time of the conference will be unofficial. Vendors should rely only on written statements issued by the RFQQ Coordinator.

Please note that parking is not available at the building. However, there is a paid parking lot across the street from the building.

**SECTION 3**

# **(M) ADMINISTRATIVE REQUIREMENTS**

COMPLIANCE WITH ALL SECTIONS OF SECTION 3 IS REQUIRED. FAILURE TO FOLLOW THESE ADMINISTRATIVE REQUIREMENTS MAY RESULT IN IMMEDIATE DISQUALIFICATION.

## RFQQ Coordinator

Upon release of this RFQQ, all Vendor communications concerning this acquisition must be directed to the RFQQ Coordinator listed below. With the exception of the Office of Minority and Women’s Business Enterprises, (reference Section 3.22), unauthorized contact regarding the solicitation with other State employees may result in disqualification. All oral communications will be considered unofficial and non-binding on the State. Vendors should rely only on written Statements issued by the RFQQ Coordinator. Responses to verbal requests for information or clarification will be considered unofficial until received in writing.

Gay Thomas, RFQQ Coordinator

Department of Enterprise Services

**If via U.S. Mail:**

1500 Jefferson St. SE

P.O. Box 42445

Olympia, Washington 98504-2445

**If via Hand Delivery or Overnight Courier:**

1500 Jefferson St. SE

Olympia, Washington 98504

Telephone: (360) 407-8772

E-mail: Gay.Thomas@des.wa.gov

## Vendor Questions

Vendor questions regarding this RFQQ will be allowed until the date and time specified in the Schedule (Section 2). Vendor questions must be submitted in writing (e-mail acceptable) to the RFQQ Coordinator (Section 3.1). An official written DES response will be provided for Vendor questions received by this deadline. Written responses to Vendor questions will be posted on the DES web site at: <http://www.des.wa.gov/services/technology-procurement-announcements>

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

## Vendor Comments Invited

Vendors are encouraged to review the mandatory requirements of the RFQQ carefully, and submit any comments and recommendations to the RFQQ Coordinator. Where mandatory requirements appear to prohibit or restrict your firm’s participation, an explanation of the issue with suggested alternative language should be submitted in writing to the RFQQ Coordinator by the deadline for Vendor Questions in the RFQQ Acquisition Schedule (Section 2.1).

## Vendor Complaints Regarding Requirements and Specifications

Vendors are expected to raise any questions, exceptions, or additions they have concerning the RFQQ requirements early in the RFQQ process. Vendors may submit specific complaints to the RFQQ Coordinator, if Vendor believes the RFQQ unduly constrains competition or contains inadequate or improper criteria. The complaint must be made in writing to the RFQQ Coordinator by the deadline for Vendor Complaints in the RFQQ Acquisition Schedule (Section 2.1). The solicitation process may continue.

These complaints are **not** handled through the protest procedures outlined in Appendix D, Protest Procedures; however, the RFQQ Coordinator will forward a copy of the complaint to the appropriate DES personnel. Should a Vendor complaint identify a change that would be in the best interest of the State to make, DES may modify this RFQQ accordingly. The DES decision is final, and no further administrative appeal is available.

## Response Contents

The Response must contain information responding to all mandatory requirements in Sections 3 through 6, Vendor’s exceptions and/or proposed revisions to the Proposed Master Contract (Appendix B), if applicable, and must include the signature of an authorized Vendor representative on all required documents. (Also See Appendix F, Vendor Response Checklist)

Failure to provide any requested information in the prescribed format as outlined in Section 3.7, Response Presentation and Format Requirements may result in disqualification of the Vendor.

## Number of Response Copies Required

DES prefers that vendors submit the following number of copies of each volume of their response.

1. One (1) hard copy and 1 CDROM of Response Volume 1
2. One (1) hard copy and 1 CDROM of Response Volume 2

One (1) copy of manuals, brochures, or other printed materials, if submitted.

## Response Presentation and Format Requirements

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

### Vendor’s Response must be submitted in two (2) separate volumes. This separation of documentation is necessary to ensure the integrity of the State’s evaluation process. No mention of the cost response may be made in Volume 1. A Vendor Response that includes price information in Volume 1 shall be disqualified and eliminated from further consideration.

**Volume 1: Vendor Qualifications**

1. Include Vendor name and the name, address, email and telephone number of the Vendor’s authorized representative on the binder cover sheet of Volume 1.
2. Vendor’s Response to the Vendor Requirements and Qualifications (Section 4);

**Volume 2: Financial Proposal**

1. Include Vendor name and the name, address, email and telephone number of the Vendor’s authorized representative on the binder cover sheet of Volume 2.
2. Vendor’s Responses to the Financial Requirements (Section 6, Appendix E);
3. Vendor’s signed and completed Certifications and Assurances (Appendix A);
4. Vendor’s exceptions to the Proposed Master Contract, (Appendix B); and
5. Vendor’s MWBE Certification (Appendix C), if applicable.

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

### The signature block in Appendix A, Certifications and Assurances, must be signed by a representative authorized to legally bind Vendor to the offer.

### Vendor must provide a Letter of Submittal as outlined in Subsection 4.1, signed by a representative authorized to bind the Vendor to a contractual relationship.

### Vendor must respond to, or otherwise comply with, as outlined in each subsection, each question/requirement contained in Sections 3 through 6 of this RFQQ, and complete Appendices A, E, & I. Failure to comply with any applicable item may result in the Response being disqualified.

### Each of the RFQQ requirements are numbered and titled. In each section requirement title (and some subsections) is a designation indicating how the Response will be evaluated:

**For Mandatory requirements (M)** items, the Vendor must comply with the requirement as directed in the respective section and/or subsection (e.g., if the subsection requires information to be provided in an appendix, providing that information in the appendix will meet that mandatory requirement). Vendor must indicate compliance in its Certifications and Assurances with all Mandatory requirements which do not require submission of specific information in Vendor’s Response.

**For Mandatory Scored (MS)** items, the Vendor must comply with each requirement as directed in the respective subsection (e.g., if the subsection requires information to be provided in an appendix, providing that information in the appendix will meet that mandatory requirement). Mandatory Scored items will be scored as described in Section 7.

### Responses must be prepared on standard 8.5 x 11-inch loose-leaf paper and placed in three-ring binders with tabs separating the major sections of the Response. Pages must be numbered consecutively within each section of the Response showing Response section number and page number.

### Include Vendor name and the name, address, e-mail, facsimile and telephone number of the Vendor’s authorized representative at the beginning of each volume of the Response.

### Figures and tables must be numbered and referenced in the text of the Response by that number. Foldouts containing charts, spreadsheets, and oversize exhibits are permissible.

### Responses must be submitted using the forms supplied in Appendix E, Pricing. Separate price or rate proposals attached to this document or submitted in some other form will **not** be accepted as a valid RFQQ Response.

### Vendor’s Response, as well as any reference materials presented by Vendor, must be written in English and Vendor must provide all rates in United States dollars.

### The CDROM copy of Vendor’s Response must be in Adobe Acrobat PDF format. The PDF for each Volume should be arranged identically to the hard copies being submitted.

## Delivery of Responses

It is mandatory that Vendors submit all copies of their Responses by 3:00 p.m., local time, Olympia, WA on the date specified in the Acquisition Schedule (Section 2.1) to:

Gay Thomas, RFQQ Coordinator

Department of Enterprise Services

**If via U.S. Mail:**

1500 Jefferson St. SE

Bid# T12-RFQQ-013

P.O. Box 42445

Olympia, Washington 98504-2445

**If via Hand Delivery or Overnight Courier:**

1500 Jefferson St. SE

Bid# T12-RFQQ-013

Olympia, Washington 98504-2445

Responses must be received at DES by the date and time indicated in Section 2. Responses arriving after the deadline will be returned unopened to their senders. A postmark by that time is not acceptable. Responses sent by facsimile or e-mail will not be accepted. Vendors assume all responsibility for the mode of dispatch selected.

## Cost of Response Preparation

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

## Response Property of DES

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

## Proprietary or Confidential Information

Any information contained in the Response that is proprietary or confidential must be clearly designated. Marking of the entire Response or entire sections of the Response as proprietary or confidential will neither be accepted nor honored. DES will not accept Responses where pricing is marked proprietary or confidential, and Vendor’s Response will be rejected.

To the extent consistent with chapter 42.56 RCW, the Public Disclosure Act, DES shall maintain the confidentiality of Vendor’s information marked confidential or proprietary. If a request is made to view Vendor’s proprietary information, DES will notify Vendor of the request and of the date that the records will be released to the requester unless Vendor obtains a court order enjoining that disclosure. If Vendor fails to obtain the court order enjoining disclosure, DES will release the requested information on the date specified.

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

## Waive Minor Administrative Irregularities

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

## Errors in Response

Vendors are liable for all errors or omissions contained in their Responses. Vendors will not be allowed to alter, supplement, change, substitute, rescind, edit, add to, etc., Response documents after the deadline for Response submission. DES is not liable for any errors in Vendor Responses. DES reserves the right to contact the Vendor for clarification of Response contents.

