



**STATE OF WASHINGTON MILITARY DEPARTMENT
Construction & Facilities Management Office
REQUEST FOR QUOTE**

Solicitation Number	Solicitation Title	Quote Due Date and Time
RFQ24-002	TREADMILLS	September 7, 2023 at 4:30 PM (PST)

Procurement Coordinator: Alyssa Pearson

E-Mail: contracts.office@mil.wa.gov

Instructions for Bidders:

- Any questions concerning this solicitation are to be directed to the Procurement Coordinator
- Quotes must be received by the Procurement Coordinator on or before the Quote Due Date and Time to be considered responsive.
- Bidders are responsible for properly registering in the Washington's Electronic Business Solutions (WEBS) system, <https://fortress.wa.gov/ga/webs/> and downloading the solicitation document and all appendices and incorporated documents related to this solicitation. WEBS Registration Information is here: <https://des.wa.gov/services/contracting-purchasing/doing-business-state/websregistration-search-tips>.
- Check [WEBS](#) for any amendments.

How to Respond to This Bidding Opportunity:

- Only emailed quotes will be accepted in response to this Request for Quote (RFQ).
- Submit responses directly to the Procurement Coordinator at the e-mail listed above.
- Quote must contain a signature of a duly authorized officer or agent of the Bidder's company empowered with the right to bind the Bidder. Scanned signatures are acceptable.
- The subject line in the e-mail submission should read ***"Quote for RFQ24-002 – Treadmills"***

1. Announcement and Special Information:

Bidders are required to read, understand, and accept all information contained within this entire quotation package. By responding to this RFQ, the Bidder acknowledges that they have read and understand the entire competition, and accept all information contained in this solicitation document without modification.

If awarded, the issuance of a Purchase Order constitutes the Washington Military Department's (WMD) acceptance of your bid. Purchase Orders are transmitted in electronic form with no wet signature; this will be acceptable to and accepted by the awarded vendor. Purchase Orders are subject to the general Terms and Conditions for purchase orders located on the Military Department website at: <https://mil.wa.gov/contracts>. All requests for payment must reference the Purchase Order number.

In support of the State's diversity goals, we encourage bidders to consider supporting a diverse supplier pool, including small, veteran, minority, and women-owned firms, including certified diverse businesses. Diverse

businesses are defined as small business, microbusiness, mini-business, minority owned business (MBE), and women owned business (WBE), as defined in RCW 39.26.010 and veteran-owned businesses as defined in RCW 43.60A.010.

For transparency purposes, the awarded bid(s) and bid award documents will be posted on WMD's website after an award is made. Other bids will be made available upon request.

2. **Scope:** The purpose of this RFQ is to purchase thirty-three (33) Spirit CT800 (or equivalent) commercial-grade treadmills, in accordance with RCW 39.26.
3. **Background:** The WMD's Construction and Facilities Management Office (CFMO) is the proponent for facility furnishings, fixtures, and equipment procurement. Treadmills are integral to the physical fitness of Soldiers within the Washington Army National Guard. Due to heavy volume of use, commercial-grade treadmills are required.
4. **Delivery Time:** Delivery time is of the essence and may be a factor in making an award:
 - The units must be received at the below address on the earliest possible date after award.
 - Bidder is to identify the delivery lead-time after receipt of order (ARO) with quote.
5. **Ship to Location:**

