

**Request for Qualifications and Quotations**  
**RFQQ-2014-0307**

for

**Fuel Sites Maintenance and Repair**

by the

**Washington State**  
**Department of Transportation**

**Release Date: March 7, 2014**

**Due Date and Time**  
***April 3, 2014 at 12:00PM (Noon)***

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

Jolena Missildine, RFQQ Coordinator  
Phone: 360-705-7548  
Email: [missildj@wsdot.wa.gov](mailto:missildj@wsdot.wa.gov)

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## SECTION 1 - INTRODUCTION

### 1.2 Background

The Washington State Department of Transportation (WSDOT) owns and operates 130 automated cardlock fuel sites located throughout Washington State. These fuel sites provide diesel, gasoline, and autogas for WSDOT vehicles, as well as for vehicles of various other state agencies, counties, and municipalities. It is essential that these fuel sites are maintained and repaired in a timely matter in accordance with all Federal, State, and local laws and regulations in order to sustain fueling operations.

### 1.3 Purpose

The purpose of this solicitation is to qualify Vendors to provide as needed repairs to and maintenance of WSDOT fuel sites. This includes repairs to and maintenance of all components of the fuel site infrastructure, including but not limited to: tanks, piping, pumps, dispensers, fuel island controllers, automated tank gauges, venting, and all other components found on automated fueling sites.

### 1.4 Contract Term

It is anticipated that the term of the resulting Contract will be one (1) year commencing on the Effective Date of the Contract as that term is defined in the Contract (Appendix B). WSDOT, at its sole discretion, may initiate extending the Contract for up to five (5) additional one- (1) year terms.

### 1.5 Definitions

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

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

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

**“Maintenance”** shall mean any activity such as test, measurements, replacement, adjustments or repairs, intended to eliminate faults or to keep Fuel Sites functioning in compliance with all applicable Federal, State, and local regulations governing fueling facilities.

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

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

**“Order or Order Document”** shall mean an official document and attachment thereto specifying the maintenance or repair services to be performed by Vendor.

**“Price”** shall mean the not-to-exceed hourly rate(s) quoted by the Vendor in their Response as outlined in this RFQQ to be charged, as applicable, for Services rendered. All Prices shall be quoted and paid in United States dollars.

**“Project”** shall mean a specific defined task as described in the Order Document. 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 WSDOT’s cost and declared a “Public Work” by the WSDOT in the Order Document. This includes, but is not limited to, demolition, remodeling, renovation, road construction, building construction, and utilities construction. (See RCW [39.04.010](#))

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

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

**“RFQQ”** shall mean this Request for Qualifications and Quotations, and any amendments or revisions thereto, used as a solicitation document.

**“Services”** 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.

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

**“Subcontractor”** shall mean one not in the employment of Contractor, who is performing all or part of the Services under a Contract resulting from this RFQQ, or any subsequent Work Order, under a separate contract with Contractor. The term “Subcontractor” means Subcontractor(s) of any-Tier.

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

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

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

## **1.6 Multiple Award**

WSDOT expects to enter into multiple Contracts with multiple Vendors as a result of this solicitation. It is the intention of WSDOT to establish at least one contract for each Washington State County, and at least two contracts for the following Washington State Counties: Jefferson, King, Kitsap, Pacific, Pierce and Snohomish.

**1.7 Quantity of Usage**

Contracts resulting from this solicitation will be designated as “optional use.” No guarantee for volume or usage can be given.

**1.8 Public Works**

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.

**1.9 Funding**

Any awarding of any Contract as a result of this solicitation and the issuance of any Order Document is contingent upon the availability of funding.

## SECTION 2 – TERMS OF THIS RFQQ

### 2.1 RFQQ Coordinator (Proper Communication)

The RFQQ Coordinator is the **sole point of contact** in WSDOT for this procurement. All communication between the Vendors and WSDOT upon receipt of this RFQQ shall be with the RFQQ Coordinator as follows:

**Jolena Missildine, RFQQ Coordinator**

Phone: 360-705-7548

Email: [missildj@wsdot.wa.gov](mailto:missildj@wsdot.wa.gov)

All mail must be addressed to:

**Jolena Missildine, RFQQ Coordinator**

**Washington State Department of Transportation**

**Administrative Contracts Office**

**310 Maple Park Ave, SE 2B1**

**PO Box 47408**

**Olympia, Washington 98504-7408**

(Hand Deliveries must go to the Reception Desk)

You may use email for any communication required in this RFQQ, EXCEPT for your formal response to this RFQQ, complaint and/or protest, if any.

**Communication regarding this RFQQ with any other WSDOT personnel will be considered unofficial and non-binding to WSDOT. Vendors are to rely on written statements issued by the [RFQQ Coordinator](#). Communication directed to parties other than the RFQQ Coordinator may result in disqualification of the Proposer.**

### 2.2 SCHEDULE

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

DATE & TIME	EVENT
March 7, 2014	RFQQ issued
March 12, 2014	First-round Vendor questions and comments due
March 17, 2014	State's written answers to first-round Vendor questions issued
March 19, 2014	Vendor Pre-Response Conference

March 24, 2014	Second-round Vendor questions and comments due
March 26, 2014	State's final written answers to second-round Vendor questions issued
<b>April 3, 2014 at 12:00 PM (Noon)</b>	<b>Responses due</b>
April 7-11, 2014	Evaluation period begins
April 14, 2014	Announcement of ASVs
April 17, 2014	Vendor Request for Optional Debriefing due
April 15-22, 2014	Optional Vendor Debriefings
April 28, 2014	Send Contracts to ASVs
May 2, 2014	Signed Contracts due to WSDOT
May 15, 2014	Contracts effective and made available for Services

*WSDOT reserves the right to revise the above schedule.*

### 2.3 Optional Pre-Response 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 2.2). Vendors are not required to attend in order to submit a Response. A teleconference option will be available for this event. Contact the [RFQQ Coordinator](#) for the Teleconference information. Due to limited seating at this event, WSDOT requests that Vendors limit their representatives to no more than two attendees.