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

## Amendments/Addenda

DES reserves the right to change the RFQQ Acquisition Schedule or other portions of this RFQQ at any time. DES may correct errors in the solicitation document identified by DES or a Vendor. Any changes or corrections will be by one or more written amendment(s), dated, and attached to and made a part of this solicitation document. All changes must be authorized and issued in writing by the RFQQ Coordinator and posted on the DES Web site. In the event that it is necessary to revise or correct any portion of the RFQQ, a notice will be posted on the DES procurement web site at:

<http://www.des.wa.gov/services/technology-procurement-announcements>

## Right to Cancel

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

## Contract Requirements

A Contract based on the Model Information Technology Contract Terms And Conditions adopted by the OCIO in October 2011 has been included as Appendix B.

To be responsive, Vendors must indicate a willingness to enter into a Contract substantially the same as the Contract in Appendix B, by signing the Certifications and Assurances located in Appendix A. Any specific areas of dispute with the attached terms and conditions must be identified in Vendor's Response and may, at the sole discretion of DES, be grounds for disqualification from further consideration in the award of a Contract.

Under no circumstances is a Vendor to submit their own standard contract terms and conditions as a response to this solicitation. Instead, Vendor must review and identify the language in Appendix B that Vendor finds problematic, state the issue, and propose the language or contract modification Vendor is requesting for each exception taken. All of Vendor’s exceptions to the contract terms and conditions in Appendix B must be submitted within Vendor’s Response, attached to Appendix A, Certification and Assurances. DES expects the final contract signed by the Apparently Successful Vendor to be substantially the same as the contract located in Appendix B.

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

The Apparently Successful Vendor will be expected to execute the Contract within ten (10) business days of its receipt of the final contract. If the selected Vendor fails to sign the Contract within the allotted ten (10) days time frame, DES may elect to cancel the award, and award the Contract to the next highest ranked Vendor, or cancel or reissue this solicitation (see Right to Cancel Section 3.15).

Vendor’s submission of a Response to this solicitation constitutes acceptance of these contract requirements.

## Incorporation of documents into Contract

This solicitation document and Vendor’s Response will be incorporated into any resulting Master Contract. This RFQQ will take precedence over Vendor Responses.

## Order Document/Statement of Work (SOW)

All services to be performed for a Purchaser under the Master Contract(s) must be documented in an Order Document or Statement of Work (SOW) established between the Purchaser and the Vendor.

The Order Document/SOW must reference the Master Contract by number, and the terms of the Order Document/SOW cannot conflict with the terms of the Master Contract. The Order Document/SOW must describe the scope of work to be performed, the estimated total cost of the project, Vendor bonding requirements, and certify whether the work is a public work in accordance with chapter [39.04](http://apps.leg.wa.gov/RCW/default.aspx?cite=39.04&full=true#39.04.010) RCW.

At Purchaser’s option, Order Documents/SOWs entered into prior to the expiration or other termination of the Master Contract (except Termination for Default) may be completed subject to all the other terms and conditions of the Master Contract.

The Vendor must keep a record of all Order Documents/SOWs established under the Master Contract in accordance with the records retention provisions of the Master Contract, and must provide a copy of the document to DES upon request.

## No Best and Final Offer

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

## No Costs Chargeable

No costs chargeable to the proposed Master Contract may be incurred before receipt of a fully executed Master Contract.

## No Obligation to Contract/Buy

DES reserves the right to refrain from contracting with any and all Vendors. Neither the release of this solicitation document nor the execution of a resulting Master Contract obligates DES or other Purchasers to make any purchases.

## Minority and Women’s Business Enterprises (MWBE)

In accordance with the legislative findings and policies set forth in RCW [39.19](http://ofm.wa.gov/ocio/policies/documents/crosswalk.pdf). DES encourages participation in all of its Contracts by Minority and Woman Owned Business Enterprise (MWBE) firms, either self-identified or certified by the [Office of Minority and Women’s Business Enterprises](http://www.omwbe.wa.gov/) (OMWBE). Participation may be either on a direct basis in response to this solicitation or as a Subcontractor to a Contractor. While DES does not give preferential treatment, it does seek equitable representation from the minority and women’s business community. Vendors who are MWBE or intend to use MWBE Subcontractors are encouraged to identify the participating firm on Appendix G. For questions regarding the above, or to obtain information on certified firms for potential sub-contracting arrangements, contact Office of MWBE at (360) 753-9693.

## Non-Endorsement and Publicity

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

DES may use Vendor’s name and logo in promotion of the Master Contract and other publicity matters relating to the Master Contract, without royalty.

## Withdrawal of Response

Vendors may withdraw a Response that has been submitted at any time up to the Response closing date and time (identified on the Acquisition Schedule, Section 2.1). To accomplish Response withdrawal, a written request signed by an authorized representative of the Vendor must be submitted to the RFQQ Coordinator. After withdrawing a previously submitted Response, the Vendor may submit another Response at any time up to the Response submission deadline.

## Apparently Successful Vendor(s)

All Vendors responding to this solicitation will be notified, by mail or email when DES has determined the “Apparently Successful Vendor(s)”. The ASV will be the respondent who: (1) meets all the requirements of this RFQQ; and (2) receives Total Points equal to or exceeding the average Total Points score in at least one Category and Region combination as described in Section 7. The date of announcement of the “Apparently Successful Vendor(s)” will be the date the announcement letter is postmarked, or if emailed, the date the email is sent.

## Optional Vendor Debriefing

Only Vendors who submit a Response may request an optional debriefing conference to discuss the evaluation of their Response. The requested debriefing conference must occur on or before the date set forth in the RFQQ Acquisition Schedule (Section 2). The request must be in writing (fax or email is acceptable) and addressed to the RFQQ Coordinator.

The optional debriefing will not include any comparison between the Vendor’s Response and any other Responses submitted. DES will discuss the factors considered in the evaluation of the requesting Vendor’s Response and address questions and concerns about Vendor’s performance with regard to the solicitation requirements.

## Protest Procedures

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

## Electronic Availability

The contents of this RFQQ and any amendments/addenda and written answers to questions will be available on the DES website at:

<http://www.des.wa.gov/services/technology-procurement-announcements>

The document(s) will be available in Microsoft Word, Microsoft Excel and Adobe Acrobat format.

**SECTION 4**

# **(M & MS) VENDOR REQUIREMENTS AND QUALIFICATIONS**

COMPLIANCE WITH ALL SECTIONS OF SECTION 4 IS REQUIRED. VENDOR MUST SUBMIT ADDITIONAL INFORMATION WHERE REQUIRED. **IN NO EVENT WILL SUBCONTRACTOR CREDENTIALS BE ALLOWED TO FULFILL THESE REQUIREMENTS.** FAILURE TO COMPLY WITH THE REQUIREMENTS OF THIS SECTION MAY RESULT IN IMMEDIATE DISQUALIFICATION.