WA Military Department
USPFO Warehouse
Building 32 Quartermaster Rd.
Camp Murray, WA 98430
6. **Special Terms and Conditions:**
 - a. **Bidder Questions:** Bidders are responsible for communicating to the Procurement Coordinator any issues, exceptions, additions, or omissions three (3) business days before the Quote Due Date and Time. Specific questions must be submitted via e-mail. The answer to any question given orally or via e-mail is considered tentative, unofficial, and non-binding on WMD. If bidder inquiries result in changes to the RFQ, written amendments to the RFQ will be issued and posted on WEBS.
 - b. **Bid Pricing:** With the exception of Washington state sales tax, all pricing, including but not limited to shipping, MUST be rolled into the Unit Price of the items identified herein. No other separate pricing will be allowed or honored. Quote prices must include all cost components needed for the delivery of the goods and/or services as described in this solicitation document. Failure to identify all costs in a manner consistent with the instructions in this solicitation is sufficient grounds for disqualification. The bid price will remain firm and fixed for sixty (60) days from the due date of this solicitation and may be accepted at any time within this time period.
 - c. **Freight Cost:** All quoted pricing is to be FOB Destination, freight prepaid and included, to the destination specified herein. Each bid line item is to include freight cost; there is no separate freight line.
 - d. **Request for Samples:** WMD reserves the right to ask for samples, competitive demonstrations, and/or descriptive literature at Bidder's expense. Samples or literature may be requested at any time after bid opening and prior to bid award. Failure to provide requested samples or literature within fifteen (15) calendar days after request, unless an extension is granted, will result in bid rejection.
 - e. **Dealer Authorization:** The Bidder, if other than the manufacturer, shall provide upon request 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 the manufacturer's authorization upon request may result in bid rejection.
 - f. **Warranty:** Bidder is to send a copy of the warranty with items delivered. Warranty shall be for full parts and labor, and the warranty period shall be for a minimum period of one (1) year after receipt of

materials or equipment by WMD. In the event of conflict between contract terms and conditions and the warranty submitted, to afford the State maximum benefits, the contract terms and conditions shall prevail. Installation and assembly by WMD shall not void the warranty.

- g. **Warranty Repair:** Bidder is to identify the manufacturer warranty repair facility. The Bidder, if successful, shall be liable for all costs associated with warranty repair(s), including, but not limited to, materials, parts, labor, and shipping due to failure of the equipment during the warranty period.
- h. **Materials and Workmanship:** The Bidder, if successful, shall be required to furnish all materials, equipment and/or services necessary to perform contractual requirements. All materials or equipment provided shall be new, unused, of the latest model or design, and of recent manufacture. 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.
- i. **Specifications:** Bidder is to complete the specification sheet and return it with bid. Failure to complete the specification sheet may be cause to find the quote non-responsive. All products and services delivered against the resulting order shall meet bid specifications identified herein. By submission of this bid, the Bidder certifies that all goods and services delivered against this contract will comply with the specifications identified herein. Any noted specification exceptions may be considered non-responsive at the sole discretion of WMD.
- j. **Standard of Quality:** Bidder is to identify if they are bidding the standard of quality or not. Bidder offering a product other than the manufacturer/brand and part number identified herein as the standard of quality shall submit descriptive literature with their quote. Descriptive literature shall clearly describe how the product bid is equal in quality, function, and performance to the product specified/described herein. WMD at its sole discretion will evaluate any product marked equal by the bidder and it must be approved by WMD. Bids without sufficient documentation to fully support equality may be considered non-responsive. WMD reserves the right to request additional information regarding standard of quality for bid evaluation purposes. Bidder's failure to provide descriptive literature within ten (10) calendar days after requested will result in bid rejection, unless an extension is requested by the Bidder and granted by WMD. WMD may accept or not accept exceptions to the standard of quality at its sole discretion.
- k. **Exceptions:** Any exceptions by the Bidder are to be communicated and accompanied with a proposed alternative said to meet or exceed minimum mandatory specification requirements and include supporting documentation. The Procurement Coordinator and CFMO will review any exceptions and supporting documentation in determining whether or not the proposed alternative will be acceptable. The decision as to whether or not the proposed alternative will be acceptable will be at the sole discretion of WMD. Otherwise, any bid that does not conform to the minimum mandatory specification will be deemed non-responsive and thus ineligible for award. Only those bidders who propose a solution that meets or exceed the minimum mandatory specifications will receive further consideration.
- l. **Changes:** Under no circumstances is a Bidder to submit their own standard contract terms and conditions as a Response to this solicitation. The terms and conditions of any other contract shall have no force or effect. WMD reserves the right to revise this competition at its sole discretion. All changes must be made by written amendment. If there is any conflict between amendments, or between an amendment and the competition, whichever document was issued last in time will be controlling. All changes must be authorized and issued in writing by the Procurement Coordinator.
- m. **Amendments:** Amendments will be posted on [WEBS](#), the Department of Enterprise Services' website for vendors, and will automatically become incorporated as part of this competition.

