

State Of Washington

Washington State Patrol, Supply Section 8543 Armstrong Road SW, Tumwater, WA 98512

1. REQUEST FOR QUOTE (RFQ)

Bid Title/Contract: Night Vision Device

Quote Due Date: 03/01/2024 at 3:00PM PST Delivery: Required on or before 06/30/2024

Purchasing Coordinator: Stephen Tran

Email: Stephen.tran@wsp.wa.gov

PHYSICAL SHIPPING ADDRESS:

Washington State Patrol, Supply 8543 Armstrong RD SW Tumwater, WA 98512-7630

BILLING AND MAIL ADDRESS:

WSP Supply Section PO BOX: 42625 **OLYMPIA WA 98504**

ANNOUNCEMENT AND SPECIAL INFORMATION

Bidders are required to read and understand all information enclosed within this entire quote package. The Competitive Procurement Standards, which are referred to in this bid package are not automatically printed or sent out with this quote. By responding to this bidder agrees to read and understand WSP terms.

In support of the State's economic and environmental goals, we encourage you to consider the following elements in responding to our bids. These are not a factor of award (unless specified in this document):

- Using environmentally preferable products and products that exceed EPA guidelines
- Supporting a diverse supplier pool, including small, minority, and women-owned firms
- Featuring products made or grown in Washington.

Note to Bidders: This RFQ is available on the Washington Electronic Business Solution (WEBS) Procurement Website at WEBS (wa.gov). All addenda to the RFQ and Bidder questions/WSP answers will be posted only on WEBS. All interested Bidders must download this document and be registered in WEBS under the following commodity code in order to receive further notifications: Commodity Code 257-37, 625-80, 680-65

SCOPE 3

The Washington State Patrol (WSP) issues this solicitation under the authority of Chapter RCW 39.26, Procurement of Goods and Services, in order to purchase quantity six (6) Gen3 Dual Tube Night Vision Device L3 Unfilmed 2200+ FOM White Phosphor/Wilcox L4 G24, Black, no IPD Stop Kit, as further identified in Section 10. Quote Submittals, Quantities & Price List. The Apparently Successful Bidder must meet all requirements identified in this solicitation document.

The Procurement Coordinator is the sole point of contact for this procurement. All communication regarding this RFQ must be with the Procurement Coordinator, as follows:

Stephen Tran, Procurement Coordinator, Stephen.tran@wsp.wa.gov.

Any other communication will be considered unofficial and non-binding on WSP. Bidders are to rely only on written statements issued by the Procurement Coordinator. Communication directed to parties other than the Procurement Coordinator may result in disqualification of the Bidder.



4 BIDDER COMMUNICATION RESPONSIBILITIES

Bidders will be responsible for communicating to the Procurement Coordinator any issues, exceptions, additions or omissions concerning this Solicitation no later than two (2) business days before the due date. Failure to notify the Procurement Coordinator by the deadline may be considered by the Procurement Coordinator to be a waiver of the issue by the Bidder for protest purposes.

An explanation of any issues, with suggested alternative language should be submitted in writing to the Procurement Coordinator by the deadline. The Solicitation may continue if changes result, written amendments will be made by the Procurement Coordinator and provided by posting them on WEBS.

Any questions regarding the solicitation should be submitted to the Procurement Coordinator no later than 02/22/20243:00PM PST.

The Procurement Coordinator is not required to respond to questions beyond the question answer deadline indicated within the procurement timeline schedule and will likely remain unanswered.

EVALUATION AND AWARD CRITERIA: *Evaluation process is described below:*

Award (if any) shall be made to the highest scored responsive and responsible Bidder based on the evaluation and award criteria established herein and subject to consideration of all factors identified in RCW 39.26. The award announcement will be posted via WEBS. All Bidders responding to the solicitation will be notified of the award via WEBS notification. Subject to the provisions of RCW 39.26 and Chapter 200-300 WAC, the Procurement Coordinator reserves the right to: (1) Waive any informality; (2) Reject any or all Bids, or portions thereof; (3) Accept any portion of the items Bid unless the Bidder stipulates all or nothing in their Bid; (4) Cancel a Solicitation and re-solicit Bids; (5) Negotiate with the lowest Responsive and Responsible Bidder to determine if that Response can be improved for the Purchaser; (6) Award on an all or none consolidated basis taking into consideration "lifecycle costs"; and (7) Award in aggregate when in the best interest of the state.

a) Responsiveness

Bids will be reviewed by the Procurement Coordinator to determine responsiveness with Bid requirements.