The conference will be held from **9:00 to 11:00 a.m.** at the following location:

**Edna Lucille Goodrich Building  
7345 Linderson Way SW  
Tumwater, WA 98501**

**Please park in the visitors' spaces. Check in with the Security Desk. They will direct you to the conference room.**

*Note: For more information on this location, click here: [Edna Lucille Goodrich Building](#).*

The purpose of this conference is to provide Vendors an opportunity to ask questions they may have concerning the RFQQ. Verbal answers to Vendor questions asked during the

conference will be unofficial. Vendors should rely only on written statements issued by the RFQQ Coordinator.

Assistance for disabled, blind or hearing-impaired persons who wish to attend is available with pre-arrangement with the RFQQ Coordinator.

## 2.4 Vendor Questions

Two rounds of Vendor questions regarding this RFQQ will be allowed consistent with the respective dates and times specified in the *Schedule* (Section 2.2). All Vendor questions must be submitted in writing (e-mail acceptable) to the RFQQ Coordinator. Official written WSDOT responses will be provided for Vendor questions received by the respective deadlines. Written responses to Vendor questions will be posted on WEBS and WSDOT's web site at: <http://www.wsdot.wa.gov/Business/Contracts/default.htm>

**First-Round** – First-Round written questions prior to the Pre-Response Conference are due to the RFQQ Coordinator no later than by the First-Round deadline for Vendor Questions and Comments in the *Schedule* (Section 2.2). WSDOT intends to provide an official written response for First-Round Vendor questions received by this deadline as outlined in the *Schedule* (Section 2.2).

**Second-Round** – Second-Round written questions after the Pre-Response Conference are due to the RFQQ Coordinator no later than the Second-Round deadline for Vendor Questions and Comments in the *Schedule* (Section 2.2). WSDOT intends to provide an official written response for Second-Round Vendor questions received by this deadline as outlined in the *Schedule* (Section 2.2).

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 WSDOT web site will be considered official and binding.

## 2.5 Vendor Complaints

Vendors with unresolved issues or concerns that were not addressed or resolved during the question and answer period of the solicitation may make complaints. Vendor complaints must be received, in writing, by the RFQQ Coordinator not less than five (5) business days prior to the deadline for Responses. Further information regarding the grounds for, filing and resolution of complaints is contained in the Complaint and Protest Procedures (Appendix C).

## 2.6 Cost of Response Preparation

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

## 2.7 Response Property of WSDOT

All materials submitted in response to this solicitation become the property of WSDOT, unless received after the deadline in which case the Response is returned to the sender.

WSDOT has the right to use any of the ideas presented in any material offered. Selection or rejection of a Response does not affect this right.

## **2.8 Proprietary or Confidential Information**

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

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

The State's sole responsibility shall be limited to maintaining Vendor's proprietary information in a secure area and notifying Vendor of any public records requests for that information for so long as WSDOT retains Vendor's proprietary information. Failure to label proprietary information or failure to timely respond after WSDOT gives Vendor notice of a public records request shall be deemed a waiver by Vendor of any claim that its proprietary information is exempt from disclosure.

## **2.9 Minor Administrative Irregularities**

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

## **2.10 Errors in Response**

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

## **2.11 Clarification of Response**

The RFQQ Coordinator may contact a Vendor for clarification of any portion of the Vendor's Response. However, under no circumstances will a Vendor be allowed to make changes to the Response after the deadline stated for receipt of Responses.

## **2.12 Amendments/Addenda**

WSDOT reserves the right to revise any part of this RFQQ at any time. This includes correcting errors in the RFQQ identified by WSDOT or a Vendor. Any revisions will be by one or more written amendment(s), which will be posted on WEBS and WSDOT's

web site at: <http://www.wsdot.wa.gov/Business/Contracts/default.htm>. If there is any conflict between amendments, or between an amendment and the RFQQ, whichever document was issued last in time shall be controlling.

### **2.13 Right to Cancel**

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

### **2.14 Contract Requirements**

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 the Response and may, at the sole discretion of WSDOT, be grounds for disqualification from further consideration in the award of a Contract.

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

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

The ASV will be expected to execute the Contract within 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) day time frame, WSDOT may elect to cancel the award, and award the Contract to the next ranked Vendor, or cancel or reissue this solicitation (see Subsection 2.12, *Right to Cancel*). Vendor's submission of a Response to this solicitation constitutes acceptance of these contract requirements.

### **2.15 Incorporation of Documents into Contract**

This RFQQ and the Response will be incorporated into any resulting Contract.