- n. **Clarification of Bid:** The Procurement Coordinator may contact individual bidders for the purpose of clarifying whether both parties have a full and complete understanding of the nature of the contractual requirements. In no matter shall such action be construed as negotiations or an indication of WMD's award intentions.
 - o. **Minimum Requirements:** WMD reserves the right to determine at its sole discretion whether a bidder's response to a RFQ requirement is sufficient to pass. However, if all bidders fail to meet any single RFQ requirement, WMD may reject all quotes and cancel the RFQ or waive the particular requirement from the RFQ's requirements for responsiveness.
 - p. **PCBs Avoidance:** Polychlorinated biphenyls, commonly known as PCBs, have adverse effects on human health and the environment. Accordingly, the State of Washington ([RCW 39.26.280](#)) through its procurements of goods is trying to minimize the purchase of products with PCBs and to encourage vendors to sell products and product packaging without use of PCBs.
 - q. **Mercury Free Purpose Statement:** Mercury has an adverse effect on human health and the environment. Accordingly, the State of Washington, through its procurements of goods, is trying to minimize the purchase of products with mercury and to incentivize vendors to sell products without mercury.
 - r. **Hydrofluorocarbons (HFCs) Purpose Statement:** Hydrofluorocarbons (HFCs) contribute to climate change and so have an adverse effect on human health and the environment. Accordingly, the State of Washington, through its procurements of goods, is trying to minimize the purchase of products that contain HFCs or contain HFCs with a comparatively low global warming potential and to incentivize its vendors to sell products without HFCs.
 - s. **Recycled Content Products Environmental Preference Purpose Statement:** Buying products made from recycled content creates markets for materials collected in residential & business recycling programs. Recycling does not work without end-markets. In addition, buying recycled products supports the development of green technologies, creates jobs and strengthens the local economy, and promotes and supports a more sustainable lifestyle. When manufacturers use recycled material vs. virgin materials to make new products, air and water pollution is reduced, natural resources are conserved, energy is saved, less water is used, and emissions of greenhouse gases that contribute to global climate change are reduced. Accordingly, the State of Washington through its procurements of goods is trying to maximize the purchase of products made from recycled content and to incentivize its vendors to sell products and products in packaging made with recycled content.
 - t. **Indefinite Delivery – Indefinite Quantity Purchases:** There is no guarantee to the Bidder of any orders under the awarded RFQ. However, for one year (365 days) from the original contract award date, the contract will allow the placement of future purchase orders on an as needed basis (also referred to indefinite delivery – indefinite quantity orders) under the same terms and conditions as those established for the initial purchase quantity throughout the term of the contract.
7. **Submittals:** Bidder is to return the Specification Sheets, Quote Price Sheet, Bidder Information and Signature Page, Certifications, and any descriptive literature as required.
8. **Complaint and Protest Requirements:** For complaints and protests concerning this solicitation, see **Attachment 4**, Complaint and Protest Requirements, regarding the grounds for, filing, and resolution of complaints and protests.
9. **Americans With Disabilities Act (ADA):** WMD complies with the ADA and related federal and state laws and regulations. To request ADA reasonable accommodations for public access and mobility for attending meetings, printed materials in a format for the hearing or visually impaired, or ADA parking please contact the Procurement Coordinator. Persons with impaired hearing may call Washington Relay Service at 711 and those with speech disability may call TTY at 877-833-6341.
10. **Wage Laws and Worker's Rights Certifications:**
Pursuant to legislative enactment in 2017, Bidder shall certify it has not willfully violated Washington's wage laws, Title 49 RCW. See RCW 39.26.160 (2) (f) for requirements.

