



**STATE OF WASHINGTON
DEPARTMENT OF COMMERCE
OLYMPIA, WASHINGTON**

**REQUEST FOR QUALIFICATIONS AND QUOTATIONS
RFQQ NO. 22-36704-003**

NOTE: *If you download this RFQQ from the Department of Commerce website, you are responsible for sending your name, address, e-mail address, and telephone number to the RFQQ Coordinator in order for your organization to receive any RFQQ amendments or bidder questions/agency answers.*

PROJECT TITLE: Advancing Affordable Housing and Education Centers on Public Lands

RESPONSE DUE DATE: September 1, 2021

EXPECTED TIME PERIOD FOR CONTRACT: September 27, 2021 through June 30, 2023

CONSULTANT ELIGIBILITY: This procurement is open to those consultants which satisfy the minimum qualifications stated herein and that are available for work in Washington State.

CONTENTS OF THE REQUEST FOR QUALIFICATIONS AND QUOTATIONS:

- 1. Introduction**
- 2. General Information for Consultants**
- 3. Response Contents**
- 4. Evaluation and Award**
- 5. Exhibits**
 - A. Certifications and Assurances**
 - B. Diverse Business Inclusion Plan**
 - C. Workers' Rights Certification**
 - D. Service Contract with General Terms and Conditions**



TABLE OF CONTENTS

1. Introduction2

1.1 Purpose and Background3

1.2 Objective.....3

1.3 Minimum Qualifications3

1.4 Funding.....3

1.5 Period of Performance.....3

1.6 Definitions3

1.7 ADA4

2. General Information for Consultants5

2.1 RFQQ Coordinator5

2.2 Estimated Schedule of Procurement Activities5

2.3 Submission of Responses5

2.4 Proprietary Information/Public Disclosure6

2.5 Revisions to the RFQQ.....6

2.6 Diverse Business Inclusion Plan.....6

2.7 Acceptance Period7

2.8 Complaints7

2.9 Responsiveness.....7

2.10 Most Favorable Terms.....8

2.11 Contract and General Terms & Conditions.....8

2.12 Costs to Propose.....8

2.13 No Obligation to Contract8

2.14 Rejection of Responses.....8

2.15 Commitment of Funds8

2.16 Insurance Coverage8

3. Response Contents10

3.1 Letter of Submittal10

3.2 Qualifications Section.....10

3.2.1 Business Information11

3.2.2 Qualifications11

3.3 Quotations Section12

3.3.1 Identification of Costs12

3.3.2 Computation13

4. Evaluation and Contract Award14

4.1 Evaluation Procedure14

4.2 Clarification of Response.....14

4.3 Evaluation Weighting and Scoring14

4.4 Oral Presentations Required.....14

4.5 Notification to Proposers14

4.6 Debriefing of Unsuccessful Proposers14

4.7 Protest Procedure15

5. RFQQ Exhibits.....17

Exhibit A Certifications and Assurances

Exhibit B Diverse Business Inclusion Plan

Exhibit C Workers' Rights Certification

Exhibit D Sample Service Contract Format including General Terms and Conditions (GT&Cs)

1 INTRODUCTION

1.1 PURPOSE AND BACKGROUND

The purpose of this RFQQ is to contract with an organization with experience developing affordable housing and early education centers on public lands.

1.2 OBJECTIVE

The selected organization must use this funding to: (a) Implement strategies to accelerate development of affordable housing projects with space for early learning centers or community space on underutilized tax-exempt properties; (b) Analyze the suitability of properties for affordable housing, early learning centers, or community space through completing due diligence, conceptual design, and financial analysis activities; (c) Organize community partners and build capacity to develop these sites, as well as coordinate negotiations among partners and public owners; (d) Facilitate collaboration and co-development between affordable housing, early learning centers, or community space; and (e) Catalyze the redevelopment of at least 10 sites to create approximately 1,500 affordable homes.

COMMERCE will award one contract to a consultant who submits a Response as a result of this RFQQ.

1.3 MINIMUM QUALIFICATIONS

The Consultant must be licensed to do business in the state of Washington and have experience catalyzing early learning and affordable housing developments.

Responding organizations must meet the following other minimum qualifications:

1. Be a nonprofit organization;
2. Have an office located in Seattle

Bidders who do not meet these minimum qualifications will be rejected as non-responsive and will not receive further consideration. Any Response that is rejected as non-responsive will not be evaluated or scored.