|  |
| --- |
| Letter of Submittal – Both Category A and Category B |
| A Letter of Submittal on the Vendor’s official business letterhead must be signed and dated by a person authorized to legally bind the Vendor to a contractual relationship. The Letter of Submittal must include the following specific items in the order indicated below:1. A statement indicating the Category (A and/or B) and Region (1 and/or 2) Vendor is submitting a Response for.
2. A statement indicating all the manufacturer certifications vendor holds. (See Section 4.8.1)
3. A statement that the Vendor’s Response meets all the requirements set forth in the RFQQ and, if applicable, any amendments or revisions thereto; and
4. A statement that acknowledges and agrees to all of the rights of DES including the RFQQ rules and procedures, terms and conditions, and all other rights and terms specified in the RFQQ and, if applicable, any amendments or revisions thereto; and
5. A statement that the Vendor is aware of, has reviewed and acknowledges receiving notice of all RFQQ amendments and revisions that have been posted, as of the date of Vendor’s Response, with specific reference made to each and every such amendment that has been issued. In the event that no amendments or revisions are issued, then the Vendor is to so declare; and
6. If applicable, a declaration that the Vendor has experienced no Terminations for Default in the past five years, reference Subsection 4.6 Prior Contract Performance; and
7. An itemization of all documents and other attachments being provided with the Vendor’s Response; and
8. Vendor must state specifically whether or not their Response contains any Proprietary or Confidential information and identify where the Proprietary or Confidential information is in Vendor’s response; and
9. Vendor may include any other topics, statements or information in the Letter of Submittal that it deems appropriate and wishes to convey to DES.
 |
| Vendor Profile – Both Category A and Category B |
| Vendor must complete the Vendor Profile, Appendix I, and provide all of the following required information. 1. Legal business name of the entity that will execute any Contract arising from this RFQQ. Identify name and formal address of legal business entity and include business phone number, FAX number, and website.
2. Identify Vendor's Legal Status (e.g. corporation, partnership, sole proprietorship, etc.). Include the year the entity was organized to do business as the entity now substantially exists.
3. Identify Vendor’s Principal Officer and include the formal title (e.g. President, CEO, etc.). Include the Principal Officer’s business address and phone number.
4. Identify Vendor's WA State Uniform Business Identifier (UBI) number, see also Subsection 4.13.
5. Identify Vendor’s (or Subcontractor’s) current OMWBE business certification number(s), see also Subsection 3.22. If Vendor is not a certified minority, woman business enterprise, but still identifies itself such an entity, please so indicate.
6. Identify the primary office location Vendor proposes to service DES's account under any Master Contract issued as a result of this RFQQ. If different from the legal business location listed in section 1 above, include complete address, phone and FAX number. If same as the legal business location in section 1 above, insert the following sentence, *“Same as legal business location in section 1 above.”*
7. Identify Vendor’s primary and sole contact person for this RFQQ and Vendor’s Response. Should the need arise for DES to clarify any portion of the Vendor's Response, an authorized representative of DES will attempt to contact this person. DES expects that this Vendor representative shall be timely and reasonable in all related communication with DES. This person shall also receive any formal correspondence related to this RFQQ including but not limited to ASV notification. Include name, title, address, phone and fax numbers, and email address.
8. Identify Vendor's proposed Account Manager as outlined in RFQQ Section 4.11 below. Include name, title, address, phone and fax numbers, and email address. Reference also Appendix B, *Proposed Master Contract*, Section 38.
9. Identify Vendor's point of contact for Legal Notices. Include name, title, address, phone and fax numbers, and email address. Reference Appendix B, *Proposed Master Contract*, Section 37.
10. State the largest performance bond Vendor has obtained for a project.
11. State the maximum amount of Vendor’s individual project performance bond capacity.
 |
| Minimum Industry Experience – Both Category A and Category B |
| Vendor must certify that the responding firm has been conducting business for five (5) years or more within the cabling industry. Vendors must specify industry experience for each category – i.e. 5 years or more for each category for which vendor submits a response.Vendor must provide Vendor’s Telecommunications Contractor License number (chapter [19.28.420](http://apps.leg.wa.gov/RCW/default.aspx?cite=19.28.420) RCW) and expiration date. |
| (MS 200) Vendor Organizational Capabilities – Both Category A and Category B |
| Vendor must include in their Response a brief description of its company, including an organizational chart and the number of years Vendor has actively participated in cabling installation and service. Vendors are required to submit a separate response for each category in which they are responding. In addition, please respond to the following:1. Identify key employees, number of years with Vendor and a brief description of their experience.
2. Specify the number of full time employees, internationally, nationally, and locally. In particular, identify the number of local technical and support staff presently supporting similar services, their qualifications and length of service including the number of staff certified under each manufacturer warranty (e.g. – Systimax, AMP, etc.)
3. State whether Vendor has been doing business under another name during the past five (5) years. If so, provide the name(s) and addresses.
4. Briefly describe the Vendor organization’s experience and history with providing telecommunications cabling materials and services for both voice and data equipment to large organizations. Be specific and identify projects, dates, location and results.
5. Has Vendor been cited by OSHA/WISHA for any safety violations in the last five (5) years? If yes, provide details of the citation(s). If no, so declare.
6. Has Vendor been cited by Washington State Department of Labor and Industries for violations of Washington State Prevailing Wage law in the last five (5) years? If so, submit full details including the project, the number of violations and any penalties incurred. If no, so declare.
7. Has Vendor’s Telecommunications Contractor License been suspended or revoked for any reason in the past three (3) years? If so, submit full details on reasons for suspension or revocation, penalties assessed and date of reinstatement. If no, so declare.
8. Has Vendor been cited by Washington State Department of Labor and Industries for violations of National Electrical Code or Washington Administrative Code WAC [296-46B](http://apps.leg.wa.gov/WAC/default.aspx?cite=296-46B) (L&I rules) in the last five (5) years? If so, submit full details including the project, the number of violations and any penalties incurred. If no, so declare.

DES will evaluate the information and may, at its sole discretion, reject the Vendor’s Response if the information indicates that completion of a contract resulting from this RFQQ may be jeopardized by selection of the Vendor. |
| (MS 100) Vendor Financial Information – Both Category A and Category B |
| Respond to the following questions:1. Has Vendor ever been involved in a voluntary or involuntary bankruptcy action? If yes, provide complete details. If no, so declare.
2. Has Vendor ever made any assignment for the benefit of its creditors? If yes, provide complete details. If no, so declare.
3. Describe existing Vendor contractual commitments within the State of Washington, and their estimated impact on the Vendor’s ability to provide Materials and Services through a Master Contract, if awarded, as a result of this RFQQ.

DES will evaluate the information and may, at its sole discretion, reject the Vendor’s Response if the information indicates that completion of a contract resulting from this RFQQ may be jeopardized by selection of the Vendor. |
| (MS 100)Prior Contract Performance – Both Category A and Category B |
| Vendor must submit full details of **all** Terminations for Default experienced by the Vendor in the past five (5) years, including the other party’s name, address and telephone number.**“Termination for Default”** is defined as notice to Vendor to stop performance due to the Vendor’s non-performance or poor performance and the issue was either: (a) not litigated; or (b) litigated and such litigation determined the Vendor to be in default.Vendor must describe the deficiencies in performance, and describe whether and how the deficiencies were remedied. Vendor must present any other information pertinent to its position on the matter.If no such terminations for default have been experienced by Vendor in the past five years, so declare.DES will evaluate the information and may, at its sole discretion, reject the Vendor’s Response if the information indicates that completion of a contract resulting from this RFQQ may be jeopardized by selection of the Vendor. |
| Service Response and Escalation Procedures – Both Category A and Category B |
| **Service Response**On-site response time to routine maintenance/repair requests such as Moves, Adds and Changes (MACs) shall be within three (3) business days of request, unless otherwise negotiated by Purchaser and vendor. Routine maintenance/repair will be performed during normal business hours. When on-site, the Vendor must report to the designated on-site coordinator prior to and after each service call. |
| **Escalation Procedures**Vendor must submit an escalation procedure, providing trouble escalation for normal and emergency events. Provide contact names and titles, with appropriate time intervals and point(s) of contact for unresolved service problems. Vendor is required to submit updated escalation procedures upon change. |
| Vendor Certifications and Employee Training – Both Category A and Category B |
| **Vendor Certifications –Both Category A and Category B**The Vendor Response must provide documentation that the firm is certified by at least **one** leading manufacturer that provides structured cabling system twenty (20) year or more warranties in Washington state (e.g., Commscope [Systimax] Ortronics, Inc [*Certified Installer Plus Program*], AMP [*Netconnect Design and Installation Program*] Leviton [*Certified Cabling System*], Belden (IBDN). These manufacturers are examples only. The list is not all-inclusive. If vendor has more than one manufacturer certification, Vendor is encouraged to submit any additional certifications. Vendor must identify the Certified Warranty Manufacturer, describe the criteria their firm must meet to receive certification from the Manufacturer(s) and provide a photocopy of said certification. |
| **Employee Manufacturer Certification/Training – Both Category A and Category B**Any person working on the installation or maintenance of Purchaser owned equipment must be manufacturer certified by the equipment manufacturer, if so required. Certification is defined as attendance and successful completion of certification requirements within a manufacturer’s program.  |
| **Underground and Aerial Expertise - Category B Only**Vendors must employ staff or Subcontractors with expertise and equipment to conduct outside plant projects that are underground or aerial. Provide a list of key outside plant employees or Subcontractors and a brief description of their experience with outside plant projects. |
| Staff Licensing and Certification Requirements– Both Category A and Category B |
| **BICSI Registered Communications Distribution Designers**Vendors must have one or more full-time employees on staff that are certified by *Building Industry Consultant Services International* (BICSI) as Registered Communications Distribution Designers (RCDD). List the name(s) and provide photocopies of all certificates for RCDD(s). At the request of Purchaser, Vendor shall identify the project role of RCDD in any Statement of Work.  |
| Vendor Project Manager – Both Category A and Category B |
| Vendor shall assign a Project Manager for each Purchaser Project. Purchaser shall have approval rights over the Vendor Project Manager, or any replacements thereof. The Vendor Project Manager shall be the principal point of contact for Purchaser and shall coordinate Vendor’s activities. The Vendor Project Manager shall produce and maintain a complete plan for all Vendor-related activities concerning the Purchaser’s Order Document/Statement of Work. Provide the name(s) and a brief description of experience for Vendor key personnel who might participate in the role of Vendor Project Manager.  |
| Vendor Account Manager – Both Category A and Category B |
| Vendor shall appoint an Account Manager for the State who will provide oversight of Vendor activities conducted hereunder. Vendor’s Account Manager will be the principal point of contact for DES for contract administration and for Purchasers for placing Order Documents/SOWs with Vendor’s under this Contract. Vendor shall notify Master Contract Administrator, in writing, when there is a new Vendor Account Manager assigned to this Master Contract. Provide the following Vendor Account Manager information: Name, address, phone, fax and email.  |
| (MS 100) Client References – Both Category A and Category B |
| The Vendor must ensure that a minimum of three (3) clients submit completed references using the *Client Reference Form* (Appendix H)directly to the RFQQ Coordinator by the deadline set forth in the RFQQ *Acquisition Schedule* (Section 2.1). The Materials and Services purchased by these clients must be similar to those requested by this RFQQ. At least one of the client references must be governmental. The other two client references may be governmental or commercial. These client references must have paid invoices for copper wiring and fiber optic cabling materials and services that were collectively valued at $100,000 or more. If submitting a Response for Category B, at least two client references must be for a project involving inter-building connectivity in a campus environment involving multiple buildings with multiple levels.References must not be from a person, company or organization with any special interest, financial or otherwise, in the Vendor.Vendor is responsible for ensuring that its clients submit their reference information to the RFQQ Coordinator by the time and date specified in the RFQQ Acquisition Schedule (Section 2.1). In the event that more than three (3) completed Client Reference Forms are received, DES shall only include the first three received for evaluation purposes.To prevent disqualification in the event a client does not complete and submit the form, the Vendor must provide the following information for each client who has been given a form:1. Company Name
2. Company Address
3. Type of Business/Government Agency
4. Name of Contact
5. Title of Contact
6. Email address of Contact
7. Phone Number of Contact
8. Description of Materials and Services Performed
9. Total cost of the cabling project
10. Date of system acceptance by the Purchaser