Bidder must submit the completed certification for Wage Laws Certification form (**Attachment 1**) with their Bid.

Pursuant to the Washington State Governor’s Executive Order 18-03 (dated June 12, 2018), WMD is seeking to purchase from qualified entities and business owners who certify that their employees are not, as a condition of employment, subject to mandatory individual arbitration clauses and class or collective action waivers.

Bidder must submit the completed certification for Workers’ Rights Certification form (**Attachment 2**) with their Bid.

11. Contractor to Pay Prevailing Wages or Applicable Federal Wages:

The Bidder, if successful, shall pay the prevailing rate of wages to all workers, laborers, or mechanics employed in the performance of any part of the contracted work in accordance with RCW 39.12 and the rules and regulations of the Department of Labor and Industries (L&I). The schedule of prevailing wage rates for the locality or localities of the contracted work, is determined by the Industrial Statistician of the Department of Labor and Industries. It is the Bidder’s responsibility to verify the applicable prevailing wage rate. If applicable, the Bidder, if successful, shall comply with all Federal Funding requirements of the Davis Bacon Act.

12. Access to Camp Murray

The Bidder, if successful, and all associated sub-contractor’s employees, if any, shall provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office. The successful Bidder’s workforce must comply with all personal identity verification requirements as directed by the Department of Defense (DoD), Department of Army (DA), and the National Guard Bureau (NGB) and/or local policy.

In addition to the changes otherwise authorized by the changes clause of this RFQ, should the Force Protection Condition (FPCON) at any individual facility or installation change, the WMD may require changes in contractor security matters or processes.

13. Award:

Award will be made based on the lowest responsive and responsible bidder in accordance with RCW 39.26. WMD reserves the right to award on an All or Nothing consolidated basis taking into consideration reduction in administrative costs as well as unit bid prices.

WMD reserves the right to make an award without further discussion of the quote submitted; i.e., there will be no best and final offer request. The quote should be submitted on the most favorable terms that the Bidder intends to offer.

14. Minimum Specifications:

Bidder is to complete below form and return with quote:

<i>Item</i>	<i>Description of Feature</i>	<i>Check if As Specified with a Yes or No</i>	<i>Describe Fully If Not As Specified below or attached information</i>
A	Item Name: Treadmill Standard of Quality (SOQ): Spirit CT800 or approved equivalent (check the box) Mfg: Spirit Web page: www.spiritfitness.com	<input type="checkbox"/> Spirit CT800 <input type="checkbox"/> Equivalent <input type="checkbox"/> No	

Item	Description of Feature	Check if As Specified with a Yes or No	Describe Fully If Not As Specified below or attached information
	Performance Requirements		
1	Motor Horsepower – 4.0	Yes <input type="checkbox"/> No <input type="checkbox"/>	
2	Running Surface Dimensions – 22”w x 60”l	Yes <input type="checkbox"/> No <input type="checkbox"/>	
3	Contact Heart Rate Monitor – Yes	Yes <input type="checkbox"/> No <input type="checkbox"/>	
4	Voltage – 120AC / 60HZ	Yes <input type="checkbox"/> No <input type="checkbox"/>	
5	0.5 - 12 mph (0.1 mph increments) Speed Range	Yes <input type="checkbox"/> No <input type="checkbox"/>	
6	0 – 10+ (0.5 increments) Levels of Electronic Incline	Yes <input type="checkbox"/> No <input type="checkbox"/>	
7	Maintenance-free Deck (pre-lubricated)	Yes <input type="checkbox"/> No <input type="checkbox"/>	
8	Adjustable Fan	Yes <input type="checkbox"/> No <input type="checkbox"/>	
9	Bottle Holder and Cell Phone/Key Bin/Holder	Yes <input type="checkbox"/> No <input type="checkbox"/>	
10	LED Display (speed, incline, pace, distance, calories, time)	Yes <input type="checkbox"/> No <input type="checkbox"/>	
11	Selectable Fitness Programs (Manual, Hill, Fat burn, Cardio, etc.)	Yes <input type="checkbox"/> No <input type="checkbox"/>	
12	Minimum warranty of five (5) years	Yes <input type="checkbox"/> No <input type="checkbox"/>	