### **2.16 No Costs or Charges**

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

### **2.17 Minority and Women's Business Enterprises (MWBE)**

In accordance with the legislative findings and policies set forth in Chapter 39.19 RCW, the state of Washington encourages participation in all of its acquisitions by Vendors certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation or on a subcontractor basis. However, no preference will be included in the evaluation of proposals, no minimum level of MWBE participation shall be required as a condition for receiving an award, and proposals will not be rejected or considered non-responsive on that basis. Vendors may contact OMWBE at (360) 753-9694 to obtain information on certified Vendors.

## **2.18 Veteran-Owned Business Enterprise**

WSDOT also strongly encourages participation of businesses owned by veterans. Vendors who are registered with the Washington State Department of Veterans Affairs are encouraged to identify the participating firm on Appendix I. No minimum level of veteran-owned business participation is required as a condition of receiving an award and no preference will be included in the evaluation of Responses in accordance with chapter 43.60A RCW. For questions regarding the above, contact the Washington State Department of Veterans Affairs at (800) 562-0132.

## **2.19 No Obligation to Contract/Buy**

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

## **2.20 Withdrawal of Response**

Vendors may withdraw a Response that has been submitted at any time up to the Response due date and time (identified on the *Schedule*, Section 2.2). To accomplish Response withdrawal, a written request signed by an authorized representative of Vendor must be submitted to the RFQQ Coordinator. After withdrawing a previously submitted Response, Vendor may submit another Response at any time up to the Response submission deadline.

## SECTION 3 – ADMINISTRATIVE REQUIREMENTS

### 3.1 (M) Response Contents

The Response must in a binder and be prepared in accordance with the requirements of Section 3.7 and must contain a) information responding to all mandatory requirements in Sections 4 through 6; b) Vendor's exceptions and/or proposed revisions to the Contract (Appendix B), if applicable, and; c) must include the *signature* of an authorized Vendor representative on all required documents.

Failure to provide any requested information in the prescribed format as outlined in Section 3.3 (Response Presentation and Format Requirements) may result in disqualification of the Vendor.

### 3.2 (M) Number of Response Copies Required

Vendors must submit one (1) original of each Volume, three (3) identical copies of Volume 1, one (1) identical copy of Volume 2, each in separate binders for a total of six (6) binders, and one (1) CD-ROM, formatted in Microsoft Office 2007 or newer, of Vendor's complete proposal to the [RFQQ Coordinator](#). The CD-ROM shall be included with the Vendor's submitted Response and enclosed in a paper CD-sleeve or other protective cover

### 3.3 (M) Response Presentation and Format Requirements

The following requirements are mandatory in responding to this RFQQ. Failure to follow these requirements shall result in Vendor **disqualification**. *The naming convention is for the CD-ROM.*

- 3.3.1 Response should be submitted in two (2) volumes as set forth below. This separation of documentation protects the integrity of WSDOT's evaluation process. No mention of the cost response may be made in Volume 1.

Volume 1:

Vendor's Submittal Letter

The Responses to the items set forth in Section 4, Vendor Requirements

The Responses to the items set forth in Section 5, Vendor Qualifications

Volume 2:

The Responses to the items set forth in Section 6, Financial Cost

A completed *Price Quotation Per County* (Appendix D)

Vendor's signed and completed *Certifications and Assurances* (Appendix A)

Vendor's *MWBE Participation Form* (Appendix G), if applicable

Completed Client Reference Form (Appendix F)

- 3.3.2 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. Once completed and signed, the Letter of Submittal should be scanned into a separate file,

in a *.bmp, .jpg, .jpeg, .tiff*, or PDF format, labeled as “**VendorName\_LOS**” and saved as outlined in Appendix E for submission.

- 3.3.3 The signature block in *Appendix A, Certifications and Assurances*, must be signed by a representative authorized to bind the Vendor to a contractual relationship. Once completed and signed, Appendix A should be scanned into a separate file, in a *.bmp, .jpg, .jpeg, .tiff*, or PDF format, labeled as “**VendorName\_CA**” and saved as outlined in Appendix E for submission.
- 3.3.4 Vendor must respond to, or otherwise comply with, as outlined in each subsection, each question/requirement contained in Sections 4 through 6 of this RFQQ, and complete Appendices A, D, F, & G (if applicable). Failure to comply with any applicable item may result in the Response being disqualified.
- 3.3.5 Each of the RFQQ requirements are numbered and titled. In each requirement title is a designation indicating how the Response will be evaluated:
- a) For Mandatory requirements (**M**), the Vendor must comply with the 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. 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.
  - b) 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.
- 3.3.6 Pages must be numbered consecutively within each section of the Response showing Response section number and page number.
- 3.3.7 For use herein, a “page” is defined as a single-sided document of eight and one-half by eleven (8 ½ x 11) inch paper with one inch margins. For word processing formatting purposes, use either “Arial” or “Times New Roman” with font no smaller than 10-points.
- 3.3.8 Response prices must be submitted using the *Price Quotation Per County*- (Appendix D). Separate price quotes attached to this document or submitted in some other form will not be accepted as a valid Response. Do not enter “N/A” in the Price Quotation spreadsheet if you are not responding in a particular County. Instead, enter zeros, or leave those cells blank.
- 3.3.9 The Response, as well as any reference materials presented by Vendor, must be written in English and Vendor must provide all rates in United States dollars.
- 3.3.10 **Use of the file naming conventions as outlined in the applicable RFQQ section and Response Checklist (Appendix E) is mandatory.**

### 3.4 Delivery of Responses

The Response, whether mailed or hand delivered, must be received by the [RFQQ Coordinator](#) at the address specified in Section 3.1 no later than the date and time specified in the *Schedule of Activities*, [Section 2.2](#). Responses received after that date shall not be accepted and shall automatically be disqualified from further consideration. The method of delivery shall be at Vendor's discretion and sole risk to assure delivery at the designated office. Faxed or emailed proposals will not be accepted and will be disqualified. See Section 2.1 for delivery address and instructions.

