



State of Washington
DEPARTMENT OF SOCIAL AND HEALTH SERVICES
Central Purchasing Unit
1115 Washington St. SE, • P.O. Box 45810 • Olympia, Washington 98504-5810

REQUEST FOR QUOTE (RFQ)

Requisition Number
PR2423619

Title
**Two-Way Radio System at Maple
Lane**

Bid Due Date
April 30, 2025

Purchasing Coordinator: Chelsea Petrino
Email: chelsea.petrino@dshs.wa.gov

I. ANNOUNCEMENT AND SPECIAL INFORMATION

Bidders are required to read and understand all information contained within this entire quote package.

DSHS is requiring a mandatory site visit to ensure accurate bidding to be held at Maple Lane School on April 2 at 11am. See section V.2. Mandatory Bidder Site Visit on page 5 for details.

The Department of Social & Health Services (DSHS) reserves the right to reject bids that propose alternate or additional terms and conditions or in formats other than this document.

Upon the release of this RFQ, all parties must direct all communications concerning this RFQ to the Purchasing Coordinator listed above. **DSHS may disqualify any Bidder who communicates to anyone besides the Purchasing Coordinator.**

DSHS considers all oral communication unofficial and non-binding on DSHS. Bidders should rely only on written statements issued by the Purchasing Coordinator.

BIDDERS MUST SUBMIT BIDS VIA EMAIL DIRECTLY TO THE PURCHASING COORDINATOR LISTED ABOVE
PLEASE NOTE: EMAIL SUBMISSIONS SHOULD HAVE PR2423619 – TWO-WAY RADIO SYSTEM AT MAPLE LANE IN THE SUBJECT LINE.

II. AUXILIARY AIDS AND SERVICES

DSHS will provide access to this RFQ document to individuals with disabilities. Please contact the Purchasing Coordinator to request auxiliary aid and services for this RFQ.

If an individual believes that the department has discriminated on the basis of a disability, please contact the DSHS Investigations Unit (IU) for the Nondiscrimination Policy Brochure and complaint process. The brochure can be found at <https://www.dshs.wa.gov/sites/default/files/publications/documents/22-171.pdf>.

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IV. SOLICITATION OVERVIEW

1. PURPOSE OF RFQ

The purpose of this RFQ is to supply two-way radios and infrastructure including installation and support services for Maple Lane. Some coordination might need to be done as there is currently an existing radio system at Maple Lane that will stay operational until the new system is brought online.

The current radio system is going to be disassembled and moved to another DSHS facility by a DES contracted vendor. Removal of the existing system will not happen until after the installation of the new radio system to minimize interruption of radio services for the Maple Lane Facility.

2. BIDDER INFORMATION

Bidder further offers to furnish materials, equipment or services in compliance with all terms, conditions, and specifications herein including all amendments. Submitting this document constitutes complete understanding and compliance with the terms and conditions and certifies that all necessary facilities and personnel are available and established at the time of bid submittal.

The Apparent Successful Bidder (ASB) will be expected to enter into a contract which is substantially the same as the sample purchase order and its standard terms and conditions attached as Exhibit A. In no event is a Bidder to submit its own standard contract terms and conditions in response to this solicitation.

Prior to award of a contract, Bidder may be required to register with the [Statewide Payee Desk](#).

_____ (Company Name)	_____ (Typed Name)
_____ (Address)	_____ (Title)
_____ (City) (State) (Zip)	_____ (Phone and Fax Numbers.)
_____ (Federal Tax Identification Number) DO NOT PROVIDE SOCIAL SECURITY NUMBER	_____ Email

A. Washington state procurement priorities & preferences.

Dept. of Social and Health Services (DSHS) will apply the following Washington State procurement priorities and preferences (Exhibit B) to this Competitive Solicitation **must be returned** with your bid submittal to receive a bid preference:

Pursuant to RCW 39.26.160(3) (best value criteria) and consistent with various Washington State statute(s) and Executive Order(s), DSHS will evaluate bids and provide bid preferences in the amounts detailed in the Exhibit B - Bidder Certifications to the evaluation total to any bidder who certifies and meets these requested preferences.