In the event that the forms are not received by the date specified in the Acquisition Schedule, DES will make one (1) attempt to contact the client and obtain a reference. If a contact cannot be made within one business day, the reference will be disallowed. DES reserves the right to eliminate from further consideration in this RFQQ process any Vendor who, in the opinion of DES, receives an unfavorable report from a Vendor-provided reference. DES reserves the right to contact other clients or persons identified when checking references. |
| Vendor Licensed To Do Business in Washington – Both Category A and Category B |
| Within thirty (30) days of being identified as an ASV, Vendor must be licensed to conduct business in Washington, including registering with the Washington State Department of Revenue. The Vendor must collect and report all applicable taxes. Vendor must identify their Uniform Business Identifier number in Appendix I, *Vendor Profile*. If the Vendor has not received a formal UBI number at time of Response, indicate the following “In process.” For more information related to becoming licensed to conduct business in Washington, visit the following website, <http://dor.wa.gov/content/doingbusiness/registermybusiness/default.aspx>. DES will verify the licensing status of ASVs prior to executing any Master Contract. |
| In-State Presence – Both Category A and Category B |
| The Apparently Successful Vendor must have, or agree to establish within thirty (30) days of award notification, a place of business within Washington State. All Order Documents/SOWs and communications will be through an in-state location and all services provided to Purchasers will be initiated from an in-state location. Purchasers shall not be required to deal with any persons other than the contracted Vendor. |
| Use of Subcontractors – Both Category A and Category B |
| DES will accept Responses that include Subcontractor involvement only if the Vendor submitting the Response agrees to take complete responsibility for all actions of such Subcontractors. The Vendor must state if Subcontractors are/are not being used. If the Vendor is using Subcontractors, list the Subcontractor’s Company Name, briefly describe the duties the Subcontractor will perform for Vendor executing activities under this RFQQ and any resultant Master Contract. Additionally, sub-contractors must adhere to Public Works and Prevailing Wage requirements. If no Subcontractors will be utilized, so declare. Any Subcontractors engaged after award of the Master Contract must be pre-approved, in writing, by DES.Specific restrictions apply to contracting with current or former state employees pursuant to chapter [42.52](http://apps.leg.wa.gov/rcw/default.aspx?cite=43.41A&full=true) RCW. Vendors should familiarize themselves with the requirements prior to submitting a Response. |
| Performance Bonds and Insurance Requirements – Both Category A and Category B |
| **Performance Bonds**Vendor will be required to provide performance bonds for specific projects upon request by Purchaser. Vendor also will be required to carry insurance during the term of the Master Contract resulting from this solicitation and provide proof of the required coverage to the DES Contract Administrator.  |
| **Insurance Requirements**Vendor must acquire such insurance from an insurance carrier or carriers licensed to conduct business in the state of Washington and having a rating of A-, Class VII or better, in the most recently published edition of Best’s Reports.Vendors will find a complete description of the specific insurance requirements in the proposed contract terms in Appendix B, *Proposed Contract*.All insurance provided by Vendor shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State and shall include a severability of interests provision.Vendor shall include all Subcontractors as insureds under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each Subcontractor. Subcontractor(s) shall comply fully with all insurance requirements stated herein. Failure of subcontractor(s) to comply with insurance requirements does not limit Vendor’s liability or responsibility.Vendor must furnish to DES copies of certificates for all required insurance within thirty (30) calendar days of the execution date of the Master Contract, and updated certificates on each successive renewal date for each policy of insurance during the Initial and any Subsequent Terms of the Master Contract. Failure to provide evidence of coverage may, at Purchaser’s sole option, result in this Contract’s termination. |
| Reporting and Electronic Payments – Both Category A and Category B |
| **Quarterly Reports**The Apparently Successful Vendor must agree to submit to DES a quarterly report of all purchases made from any resulting Master Contract. The report must identify: 1. The Master Contract number;
2. The month in which the purchase occurred;
3. Each Purchaser, identified by state, local or educational entity, making purchases during the reporting quarter;
4. The total purchases by each Purchaser;
5. The total invoice price, excluding sales tax for each Purchaser;
6. The sum of all invoice prices, excluding sales tax, for all Purchasers; and,
7. The amount of the DES Master Contract Administration Fee (reference Section 1.12).

The reports and the DES Administration Fee shall be due on a quarterly basis in accordance with the following schedule:

|  |  |
| --- | --- |
| **For Activity in the months:** | **Report & Fee Due** |
| January, February, March | April 15th |
| April, May, June | July 15th |
| July, August, September | October 15th |
| October, November, December | January 15th |

Reports are required to be submitted electronically in the spreadsheet template provided by DES. Quarterly reports are required even if no activity occurred.Upon request by DES, Vendor shall provide, in the format requested, the contact information for all Purchasers during the term of the Master Contract.DES shall have the right to examine Vendor’s records associated with purchases under any Master Contract resulting from this acquisition in order to ensure compliance with all requirements of this solicitation and the Master Contract. |
| **Annual Reports**On an annual basis, within thirty (30) days of the signing anniversary date, Vendor must submit to DES a manufacturer’s verification that the firm continues to hold: 1. Certification(s) for providing twenty (20) year installation warranty of a structured cabling system (reference Subsection 4.8);
2. Updates on current staff certification (industry sponsored and non-manufacturer specific);
3. Verification of current State licensing; and
4. Verification of current insurance requirements.
 |
| **Electronic Payments through an Automated Clearing House (ACH)**Electronic Funds Transfer (EFT) is beneficial to both the Vendor and the State. Vendors are required to submit theDES Administration Fee through the EFT process.Within 60 days of award, DES will provide the Vendor with specific written procedural instructions on remitting the DES Administration Fee. DES reserves the unilateral right to change such instructions from time to time, reasonable written notification to the Vendor. |
| Debarrment/Suspension – Both Category A and Category B |
| Vendor certifies, by submission of a Response to this RFQQ that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this procurement or resulting contract by any governmental department or agency.  |
| Statewide Vendor Registration – Both Category A and Category B |
| Vendors who are awarded a Master Contract under this RFQQ must register in the Statewide Vendor Payment Registration system prior to being beginning any work. The Washington State Office of Financial Management (OFM) maintains a central contractor registration file for Washington State agencies to process contractor payments. Purchasers who are Washington state agencies cannot make payments to vendors until the vendor is registered.To obtain registration materials go to: <http://www.ofm.wa.gov/isd/vendors.asp> The form has two parts; Part 1 is the information required to meet the above mandatory registration requirement. Part 2 allows the state to pay invoices electronically with direct deposit. The State of Washington urges all vendors to sign up for this payment option. The State of Washington currently makes direct deposit payments using the CCD (Cash Concentration or Disbursement) format and mails invoice / account information to vendors two days prior to the date of deposit. |
| Risk Management Plan – Both Category A and Category B |
| At Purchasers request Contractor shall submit a completed risk management and mitigation plan tailored to each project, and shall be memorialized in each Statement of Work where requested. |

**SECTION 5**

# **(M) TECHNICAL SPECIFICATIONS**

COMPLIANCE WITH ALL SECTIONS OF SECTION 5 IS REQUIRED.