1.4 FUNDING

Responses in excess of \$855,000 will be rejected as non-responsive and will not be evaluated. In the event additional funding becomes available, any contract awarded may be renegotiated to provide for additional related services.

Any contract(s) awarded as a result of this procurement is contingent upon the availability of funding.

1.5 PERIOD OF PERFORMANCE

The period of performance of any contract(s) resulting from this RFQQ is tentatively scheduled to begin on or about **September 27, 2021** and to end on **June 30, 2023**. COMMERCE reserves the option at its sole discretion to extend the contract for two additional one-year periods.

1.6 DEFINITIONS

Definitions for the purposes of this RFQQ include:

Apparently Successful Bidder (ASB). The Consultant(s) selected to enter into negotiations leading to a fully executed contract for the work described in this procurement document.

COMMERCE. The Department of Commerce is the agency of the state of Washington that is issuing this RFQQ.

Consultant. Individual, company, or firm submitting a Response in order to attain a contract with COMMERCE.

Contractor. Individual or company whose Response has been accepted by COMMERCE and is awarded a fully executed, written contract.

Request for Qualifications and Quotations (RFQQ). Formal procurement document in which needed services are identified and firms are invited to submit their qualifications via a written Response to provide the services and their hourly rates; this procurement document.

Response. A formal offer submitted in response to this solicitation.

1.7 ADA

COMMERCE complies with the Americans with Disabilities Act (ADA). Consultants may contact the RFQQ Coordinator to receive this Request for Qualifications and Quotations in Braille or on tape.

2 GENERAL INFORMATION FOR CONSULTANTS

2.1 RFQQ COORDINATOR

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

Name	Emily Grossman
Phone Number	206-256-6125
E-Mail Address	emily.grossman@commerce.wa.gov

Any other communication will be considered unofficial and non-binding on COMMERCE. Consultants 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 Consultant.*

2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Qualifications and Quotations	7/22/2021
Question & answer period	8/9/2021-8/13/2021
Answers issued no later than	8/18/2021
Responses due	9/1/2021
Evaluate responses	9/2/2021-9/13/2021
Conduct oral interviews with finalists, if required	9/13/2021
Announce "Apparent Successful Bidder" and send notification via e-mail to unsuccessful proposers	9/14/2021
Hold debriefing conferences (if requested)	9/16/2021
Negotiate contract	9/16/2021-9/23/2021
Begin contract work	9/27/2021

COMMERCE reserves the right to revise the above schedule.

2.3 SUBMISSION OF RESPONSES

The Response must be **received by the RFQQ Coordinator** no later than **3:00 PM**, Pacific Standard Time, in Olympia, Washington, on **September 1, 2021**.

Responses must be submitted electronically as an attachment to an e-mail to the RFQQ Coordinator, at the e-mail address listed in Section 2.1. Attachments to e-mail shall be in Microsoft Word format or PDF. Zipped files cannot be received by COMMERCE and cannot be used for submission of Responses. The cover submittal letter and the Certifications and Assurances form must have a scanned signature of the individual within the organization authorized to bind the Consultant to the offer. COMMERCE does not assume responsibility for problems with Consultant's e-mail. If COMMERCE email is not working, appropriate allowances will be made.

Responses may not be transmitted using facsimile transmission.

Consultants should allow sufficient time to ensure timely receipt of the Response by the RFQQ Coordinator. Late Responses will not be accepted and will be automatically disqualified from further consideration, unless COMMERCE e-mail is found to be at fault. All Responses and any accompanying documentation become the property of COMMERCE and will not be returned.

2.4 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

Responses submitted in response to this competitive procurement shall become the property of COMMERCE. All Responses received shall remain confidential until the Apparent Successful Bidder is announced; thereafter, the Responses shall be deemed public records as defined in Chapter 42.56 of the Revised Code of Washington (RCW).

Any information in the Response that the Consultant desires to claim as proprietary and exempt from disclosure under the provisions of Chapter 42.56 RCW, or other state or federal law that provides for the nondisclosure of your document, must be clearly designated. The information must be clearly identified and the particular exemption from disclosure upon which the Consultant is making the claim must be cited. Each page containing the information claimed to be exempt from disclosure must be clearly identified by the words "Proprietary Information" printed on the lower right hand corner of the page. Marking the entire Response exempt from disclosure or as Proprietary Information will not be honored.