Pursuant to RCW 39.26.010 (16,17,22) bidders may complete and return Exhibit C, Small Business Self-Cert Form to qualify for any preference as noted in Section V., 8., D. Determination of the Lowest Responsive and Responsible Bidder. Evaluation totals may be adjusted up to 10% for this preference.

3. PURCHASE CARD ACCEPTANCE

DSHS is committed to utilizing the Washington State Purchase Card for vendor payments. This process allows for expedited payment for goods and services received.

Purchasing (Credit) Cards accepted: Yes No

(Washington State Purchasing card is VISA) If yes, please list cards accepted:

Visa Master Card American Express Discover Other _____

V. TIMELINE

1. RFQ SCHEDULE

The RFQ Schedule outlines the tentative schedule for important action dates and times. All dates after the Bidder Quotes Due date are approximate and may be adjusted as conditions dictate. It is the Bidder’s sole responsibility to periodically check WEBS at <https://fortress.wa.gov/ga/webs/> for RFQ amendments.

RFQ Schedule	
Action Item	Date & Time (Pacific Time Zone)
1. Pre-Solicitation Outreach emailed with summary of solicitation and invite to Pre-Bid Conference.	February 12, 2025
2. DSHS Posts RFQ on WEBS https://fortress.wa.gov/ga/webs/	March 20, 2025
3. RSVP for MANDATORY Bidder Site Visit by contacting the Purchasing Coordinator , no later than	March 27, 2025 11:00am
4. MANDATORY Bidder Site Visit or Bidder Conference at: 20413 Old HWY 9 SW Centralia, WA 98531	April 2, 2025 11:00am
5. Bidders must RSVP for a Mandatory Bidder Site Visit. If DSHS receives no RSVPs, DSHS will cancel the Mandatory Site Visit scheduled for April 2, 2025, via a Webs Amendment.	
6. Bidder Written Questions must be submitted no later than	April 11, 2025 11:00am
7. DSHS Responds to Bidder(s) Written Questions https://fortress.wa.gov/ga/webs/	April 16, 2025 11:00am
8. Bidder Complaints must be submitted no later than	April 23, 2025 11:00am
9. Bidder Electronic (Emailed) Quotes must be submitted no later than	April 30, 2025 11:00am
10. DSHS Evaluates Proposals	May 7, 2025
11. DSHS Announcement of Apparent Successful Bidder via email.	May 9, 2025
12. Bidder Request for Debriefing Conference must be submitted no later than	May 16, 2025 11:00am
13. Bidder Debriefing Conferences (as necessary)	May 20, 2025

RFQ Schedule	
Action Item	Date & Time (Pacific Time Zone)
14.	Bidder Protest must be submitted no later than May 28, 2025
15.	After contract negotiations, DSHS anticipates issuing a WEBS “Notice of Award” and Purchase Order (PO) between;* May 19, 2025 Through June 11, 2025

* Date dependent on post announcement actions.

2. MANDATORY BIDDER SITE VISIT

In order to bid on this RFQ, bidders **must** attend a Mandatory Site Visit scheduled at the date and time specified in the RFQ Schedule (Section V.1), to be eligible to submit a Bid in response to this RFQ and to better acquaint Bidders with the required services. The site visit should take no more than two hours. For driving directions, you can click on the following link:

[20413 Old Hwy 9 SW - Google Maps](https://www.google.com/maps/place/20413+Old+Hwy+9+SW,+Centralia,+WA+98531/@46.7915717,-123.0252318,755m/data=!3m1!1e3!4m6!3m5!1s0x549163db402d1653:0x544ff1b6f09cc368!8m2!3d46.7915717!4d-123.0252318!16s%2Fg%2F11132k5fv2?entry=tту&g_ep=EgoyMDI1MDMxMi4wIKXMDS0ASAFAw%3D%3D)

https://www.google.com/maps/place/20413+Old+Hwy+9+SW,+Centralia,+WA+98531/@46.7915717,-123.0252318,755m/data=!3m1!1e3!4m6!3m5!1s0x549163db402d1653:0x544ff1b6f09cc368!8m2!3d46.7915717!4d-123.0252318!16s%2Fg%2F11132k5fv2?entry=tту&g_ep=EgoyMDI1MDMxMi4wIKXMDS0ASAFAw%3D%3D

The site is secure, please park and meet at the control gate. The point of contact on site is Kenneth Merrell.