**All proposals and any accompanying documentation become the property of WSDOT and will not be returned.**

**Responses may not be transmitted using email or facsimile transmission.**

## **SECTION 4 – VENDOR INFORMATION SECTION**

### **4.1 (M) Letter of Submittal**

The Letter of Submittal shall be on the Vendor's official business letterhead and 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 County(ies) Vendor is submitting a Response for.
2. A statement indicating all the manufacturer certifications Vendor holds. (See Section 4.2); and
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 WSDOT 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 4.8 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 WSDOT.
10. A statement indicating if the Vendor is a Veteran's own firm, Small Business, or

### **4.2 (M) Vendor Certifications**

The Vendor Response must provide documentation (i.e. Certifications) that they have technicians certified in the maintenance and repair of fueling facilities. These include but are not limited to –

- ICC UST (underground storage tank installation and repair)

- ICC AST (aboveground storage tank installation and repair)
- ICC Vapor Recovery Systems Installation, Testing and Repair
- Veeder Root UST Monitoring Systems Installation and Repair Levels 1,2 and 3.

The Vendor Response must provide documentation (i.e. Certifications) that the firm is certified by at least one leading manufacturer. These include but are not limited to -

- Veeder Root TLS-350's, TLS-450's
- OMNTEC OEL 8000
- EECO 1500 & 2000

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.

This includes key staff and Subcontractors who will be assigned to the project.

*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.*

### **4.3 Proposed Changes to Appendix B**

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. All of Vendor's exceptions to the contract terms and conditions in Appendix B must be submitted within the Response, attached to Appendix A, *Certification and Assurances*. *If no exceptions are proposed, the vendor agrees to sign the contract as written.*

### **4.4 (M) Use of Subcontractors**

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

RCW 39.12.020, prevailing wages any subcontractor are required to pay prevailing wages to all workers based upon classification of labor performed. All workers shall receive the prevailing wage rate in effect at the time under this contract.

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

#### **4.5 (M) Vendor Account Manager**

Vendor must designate an Account Manager who will be the principal point of contact for the WSDOT Contract Administrator for the duration of any Contract. Vendor's Account Manager will serve as the focal point for business matters, performance matters, and administrative activities.

#### **4.6 (M) Vendor Licensed to do Business in Washington**

Vendor must identify their Uniform Business Identifier number. If the Vendor does not have a UBI number at time of Response, Vendor must indicate the following in its Response to this section - "In process." 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. 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>. WSDOT will verify the licensing status of ASVs prior to executing any Contract.

#### **4.7 (M) Statewide Vendor Registration**

The Apparently Successful Vendor must agree to register with the Washington State Office of Financial Management (OFM) as a Statewide Vendor SWV) within ten (10) Business Days of notification of contract award. If you have a SWV Number, you must provide it in your Response to this section. If you do not have SWV number, you must indicate in your Response to this section "<Vendor Name> confirms that we will register for a Statewide Vendor Number within ten (10) Business Days of notification of contract award"

#### **4.8 (M) Prior Contract Performance**

If Vendor has had a contract terminated for default in the past five (5) years, describe the details of the termination(s), including the other party's name, address and telephone number, in the Response to this section.

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

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

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

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

#### **4.9 (M) Retainage Bond**

The Vendor must state they will submit a retainage bond. The amount of the payment bond must be equal to 1% of the amount of the Contract and must remain in place through the term of the Contract.

The cost of this bond is to be included in the total prices proposed and will not be recoverable as a separate cost item. The ASV shall deliver the payment bond to WSDOT within ten (10) working days after executing the Contract.

#### **4.10 (M) Business**

**Vendor must state how they meet the following requirements:**

- A. Are an existing business of at least 16 months.
- B. Are a fuel site maintenance and repair business authorized by the United States Environment Protection Agency and the Washington State Department of ecology to maintain and repair above and underground storage tanks, pumps, dispensers, and all ancillary equipment related to fuel sites.
- C. Are a current fuel site maintenance and repair service that services fuel sites in Washington State or near Washington State border and/or have an identified current and existing fuel delivery service subcontractor(s) in Washington State or near Washington State border, both/either of which is capable of performing the contract.
- D. Are familiar and compliant with all applicable federal, state, county, city, and tribal laws, rules, and regulations governing above and underground storage tanks, pumps, dispensers, and all ancillary equipment related to fuel sites.

## SECTION 5 –QUALIFICATIONS SECTION

### 5.1 (MS) Vendor Management Qualifications

- 5.1.1 Vendor Overview – Provide a brief description of Vendor’s entity (including primary business location(s), total number of employees and/or staff resources available to provide services relative to this RFQQ, areas of specialization and expertise, client base and any other pertinent information that would aid an evaluator in formulating a determination about the stability and strength of the entity, as well as the value and commitment of the Vendor as a resource to State government), including the Vendor organization’s experience, ability and history with providing services relevant to the scope and object of this RFQQ. Limit response to 1 page.