The state reserves the right to determine at its sole discretion whether a Bid is sufficient to pass. However, if all responding Bidders fail to meet any single item, the Procurement Coordinator may reject all Bids and cancel the Solicitation, or waive the single item from the Solicitation's requirements for responsiveness. Responsive Bids will be further evaluated based on the requirements in this Solicitation.

b) Responsibility

Pursuant to RCW 39.26 in determining Bidder responsibility, the following elements shall be given consideration:

- 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;
- Such other information as may be secured having a bearing on the decision to award the Contract:

During Bid evaluation, the state reserves the right to make reasonable inquiry to determine the responsibility of any Bidder. Requests may include, but are not limited to, financial statements, credit ratings, references, record of past performance, clarification of Bidder's offer, and on-site inspection of Bidder's or Bidder's Subcontractor's facilities. Failure to respond to said request(s) may result in the Bid being rejected as non-responsive.



The State reserves the right to contact Bidders for clarification of Bid contents. To aid in the Bid evaluation process, after the Bid due date, the state may require individual Bidders to appear at a date, time and place determined by the Procurement Coordinator for the purpose of conducting discussions to determine whether both parties have a full and complete understanding of the nature and scope of contractual requirements. In no manner shall such action be construed as negotiations or an indication of the state's intention to award.

c) Technical Specifications

The Procurement Coordinator will review for compliance with minimum technical specification requirements for each item. This submittal is scored as pass/fail. Bids which do not meet specification requirements may be considered non-responsive and rejected.

d) References

The state reserves the right to use references to confirm satisfactory customer service, performance, satisfaction with service/product, knowledge of products/service/industry and timeliness; any negative or unsatisfactory response may be an adequate reason for rejecting a Bidder as non-responsible and unable to suit the needs of the state. The state reserves the right to waive the reference check. Bidders deemed non-responsible may be rejected.

e) Cost Evaluation

Each line item's Unit Price on the Price Sheet will be multiplied by its estimated quantity to calculate an extended price. The extended prices will be summed and subjected to any preferences and penalties required by law, rule, or Solicitation to form an evaluation total.

f) Award

The responsive and responsible bidder with the highest scored total will receive the award. The Procurement Coordinator intends to award no more than one contract/order on this opportunity. However, resulting total cost to the agency must not exceed its budget authority, which could result in no contract/order.

5 WASHINGTON STATE PROCUREMENT PRIORITIES & PREFERNCES

Washington State Patrol will apply the following Washington State procurement priorities and preferences to this Competitive Solicitation:

- 1. Procurement Preference for Executive Order 18-03 Supporting Workers' Rights to Effectively Address Workplace Violations (dated June 12, 2018). Washington State Patrol will provide a bid preference in the amount of five (5) percent to any bidder who certifies, pursuant to the Bidder Certification attached as Appendix B Bidders Certification that their firm does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waiver.
- 2. Statutory Preference for PCB-Free Products & Products-In-Packaging. Pursuant to RCW 39.26.280, Washington State Patrol is providing a bid preference for products in the amount of one (1) percent per product tested, to any bidder that provides products or products-in-packaging that do not contain Polychlorinated Biphenyls (PCBs), provided, however, there will be a maximum preference of five (5 percent across all products submitted for this preference. Bidders must make the certification on the certification form attached as Appendix C below.
- 3. Procurement Preference for Small Businesses. Washington State Patrol will provide a bid preference in the amount of five (5) percent to any bidder that documents its status as a Washington Small Business per RCW 39.26.010. Bidders who wish to document their small business status may do so in the designated boxes in Appendix B. A Washington Small Business; is an in-state business,



including a sole proprietorship, corporation, partnership, or other legal entity, that certifies on WEBS, under penalty of perjury, that it is owned and operated independently from all other businesses and has either a fifty or fewer employees; or a gross revenue of less than \$7 million annually as reported on its federal income tax return or its return filed with the Department of Revenue over the previous three consecutive years.