DSHS shall include any Bidder questions and the answers to those questions that arise from the site visit in an Amendment to this RFQ and post to WEBS on or about the date and time specified in the RFQ Schedule (Section V.1). REMINDER: Upon release of this RFQ, all parties must direct all communications concerning this RFQ to the Purchasing Coordinator listed above. **DSHS may disqualify any Bidder who communicates to anyone besides the Purchasing Coordinator.**

Site Visit Contact:

Kenneth Merrell
20413 Old HWY 9 SW
Centralia, WA 98531

3. QUESTIONS AND ANSWERS

Bidders may e-mail written questions to the Purchasing Coordinator until the date and time specified in the RFQ Schedule (Section V.1). Early submission of questions is encouraged. DSHS shall post Questions and Answers at <https://fortress.wa.gov/ga/webs/> as an RFQ amendment on or about the date and time specified in the RFQ Schedule (Section V.1).

DSHS considers all oral communication unofficial and non-binding on DSHS. Bidders should rely only on written statements issued by the Purchasing Coordinator.

4. BIDDER COMPLAINTS

If Bidders have concerns with the RFQ requirements in one of the areas below, Bidders may submit those to the DSHS Purchasing Coordinator through the Bidder Complaint process:

- The RFQ unnecessarily restricts competition; or
- The RFQ evaluation/scoring process is unfair or flawed; or
- The RFQ requirements are inadequate or insufficient so that a response is difficult to prepare.

Bidders cannot raise the same complaint during the protest period.

Bidders must submit a complaint in writing to the Purchasing Coordinator before the “Bidder Complaints” due date set forth in the RFQ Schedule (Section V.1). Bidders must clearly state the basis for their complaint and propose a remedy.

DSHS shall respond to all complaints in writing and post responses on WEBS. DSHS, at its sole discretion, may modify the RFQ based on the Bidder’s complaint. The DSHS decision is final. No further administrative appeal shall be available.

5. QUOTE SUBMITTALS

Bidders must complete all sections in the Product Specifications (Section VI.), e-mail bid quotes by the date and time specified in the RFQ Schedule (Section V.1). Bidders are responsible for allowing sufficient time to ensure timely receipt by the Purchasing Coordinator. DSHS shall consider all Bidder e-mails and files received after the bid due date and time as a late bid. Bidders assume all risk for the method of delivery.

All submitted bids must include the following documents:

- a. This RFQ document with all fields completed,
- b. A reviewed and signed Exhibit B, Bidder Certifications,
- c. A reviewed and signed Exhibit D, Contractor Inclusion Plan.

Prices quoted are to include all equipment, materials, delivery/shipping (FOB Destination), and labor charges (if applicable). There will be no additional charges allowed. The prices listed below are to be all inclusive of expenses related to this bid.

6. WITHDRAWAL OF BIDS

After a Bid has been submitted, Bidders may withdraw a Bid from consideration at any time up to the Bid due date and time specified in the RFQ Schedule (Section V.1). A Bidder must submit to the Purchasing Coordinator a written request signed by an authorized representative of the Bidder. After withdrawing a previously submitted Bid from consideration, the Bidder may submit another Bid at any time up to the Bid due date and time.

7. EVALUATION & NOTICE OF AWARD

Contract award shall be made to the lowest Responsive and Responsible Bidder (the “Apparent Successful Bidder” or “ASB”) based on the evaluation and award criteria established herein and subject to consideration of all factors identified in RCW 39.26.160.

A. Determination of Responsibility

DSHS may make reasonable inquiry to determine the Responsibility of any bidder. DSHS requests for information shall be related to one or more of the following factors:

- The ability, capacity, and skill of the Bidder to perform the contract or provide the service required;
- The character, integrity, reputation, judgment, experience, and efficiency of the Bidder;
- Whether the Bidder can perform the contract within the time specified;
- The quality of performance of previous contracts or services;
- The previous and existing compliance by the Bidder with laws relating to the contract or services; and
- Such other information as may be secured having a bearing on the decision to award the contract.