Price Commitment: YES , NO ; Bidder agrees to a one-year Indefinite Delivery-Indefinite Quantity price commitment as described in Invitation to Bid section 6.1. (check or circle your response).

15. Quote Price Sheet:

Bidder is to complete and return (Bidder is to bid all items and include all shipping and freight cost per line item to be responsive). Quantities are for cost evaluation purposes only and may not reflect actual quantities purchased under this RFQ.

Bidder Name:					
Item	Description	Qty	Unit	Unit Bid Price*	Total Extended Cost
A.	Item Name: Treadmill Refer to Minimum Specifications. Identify Product Bid: Mfg.: _____ Part/Model: _____	33	ea	\$	\$
Subtotal					\$
*Unit bid pricing includes all freight cost; palletizing, packaging, shipping charges, etc.					

Total Bid Cost (Minus any prompt payment discount)	\$
After Receipt of Order (ARO) Above Prices include Standard Delivery Time of:	_____ Days for Delivery

16. Bidder Information and Offer Signature:

Bidder acknowledges that the Bidder has read and understands all terms and conditions identified herein. Bidder offers to furnish materials, equipment, or services in compliance with all terms, conditions, and specifications herein, including all amendments.

Bidder agrees that that its submission of this document constitutes acceptance of this RFQ and any other instructions, terms and conditions, and competition amendments to this RFQ, including, if successful, the Terms and Conditions located on the Military Department website at: <https://mil.wa.gov/contracts>.

Bidder certifies that all-necessary facilities and personnel are available and established at the time of bid submittal.

This offer is executed by the person signing below, who warrants they have authority to execute the offer.

DO NOT FORGET A SIGNATURE

(Company Name)	(Signature) (Date)
(Address)	(Typed Name)
(City) (State) (Zip)	(Title)
(Federal Tax Identification Number) (Do not provide SSN)	(Phone Number)
WA State UBI no. (if available)	(E-mail)

The State reserves the right to withdrawal this solicitation, accept or reject any or all submittals in whole or in part, and to waive informalities.

The Washington State Military Department will not be liable for any costs incurred by the Bidder in preparation of a quote submitted in response to this RFQ, a presentation, or any other activities related to responding to this RFQ.

WAGE LAWS CERTIFICATION

Bidder is to complete the Wage Laws Certification form and return it with their bid submittals.

Pursuant to legislative enactment in 2017, Vendor shall certify it has not willfully violated Washington’s wage laws, Title 49 RCW. See [RCW 39.26.160 \(2\)\(f\)](#).

I hereby certify, on behalf of the firm identified below, as follows (check one):

NO VIOLATIONS OF WAGE LAWS. This firm has **NOT** been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in [RCW 49.48.082](#), any provision of RCW chapters [49.46](#), [49.48](#), or [49.52](#) within three (3) years prior to the date of the procurement solicitation, March 12, 2020.

OR

YES VIOLATIONS OF WAGE LAWS. This firm **has been** determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in [RCW 49.48.082](#), any provision of RCW chapters [49.46](#), [49.48](#), or [49.52](#) within three (3) years prior to the date of the procurement solicitation, March 12, 2020. Bidder is to provide explanation for consideration by Ecology. Bidder that marks this item may be considered not a “responsible” bidder per [RCW 39.26.160](#) and may not be considered for award.