4. Procurement Preference for Veteran-Owned Businesses. Washington State Patrol will provide a bid preference in the amount of five (5) percent to any bidder who certifies, pursuant to the Bidder Certification Appendix B, that their firm is a certified Veteran-Owned business under RCW 43.60A.190, and identified as such on WEBS (which is confirmed by the Washington Department of Veterans' Affairs

SECTION 1 – Quotations Proposal	
Bidder Cost Proposal	80
Sub Total	80
SECTION 2– Washington State Procurement Priority & Preference	
Firms without Mandatory Individual Arbitration for Employees	5
PCB Certification	5
Small Business	5
Veteran owned business	5
Sub Total	20
Total Possible Points	100

5. The ASV will be the highest responsive and responsible small or veteran-owned bidder that best meets the Competitive Solicitation requirements and presents the best value to the state, including price and other factors as set forth in the solicitation. If there was no responsive and responsible bid from a small or veteran-owned business, the agency will determine the ASV, based on the most responsive and responsible bidder, from all other bids submitted.

6 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.

7 AUTHORIZED COMMUNICATION

Upon release of this solicitation, all Bidder communications concerning this solicitation must be directed to the Procurement Coordinator. Unauthorized contact regarding this solicitation with other state employees involved with the solicitation may result in disqualification. All oral communications will be considered unofficial and non-binding on the Procurement Coordinator. Bidders should rely only on written statements issued by the Procurement Coordinator.



8. OFFER SHEET AUTHORIZATION AND BIDDER CONTRACT SIGNATURE PAGE

Complete, sign (where required), and return the required submittals detailed in this section. Any Bid received without any one or more of the required submittals may be rejected for lack of responsiveness.

The authorized signatory below acknowledges having read and understood the entire solicitation and agrees to comply with the terms and conditions of the solicitation in submitting and fulfilling the offer made in its Quote and any subsequently awarded Contract/Purchase Order.

The signatory below represents that he/she has the authority to bind the entity named below to the Response submitted and any Contract/Purchase Order awarded as a result of this solicitation.

AUTHORIZED OFFER AND CONTRACT SIGNATURE PAGE

In submitting this Response, the Authorized Signatory below acknowledges having read and understood the entire Solicitation and agrees to comply with the terms and conditions of the Solicitation including

Certifications and Assurances. The Authorized Signatory also agrees to fulfill the offer made in this Response and any subsequently awarded Contract.

The Authorized Signatory below represents that he/she has the authority to bind the entity named below to the Response submitted and any Contract awarded as a result of this Solicitation.

Authorized Signature/Legal Notice Contact Information:

(Company Name)	(Typed Name)
(Address)	(Title)
(City) (State) (Zip)	(Phone and Fax Numbers.)
(Federal Tax Identification Number FIN#)	Email
Date of Submittal:	*Must Sign* Bidders Company Name

9. PROCUREMENT TIMELINE SCHEDULE

The dates listed below represent the projected procurement schedule. The Purchasing Activity reserves the right to change the schedule. Notification of amendments to the procurement schedule prior to bid opening, will be sent electronically to all properly registered users of the Department of Enterprise Services, Washington Electronic Business Solution (WEBS) who downloaded this Solicitation. WEBS (wa.gov)

Change to Procurement Schedule after Bid Opening may be communicated to all bidders reflecting changes.