### 5.2 (MS) Vendor Client References

- 5.2.1 Vendor must submit a total of two (2) completed Client Reference Forms (see Appendix F). Clients shall be of the Vendor’s choice from among their commercial and/or government client base.
- 5.2.2 Each Client Reference Form submitted for Vendor shall be from different clients. In no event shall the Vendor submit both references from the same client. If the Vendor submits both references from the same client, both references shall be disallowed and zero evaluation points will be assigned to this portion of the evaluation. Vendors submitting only one (1) completed Client Reference Form shall receive less than the full evaluation points available for this portion of the evaluation. In the event that more than two (2) completed Client Reference Forms are received, WSDOT shall only include the first two received for evaluation purposes.

### 5.3 (MS) Experience with Service Response and Escalation

#### 5.3.1 Service Response

Vendor must provide a plan for On-Site response. On-site response time to requests for routine maintenance and repair such as shall be within twelve (12) hours of the request, unless otherwise negotiated by WSDOT and Vendor. Routine maintenance and repair will be performed during normal business hours. When on-site, the Vendor must report to or check in with the regional coordinator prior to and after each service call. Many of our facilities have controlled access and the vendor would need to be admitted by WSDOT personnel.

#### 5.3.2 Escalation

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

#### **5.4 (MS)Project Experience**

Describe two (2) client projects for which the Vendor has provided at least one-hundred-fifty (50) billable hours of Services similar to those described in this RFQQ since January 1, 2011. Limit response to 2 pages. (1 project per page preferred.)

Each project description submitted must include:

- Project title or name.
- Project duration - start and end dates.
- Client company name.
- Client contact name, phone and/or email\*.
- Overview of statement of work or project goals.
- Overview of project deliverables.
- Main technical skills utilized for project.
- Project summary including outcomes achieved.
- Which County was this project performed in.

\* By providing a contact name in Response to this subsection, Vendor is granting permission for the RFQQ Coordinator to contact this person regarding the Vendor's project to validate the information provided. It is the Vendor's responsibility to alert the contact that they have been identified in Vendor's Response and that WSDOT may be contacting them.

## SECTION 6 – QUOTATIONS SECTION

### 6.1 Overview

Contract prices must include all cost components needed for providing the Services. Failure to identify all pricing quotations in a manner consistent with the instructions in this RFQQ is sufficient grounds for disqualification

WSDOT makes no volume commitment in this solicitation.

### 6.2 (M) Taxes

Vendor must not include taxes on the *Price Quotation form– Appendix D*.

### 6.3 (MS) Price Quotation

- 6.3.1 Vendor must provide the hourly Prevailing Wage Rate for each Labor Category set forth in the Price Quotation Per County form (Appendix D) for each county Vendor is submitting a Response for.
- 6.3.2 Vendor must provide the hourly Overhead Rate for each Labor Category set forth in the Price Quotation Per County form (Appendix D) for each county Vendor is submitting a Response for.
- 6.3.3 Vendor must add the hourly Prevailing Wage Rate and the hourly Overhead Rate together to arrive at the not-to-exceed hourly rate Price quote for the initial contract period for each County Vendor is submitting a Response for.
- 6.3.4 Vendor agrees that Prices quoted in their Response and included in any subsequent Contract and Order Document assumes work is performed at a Fuel Site location(s) in the state of Washington during Business Days and Hours. Overtime rates are not allowed unless required by state or federal law. Further, Prices are to be considered all-inclusive hourly rates, i.e. rates include all **overhead costs** (insurance, profit, subs overhead, trucks, travel, etc).
- 6.3.5 Vendor’s use of the *Price Quotation Per County* spreadsheet (Appendix D) is **mandatory**. **This spreadsheet(s) must be completed according to the instructions set forth in Appendix E and submitted as a separate attachment, labeled according to the convention “VendorName\_County #PRICE.xls” in Microsoft Excel format only.**

Counties numbers are identified in Appendix F, List of Counties in Washington.

### 6.4 (M) Materials

Vendor must provide a statement that they acknowledge WSDOT will pay cost plus 10% for all materials.

## SECTION 7

### 7. EVALUATION PROCESS

#### 7.1 Overview

There may be multiple 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 County. The Apparently Successful Vendors (ASV) will be those Vendors meeting all RFQQ administrative and mandatory requirements and having received the highest possible Total Points in at least one County combination, as described below in Section 7.6, *Vendor Total County Score*.

#### 7.2 Administrative Screening

Responses will be reviewed initially by the RFQQ Coordinator and authorized State personnel to determine, on a pass/fail basis, whether each Response meets all the administrative requirements set forth in Section 3, *Administrative Requirements*. Evaluation teams will only evaluate Responses that have met all administrative requirements.