If a public records request is made for the information that the Consultant has marked as "Proprietary Information" COMMERCE will notify the Consultant of the request and of the date that the records will be released to the requester unless the Consultant obtains a court order enjoining that disclosure. If the Consultant fails to obtain the court order enjoining disclosure, COMMERCE will release the requested information on the date specified. If a Consultant obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to Chapter 42.56 RCW, or other state or federal law that provides for nondisclosure, COMMERCE shall maintain the confidentiality of the Consultant's information per the court order.

A charge will be made for copying and shipping, as outlined in RCW 42.56. No fee shall be charged for inspection of contract files, but twenty-four (24) hours' notice to the RFQQ Coordinator is required. All requests for information should be directed to the RFQQ Coordinator.

2.5 REVISIONS TO THE RFQQ

In the event it becomes necessary to revise any part of this RFQQ, addenda will be provided via e-mail to all individuals who have made the RFQQ Coordinator aware of their interest. Addenda will also be published on Washington's Electronic Bid System (WEBS). The website can be located at <https://fortress.wa.gov/ga/webs/>. For this purpose, the published questions and answers and any other pertinent information shall be provided as an addendum to the RFQQ and will be placed on the website.

If you downloaded this RFQQ from the Agency website located at www.commerce.wa.gov, you are responsible for sending your name, e-mail address, and telephone number to the RFQQ Coordinator in order for your organization to receive any RFQQ addenda.

COMMERCE also reserves the right to cancel or to reissue the RFQQ in whole or in part, prior to execution of a contract.

2.6 DIVERSE BUSINESS INCLUSION PLAN

Responders will be required to submit a Diverse Business Inclusion Plan with their Response. In accordance with legislative findings and policies set forth in RCW 39.19, the state of Washington encourages participation in all contracts by firms certified by the office of Minority and Women's

Business Enterprises (OMWBE), set forth in RCW 43.60A.200 for firms certified by the Washington State Department of Veterans Affairs, and set forth in RCW 39.26.005 for firms that are Washington Small Businesses. Participation may be either on a direct basis or on a subcontractor basis. However, no preference on the basis of participation is included in the evaluation of Diverse Business Inclusion Plans submitted, and no minimum level of minority- and women-owned business enterprise (MWBE), Washington Small Business, or Washington State certified Veteran Business participation is required as a condition for receiving an award. Any affirmative action requirements set forth in any federal Governmental Rules included or referenced in the contract documents will apply.

COMMERCE has the following agency goals:

- 10% participation by Minority Owned Business
- 6% participation by Women Owned Business
- 5% participation by Veteran Owned Business
- 5% participation by Small Businesses

2.7 ACCEPTANCE PERIOD

Responses must provide 60 days for acceptance by COMMERCE from the due date for receipt of Responses.

2.8 COMPLAINT PROCESS

Vendors may submit a complaint to COMMERCE based on any of following:

- a) The solicitation unnecessarily restricts competition;
- b) The solicitation evaluation or scoring process is unfair; or
- c) The solicitation requirements are inadequate or insufficient to prepare a Response.

A complaint may be submitted to COMMERCE at any time prior to 5 days before the bid response deadline. The complaint must meet the following requirements:

- a) The complaint must be in writing;
- b) The complaint must be sent to the RFQQ coordinator in a timely manner;
- c) The complaint should clearly articulate the basis for the complaint; and
- d) The complaint should include a proposed remedy.

The RFQQ coordinator will respond to the complaint in writing. The response to the complaint and any changes to the solicitation will be posted on WEBS. The Director of COMMERCE will be notified of all complaints and will be provided a copy of COMMERCE'S response. The complaint may not be raised again during the protest period. COMMERCE'S action or inaction in response to the complaint will be final. There is no appeal process.

2.9 RESPONSIVENESS

All Responses will be reviewed by the RFQQ Coordinator to determine compliance with administrative requirements and instructions specified in this RFQQ. The Consultant is specifically notified that failure to comply with any part of the RFQQ may result in rejection of the Response as non-responsive.

COMMERCE reserves the right, at its sole discretion, to waive minor administrative irregularities.