Date	Schedule of Event: WSP reserves the right to revise the below schedule	
02/01/2024	Open Posted Solicitation Document (download from WEBS (wa.gov)	
02/22/2024	Bidder questions, comments and complaints submitted by 3:00 PM PST. (Questions,	
	comments and complaints should be submitted via email to the Procurement	
	Specialist handling this RFQ).	
02/27/2024	Answers, amendment's posted on WEBS on or before 3PM PST.	
03/01/2024	Responses Due / Bid close date 3:00PM PST	
03/05/2024	Evaluation begins	
03/07/2024	2024 Announcement of apparent successful Bidder, approximately TBD	
03/14/2024	Protest Period ends 5 business days after ASV announcedPurchase Order Issued to Awarded Bidder	

At all times during the term of the RFQ process and during the term of the ASB Contract, the Bidder shall comply with all applicable federal, state, and local laws and regulations, including but not limited to, nondiscrimination laws and regulations.

10 QUOTE SUBMITTALS

Manufacture:	SPECIFICATIONS Note: Equipment is brand specific – No substitutions or alternate will be allowed	Qty	Unit	Unit Price	Total Price
TNVC-TNVDTNVS- L3WP-BLK	TNV/DTNVS Gen3 Dual Tube Night Vision Device – L3 Unfilmed 2200+ FOM Whit Phosphor, Black. No IPD Stop Kit	6	EA		
	Wilcox L4 G24 Mount with Low Profile Breakaway Base, Color Tan	6	EA		
	FOB				
	lestination" designates the seller will pay shipping costs & for the goods until the buyer takes possession.	\$			
<u> </u>	Subtotal:	%			



WSP RFQ ST229920

Other Prompt Payment Discount:	Sales Tax	Days
http://dor.wa.gov/content/findtaxesandrates/salesandusetaxrates/lookupataxrate Sales tax/use tax is for informational purpose only & has no impact on award		\$
Grand Total:	\$_	

Statewide Bidder Payment Registration *Required

 No payment shall be made until the registration is complete *Payee form link https://www.ofm.wa.gov/it-systems/statewide-vendorpayee-services

Authorized Dealer *Required

•	Must be an Authorized Dealer and provide documentation affirming dealer authorization		
	☐ Bidder is an authorized dealer.☐ Bidder is NOT an authorized dealer.		

APPROVED EQUAL/SUBSTITUTION/ALTERNATIVE PRODUCT

Agency Requirements item(s) meet exact specifications in the procurement document. The contractor must provide a detailed analysis of the difference between the listed product and the proposed product.

To insure that sufficient information is available, the bidder must furnish as a part of his/her bid all descriptive material (such as cuts, illustrations, drawings or other information) necessary for bid. No substitutions will be accepted. Failure to provide documentation is grounds to reject the bid/offer or terminate the contract/purchase order. The evaluation of the "equal/substitution/alternative" products(s) will be made by WSP, whose decision is final.

ALL OR NOTHING

In the case of multiple items being requested on this solicitation, the Procurement Coordinator reserves the right to issue the resulting purchase order(s) based on an all or nothing or a multiple award basis. Product substitutions after the award has been made will not be accepted.

AMENDMENTS AND REVISIONS

WSP reserves the right to revise the Schedule or other portions of this RFQ at any time. WSP may correct errors in the solicitation document identified by WSP or a Bidder. Any changes or corrections will be by one or more written Amendment(s), dated, and posted with this solicitation document on WEBS https://fortress.wa.gov/ga/webs/

While the original solicitation may be posted in numerous locations, Amendments will only be posted in WEBS. Bidders are responsible for checking WEBS for changes and should do so frequently.

Changes identified after the Response Due Date & Time may not be available on the website. If the website is not available, WSP will send the Amendment to only the Bidders who submitted a Response.

If Bidders did not receive this RFQ via WEBS, please register with WEBS at the website above under one or more of the commodity codes listed on the title page of this RFQ in order to receive further notifications.



WSP will not be responsible for notifying Bidders of changes in any other manner. All changes must be authorized and issued in writing by the Procurement Coordinator. If there is any conflict between Amendments, or between an Amendment and the RFQ, whichever document was issued last in time shall be controlling.