|  |
| --- |
| General Requirements – Both Category A and Category B |
| The Vendor shall furnish all necessary labor, supervision, tools, materials, and testing required to complete the project as specified in each Order Document or SOW entered into with a Purchaser under the Master Contract. |
| Standards Compliance – Both Category A and Category B |
| To satisfy the Office of the Chief Information Officer Policies [700-P1](http://ofm.wa.gov/ocio/policies/documents/700P.pdf) and [701-S1](http://ofm.wa.gov/ocio/policies/documents/701S.pdf), All work and materials covered by this RFQQ and resulting Master Contract(s) shall be performed in compliance with Chapter [19.28.410](http://apps.leg.wa.gov/RCW/default.aspx?cite=19.28.410) Revised Code of Washington, Chapter [296-46B-010](http://apps.leg.wa.gov/wac/default.aspx?cite=296-46B-010) Washington Administrative Code, and the following mandatory standards:1.     NFPA-70 National Electrical Code2.     ANSI\TIA\EIA 568-C series, Commercial Building Telecommunications Cabling Standard3.     ANSI\TIA\EIA 569-B, Commercial Building Standard for Telecommunications Pathways and Spaces4.     ANSI-J-STD-607-B, Commercial Building Grounding (Earthing) and Bonding Requirements For Telecommunications5.    Any additional codes/standards required under the Order Document/SOW or by State or Federal regulation. Vendor will be held responsible for compliance with the most recent versions of the specified codes/standards/regulations and any revisions or updates. Should conflicts arise with the foregoing, the authority having jurisdiction for enforcement will have responsibility for making final interpretation. |
| Construction Coordination – Both Category A and Category B |
| **Coordinating With Purchaser**The Vendor is responsible for coordinating with the Purchaser for specific needs or requirements such as facility access, security, and work hours. Vendor shall coordinate with Purchaser to schedule project work to allow maximum access to the Vendor while minimizing disruption of Purchaser’s business. According, the Vendor will frequently be required to work after normal business hours (Monday through Friday, 8:00 a.m. to 5:00 p.m.) and on weekends.When the project is for new construction or renovation, the Vendor shall coordinate with the Purchaser’s project manager to ensure that all work is performed in coordination with ongoing construction activities in such a manner as to cause the least possible disruption to other Vendors, finished surfaces, and facilitate the most efficient method for completion of the work.  |
| **Safety Requirements** All Vendors and Subcontractors shall be responsible for adhering to all safety and construction guidelines and/or OSHA/WISHA safety requirements during all work operations. OSHA/WISHA guidelines and rules shall be followed and Vendor’s adherence is subject to review by the State.All debris generated by the Vendor shall be picked up and lawfully disposed of at the conclusion of each work day.Hallways shall be kept free of debris, scaffolds, etc., during peak use.Traffic control devices, safety barricades, and other such devices shall be utilized where necessary.Where performing work at a construction site, the Vendor will be required to abide by the Purchaser's primary contractor's additional safety requirements.Whenever project requires Vendor to transit a firewall, the Vendor shall meet all codes and requirements for proper fire-stop materials and methods. |
| **Delivery and Storage** Vendor shall be responsible for making the arrangements for delivery, unloading, and storage of materials for each project.Purchaser will assume no responsibility for receiving any materials shipped to Purchaser’s facility by or on behalf of the Vendor.No storage area will be available at Purchaser’s facility for long-term storage of Vendor’s materials or supplies unless so stated in the Purchaser’s SOW.If providing any storage for the convenience of the Vendor, the Purchaser assumes no responsibility for any items that may be lost, stolen, damaged, or destroyed, and will not take possession of or title to any items prior to installation and Acceptance. |
| **Pathway Access** The Vendor will be responsible for providing equipment necessary to access the vertical and lateral pathways to place specified cables and support work. |
| **Care of Purchaser Facilities and Equipment** The Vendor is responsible for replacing, restoring and/or bringing to original condition all floors, ceilings, walls, furniture, grounds, pavement, utilities, etc. damaged by Vendor’s personnel and operations.The Vendor is responsible for care of the Purchaser’s affected equipment during installation/maintenance. The Vendor must notify the Purchaser if additional equipment is needed to complete the project.The Vendor is responsible for modifying, as needed, existing Equipment to ensure compatibility with any new Equipment being installed. |
| **Rental Equipment** Vendor is responsible for the acquisition, use, care and return of all rental equipment required to perform the contracted work. The cost(s) for rental equipment must be shown as a separate line item on the invoice(s). |
| **Permits** The Vendor is responsible for obtaining applicable permits, unless otherwise specified by the Purchaser. The cost(s) for permit(s) must be shown as a separate line item on the invoice(s). |
| **Performance Bonds** The Vendor is responsible for obtaining performance bonds when required by the Purchaser. The cost(s) for performance bond(s) must be shown as a separate line item on the invoice(s). |
| **Hazardous Materials Remediation** It is the Vendor’s responsibility to meet all state/federal rules and regulations pertaining to the presence of asbestos or other hazardous materials. Purchaser does not contemplate work in any area that contains hazardous materials, unless specified in writing in the SOW. Vendor shall cease all work in any area where hazardous materials are discovered and shall immediately notify Purchaser in writing. The Purchaser shall be responsible for determining the disposition of hazardous materials identified by the Vendor. |
| **Documentation** The Vendor must prepare and maintain records in accordance with the State of Washington’s documentation requirements. If the Purchaser has a cabling management system, the Vendor is responsible for working with the Purchaser’s cabling management personnel to provide a format compatible with this system. For remodeling projects, the Vendor is responsible for updating appropriate records.1. **As-Built Drawings**

Vendor must maintain a working copy of an As-Built Drawing of the Vendor’s current project that shows the progress/changes of the work completed and the location of all the cabling, outlets, etc. This working document shall be updated as often as specified in the Order Document/SOW.In addition, the Vendor may be required to provide up to three (3) complete sets of as-built drawings following project completion. These drawings must, at a minimum, show all distribution cable runs utilized, number of pairs added, all distribution frames affected, and the location of all instruments and outlets installed. All outlets must be physically labeled according to Purchaser specifications and these labels must be used in the as-built drawings to indicate outlet locations. All voice and data cable paths and terminations must be coded according to the Purchaser’s requirements. The Purchaser is responsible for providing the Vendor with building plans that will be used to prepare the as-built drawings.1. **Testing Documentation**

Vendor must provide the results of all testing done on installed cable to the Purchaser, in either hard copy or via electronic media (CDROM or DVDROM) as directed by the Purchaser. 1. **Labeling**

Labeling of jacks, wiring, panels, cross connect blocks and any other installed items that would regularly be labeled, is required for all installations, and must comply with the labeling requirements of EIA/TIA 606 unless otherwise specified by the Purchaser. As-built drawings are to reflect this labeling methodology.Labeling must be permanent and legible. Labeling shall be installed at cabling points identified within the specifications in the RFQQ and Order Document/SOW. Unless specified differently by Purchasers, all cable labels must comply with the labeling requirements of EIA/TIA 606. |
| Construction Coordination (Additional) – Category B Only |
| **Utilities**The location of all existing buried facilities shall be located and marked prior to any digging by the Vendor. The Vendor shall be responsible for damage to any existing buried utilities. |
| **Aerial Placement**The Vendor shall utilize standard industry hardware to attach aerial cable at pole locations (strand vices, guy hooks, cable suspension clamps, corner suspension clamps, etc.) |
| **Equipment**All gas/diesel motorized equipment shall have proper mufflers and meet any other environmental/safety requirements. |
| **Trenching/Digging/Boring**Any trenching/digging/boring sites shall be backfilled to contours and elevations of undisturbed surrounding terrain. Sidewalks restoration shall match the sidewalk being removed. Driveway and roadway restoration shall match the driveway and/or roadway being removed. To the extent necessary trench excavation shall meet the requirements of RCW [39.04.180](http://apps.leg.wa.gov/RCW/default.aspx?cite=39.04.180). |
| **Work in Maintenance Holes**Before work commences in conduit system maintenance holes, the Vendor shall follow industry standards and WA State Regulations (WAC [296-809](http://apps.leg.wa.gov/wac/default.aspx?cite=296-809) – Confined Spaces) for atmospheric testing, ventilation, barricading and signage of each manhole that will be entered by the Vendor as applicable. Vendor shall maintain proper ventilation throughout the work process. |
| **OSP optical fiber Construction**All optic fiber cables utilized for outside plant applications shall be suitable for outside use between buildings in a campus environment. It shall be suitable for runs in buried conduits and aerial runs. The outer jacket shall be smooth and free from holes, blisters, splits, and other surface flaws.  |
| Warranties – Both Category A and Category B |
| **Contractor's Warranty Period**The base-offer warranty period for the building wiring system shall be a minimum of ninety days, and can be increased by the SOW which shall start on the "Acceptance Date." |
| **Repaired Cabling/Equipment Warranty**The Vendor will provide a minimum of 90 days warranty from the time of acceptance by the Purchaser on the installed/repaired equipment including basic common equipment, terminal equipment, and all other necessary ancillary equipment. |
| Standard of Performance and Acceptance – Both Category A and Category B |
| All installation, wiring, and cabling requirements identified in the Order Document/ SOW must be satisfied. All cabling Equipment must be tested, functional and certified, based on ANSI/TIA/EIA installation requirements and approved by the Purchaser and/or Purchaser’s on-site coordinator prior to acceptance for payment. Minimum testing of copper cable is to include Wire Map, continuity, NEXT and attenuation in accordance with ANSI/TIA/EIA-568. Minimum testing for fiber cable is to include testing the attenuation and polarity of the installed cable with an optical loss test set (OLTS) and the installed condition of the fiber cabling with an optical time domain reflectometer (OTDR). Multimode backbone links shall be tested at 850 nm and 1300 nm in accordance with ANSI/EIA/TIA-526-14A. Singlemode backbone links shall be tested at 1310 nm and 1550 nm in accordance with ANSI/TIA/EIA-526-7.Inspections, tests, measurements or other acts or functions performed by State personnel shall in no manner be construed as relieving the Vendor from full compliance with bid requirements. Upon Purchaser notification of defective or unauthorized equipment or materials, and unacceptable installation/repair practices, the Vendor will immediately replace or modify affected practices or parts at no additional cost to the Purchaser. |
| **Acceptance Criteria**Acceptance will be based as follows or as detailed in Purchaser Order Document/SOW:Fifteen (15) consecutive days of one-hundred percent (100%) trouble-free performance where 1) 100% of all terminations are operational and the Effectiveness Level is 100%; 2) 100% of all ancillary equipment is operational and the Effectiveness Level is 100%; 3) Labeling and as-built drawings have been completed according to Purchaser’s specifications and provided to the Purchaser (see Sec. 5.3.10.).If the Materials and/or Services does not meet the standard of performance during the first period of Acceptance Testing, Purchaser at its sole option may continue on a day-to-day basis until the standard of performance has been met, or terminate the Order/SOW without penalty, or demand replacement cabling or services and/or corrections from the Vendor at no additional cost and continue the Acceptance Testing for an additional fifteen (15) consecutive calendar days after receipt of replacement Equipment. Purchaser’s option to terminate the Order/SOW shall remain in effect until exercised or until such time as the Acceptance Testing is successfully completed. Purchaser, at its sole discretion, will determine whether the Materials and/or Services has successfully completed Acceptance Testing. Vendor shall not bill Purchaser until this standard of performance is met. Upon successful completion of the Acceptance Testing, Purchaser will provide a written notice of a successful Acceptance Testing to the Vendor’s Project Manager.Vendor must provide support for the period up to the issuance of Acceptance by Purchaser. This support must include troubleshooting, the correction of any equipment bugs or deficiencies, and the resolution of any operating problems. During this period, Vendor will provide, at no additional cost, unlimited technical support by telephone. If a problem cannot be resolved within forty-eight (48) hours of Purchaser’s initial notification, Vendor shall provide at no additional cost onsite service and support to resolve the problem. |