DSHS may, in its sole discretion, consider Bidder’s failure to respond to any request for information as sufficient to deem Bidder nonresponsive.

B. Evaluation for Washington State Competitive Solicitation Preferences

Pursuant to RCW 39.26.160(3) (best value criteria) and consistent with various Washington State statute(s) and Executive Order(s), DSHS will evaluate bids and provide bid preferences in the amounts detailed in the Exhibit B - Bidder Certifications to the evaluation total to any bidder who certifies, pursuant to the Exhibit B - Bidder Certifications, for any firm meets the requested preferences.

C. Minor Irregularities

DSHS may waive minor administrative irregularities related to any Bid.

D. Determination of the Lowest Responsive and Responsible Bidder

DSHS shall award the lowest cost Responsible and Responsive bidder subject to the preferences provided by law.

DSHS reserves the right to award the contract to the Bidder whose proposal is deemed to be in the best interest of DSHS and the state of Washington.

Small and Veteran-owned business preference will be included in the evaluation of bids/proposals, no minimum level of status participation shall be required as a condition for receiving an award and bids/proposals will not be rejected or considered non-responsive on that basis.

E. Instate Preference Reciprocity

Pursuant to RCW 39.26.271, the Department of Enterprise Services has established a schedule of penalties applicable against bidders from states that grant a preference to their own in-state businesses. The schedule may be found at the following website: <http://des.wa.gov/services/ContractingPurchasing/Pages/ReciprocalPreference.aspx>.

In determining the lowest Responsible bidder, DSHS will add an amount equal to the penalty to each applicable bid submitted. In no event shall such increase be paid to a bidder whose bid is accepted.

F. DSHS Rights Reserved

Pursuant to RCW 39.26.160(1) (a), after bids that are submitted in response to this RFQ are reviewed, DSHS may:

- Reject all bids and rebid or cancel the RFQ;
- Request best and final offers from Responsive and Responsible bidders; or
- Award the purchase or contract to the lowest Responsive and Responsible bidder.

Pursuant to RCW 39.26.160(1) (b), DSHS may award one or more contracts from this RFQ.

DSHS may choose to award this RFQ on an "all or nothing" basis or to accept any portion of the items bid, excluding others; whichever is in the best interest of DSHS.

G. Notices

No rejection notice will be sent to unsuccessful Bidders. Bidders whose bids are determined to be non-responsive will be rejected and will be notified of the reasons for such rejection.

DSHS shall not give Award results over the phone. DSHS shall make scoring and evaluation information available once the Apparent Successful Bidder is notified. Scoring and evaluation materials can be obtained through the Purchasing coordinator by written request.

8. BIDDER DEBRIEFING CONFERENCES

After DSHS announces the ASB, all Bidders may request a debriefing conference by submitting an e-mail request to the Purchasing Coordinator. Bidders must submit all requests by the date and time specified in the RFQ Schedule (Section V.1). DSHS will hold Debriefing Conferences on the date and time specified in the RFQ Schedule (Section V.1). At DSHS's option, DSHS may conduct a Debriefing Conference either in person or by telephone and are limited to a maximum of one hour in length. Discussion at the debriefing conference will be limited to the scoring and/or placement of the Bidder. The conference shall not include a comparison of other bids.

Failure to request and participate in a Debriefing Conference waives the Bidder's right to Protest.

9. BIDDER PROTESTS

Bidders may submit a Protest, as described below. A Protest is the sole administrative remedy available to Bidders. In order to submit a protest, a Bidder must have submitted a Quote for this RFQ and must have fulfilled all other prerequisites to filing a Protest contained elsewhere in the RFQ document.

A Bidder may only Protest based on the following 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 RFQ.

A. Protest Form, Content, and Submittal

Bidders must submit a Protest in writing, signed by a person authorized to bind the Bidder to a contractual relationship.

Bidders must email their Protest to the Purchasing Coordinator by the date and time stated in the RFQ Schedule (Section V.1).

At a minimum, a Bidder's Protest must include:

- The Bidder's name, mailing address, phone number, and the contact person's name;
- The RFQ number and title;
- The grounds for the Protest, along with the facts supporting the grounds;
- Description of the relief or corrective action requested.