#### 7.3 Mandatory Requirements

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

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

#### 7.4 Allocation of Points

The Mandatory Scored (MS) sections of each Response will be assigned points based on their relative importance, as shown below:

<b>Vendor Experience and Qualifications</b> <ul style="list-style-type: none"><li>• Vendor Management Qualifications (Subsection 5.1)</li><li>• Vendor Client References (Subsection 5.2)</li><li>• Experience with Service Response and Escalation (Subsection 5.3)</li></ul>	<b>600points/ 60 percent</b>
<b>Price Quotation (Subsection 6.3)</b>	<b>400 points/ 40 percent</b>

<b>Total Possible Points</b>	<b>1,000 points</b>
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## 7.5 Qualitative Review and Scoring

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

Numerical Ranges: Numerical scores will be assigned by Evaluators based on the quality of the Response to each experience/skill requirement. Evaluators will assign each scored element a whole number score, on a 1-600 range within the appropriate range as outlined in the following table:

0-120	Marginal	Capability is substandard and barely meets minimal qualifications
121-250	Below Average	Capability is substandard to that which is average or expected as the norm.
251-350	Average	Capability is what is expected as the norm.
351-499	Above Average	Capability is better than that which is average or expected as the norm.
500-600	Exceptional	Capability is clearly superior to that which is average or expected as the norm.

### Price Quotation Evaluation

Price will receive a score according to the formula in the table directly below:

$\frac{\text{County Lowest Price}}{\text{Vendor's County Price}} \times 400 \text{ points} = \text{Vendor's Price Quotation Score}$
---

### **Example:**

*Vendors A, B, C & D each quoted a set of Prices for the same Counties.*

<b>Counties</b>	<b>Vendor A Total overhead rate per hour for each labor</b>	<b>Vendor B Total overhead rate per hour for each labor</b>	<b>Vendor C Total overhead rate per hour for each labor</b>	<b>Vendor D Total overhead rate per hour for each labor</b>
Adams	\$ 30.00	\$ 40.00	\$ 27.00	\$ 45.00
Ferry	\$ 20.00	\$ 80.00	\$ 55.00	\$33.00
King	\$ 32.00	\$ 41.60	\$ 25.00	\$ 45.00

Mason	\$ 30.00	\$ 53.40	\$42.50	\$29.50
Yakima	\$ 50.00	\$ 40.00	\$ 70.00	\$52.00

Results:

County	Vendor A Points	Vendor B Points	Vendor C Points	Vendor D Points
Adams	360 points	270 points	400 points	240 points
Ferry	400 points	100 points	145.45 points	242.42 points
King	312.50 points	240.38 points	400 points	222.22 points
Mason	393.33 points	220.97 points	277.65 points	400 points
Yakima	320 points	400 points	228.57 points	307.69 points

**Note:** All results from the Price Quotation evaluation will be **rounded up or down** to the nearest one hundredth. For example, an evaluation score of 167.2413 will become 167.24 and 142.6471 becomes 142.65.

## 7.6 Vendor Total County Score

Vendor's Total Score for each Technical Service County – Experience Level combination proposed will be calculated as follows:

<b>Total Score = Vendor Experience and Qualifications + Price Quotation Score per County = Vendor's Total County Score</b>
--

**Note:** A separate score will be calculated for each County combination in which the Vendor is responding.

## 7.7 Selection of Apparently Successful Vendor

WSDOT intends to select up to two Vendors scoring the highest per County as an ASV for that County. Vendors may therefore be successful in none or any combination of County (ies) proposed. All Vendors responding to this solicitation will be notified by e-mail when WSDOT has determined the ASVs who will constitute the unranked Vendor pool. The date of announcement of the ASVs will be the date the e-mail is sent.

WSDOT will enter into contract negotiations with each ASV. Should contract negotiations fail to be completed within one (1) month after initiation, WSDOT may immediately cease contract negotiations and declare the Vendor disqualified and further, may remove the Vendor from further participation in the selection process.

## 7.8 Optional Vendor Debriefing

Only Vendors who submit a Response may request a debriefing conference to discuss the evaluation of their Response. The requested debriefing conference must be requested on or before the date specified in the *Schedule* and must occur on or before the date specified

in the *Schedule, Section 2.2*. The request must be in writing (e-mail acceptable) addressed to the RFQQ Coordinator.

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

## 7.9 **Protests**

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

## APPENDIX A

### CERTIFICATIONS AND ASSURANCES

I/we agree that submission of the attached Response constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.

I/we make the following certifications and assurances as a required element of the Response to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. The prices and/or data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single Response.
2. The attached Response is a firm offer for a period of sixty (60) days following receipt, and it may be accepted by the WSDOT without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the sixty (60)-day period.
3. In preparing this Response, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this Response or prospective contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this Response. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
4. I/we understand that the WSDOT will not reimburse me/us for any costs incurred in the preparation of this Response. All Responses become the property of the WSDOT, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this Response.
5. I/we agree to 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.

6. I/we agree to be responsible for making the arrangements for delivery, unloading, and storage of materials for each Project.
  
7. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Vendor and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Vendor or to any competitor.
  
8. No attempt has been made or will be made by the Vendor to induce any other person or firm to submit or not to submit a Response for the purpose of restricting competition.

---

Signature

---

Date

## **APPENDIX B**

### **PROPOSED CONTRACT**

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

## **APPENDIX C**

### **Complaint and Protest Procedures**

#### **1.0 COMPLAINT**

This complaint procedure is available to Vendors with unresolved issues or concerns that were not addressed or resolved during the question and answer period of the solicitation.

Vendor complaints must be received, in writing, by the RFQQ Coordinator not less than five (5) business days prior to the deadline for bid submission.

#### **1.1 GROUNDS FOR COMPLAINT**

Written complaints may be based only on the following:

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

Complaints not based on these criteria will not be considered.