**SECTION 6**

# **(M) FINANCIAL PROPOSAL**

COMPLIANCE WITH ALL SECTIONS OF SECTION 6 IS REQUIRED. FAILURE TO COMPLY WITH THE REQUIREMENTS OF THIS SECTION MAY RESULT IN IMMEDIATE DISQUALIFICATION.

## Overview

The Vendor's Response must include a completed set of Financial Response Forms - Appendix E, *Pricing*. For the Vendor to be responsive, all sections must be completely filled out. This document is the Vendor’s price quotation. Price proposals will be evaluated as described in Section 7 *Evaluation Procedures*.

## (MS 500) Presentation of Cost Components

Cost components are located in Appendix E, Pricing. Vendors submitting Responses under Category A will utilize the form in Tab 1 of the Excel Spreadsheet. Vendors submitting Responses under Category B will utilize the form in Tab 2 of the Excel spreadsheet. These applicable form(s) must be submitted in Vendor’s Response and constitute Vendor’s price proposal. The total maximum financial score per Category and Region is 500 points, as described below.

### **(MS 400) Hourly Labor Rate List**

The labor rate for all trades workers shall be priced at the Journeyman level. Vendor must list the “Not to Exceed” hourly wages to be charged for each job title listed in Appendix E, *Hourly Labor Rate List.* These rates must include Vendor’s entire overhead and expenses that will be charged to Purchaser for performance of work under the Master Contract. Vendors may use unique pricing for each region, or the same pricing for all regions bid.

### **(MS 100) Heavy Duty Equipment Rates**

Vendor must list the daily rate (8 hrs) for the heavy duty equipment listed in Appendix E. If heavy duty equipment rates are built in to labor rates and no charge is invoiced for these items, indicate NO CHARGE.

The overtime and holiday rates in Appendix E will not be used in the financial evaluation scoring. However, Vendor must complete those columns in Appendix E for each Category and Region being applied for. See Section 7.5.3.

## Taxes

Vendor must collect and report all applicable Washington state taxes as set forth in section 4.13, *Vendor Licensed To Do Business in Washington*. Contractor shall not assess any taxes against the Master Contract administration fee. Vendor must not include taxes on Appendix E, *Pricing*.

## Miscellaneous Expenses

Expenses related to day-to-day performance under any contract awarded pursuant to this RFQQ, including but not limited to, travel, lodging, meals, incidentals will not be reimbursed to the Vendor. Materials/Services prices proposed by Vendor must include these costs.

Notwithstanding the forgoing, the State recognizes that there may be occasions when the Vendor will be required by Purchaser to travel Onsite, in such case Purchaser must provide written pre-approval of such expenses on a case-by-case basis. Any such reimbursement shall be at rates not to exceed the guidelines for State employees published by the Washington State Office of Financial Management set forth in the Washington State Administrative and Accounting Manual

<<http://www.ofm.wa.gov/policy/contents.asp>> and not to exceed expenses actually incurred.

## Price Protection

For the duration of the initial term of the Master Contract awarded pursuant to this RFQQ, the Vendor must guarantee to provide the Cabling Labor and Heavy Equipment Rates at the proposed prices. Prices cannot increase during the initial term of the contract. Material Prices will be established at the Second-Tier level, as detailed in Section 1.10.

At least sixty (60) calendar days before the end of the initial term of the Master Contract, the Vendor may propose, in writing, a price increase not to exceed the increases reflected in the U.S. Department of Labor “Consumer Price Index, US City Average, All Items, Not Seasonally Adjusted (CPI-U)”. This information can be accessed at the following websites:

<http://www.bls.gov> or <http://www.bls.gov/cpi/>

Price adjustments based upon changes in the CPI-U indexes are authorized once for each contract extension provided DES agrees to the price increase and elects to extend the contract. Vendor must submit the request for a price increase to the DES Contract Administrator at least sixty (60) calendar days prior to the expiration of the current contract period. If no request for a price increase is received within the specified time period the Vendor waives its right to a price increase for that extension period.

Proposed price adjustments will be taken into consideration when determining whether to extend any Master Contract resulting from this RFQQ.

## Price Decrease

The Vendor, at its discretion, may elect to offer pricing on the Equipment and Services specified in this RFQQ at a lower price than originally quoted at any time during the term of the Master Contract.

If the CPI-U decreases after the initial term of the Master Contract, DES may seek pricing concessions from the Vendor prior to extending the term of the Master Contract.

## Financial Grounds for Disqualification

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

**SECTION 7**

# **EVALUATION PROCEDURES**

## Overview

There may be multiple Master Contracts awarded as a result of this RFQQ process. The evaluation process is designed to award Contracts to those Vendors with the best combination of price Quotations and Qualifications based upon the evaluation criteria. This process is not designed to award Contracts merely or solely on the basis of the lowest price Quotations.

Vendor’s Responses will be scored based on their Total Points for each Category and Region combination proposed (e.g. Category A-Region 1, Category B-Region 2, etc.). The Apparently Successful Vendors (ASV) will be those Vendors meeting all RFQQ administrative and mandatory requirements and having received Total Points equal to or exceeding the average Total Points score in at least one Category and Region combination, as described below in Section 7.6.

## Administrative Screening

Responses will be reviewed initially by the RFQQ Coordinator and authorized State personnel to determine on a pass/fail basis compliance with administrative requirements as specified in Section 3, *Administrative Requirements*. Evaluation teams will only evaluate Responses meeting all administrative requirements.

## Mandatory Requirements

Responses meeting all of the administrative requirements will then be reviewed on a pass/fail basis to determine if the Response meets the Mandatory requirements (see Sections 3, 4, 5, & 6). Only Responses meeting all Mandatory requirements will be further evaluated.

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

## Allocation of Points

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

|  |  |
| --- | --- |
| **Scored Section** | **Total Points Available** |
| Vendor Requirements (VRS) | 400 points |
| Client References (CRS) | 100 points |
| Financial Proposal (VFS) | 500 points |
| **Total Possible Points** | **1000 points** |

## Qualitative Review and Scoring

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

### **Vendor Requirements Scoring**

Each scored element in the Vendor Requirements Section of Vendor's Response will be given a score by each Technical Evaluation Team member. Evaluation points will be assigned based on the effectiveness of the Vendor's Response to each requirement. A scale of “0” to “4” will be used, defined as follows:

|  |  |  |
| --- | --- | --- |
| 0 | Non-Responsive | Documentation and capability demonstrated is non-responsive. |
| 1 | Unsatisfactory | Documentation and capability demonstrated is wholly inadequate. |
| 2 | Below Average | Documentation and capability demonstrated is substandard to that which is average or expected as the norm. |
| 3 | Average | Documentation and capability demonstrated is average or expected as the norm. |
| 4 | Above Average | Documentation and capability demonstrated is better than that which is average or expected as the norm. |
| 5 | Exceptional | Documentation and capability demonstrated is clearly superior to that which is average or expected as the norm. |

Each scored element in the Vendor Requirements section of the Response will be given a score by each technical evaluation team member. Then, the scores will be totaled. For evaluation of requirements, the points for every other Vendor’s Requirement Score will be calculated using the ratio of each Vendor’s Requirement Score to the Highest Vendor’s Requirements Score. This ratio will be multiplied by the points allocated to arrive at the total score for each Vendor.