Bidders must attach any documentation they want DSHS to consider in making the determination of the Protest.

B. DSHS Protest Determination

DSHS will send the Bidder a written decision within five (5) business days after DSHS receives the Protest, unless more time is required to review the Protest and make a determination. DSHS will notify the protesting Bidder if additional time is necessary.

DSHS will make a final determination of the Protest and will either determine to deny the Protest or consider the Protest to be warranted. The Protest shall be considered warranted only if the protested grounds influenced the outcome of the RFQ to the detriment of the Bidder.

If the Protest is warranted, DSHS will take one or more of the following actions:

- Correct any errors and re-evaluate all Quotes affected by the errors;
- Cancel the solicitation and reissue the RFQ document;
- Take such other action as may be appropriate.

10. ISSUING PURCHASE ORDER

DSHS will issue a purchase order to the ASB after all applicable deadlines for debriefing conferences and protests run, all requested debriefing conferences are held, and all determinations on all protests are made.

Any and all Purchase Orders issued as a result of this Request for Quote will incorporate all terms and conditions included in Exhibit B - Bidder Certifications.

VI. PRODUCT SPECIFICATIONS

1. DELIVERY

Supplier guarantees delivery F.O.B. destination Delivery within _____ (contractor to fill in) days after receipt of order.

Delivery time is of the essence and may be a factor in making an award.

The vendor is responsible for accurate and successful delivery of all goods or services listed on this Purchase Order prior to June 30, 2025. DSHS may cancel this Purchase Order without any obligation if goods or services are not received by June 30, 2025.

Purchaser/Ship to Location:

Dept. of Social & Health Services

Behavioral Health Admin, Maple Lane
Campus

20413 Old HWY 9 SW

Centralia, WA 98531

2. SPECIFICATIONS AND PRICING

- a. Maximum budgeted consideration for this solicitation is \$505,000 excluding sales tax.

MUST BE COMPLETED AND SUBMITTED

Req. Item	Description	Qty	Unit	Unit Price	Total Price
1.	New MOTOTRBO SLR 5700 Repeaters 5-Channel Trunked Repeater System Brand/Model: Motorola MOTOTRBO	5	Each	\$	\$
2.	Capacity Plus New System Deployments Brand/Model: Motorola MOTOTRBO	5	Each	\$	\$
3.	Associated Infrastructure and Hardware Misc parts for installation of items 1 and 2	1	Lot	\$	\$
4.	System installation	1	Job	\$	\$
5.	MOTOTRBO R7 UHF Subscribers (Keypad and Screen Model) (Includes Battery, Belt clip, Antenna and Charger)	175	Each	\$	\$
6.	Code plug build	1	Job	\$	\$
7.	Subscriber programing	1	Job	\$	\$

8.	<p>5-Year Preferred Maintenance Plan (PM) with Remote Monitoring or equivalent</p> <ul style="list-style-type: none"> • Bidder will provide licensed, and system certified technical labor coverage for the maintenance, service, and fault isolation of the 5-Channel Repeater System; and • Bidder will provide necessary labor (to include travel costs) testing, fault diagnosis, and returning the system to baseline operations upon depot level or OEM repairs; and • Bidder One Annual Repeater System PM will be performed during the one (5) year agreement period; and • The PM program is designed to ensure the operability and functionality of the radio repeater system infrastructure with the portable subscribers. Likewise, it will identify any deficiencies requiring OEM repairs. Detailed testing (System Diagnostics, Antenna & Cable System Inspection, Power Output Levels, Frequency Accuracy, Alarm/Error Log Checks, and IP Connectivity) per the manufacturer's requirements will be conducted, documented, and maintained by the bidder; and • PM will also include firmware and software updates issued by the OEM, if applicable and stable; and • Bidder will schedule the annual PM Service routines during standard business hours (Monday thru Friday; 8am -5pm) with the customer based on their operational requirements and mitigate service interruptions; and 	1	Each	\$	\$	
9.	<p>PRIORITY SCHEDULING & ON-SITE RESPONSE TIME</p> <p><u>Priority Level 1</u></p> <ul style="list-style-type: none"> • Major System Failure • 33% of system down or inoperable • 33% of site channels down or inoperable • Site environmental alarms (smoke, power failure, fire) <p>Response time will be 2 hours or less, Monday thru Friday 8am-5pm</p> <p><u>Priority Level 2</u></p> <ul style="list-style-type: none"> • Limited system impairment • Intermittent problems that are causing partial outages or inoperability <p>Response time will be 4 hours or less, Monday thru Friday 8am-5pm</p> <p><u>Priority Level 3</u></p> <ul style="list-style-type: none"> • Parts questions • Preventative maintenance • Upgrades • Non-emergency maintenance and repair requests <p>Response time will be within 24 hours, Monday thru Friday 8am-5pm</p>	1	Each	\$	\$	
* Prompt payment discount of 20 days or greater and percentage, if available.					Days	%