#### **1.2 FORMAT AND CONTENT**

Vendors making a complaint shall include in their written complaint to WSDOT all facts and arguments upon which the Vendor relies. Vendors shall, at a minimum, provide the following in their written complaint:

- The name of the protesting Vendor, its mailing address and phone number, and the name of the individual responsible for submission of the protest;
- The solicitation document name and number and reference to WSDOT as the issuing agency ;
- Specific and complete statement of WSDOT's action(s) that is the subject of the complaint;
- Specific reference to the basis for the complaint; and
- Description of the relief or corrective action requested.

#### **1.3 WSDOT REVIEW PROCESS**

Upon receipt of a complaint, the Solicitation Coordinator or his or her designee will consider all the facts available and respond in writing prior to the deadline for bid submissions. The complaint response and any changes to the solicitation arising from the complaint shall be posted on WEBS as an amendment to the solicitation.

The Solicitation Coordinator's response to the complaint is final and not subject to administrative appeal. A copy of this response will be sent to the Secretary's Office or designee.

Issues raised in a complaint may not be raised again during the protest period.

## **2.0 PROTESTS**

This protest procedure is available to Vendors who submitted a Response to this solicitation and have requested and attended a debriefing conference. Protests must be made to WSDOT after the Apparently Successful Vendor (ASV) has been announced. To be considered, Vendor protests must be received, in writing, by WSDOT within five (5) Business Days after the Vendor debriefing conference.

## 2.1 GROUNDS FOR PROTEST

Protests may be made on only these grounds:

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

Protests not based on these criteria will not be considered

## 2.2 PROCEDURE FOR PROTEST

A Vendor must file a written protest with WSDOT within five (5) Business Days after their debriefing conference. WSDOT will immediately notify Department of Enterprise Services (DES) of receipt of the protest. WSDOT will also postpone further steps in the acquisition process until the protest has been resolved.

A protest shall be in writing, shall contain the facts and arguments upon which the protest is based, and shall be signed by a person authorized to bind the Vendor to a contractual relationship. At a minimum, the protest shall include the following information:

- The name of the protesting Vendor, its mailing address and phone number, and the name of the individual responsible for submission of the protest.
- The solicitation document name and number and reference to WSDOT as the issuing agency.
- Specific and complete statement of WSDOT's action(s) being protested.
- Specific reference to the grounds for the protest.
- Description of the relief or corrective action requested.

Protests shall be addressed to:

Director, Maintenance and Operations  
Washington State Department of Transportation  
310 Maple Park Ave Se  
Olympia, WA 98501

The Vendor shall also forward a copy to the WSDOT Solicitation Administrator at the same time the protest is sent to the Director, Maintenance and Operations.

## 2.3 WSDOT REVIEW PROCESS

Upon receipt of a protest, a protest review will be held by WSDOT. WSDOT will postpone signing Contracts with ASVs until the Vendor protest has been resolved. 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 WSDOT. All available facts will be considered, and the director of the department responsible for administration of the Contract, or his/her delegate will issue a decision within five Business Days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay within five Business Days of receipt of the protest.

#### 2.4 WSDOT DETERMINATION

The final determination shall:

- Find the protest lacking in merit and uphold the agency's action;
- Find only technical or harmless errors in the agency's acquisition process conduct, determine the agency to be in substantial compliance, and reject the protest;
- Find merit in the protest and provide the agency with options that may include:
  - Correct errors and reevaluate all proposals; or
  - Reissue the solicitation document; or
  - Make other findings and determine other courses of action as appropriate.
- Not require the agency to award a Contract to the protesting party or any other Vendor, regardless of the outcome.
  - The determination of WSDOT is final and no further administrative appeals are available.

**APPENDIX D**  
**PRICE QUOTATION PER COUNTY**

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

## APPENDIX E

### RESPONSE CHECKLIST

In order to be considered responsive, Vendors must include in the required binders and on a CD, at a minimum, the following components in their RFQQ Response. Failure to include or properly document any of the following requirements may be grounds for disqualification.

#### General:

Vendor must properly respond to each question/requirement contained in Sections 4, 5, & 6 as per Sections 3.1 *Response Contents*, 3.2 *Number of Response Copies Required*, and 3.3 *Response Presentation, and Format*.

Each Response must include the submitting Vendor's name as the first word of the subject line.

Required documents. Formats and file naming conventions required for CD:

- Vendor's signed Letter of Submittal (Subsection 4.1).  
*Preferred Format: MS Word or PDF. File naming convention: VendorName\_LOS.doc. or VendorName\_LOS.pdf.* Expectation: One (1) file, labeled with the proper naming convention.
- Vendor's signed and completed *Certifications and Assurances* (Appendix A).  
*Preferred Format: MS Word or PDF. File naming convention: VendorName\_CA.doc. or VendorName\_CA.pdf.* Expectation: One (1) file, labeled with the proper naming convention.
- Vendor Management Qualifications (Subsection 5.1)  
*Preferred Format: MS Word. File naming convention: VendorName\_MGMT.doc.*  
Expectation: One (1) file, labeled with the proper naming convention.
- Vendor Client References (Subsection 5.2, Appendix F)  
*Preferred Format: MS Word. File naming convention: reference e.g. "VendorName\_CR.doc", as applicable.*  
Expectation: Two (2) files, labeled with the proper naming convention.
- Project Experience (Subsection 5.4)  
*Preferred Format: MS Word. File naming convention: VendorName\_Project.doc.*  
Expectation: One (1) file, labeled with the proper naming convention.
- Price Quotation (Subsection 6.4, Appendix D)  
*Required Format: MS Excel. File naming convention: VendorName\_COUNTY#PRICE.xls.*  
Expectation: 1 file which includes a Price Quotation for **each County** the Vendor is responding, labeled as set forth above. In the contents of this file, Vendors must observe the following:
  - Enter the Vendor's name as indicated