**(Vendors VR Score/Highest Vendors VR score) x 400 = Total Vendor Requirements Score (TVRS)**

These scores will be carried over in the calculation of the Vendor Response Total Score as explained in Subsection 7.6 below.

### **Client Reference Scoring**

The RFQQ Coordinator and authorized State personnel will calculate the scores for each Client Reference Form. The total scores of the highest three (3) Vendor’s Client References received by the deadline in Section 2 for each Vendor will be summed together and an average point score will be calculated. This will be used in the calculation of the Vendor Response Total Score as explained in Subsection 7.6 below.

The Client Reference Score (CRS) awarded to a Vendor for its Client References shall be calculated as follows:

**Sum of Client Reference Scores/3 = Vendor’s Average CRS**

Next, DES will review all mathematical computations and will allocate 100 points (per Region applied for) for both Category A and Category B to the Vendor with the highest Vendor Average CRS. The point value for every other bid will be calculated using the ratio of each Vendor’s Average CRS to the highest Vendor’s Average CRS. This ratio will be multiplied by the 100 points allocated for Client References to arrive at the total Client Reference Score for each Vendor as follows:

**(Vendor’s Average CRS/Highest Vendor’s Average CRS) x 100 points = Vendor’s CRS (VCRS)**

These scores will be carried over in the calculation of the Vendor Response Total Score as explained in Subsection 7.6 below.

### **Financial Scoring**

The Financial Evaluation Team will calculate the Financial Proposal section of the Responses. The evaluation of the Financial Responses will be performed using the rates from Appendix E, *Pricing*. This will be used in the calculation of the Vendor Response Total Score as explained in Subsection 7.6 below. The Vendor’s Response must include one or more sets of pricing in Appendix E, if bidding on both Categories.

In those cases where it is unclear to what extent a financial requirement has been addressed, the Financial Evaluation Team may, at their discretion and acting through the RFQQ Coordinator, contact a responding Vendor to clarify specific points in the Response submitted. However, under no circumstances will the responding Vendor be allowed to make changes to prices quoted in their Response.

A maximum of 500 points will be awarded for the Vendor’s Price Quotation. For evaluation of pricing, the points for every other Vendor’s Response will be calculated using the ratio of the dollar amount of each Vendor’s Response to the dollar amount of the lowest Vendor’s Response. This ratio will be multiplied by the points allocated to arrive at the total score for each Vendor.

The final Pricing Points for each Vendor will be awarded according to the following formulas:

1. **Hourly Labor Rate (400)**
* Appendix E, **Project Manager** **(PM)** has a list value of 50 points and will be awarded as follows:

(Lowest PM rate/Vendors PM rate) x 50 points = Vendor PM Score (VPMS)

* Appendix E, **Inside Foreman** **(IF)** has a list value of 100 points and will be awarded as follows:

(Lowest IF rate/Vendors IF rate) x 50 points = Vendor IF Score (VIFS)

* Appendix E, **RCDD** **(RD)** has a list value of 50 points and will be awarded as follows:

(Lowest RD rate/Vendors RD rate) x 50 points = Vendor RD Score (VRDS)

* Appendix E, **EL06 Low Voltage** **(LV)** has a list value of 50 points and will be awarded as follows:

(Lowest LV rate/Vendors LV rate) x 50 points = Vendor LV Score (VLVS)

* Appendix E, **EL01 Electrician** **(EL)** has a list value of 100 points and will be awarded as follows:

(Lowest EL rate/Vendors EL rate) x 100 points = Vendor EL Score (VELS)

* Appendix E, **EL09 Telecom Tech (TT)** has a list value of 100 points and will be awarded as follows:

(Lowest TT rate/Vendors TT rate) x 100 points = Vendor TT Score (VTTS)

The sum of the results of the above six (6) formulas equals each Vendor’s Hourly Labor Rate Score.

 **VPMS + VIFS + VRDS + VLVS + VELS + VTTS = Vendor’s Hourly Labor Rate Score (VLRS)**

1. **Daily Heavy Equipment Rate (100)**
* Appendix E, **Pickup Truck/Vehicle (PT)** has a list value of 50 points and will be awarded as follows:

(Lowest PT rate/Vendors PT rate) x 50 points = Vendor PT Score (VPTS)

* Appendix E, Cable Van/Fiber Van has a list value of 50 points and will be awarded as follows:

(Lowest CF rate/Vendors CF rate) x 50 points = Vendor CF Score (VCFS)

The sum of the results of the above two (2) formulas equals each Vendor’s Heavy Equipment Rate Score.

VPTS+VCFS = Vendor’s Heavy Equipment Rate Score (VHERS)

The sum of the results of Vendors Labor Rate Score and Heavy Equipment Score equals each Vendor’s Total Financial Score.

VLRS + VHERS = Total Vendor Financial Score (TVFS)

These scores will be carried over in the calculation of the Vendor Response Total Score as explained in Subsection 7.6 below.

## Vendor Response Total Score

The Vendor Response Total Score (VRTS) (per Category and Region) awarded to a Vendor will be calculated as follows:

|  |
| --- |
| **TVRS+VCRS+TVFS = Vendor Response Total Score (VRTS)** |

## Selection of Apparently Successful Vendor

DES intends to select each Vendor scoring Total Points equal to or exceeding the average Total Points score per Category and Region combination. Vendors may therefore be successful in none or any combination of Category/Region proposed. DES will enter into contract negotiations with each ASV. Should contract negotiations fail to be completed within one (1) month after initiation, DES may immediately cease contract negotiations and declare the Vendor disqualified and further, may remove the Vendor from further participation in the selection process. DES, at its discretion, may lower the cutoff score on a Category/Region Combination if, in DES’s sole judgment, it is in the best interests of the State.

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APPENDIX A - CERTIFICATIONS AND ASSURANCES

**Certifications and Assurances are posted as a separate PDF document.**

APPENDIX B – PROPOSED CONTRACT

**Proposed Contract Terms and Conditions are posted as a separate Word document.**

APPENDIX C – OMWBE CERTIFICATIONS

**GOALS FOR MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE) PARTICIPATION**

MWBE participation is defined as: Certified MBEs and WBEs bidding as prime contractor, or prime contractor firms subcontracting with certified MWBEs. For questions regarding the above, contact Office of MWBE at (866) 208-1064.

In accordance with WAC [326-30-046](http://apps.leg.wa.gov/WAC/default.aspx?cite=326-30-046), DES goals for acquisitions have been established as follows: 12% MBE or WBE.

|  |  |  |
| --- | --- | --- |
| **MBE FIRM NAME** | **\*MBE CERTIFICATION NO.** | **PARTICIPATION %** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
| **WBE FIRM NAME** | **\*WBE CERTIFICATION NO.** | **PARTICIPATION %** |
|  |  |  |
|  |  |  |

**\***Certification number issued by the Washington State Office of Minority and Women's Business Enterprises.

Name of Vendor completing this Certification: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

APPENDIX D – PROTEST AND APPEAL PROCEDURES

**A. Complaints Procedure.**

1. A complaint may be made before a vendor responds to a solicitation document if the vendor believes that the document unduly constrains competition or contains inadequate or improper criteria.

2. The written complaint must be made to the issuing agency before the due date of the solicitation response. The agency solicitation process may, however, continue.

3. The receiving agency will immediately forward a copy of the complaint to DES and OCIO. The receiving agency will also reply to the vendor with a proposed solution and advise DES and OCIO of its reply.

4. If the vendor rejects the agency’s proposed solution, DES may direct modification of solicitation requirements or the schedule, direct withdrawal of the solicitation, or may take other steps that it finds appropriate. The DES decision is final; no further administrative appeal is available.

**B. Protests.**

1. Grounds for Protest.

Protests may be made after the agency conducting the acquisition has announced the apparently successful vendor and after the protesting vendor has had a debriefing conference with that agency. Protests may be made on only these grounds:

* Arithmetic errors were made in computing the score.
* The agency failed to follow procedures established in the solicitation document, the IT Investment Policy, the IT Investment Standards, or applicable state or federal laws or regulations.
* There was bias, discrimination, or conflict of interest on the part of an evaluator.