Evaluation Total (before sales tax and prompt payment discount)	\$
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3. **ALTERNATIVE SPECIFICATIONS CHECKLIST**

MUST BE COMPLETED AND SUBMITTED WITH QUOTE

Item	Description (Title)	Check If as Specified	Describe Fully If Not as Specified Alternate specifications may be grounds for bid rejection
1.	New MOTOTRBO SLR 5700 Repeaters or equivalent 5-Channel Trunked Repeater System Brand/Model: Motorola MOTOTRBO	<input type="checkbox"/>	
2.	Capacity Plus New System Deployments or equivalent Brand/Model: Motorola MOTOTRBO	<input type="checkbox"/>	
3.	Associated Infrastructure and Hardware or equivalent Misc parts for installation of items 1 and 2	<input type="checkbox"/>	
4.	System installation	<input type="checkbox"/>	
5.	MOTOTRBO R7 UHF Subscribers (Keypad and Screen Model) (Includes Battery, Belt clip, Antenna and Charger) or equivalent	<input type="checkbox"/>	
6.	Code plug build	<input type="checkbox"/>	
7.	Subscriber programing	<input type="checkbox"/>	
8.	5-Year Preferred Maintenance Plan (PM) with Remote Monitoring or equivalent <ul style="list-style-type: none"> • Bidder will provide licensed, and system certified technical labor coverage for the maintenance, service, and fault isolation of the 5-Channel Repeater System; and • Bidder will provide necessary labor (to include travel costs) testing, fault diagnosis, and returning the system to baseline operations upon depot level or OEM repairs; and • Bidder One Annual Repeater System PM will be performed during the one (5) year agreement period; and • The PM program is designed to ensure the operability and functionality of the radio repeater system infrastructure with the portable subscribers. Likewise, it will identify any deficiencies requiring OEM repairs. Detailed testing (System Diagnostics, Antenna & Cable 	<input type="checkbox"/>	

	<p>System Inspection, Power Output Levels, Frequency Accuracy, Alarm/Error Log Checks, and IP Connectivity) per the manufacturer's requirements will be conducted, documented, and maintained by the bidder; and</p> <ul style="list-style-type: none"> • PM will also include firmware and software updates issued by the OEM, if applicable and stable; and • Bidder will schedule the annual PM Service routines during standard business hours (Monday thru Friday; 8am -5pm) with the customer based on their operational requirements and mitigate service interruptions; and 		
9.	<p>PRIORITY SCHEDULING & ON-SITE RESPONSE TIME</p> <p><u>Priority Level 1</u></p> <ul style="list-style-type: none"> • Major System Failure • 33% of system down or inoperable • 33% of site channels down or inoperable • Site environmental alarms (smoke, power failure, fire) <p>Response time will be 2 hours or less, Monday thru Friday 8am-5pm</p> <p><u>Priority Level 2</u></p> <ul style="list-style-type: none"> • Limited system impairment • Intermittent problems that are causing partial outages or inoperability <p>Response time will be 4 hours or less, Monday thru Friday 8am-5pm</p> <p><u>Priority Level 3</u></p> <ul style="list-style-type: none"> • Parts questions • Preventative maintenance • Upgrades • Non-emergency maintenance and repair requests <p>Response time will be within 24 hours, Monday thru Friday 8am-5pm</p>	<input type="checkbox"/>	

4. QUALITY STANDARDS

Specifications that include a brand/trade name are only intended to establish a standard of quality against which other brands will be evaluated. Product and service specifications contained in this solicitation are intended solely to clearly describe type, quality, performance and use, and are not intended to be restrictive. So as not to misrepresent the requirements of this solicitation, brand/trade references other than those specified will be considered on the basis of whether products and services bid are at least equal to the quality, performance and use of the standard of quality identified in the solicitation.