- Do not enter “N/A” or anything else for any County for which you are not responding.
- Do not add any shading or other special formatting to any of the cells, columns or rows of the spreadsheet. Do not make any changes to the spreadsheet template provided other than to enter your proposed rates.
- Do not include any exceptions, comments or special notations in this document. Any information of this nature must be included in Vendor’s Letter of Submittal and, as applicable, as part of Vendor’s Certifications and Assurances document as described in Section 2.14 of this RFQQ. Any exceptions to the Proposed Contract (Appendix B) should be attached as a separate file. See below.

Include the following, as applicable:

- Vendor’s exceptions and/or proposed revisions to the proposed *Contract* (Appendix B)

***Required Format:*** MS Word, with all exceptions and/or proposed revisions shown using the “Track Changes” feature of Word and the proposed Contract as the baseline document. File naming convention:

***VendorName\_EXCEPTIONS.doc***

A Vendor who is responding in a single County will include a *minimum* of seven (7) files in their Response as outlined herein (not including contract). If a Vendor is responding in more than one County, the Vendor will include one additional file (Appendix D) for each additional County in their Response.

## APPENDIX F

### CLIENT REFERENCE FORM

Name of Vendor for whom reference is given:					
Your organization's (Client) business name:					
Client Contact name and title:					
Client Contact Telephone number:					
Client Contact E-Mail address:					
<b>General Information:</b>					
<ul style="list-style-type: none"> <li>Briefly describe the type of products and/or services provided by your organization:</li> </ul>					
<ul style="list-style-type: none"> <li>Briefly describe the IT professional Services work your organization has received from the Vendor:</li> </ul>					
<p><b>PLEASE RATE THE VENDOR FOR ALL OF THE FOLLOWING 10 ITEMS USING THE 0-5 SCALE BELOW (Check only one box per item):</b></p>					
<b>Unsatisfactory (0)</b>	<b>Marginal (1)</b>	<b>Below Average (2)</b>	<b>Average (3)</b>	<b>Above Average (4)</b>	<b>Exceptional (5)</b>
<b>1. Ability to communicate clearly &amp; effectively</b>					
<input type="checkbox"/> 0	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5
<i>Comments:</i>					
<b>2. Responsiveness to contractual issues</b>					
<input type="checkbox"/> 0	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5
<i>Comments:</i>					
<b>3. Ability to resolve problems</b>					
<input type="checkbox"/> 0	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5
<i>Comments:</i>					
<b>4. Competency of staff</b>					
<input type="checkbox"/> 0	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5

<i>Comments:</i>					
<b>5. Reliability of Services</b>					
<input type="checkbox"/> 0	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5
<i>Comments:</i>					
<b>6. Quality of Services provided</b>					
<input type="checkbox"/> 0	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5
<i>Comments:</i>					
<b>7. Response Time</b>					
<input type="checkbox"/> 0	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5
<i>Comments:</i>					
<b>8. Quality of Invoicing (including responsiveness to resolving invoicing issues)</b>					
<input type="checkbox"/> 0	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5
<i>Comments:</i>					
<b>9. Ability to meet project deadlines</b>					
<input type="checkbox"/> 0	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5
<i>Comments:</i>					
<b>10. Overall satisfaction with Vendor</b>					
<input type="checkbox"/> 0	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5
<i>Comments:</i>					
Any other information that you would like to share about the Vendor:					
<b>Client Contact Signature &amp; Date</b>					

By signing this form, Vendor acknowledges and gives WSDOT permission to contact the Reference listed above at WSDOT's convenience.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**APPENDIX G**  
**Minority and Women's Business Enterprises (MWBE)**  
**Participation Form**

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, (360) 753-9693.

In accordance with WAC 326-30-046, WSDOT 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

## **APPENDIX H**

### **“List of Washington State Counties”**

1. ■Adams County
2. ■Asotin County
3. ■Benton County
4. ■Chelan County
5. ■Clallam County
6. ■Clark County
7. ■Columbia County
8. ■Cowlitz County
9. ■Douglas County
10. ■Ferry County
11. ■Franklin County
12. ■Garfield County (Palouse Economic Development Council)
13. ■Grant County
14. ■Grays Harbor County
15. ■Island County
16. ■Jefferson County
17. ■King County
18. ■Kitsap County
19. ■Kittitas County
20. ■Klickitat County
21. ■Lewis County
22. ■Lincoln County
23. ■Mason County
24. ■Okanogan County
25. ■Pacific County
26. ■Pend Oreille County
27. ■Pierce County
28. ■San Juan County
29. ■Skagit County
30. ■Skamania County
31. ■Snohomish County
32. ■Spokane County
33. ■Stevens County
34. ■Thurston County
35. ■Wahkiakum County
36. ■Walla Walla County
37. ■Whatcom County
38. ■Whitman County
39. ■Yakima County

Appendix I-Fuel Site Locations

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