2.10 MOST FAVORABLE TERMS

COMMERCE reserves the right to make an award without further discussion of the Response submitted. Therefore, the Response should be submitted initially on the most favorable terms which the Consultant can propose. COMMERCE does reserve the right to contact a Consultant for clarification of its Response.

The Consultant should be prepared to accept this RFQQ for incorporation into a contract resulting from this RFQQ. Contract negotiations may incorporate some, or all, of the Consultant's Response. It is understood that the Response will become a part of the official procurement file on this matter without obligation to COMMERCE.

2.11 CONTRACT AND GENERAL TERMS & CONDITIONS

The apparent successful bidder will be expected to enter into a contract which is substantially the same as the sample contract and its general terms and conditions attached as Exhibit C. In no event is a Consultant to submit its own standard contract terms and conditions in response to this solicitation. The Consultant may submit exceptions as allowed in the Certifications and Assurances section, Exhibit A to this solicitation. COMMERCE will review requested exceptions and accept or reject the same at its sole discretion.

It is anticipated the first deliverable under the contract will be a scoping plan, which will define the specific services to be provided by the CONTRACTOR based upon agreement between COMMERCE and the CONTRACTOR.

2.12 COSTS TO PROPOSE

COMMERCE will not be liable for any costs incurred by the Consultant in preparation of a Response submitted in response to this RFQQ, in conduct of a presentation, or any other activities related to responding to this RFQQ.

2.13 NO OBLIGATION TO CONTRACT

This RFQQ does not obligate the state of Washington or COMMERCE to contract for services specified herein.

2.14 REJECTION OF RESPONSES

COMMERCE reserves the right at its sole discretion to reject any and all Responses received without penalty and not to issue a contract as a result of this RFQQ.

2.15 COMMITMENT OF FUNDS

The Director of COMMERCE or the Director's delegate are the only individuals who may legally commit COMMERCE to the expenditures of funds for a contract resulting from this RFQQ. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

2.16 INSURANCE COVERAGE

The Contractor is to furnish COMMERCE with a certificate of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.

The Contractor shall, at Contractor's own expense, obtain and keep in force insurance coverage, which shall be maintained in full force and effect during the term of the contract. The Contractor shall furnish evidence in the form of a Certificate of Insurance that insurance shall be provided, and a copy shall be forwarded to COMMERCE within fifteen (15) days of the contract effective date.

Liability Insurance

Commercial General Liability Insurance (CGL): Contractor shall maintain general liability insurance and, if necessary, commercial umbrella insurance, with a limit of not less than \$1,000,000 per each occurrence. If CGL insurance contains aggregate limits, the general aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit. CGL insurance shall be written on ISO occurrence from CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability

assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insureds (cross liability) condition.

Additionally, the Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

Business Auto Policy: As applicable, the Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto." Business auto coverage shall be written on ISO form CA 00 01, 1990 or later edition, or substitute liability form providing equivalent coverage.

Employers Liability ("Stop Gap") Insurance

In addition, the Contractor shall buy employers liability insurance and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

Additional Provisions

Above insurance policy shall include the following provisions:

- **Additional Insured.** COMMERCE, its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrella and property insurance policies. 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.
- **Cancellation.** COMMERCE shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications. Insurers subject to 48.18 RCW (Admitted and Regulation by the Insurance Commissioner): The insurer shall give the state 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the state shall be given 10 days advance notice of cancellation. Insurers subject to 48.15 RCW (Surplus lines): The state shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the state shall be given 10 days advance notice of cancellation.
- **Identification.** Policy must reference the COMMERCE contract number and the agency name.
- **Insurance Carrier Rating.** All insurance and bonds should be issued by companies admitted to do business within the state of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by COMMERCE, the risk manager for the state of Washington, before the contract is accepted or work may begin. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.
- **Excess Coverage.** By requiring insurance herein, the state does not represent that coverage and limits will be adequate to protect Contractor, and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to the state in this contract.

Workers' Compensation Coverage

The Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The state will not be held responsive in any way for claims filed by the Contractor or their employees for services performed under the terms of this contract.