BIDS SUBMITTED EMAILED

Please submit Bids via email directly to the Procurement Coordinator listed above. All email submissions must have the WSP RFQ ST229920 in the subject line. The Procurement Coordinator prefers the same file format(s) as the format(s) used to create the submittals (i.e. MS Word, Excel) unless written information is included as a part of the submittal, such as a signature. For submittals with written information or copies of other documents such as licenses, submit as a PDF.

BIDS SUBMITTED HARD COPY

When submitting a Bid by hard copy, the Procurement Coordinator prefers the same file format(s) as the format(s) used to create the submittals (i.e. MS Word, Excel) unless written information is included as a part of the submittal, such as a signature. For submittals with written information or copies of other documents such as licenses, submit as a PDF. In the event that a hard copy and an electronic copy do not agree, the hard copy will control.

DEALER MANUFACTURING AUTHORIZATION

The Bidder, if other than the manufacturer, shall provide upon request (this letter/request is at WSP's discretion) a current, dated and signed authorization from the manufacturer that the bidder is an authorized distributor, dealer or service representative and is authorized to sell the manufacturer's products. Failure to provide manufacturer's authorization upon request will result in bid rejection.

EXEMPTIONS

In the event requirements of the State Environmental Policy Act, as amended, or the Forest Practices Act, as amended, cannot be satisfied, the State reserves the right to cancel any and all of this project/order and shall not be held liable for expenses or inconveniences suffered by the contractor except for those already incurred, with mutual agreement.

FEDERAL DEBARMENT AND SUSPENSION {IF APPLICABLE}

Bidder certifies they are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily, excluded from participating in any contract by any Federal Department or Agency.

https://sam.gov/SAM/pages/public/searchRecords/search.jsf

INDEFINITE DELIVERY - INDEFINITE QUANTITY PURCHASES

There is no guarantee to the Bidder of any additional orders under the awarded bid, other than the initial purchase quantity in this RFQ. However, the contract will allow the placement of future purchase on an as needed basis



(referred to indefinite delivery; indefinite quantity orders) under the same terms & conditions as those established for the initial purchase quantity throughout the 5 year term of the contract.

LABELING

Individual shipping cartons shall be labeled with the name of the ordering agency, order number, contract number, contractor, state stock numbers, and where applicable, date of manufacture, batch number, storage requirements, conditions, and recommended shelf life. Bidders are encouraged to offer product packaging with recycled content.

MATERIALS AND WORKMANSHIP

The Contractor shall be required to furnish all materials, equipment and/or services necessary to perform contractual requirements. Materials and workmanship in the construction of equipment for this contract shall conform to all codes, regulations and requirements for such equipment, specifications contained herein, and the normal uses for which intended. Materials shall be manufactured in accordance with the best commercial practices and standards for this type of equipment.

PACKAGING

Specifications: Unless otherwise specified, goods are to be packaged in cartons meeting federal specifications and shipped on non-returnable pallets. Pallets shall not exceed 2,500 pounds in weight, 48 inches high and 6 feet wide.

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 be in any way personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement or representation made herein or in any connection with this agreement.

PRICING

Components: The pricing offered must include all cost components needed for the delivery of the goods and/or services except for any sales tax. All costs associated with the goods and/or services specified must be incorporated into the price of the Bid. Failure to identify all costs in a manner consistent with the instructions in this Solicitation is sufficient grounds for disqualification.

Contractor warrants that prices of materials, equipment, and services set forth herein do not exceed those charged by the Contractor to any other customer purchasing the same goods or services under similar conditions and in like or similar quantities.

PRODUCT

Contractor warrants that all materials, equipment and/or services provided under this contract shall be fit for the purpose(s) for which intended, for merchantability and shall conform to the requirements and specifications herein. Acceptance of any service and inspection incidental thereto by the state shall not alter or affect the obligations of the Contractor or the rights of the State.



PROTEST PROCEDURES

For details and process please see T&C embedded document(s). The contact will be the Property Management Division SPO Purchasing coordinator conducting this Bid. Please include specific Bid title reference with any material. If by mail please use the WSP mailing address/contact information located at the beginning of this document.