Bidder shall submit complete documentation with bid sufficient to establish all products and services bid are at least equal in quality, performance and use to the standard of quality identified in the solicitation. Failure to do so may result in rejection of the bid as being non-responsive.

By submitting bid, bidder expressly warrants all products and services bid are at least equal in quality, performance and use to the standard of quality identified in the solicitation. Any bid containing a brand that is not of equal quality, performance and use to the standard of quality identified in the solicitation shall be rejected as non-responsive.

VII. GENERAL PROVISIONS

1. MINORITY & WOMEN'S BUSINESS ENTERPRISES (MWBE)

In accordance with the legislative findings and policies set forth in RCW 39.19, the State of Washington encourages participation in all of its contracts by Minority & Women's Business Enterprises (MWBE) firms either self-identified or certified by the Office of Minority & Women's Business Enterprises (OMWBE). While the State does not give preferential treatment, it does seek equitable representation from the minority and women's business community.

Participation by MWBE contractors may be either on a direct basis in response to this RFQ or as a subcontractor to a contractor. However, no preference will be given in the evaluation of Bids, no minimum level of MWBE participation shall be required, and Bids will not be evaluated, rejected or considered non-responsive on that basis.

Bidders may contact the Office of Minority & Women's Business Enterprises (OMWBE) at <https://omwbe.wa.gov/> to obtain information on certified firms for potential sub-contracting arrangements or for information on how to become certified.

Nothing in this section is intended to prevent or discourage participation from non MWBE firms, as well as MWBE firms.

2. NONDISCRIMINATION

By submitting a bid, the Bidder certifies that it complies with all federal and state nondiscrimination laws, regulations and policies, including, but not limited to, and as amended, Titles VI and VII of the Civil Rights Act of 1964; Sections 503 and 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act (ADA); Executive Order 11246; the Health Insurance Portability and Accountability Act of 1996 (HIPAA); the Age Discrimination in Employment Act of 1967, the Age Discrimination Act of 1975, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, and Chapter 49.60 of the Revised Code of Washington, Washington's Law Against Discrimination. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to this solicitation and required by law to be so incorporated.

Nondiscrimination Requirement. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.

Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).

In the event of the Bidder's non-compliance or refusal to comply with any nondiscrimination law, regulation, or policy, the Bidder's bid may be deemed nonresponsive and any contract with the Bidder entered into as a result of this solicitation may be rescinded, canceled or terminated in whole or in part, and the Bidder may be declared ineligible for future contracts with the DSHS.

3. CONFLICT AND SEVERABILITY

Conflict: In the event of conflict between this RFQ and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this RFQ to afford the state maximum benefits.

Severability: Any provision of this RFQ found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the RFQ.

4. PERSONAL LIABILITY

It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of the State of Washington when executing their official duties in good faith, be in any way personally liable or responsible for any agreement herein contained whether expressed or implied, nor for any statement or representation made herein or in any connection with this agreement.

5. TAXES, FEES AND LICENSES

Taxes:

Where required by statute or regulation, the Contractor shall pay for and maintain in current status all taxes that are necessary for Contract performance. Unless otherwise indicated, the Purchaser agrees to pay State of Washington taxes on all applicable materials, supplies, services and/or equipment purchased. No charge by the Contractor shall be made for federal excise taxes and the Purchaser agrees to furnish Contractor with an exemption certificate where appropriate.