3 RESPONSE CONTENTS

Responses must be written in English and submitted electronically to the RFQQ Coordinator in the order noted below:

1. Letter of Submittal, including signed Certifications and Assurances (Exhibit A to this RFQQ)
2. Qualifications
3. Quotation
4. Diverse Business Inclusion Plan (Exhibit B to this RFQQ)
5. Workers' Rights Certification (Exhibit C to this RFQQ)

Responses must provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the Response, but should assist the Consultant in preparing a thorough response.

Items in this section marked "mandatory" must be included as part of the Response for the Response to be considered responsive, however, these items are not scored. Items marked "scored" are those that are awarded points as part of the evaluation conducted by the evaluation team.

3.1 LETTER OF SUBMITTAL (MANDATORY)

The Letter of Submittal and the attached Certifications and Assurances form (Exhibit A to this RFQQ) must be signed and dated by a person authorized to legally bind the Consultant to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include by attachment the following information about the Consultant and any proposed subcontractors:

1. Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom contract would be written.
2. Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.)
3. Legal status of the Consultant (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.
4. Federal Employer Tax Identification number, or Social Security number, **and** the Washington Uniform Business Identification (UBI) number issued by the state of Washington Department of Revenue. If the Consultant does not have a UBI number, the Consultant must submit a statement that it will become licensed in Washington within thirty (30) calendar days of being selected as the Apparently Successful Contractor.
5. Location of the facility from which the Consultant would operate.
6. Identify any state employees or former state employees employed or on the firm's governing board as of the date of the Response. Include their position and responsibilities within the Consultant's organization. If following a review of this information, it is determined by COMMERCE that a conflict of interest exists, the Consultant may be disqualified from further consideration for the award of a contract.

3.2 QUALIFICATIONS SECTION

The services to be provided under this project are as follows:

7. Implement strategies to accelerate development of affordable housing projects with space for early learning centers or community space on underutilized tax-exempt properties;

8. Analyze the suitability of properties for affordable housing, early learning centers, or community space through completing due diligence, conceptual design, and financial analysis activities;
9. Organize community partners and build capacity to develop these sites, as well as coordinate negotiations among partners and public owners;
10. Facilitate collaboration and co-development between affordable housing, early learning centers, or community space; and
11. Catalyze the redevelopment of at least 10 sites to create approximately 1,500 affordable homes

The qualifications section of the Response must contain information that will demonstrate to the evaluation committee the Consultant's understanding of the types of services proposed, the firm's ability to accomplish them, and the ability to meet tight timeframes.

The qualifications response is to be submitted in three sections as follows: 1) Business Information, 2) Experience and Staffing, and 3) Schedule. The optional fourth section would include proof of certification for minority and women-owned businesses participating on the project.

3.2.1 BUSINESS INFORMATION (MANDATORY)

1. State the name of the company, address, phone number, fax number, e-mail address, legal status of entity (ownership) and year entity was established as it now substantially exists.
2. Provide the firm's Federal Employer Tax Identification number or Social Security number and the Washington Uniform Business Identification (UBI) number issued by the state of Washington Department of Revenue.
3. Indicate how many employees are with the firm. Name the firm principles and their roles.
4. Identify any state employees or former state employees employed by the Consultant or on the Consultant's governing board as of the date of the Response. Include their position and responsibilities within the Consultant's organization. If following a review of this information, it is determined by COMMERCE that a conflict of interest exists, the Consultant may be disqualified from further consideration for the award of a contract.
5. If the Consultant's staff or subcontractor's staff was an employee of the state of Washington during the past 24 months, or is currently a Washington State employee, identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date.
6. If the Consultant has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the Consultant's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default.
7. Submit full details of the terms for default, including the other party's name, address, and phone number. Present the Consultant's position on the matter. COMMERCE will evaluate the facts and may, at its sole discretion, reject the Response on the grounds of the past experience. If no such termination for default has been experienced by the Consultant in the past five years, so indicate.

3.2.2 QUALIFICATIONS

1. EXPERIENCE (SCORED)

- A. Describe services provided by the Consultant that indicate the firm's ability to provide the services described in this RFQQ.

- B. Describe the firm's experience leading an initiative to advance affordable housing projects and education centers on public or tax-exempt land in Washington state, as well as catalyzing early learning and affordable housing developments.