PURCHASE ORDERS

Bidder agrees to only accept purchase orders placed against this contract from the WSP Supply Section.

RIGHT TO CANCEL

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

SHIPPING TERMS

All bidders are required to bid FOB destination. The seller will pay shipping costs, and remain responsible for the goods until the buyer takes possession Failure to do so may be sufficient reason to find bid non-responsive. This information will be used in quote evaluation.

STANDARD PRODUCTION MODEL

Unit shall be new (unused) current standard production model and shall be completely prepared for customer delivery through service by a factory-franchised dealer prior to delivery. Each unit shall include all inspection coupons, certicards, or warranty identification cards furnished to the trade in general in accordance with standard warranty policy. All accessories as listed herein shall be identical to those regularly supplied to the dealer by the original equipment manufacturer, and shall be of the identical quality and design as those normally installed on units for sale through normal commercial channels. Units supplied shall have all the latest changes and features offered as standard whether called for in these specifications or not.

WARRANTIES AND REPAIRS

Warranty(s): Bidder will submit a copy of warranty as an attachment to bid and items delivered under this contract will also be accompanied by a copy of the warranty. Unless otherwise specified, full parts and labor warranty period shall be for a minimum period of one (1) year after receipt of materials or equipment by the Purchaser. All materials or equipment provided shall be new, unused, of the latest model or design and of recent manufacture.

The authorized signatory above acknowledges having read and understood the entire solicitation and agrees to comply with the terms and conditions of the solicitation in submitting and fulfilling the offer made in its Bid. By submitting this Bid, Bidder hereby offers to furnish materials, supplies, services and/or equipment in compliance with all terms, conditions and specifications contained in this solicitation.

In the event of conflict between contract terms and conditions and warranty submitted, to afford the state maximum benefits, the contract terms and conditions shall prevail.

WASHINGTON LEGISLATION/ FUNDING

This contract is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the Washington Legislature. Obligations of the State will cease immediately without penalty of further payment being required if the Washington State Legislature fails to appropriate or make available sufficient funds for this agreement.



APPENDIXES PAGES

The following Appendices are additional required information included in the Solicitation

APPENDIX A	APPENDIX B	APPENDIX C
STANDARD TERMS & CONDITIONS,	BIDDERS CERTIFICATION	PCB-FREE PRODUCTS
Instruction to Bidders, Definitions,		
PROTEST PROCEDURES		
Appendix A WSP Competitive Terms &	Appendix B.docx	Appendix C.docx
APPENDIX D EXAMPLE OF PURCHASE ORDER PO 229920.pdf		

RESOURCES

- Register for competitive RFP notices at the Washington Electronic Business Solution (WEBS) WEBS Registration.
 Note: There is no cost to register on WEBS.
- If you qualify as a Washington small business, identify yourself in WEBS. Call WEBS Customer Service at 360-902-7400.
- Contact the Washington State Office of Minority and Women's Business Enterprises about state and federal certification programs at Phone 866-208-1064 or OMWBE.
- Contact the **Washington State Department of Veterans' Affairs** about veteran-owned businesses certification at (360) 725-2169 or <u>DVA</u>.
- Contact the Washington Procurement Technical Assistance Center (PTAC) who has eight (8) centers across
 Washington State assisting small businesses with marketing to the government, solicitations, and other areas
 relating to the government. PTAC is dedicated to helping businesses navigate government contracting. Contact
 https://washingtonptac.org/ to locate your local counselor if you have any questions PTAC can advise you on
 how to properly.



CHECK LIST

This checklist is provided for Bidder's convenience only and identifies the documer submitted with each Response. Any Response received without any one or more condocuments may be rejected as being non-responsive.	
Section 3 Bidder information	
Section 4 Quote Submittal	
Authorized Offer and Contract Signature Page	
Dealer / Reseller Authorization	
Appendix A Standard Terms & Conditions	
Appendix B – Bidders Certification	
Appendix C – PCB Free Products & Packaging	