I hereby certify, under penalty of perjury under the laws of the State of Washington, that the certifications herein are true and correct and that I am authorized to make these certifications on behalf of the firm listed below.

FIRM NAME:

Name of Vendor/Bidder – Print full legal entity name of firm

By: _____
Signature of authorized person

Print Name of person making certifications for firm

Title: _____
Title of person signing certificate

Place: _____

Date: _____

Print city and state where signed

Bidder is to return Wage Laws Certification with bid submittals

CONTRACTOR CERTIFICATION
EXECUTIVE ORDER 18-03 – WORKERS’ RIGHTS
WASHINGTON STATE GOODS & SERVICES CONTRACTS

Pursuant to the Washington State Governor’s Executive Order 18-03 (dated June 12, 2018), the Washington Military Department is seeking to contract with qualified entities and business owners who certify that their employees are not, as a condition of employment, subject to mandatory individual arbitration clauses and class or collective action waivers.

Solicitation No.: RFQ24-002

I hereby certify, on behalf of the firm identified below, as follows (check one):

NO MANDATORY INDIVIDUAL ARBITRATION CLAUSES AND CLASS OR COLLECTIVE ACTION WAIVERS FOR EMPLOYEES. This 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 waivers.

OR

MANDATORY INDIVIDUAL ARBITRATION CLAUSES AND CLASS OR COLLECTIVE ACTION WAIVERS FOR EMPLOYEES. This firm requires its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

I hereby certify, under penalty of perjury under the laws of the State of Washington, that the certifications herein are true and correct and that I am authorized to make these certifications on behalf of the firm listed herein.

FIRM NAME: _____
Name of Contractor/Bidder – Print full legal entity name of firm

By: _____
Signature of authorized person

Print Name of person making certifications for firm

Title: _____
Title of person signing certificate

Place: _____
Print city and state where signed

Date: _____

Bidder is to return Workers’ Rights Certification with bid submittals

COMPLAINT AND PROTEST REQUIREMENTS

This attachment details the applicable requirements for complaints and protests.

Complaints

This RFQ offers a complaint period for bidders wishing to voice objections to this solicitation. The complaint period ends five (5) business days before the proposal due date. The complaint period is an opportunity to voice objections, raise concerns, or suggest changes that were not addressed before the quote due date and time. Failure by the bidder to raise a complaint at this stage may waive its right for later consideration. The Washington Military Department (WMD) will consider all complaints but is not required to adopt a complaint, in part or full. If bidder complaints result in changes to the RFQ, written amendments will be issued and posted on WEBS.

§ Criteria for Complaint: A formal complaint may be based only on one or more of the following grounds: (a) The solicitation unnecessarily restricts competition; (b) The solicitation evaluation or scoring process is unfair or flawed; or (c) The solicitation requirements are inadequate or insufficient to prepare a response.

§ Initiating A Complaint: A complaint must: (a) Be submitted to and received by the Procurement Coordinator no less than five (5) business days prior to the deadline for quote submittal; (b) Be sent in writing via e-mail to the Procurement Coordinator at the e-mail address listed in this solicitation; (c) Clearly articulate the basis of the complaint; and (d) Include a proposed remedy.

§ Response: When a complaint is received, the Procurement Coordinator (or designee) will consider all the facts available and respond in writing (may use e-mail) prior to the deadline for quote submittals, unless more time is needed. The WMD is required to promptly post the response to a complaint on WEBS.

§ Response is Final: The Procurement Coordinator's response to the complaint is final and not subject to administrative appeal. Issues raised in a complaint may not be raised again during the protest period. Furthermore, any issue, exception, addition, or omission not brought to the attention of the Procurement Coordinator prior to proposal submittal may be deemed waived for protest purposes.