2. STAFFING (SCORED)

- A. Provide a description of the proposed project team structure and internal controls to be used during the course of the project, including any subcontractors.
- B. Provide the name and a resume' of the person who will be the lead contact for the project. Provide names and resumes' for other staff, which includes information on the individual's particular skills related to this project, education, experience, significant accomplishments and any other pertinent information.
- C. List any sub-consultants you may want to include to complete your roster of services. Describe what services each would provide. Provide the information in Section 3.2.1 about each.

3. SCHEDULE (SCORED)

Describe the firm's ability to meet deadlines, especially on a short timeframe, and give examples of how past tight deadlines have been successfully met.

4. REFERENCE (MANDATORY)

List names, addresses, telephone numbers, fax numbers and e-mail addresses of three business references for whom work has been accomplished and briefly describe the type of service provided for them. By submitting a Response in response to this Work Request, the vendor and team members grant permission to COMMERCE to contact these references and others, who from COMMERCE'S perspective, may have pertinent information. COMMERCE may or may not, at COMMERCE'S discretion, contact references. Do not include current COMMERCE staff as references.

5. OMWBE CERTIFICATION (OPTIONAL AND NOT SCORED)

Include proof of certification issued by the Washington State Office of Minority and Women's Business Enterprises if certified minority-owned firm and/or women-owned firm(s) will be participating on this project.

3.3 QUOTATIONS SECTION

3.3.1 IDENTIFICATION OF COSTS (SCORED)

The Quotations section must list all hourly rates for services anticipated under the proposed contract. The hourly rates are to represent fully weighted costs. This includes the hourly rates of staff that would be assigned to the project, administrative costs, local travel costs, or any other applicable fees that would be charged under this contract.

Costs for subcontractors are to be broken out separately. Please note if any subcontractors are certified by the Washington State Office of Minority and Women's Business Enterprises.

Consultants are required to collect and pay Washington State taxes as applicable.

The evaluation process is designed to award this procurement not necessarily to the Consultant of least cost, but rather to the Consultant whose Response best meets the requirements of this RFQQ. Consultants are encouraged, however, to submit Responses which are consistent with state government efforts to conserve state resources.

3.3.2 COMPUTATION

The score for the cost Response will be computed by dividing the lowest average hourly rate received by the Consultant's average hourly rate. Then the resultant number will be multiplied by the maximum possible points for the cost section.

4 EVALUATION AND CONTRACT AWARD

4.1 EVALUATION PROCEDURE

Responsive Responses will be evaluated strictly in accordance with the requirements stated in this solicitation and any addenda issued. The evaluation of Responses shall be accomplished by an evaluation team to be designated by COMMERCE, which will determine the ranking of the Responses.

COMMERCE, at its sole discretion, may select the top-scoring firms as finalists for an oral presentation.

4.2 CLARIFICATION OF RESPONSE

The RFQQ Coordinator may contact the Consultant for clarification of any portion of the Consultant's Response.

4.3 EVALUATION AND SCORING

The following weighting and points will be assigned to the Response for evaluation purposes:

Qualifications Section – 60%	60 points
Firm Experience.....35 points (maximum)	
Staff Qualifications.....15 points (maximum)	
Schedule.....10 points (maximum)	
Quotation Section – 40%	<u>40 points</u>
Grand Total	<u>100 Points</u>

Additionally, those firms which certify they **do not** require their employees to sign an individual arbitration clause as a condition of employment will receive an extra 5% added to their score (see Attachment C).

4.4 ORAL PRESENTATIONS MAY BE REQUIRED

Oral presentations, if considered necessary by COMMERCE, may be utilized in selecting the winning Response. COMMERCE, at its sole discretion, may select the top-scoring firm(s) from the written evaluation for an oral presentation and contact the top-scoring firm(s) to schedule a date, time and location for an oral presentation. Commitments made by the Consultant at the oral interview, if any, will be considered binding.

If held, the oral presentation shall determine the apparently successful bidder.

4.5 NOTIFICATION TO PROPOSERS

Firms whose Responses have not been selected for further negotiation or award will be notified by e-mail.

4.6 DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. The request for a debriefing conference must be received by the RFQQ Coordinator within three (3) business days after the Notification of Unsuccessful Consultant notice is emailed to the Consultant. The debriefing must be scheduled within three (3) business days of the request.

Discussion will be limited to a critique of the requesting Consultant's Response. *Comparisons between Responses or evaluations of the other Responses will not be allowed.* Debriefing conferences may be conducted in person or by telephone and will be scheduled for a maximum of thirty (30) minutes.