2. Protest Process.

a. Protests are always initially made to the agency conducting the acquisition.

b. The protest letter must be signed by a person authorized to bind the vendor to a contractual relationship.

c. The agency must receive the written protest within five business days after the debriefing conference.

d. The agency will, in turn, immediately notify DES of receipt of the protest. It will also postpone further steps in the acquisition process until the protest has been resolved.

e. If DES is the acquiring agency, written protest must be made to DES within five business days after the debriefing conference. DES must postpone further steps in the acquisition process until the protest has been resolved. DES will conduct a review using the same procedure that other agencies use.

f. Individuals not involved in the protested acquisition will objectively review the written protest material submitted by the vendor and all other relevant facts known to the agency.

g. The agency will deliver its written decision to the protesting vendor within five business days after receiving the protest, unless more time is needed. The protesting vendor will be notified if additional time is necessary.

h. If the protesting vendor is not satisfied with the agency’s decision, it may appeal. Appeal is made to DES unless DES was the acquiring agency or the acquisition requires ISB approval. Appeals in the latter two situations are made to the Office of Financial Management (OFM). The OFM appeal process is discussed below, after discussion of the DES appeal process.

i. Written notice of appeal to DES must be received by DES within five business days after the vendor receives notification of the agency's decision.

j. In conducting its review, DES will consider all available relevant facts. DES will resolve the appeal in one of the following ways:

* Find that the protest lacks merit and upholding the agency's action.
* Find only technical or harmless errors in the agency's acquisition process, determining the agency to be in substantial compliance, and rejecting the protest; or
* Find merit in the protest and provide options to the agency, including:
	+ - Correcting errors and reevaluating all proposals;
		- Reissuing the solicitation document; or
		- Making other findings and determining other courses of action as appropriate.

k. DES will issue a written decision within five business days after receipt of the notice of appeal, unless more time is needed. The protesting vendor will be notified if additional time is necessary. The DES determination is final; no further administrative appeal is available.

l. If a protest arises from a DES acquisition, the vendor must follow the same protest procedure as that used with all other agencies. After DES as the acquiring agency has delivered its written decision to the protesting vendor, the vendor may appeal to OFM if it is not satisfied with DES’ decision. Written notice of appeal must be received by OFM within five business days after the vendor received DES’ decision. OFM will establish procedures to resolve the appeal. The resulting decision is final; no further administrative appeal is available.

m. If a protest arises from an acquisition that requires ISB approval, the vendor may appeal to OFM if it is not satisfied with the acquiring agency’s decision. Written notice of appeal must be received by OFM within five business days after the vendor received notification of the acquiring agency's decision. The protesting vendor does not first appeal to DES. OFM will establish procedures to resolve the appeal. The resulting decision is final; no further administrative appeal is available.

3. Form and Content.

A written protest must contain the facts and arguments upon which the protest is based and must be signed by a person authorized to bind the vendor to a contractual relationship. At a minimum, this must include:

* The name of the protesting vendor, its mailing address and phone number, and the name of the individual responsible for submission of the protest.
* Information about the acquisition and the acquisition method and name of the issuing agency.
* Specific and complete statement of the agency action(s) protested.
* Specific reference to the grounds for the protest.
* Description of the relief or corrective action requested.
* A copy of the issuing agency's written decision on the protest, for appeals to the DES and OFM.

APPENDIX E – PRICING

**Pricing Form is posted as a separate Excel spreadsheet.**

**Note:**

1. Appendix E Pricing, Category A (First Tab) is to be completed by all Vendors submitting a Response under Category A.
2. Appendix E Pricing, Category B (Second Tab) is to be completed by all Vendors submitting a Response under Category B.
3. Vendors submitting Responses under both Category A and Category B must complete both Tabs of Appendix E.

APPENDIX F – VENDOR RESPONSE CHECKLIST

**The Vendor Response Checklist is posted as a separate Word document.**

APPENDIX G – STANDARDS AND CODES

1. Revised Code of Washington (RCW) 19.28.410 (See Appendix G-1)
2. Washington Administrative Code (WAC) 296-46B-D10 (See Appendix G-1)
3. Washington State Building Code
4. National Electric Code (NEC)
5. National Electronic Manufacturer Association (NEMA)
6. National Electric Testing Association (NETA)
7. Uniform Commercial Building Code
8. ANSI/TIA/EAI 568 and any addendums
9. ANSI/TIA/EIA-568-, Commercial Building Telecommunication Cabling Standard and any addendums
10. ANSI/TIA/EIA-568- Twisted Pair Cabling Standard and any addendums
11. ANSI/TIA/EIA-568- Optical Fiber Standards and any addendums
12. ANSI/TIA/EIA-569, Commercial Building Standard for Telecommunications Pathways and Services
13. ANSI/TIA/EIA-606, Administration Standard for Telecommunications Infrastructure of Commercial Buildings
14. ANSI-J-STD-607-A, Commercial Building Grounding (Earthing) and Bonding Requirements for Telecommunications
15. ANSI/TIA/EIA-758, Customer-Owned Outside Plant Telecommunications Cabling Standard
16. OSHA/WISHA – To include all safety, health, environmental and fire retardant requirements
17. Federal Communications Commission (FCC0 Rules Part 68, Requirements for connection of equipment to the public telephone network
18. State, County, Municipal, and Local Codes
19. Underwriters Laboratories, Inc, (UL):

All material furnished, for which Underwriters Laboratories standards have been established shall bear the UL label or the listing label of an equivalent independent test laboratory. The following are examples:

* 1. UL 444 – Standard for Safety, Communications Cables
	2. UL 497 - Standard for Safety, Protectors for Communications Circuits
	3. UL 497 A – Standard for Safety, Secondary Protectors for Communications Circuits
	4. UL 497 B – Standard for Safety, Protectors for Data Communications and Fire Alarm Circuits
	5. UL 969 – Standard for Marking and Labeling Systems
	6. UL 1459 – Standard for Safety, Telephone Equipment
	7. UL 1863 – Standard for Safety, Communications Circuit Accessories

If this RFQQ and any of the documents cited above are in conflict, then the more stringent requirement shall apply. The Vendor is responsible to determine and adhere to the most recent release, version or update to the documents cited above.

APPENDIX G-1 – STANDARDS AND CODES

RCW 19.28.410 & WAC 296-46B-010

**RCW** [**19.28.410**](http://apps.leg.wa.gov/RCW/default.aspx?cite=19.28.410) **– Telecommunications systems installations – Subject to this subchapter**

1. All installations of wires and equipment defined as telecommunications systems are subject to the requirements of this subchapter. Installations shall be in conformity with approved methods of construction for safety to life and property. The national electrical code, approved standards of the telecommunications industries association, the electronic industries association, the American national standards institute, and other safety standards approved by the department shall be evidence of approved methods of installation.
2. This chapter may not limit the authority or power of any city or town to enact and enforce under authority given by law in RCW [19.28.141](http://apps.leg.wa.gov/rcw/default.aspx?cite=19.28.141), any ordinance, or rule requiring an equal, higher, or better standard of construction and an equal, higher, or better standard of materials, devices, appliances, and equipment than that required by this chapter.

**WAC** [**296-46B-010**](http://apps.leg.wa.gov/WAC/default.aspx?cite=296-46B-010) **General – Adopted Standards (in part)**

1. The 2008 edition of the National Electrical Code (NFPA 70 - 2008) including Annex A, B, and C; the 2007 edition of standard for the Installation of Stationary Pumps for Fire Protection (NFPA 20 - 2007); the 2005 edition of standard for Emergency and Standby Power Systems (NFPA 110 - 2005); Commercial Building Telecommunications Cabling Standard (ANSI/TIA/EIA 568-B.1- June 2002 including Annex 1 through 5); Commercial Building Standard for Telecommunications Pathway and Spaces (ANSI/TIA/EIA 569-A-7 December 2001 including Annex 1 through 4); Commercial Building Grounding and Bonding Requirements for Telecommunications (ANSI/TIA/EIA 607 - A - 2002); Residential Telecommunications Cable Standard (ANSI/TIA/EIA 570-B-2004); American Railroad Engineering and Maintenance of Way Association - 2005 Communications and Signal Manual; and the National Electrical Safety Code (NESC C2-2007 excluding Appendixes A and B) are hereby adopted by reference as part of this chapter.
2. The requirements of this chapter will be observed where there is any conflict between this chapter and the National Electrical Code (NFPA 70), Centrifugal Fire Pumps (NFPA 20), the Emergency and Standby Power Systems (NFPA 110), ANSI/TIA/EIA 568-B, ANSI/TIA/EIA 569-A, ANSI/TIA/EIA 607, ANSI/TIA/EIA 570 or the NESC C2-2007.
3. The National Electrical Code will be followed where there is any conflict between standard for Installation of Stationary Pumps for Fire Protection (NFPA 20), standard for Emergency and Standby Power Systems (NFPA 110), ANSI/TIA/EIA 568-B, ANSI/TIA/EIA 569-A, ANSI/TIA/EIA 607, ANSI/TIA/EIA 570-B, or the NESC C2 and the National Electrical Code (NFPA 70).

APPENDIX H – CLIENT REFERENCE FORM

**The Client Reference Form is posted as a separate Word document.**

APPENDIX I – VENDOR PROFILE

**Appendix I is posted as a separate document.**