Debrief Conferences

A Debrief Conference is an opportunity for a bidder and the Procurement Coordinator to discuss the bidder's quote. A debrief is a required prerequisite for a bidder wishing to file a protest. Following the evaluation of the quotes, WMD will issue an announcement of the Apparent Successful bidder (ASB). That announcement may be made by any means, but WMD likely will use email to the Bidder's email address provided in the Bidder's Profile and all other bidders will be notified via WEBS. Bidders will have three (3) business days to request a Debrief Conference. Once a Debrief Conference is requested, WMD will offer the requesting bidder one (1) meeting opportunity and notify the Bidder of the Debrief Conference place, date, and time. WMD will not allow the debrief process to delay the award. Therefore, bidders should plan for contingencies and alternate representatives; bidders who are unwilling or unable to attend the Debrief Conference will lose the opportunity to protest.

§ Timing: A Debrief Conference may be requested by a bidder following announcement of the Apparent Successful Bidder.

§ Purpose of Debrief Conference: Any bidder who has submitted a timely proposal response may request a Debrief Conference.

§ A Debrief Conference provides an opportunity for the Bidder to meet with WMD to discuss its quote and evaluation.

§ Requesting a Debrief Conference: The request for a Debrief Conference must be made in writing via e-mail to the Procurement Coordinator and received within three (3) business days after the announcement of the Apparent Successful Bidder. Debrief conferences shall be conducted by telephone and may be limited by WMD to a specified period of time. The failure of a bidder to request a debrief within the specified time and attend a debrief conference constitutes a waiver of the right to submit a protest. Any issue, exception, addition, or omission not brought to the attention of the Procurement Coordinator before or during the debrief conference may be deemed waived for protest purposes.

Protests

Following a Debrief Conference, a bidder may protest the award of the contract.

§ Criteria for a Protest: A protest may be based only on one or more of the following: (a) Bias, discrimination, or conflict of interest on the part of an evaluator; (b) Error in computing evaluation scores; or (c) Non-compliance with any procedures described in the RFQ.

§ Initiating a Protest: Any bidder may protest an award to the Apparent Successful Bidder. A protest must: (a) Be submitted to and received by the Procurement Coordinator, within five (5) business days after the Bidder's Debriefing Conference; (b) Be in writing; (c) Include a specific and complete statement of facts forming the basis of the protest; and (d) Include a description of the relief or corrective action requested.

§ Protest Response: After reviewing the protest and available facts, WMD will issue a written response within ten (10) business days from receipt of the protest, unless additional time is needed.

§ Decision is Final: The protest decision is final and not subject to administrative appeal. If the protesting bidder does not accept WMD's protest response, the bidder may seek relief in Thurston County Superior Court.

Communication During Complaints, Debriefs, and Protests

All communications about this RFQ, including complaints, debriefs, and protests, must be addressed to the Procurement Coordinator unless otherwise directed.

§ Form, Substance, & Other: All complaints, requests for debrief, and protests must (a) Be in writing; (b) Be signed by the complaining or protesting bidder or an authorized agent, unless sent by email; (c) Be delivered within the time frame(s) outlined herein; (d) Identify the solicitation by WMD number; (e) Conspicuously state "Complaint," "Debrief" or "Protest" in any subject line of any correspondence or email; and (f) Be sent to the address identified in the table below.

§ Complaints & Protests: All complaints and protests must (a) State all facts and arguments on which the complaining or protesting bidder is relying as the basis for its action; and (b) Include any relevant documentation or other supporting evidence.

Format to submit a Complaint, Debrief, or Protest

Complaint Email:

To: Send to the Procurement Coordinator listed in this RFP.

Subject line must include "Complaint"

Debrief Conference Email:

To: Send to the Procurement Coordinator listed in this RFP.

Subject line must include "Debrief"

Protest Email:

To: Send to the procurement coordinator listed in this RFP.

Subject line must include "Protest"