Collection of Retail Sales and Use Taxes:

In general, Contractors engaged in retail sales activities within the State of Washington are required to collect and remit sales tax to Department of Revenue (DOR). In general, out-of-state Contractors must collect and remit "use tax" to Department of Revenue if the activity carried on by the seller in the State of Washington is significantly associated with Contractor's ability to establish or maintain a market for its products in Washington State. Examples of such activity include where the Contractor either directly or by an agent or other representative:

1. Maintains an in-state office, distribution house, sales house, warehouse, service enterprise, or any other in-state place of business;
2. Maintains an in-state inventory or stock of goods for sale;
3. Regularly solicits orders from Purchasers located within the State of Washington via sales representatives entering the State of Washington;
4. Sends other staff into the State of Washington (e.g. product safety engineers, etc.) to interact with Purchasers in an attempt to establish or maintain market(s); or
5. Other factors identified in [WAC 458-20](#).

Department of Revenue Registration for Out-of-State Contractors:

Out-of-state Contractors meeting any of the above criteria must register and establish an account with the Department of Revenue. Refer to [WAC 458-20-193](#), and call the Department of Revenue at 800-647-7706 for additional information. When out-of-state Contractors are not required to collect and remit "use tax," Purchasers located in the State of Washington are responsible for paying this tax, if applicable, directly to the Department of Revenue.

6. BACKGROUND CHECKS

All employees, contractors, or subcontractors who provide services at DSHS facilities must pass a security background check to be cleared for access to a DSHS facility. After Notice of Award, Vendor shall provide personnel information of service technicians expected to be performing service under this contract. If substitute, uncleared technicians are used, Vendor shall submit required personnel information with adequate time for completion of a security background clearance, generally ten business days ahead of a scheduled site visit. For emergency requests, Vendor will maintain a ready pool of personnel who are cleared for access.

Vendor's employees or subcontractors who provide service at a DSHS facility may be required to attend a security briefing before working inside a facility for the first time. The briefing will cover tool control, key control, association with residents, staff escorts, use of cell phones, pagers, cameras, tobacco products, alcohol, weapons, ammunition, contraband management, vehicles and parking, searches, emergency procedures and other possible topics.

7. INSURANCE

The Contractor shall at all times comply with the following insurance requirements:

A. General Liability Insurance

The Contractor shall maintain Commercial General Liability Insurance, or Business Liability Insurance, including coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The policy shall include liability arising out of premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The State of Washington, Department of Social & Health Services (DSHS), its elected and appointed officials, agents, and employees of the state, shall be named as additional insured's.

In lieu of general liability insurance mentioned above, if the contractor is a sole proprietor with less than three contracts, the contractor may choose one of the following three general liability policies but only if attached to a professional liability policy, and if selected the policy shall be maintained for the life of the contract:

Supplemental Liability Insurance, including coverage for bodily injury and property damage that will cover the contractor wherever the service is performed with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The State of Washington, Department of Social & Health Services (DSHS), its elected and appointed officials, agents, and employees shall be named as additional insured's.

B. General

By requiring insurance, the State of Washington and DSHS do not represent that the coverage and limits specified will be adequate to protect the Contractor. Such coverage and limits shall not be construed to relieve the Contractor from liability in excess of the required coverage and limits and shall not limit the Contractor's liability under the indemnities and reimbursements granted to the State and DSHS in this Contract. All insurance provided in compliance with this Contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State.

8. PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

Proposals submitted in response to this competitive procurement shall become the property of DSHS and the proposals shall be deemed public records as defined by the Revised Code of Washington [RCW 42.56](#). Pursuant to [RCW 39.26.030](#), records related to state procurements are public records subject to disclosure to the extent provided in [RCW 42.56](#). All proposals and evaluations shall remain confidential until DSHS announces the Apparent Successful Bidder.

Any information in the proposal that the bidder desires to claim as proprietary and exempt from disclosure under the provisions of [RCW 42.56](#) must be clearly designated. The page and the particular exception from disclosure upon which the bidder is making the claim must be identified. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on the lower right hand corner of the page.

DSHS will consider a bidder's request for exemption from disclosure; however, DSHS will make a decision predicated upon [RCW 42.56](#). Marking the entire proposal exempt from disclosure will not be honored. The Consultant must be reasonable in designating information as confidential. If any information is marked as proprietary in the proposal, such information will not be made available until the affected proposer has been given an opportunity to seek a court injunction against the requested disclosure.

A charge will be made for copying and shipping, as outlined in [RCW 42.56](#). All requests for information should be directed to the Purchasing Coordinator.