4.7 PROTEST PROCEDURE

This procedure is available to Consultants who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the Consultant is allowed five (5) business days to file a protest of the acquisition with the RFQQ Coordinator. Protests may be submitted by facsimile, but should be followed by the original document.

Consultants protesting this procurement shall follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Consultants under this procurement.

All protests must be in writing and signed by the protesting party or an authorized agent. The protest must state the grounds for the protest with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included. All protests shall be addressed to the RFQQ Coordinator.

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination or conflict of interest on the part of the evaluator
- Errors in computing the score
- Non-compliance with procedures described in this procurement document or current COMMERCE policy

Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as: 1) An evaluator's professional judgment on or assessment of the quality of a Response, or 2) COMMERCE'S assessment of its own and/or other agencies' needs or requirements.

Upon receipt of a protest, a protest review will be held by the COMMERCE. The COMMERCE Director or an employee designated by the Director who was not involved in the procurement, will consider the record and all available facts and issue a decision within ten (10) business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may affect the interest of another Consultant that submitted a Response, such Consultant will be given an opportunity to submit its views and any relevant information on the protest to the RFQQ Coordinator.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold COMMERCE'S action, or
- Find only technical or harmless errors in COMMERCE'S acquisition process and determine COMMERCE to be in substantial compliance and reject the protest, or
- Find merit in the protest and provide COMMERCE options which may include:
 - Correct the errors and re-evaluate all Responses
 - Reissue the solicitation document and begin a new process
 - Make other findings and determine other courses of action as appropriate

If COMMERCE determines that the protest is without merit, COMMERCE will enter into a contract with the apparently successful bidder. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

5 RFQQ EXHIBITS

- Exhibit A Certifications and Assurances
- Exhibit B Diverse Business Inclusion Plan
- Exhibit C Workers' Rights Certification
- Exhibit D Service Contract Format including General Terms and Conditions (GT&Cs)

EXHIBIT A

CERTIFICATIONS AND ASSURANCES

1. 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):
2. I/we declare that all answers and statements made in the Response are true and correct.
3. The prices and/or cost 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.
4. The attached Response is a firm offer for a period of 60 days following receipt, and it may be accepted by COMMERCE without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
5. 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. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
6. I/we understand that COMMERCE will not reimburse me/us for any costs incurred in the preparation of this Response. All Responses become the property of COMMERCE, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this Response.
7. Unless otherwise required by law, the prices and/or cost data that have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Proposer or to any competitor.
8. 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.
9. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a Response for the purpose of restricting competition.
10. I/we grant COMMERCE the right to contact references and others, who may have pertinent information regarding the Proposer's prior experience and ability to perform the services contemplated in this procurement.
11. If any staff member(s) who will perform work on this contract has retired from the State of Washington under the provisions of the 2008 Early Retirement Factors legislation, his/her name(s) is noted on a separately attached page.

We (circle one) **are / are not** submitting proposed Contract exceptions. (See Section 2.12, Contract and General Terms and Conditions.) If Contract exceptions are being submitted, I/we have attached them to this form.

On behalf of the Consultant submitting this Response, my name below attests to the accuracy of the above statement. We are submitting a scanned signature on this form with our Response.

Signature of Proposer

Title

Date

EXHIBIT B

DIVERSE BUSINESS INCLUSION PLAN

Do you anticipate using, or is your firm, a State Certified Minority Business?	Y/N
Do you anticipate using, or is your firm, a State Certified Women's Business?	Y/N
Do you anticipate using, or is your firm, a State Certified Veteran Business?	Y/N
Do you anticipate using, or is your firm, a Washington State Small Business?	Y/N

If you answered No to all of the questions above, please explain:

Please list the approximate percentage of work to be accomplished by each group:

Minority	__%
Women	__%
Veteran	__%
Small Business	__%

Please identify the person in your organization to manage your Diverse Inclusion Plan responsibility.

Name: _____
Phone: _____
E-Mail: _____

**INSERT APPROPRIATE CONTRACT
TEMPLATE HERE**

Commented [CS(1)]: Once you have inserted the proper contract template, your procurement document is ready for review. Delete all comments and track changes to create the final draft and submit for internal review.

Contact CCO if you are not sure which template to include.