

**Invitation to Bid SWR2504**

**HVAC Units Replacement**

The Washington State Department of Transportation (WSDOT) issues this Invitation to Bid (RFQ) under the authority of the Revised Code of Washington (RCW) Title 39. WSDOT reserves the right to modify dates and times. Any changes will be sent electronically as amendments to all users of Washington’s Electronic Business Solution (WEBS) who downloaded this RFQ.

Posting Date…………………………. Tuesday, February 4th, 2025

Bids are due Friday, February 21st, 2025 (No later than 2:00 PM PST)

Procurement Coordinator Eugene Onyango

 (360) 558-0417

 eugene.onyango@wsdot.wa.gov

Deliver bids to Washington State Department of Transportation

 Southwest Region

 4100 Main Street. Building 11

 Vancouver, WA 98663

 Attention: Eugene Onyango

IMPORTANT: Quotes may be via **email (preferred)** with **SWR2504** in the subject line or delivered in a sealed package with the following information on the outside:

* RFQ number
* Bid due date and time
* Procurement coordinator’s name
* Name and address of bidder’s company

|  |
| --- |
| The Procurement Coordinator is the SOLE POINT OF CONTACT for this solicitation. All communication between suppliers and WSDOT shall be with the Procurement Coordinator only.  |

# SUMMARY OF OPPORTUNITY

## Purpose of the RFQ

The purpose of this solicitation is to obtain quotes from qualified businesses to replace HVAC Units at a WSDOT office in Chehalis, WA at the following location:

**WSDOT Area 2**

**1411 Rush Road**

**Chehalis, WA 98532**

 **1.2 Base Bid**

The successful bidder shall provide all HVAC Units with the specified specifications outlined below:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Mark For | Qny | Model Number | Description |  |  |
| 3 TON | 2 | 48FEEA04A2A5-0A0A0 | WEATHERMAKER GAS/ELECTRIC ROOFTOP* Standard Packaging
* 208/230-3-60
* Medium Gas Heat
* 3 Tons
* One-Stage Cooling
* Standard/Medium Static - Vane Axial Fan
* Standard Electro-Mechanical Controls

Al/Cu Condenser and Evaporator Coil |  |  |
| 3 TON | 2 | CRLPELEV001A00 | ACC-LP+HI-ALT GAS CONV #31,2,3 |  |  |
| 3 TON | 2 | ECD-SRT12CB-D2DH | ECONOMIZER, DOWNSHOT, COMPLIANT, JADE 2 SPEED ADB |  |  |
| 4 TON | 2 | 48FEEA05A2A5-0A0A0 | WEATHERMAKER GAS/ELECTRIC ROOFTOP* Standard Packaging
* 208/230-3-60
* Medium Gas Heat
* 4 Tons
* One-Stage Cooling
* Standard/Medium Static - Vane Axial Fan
* Standard Electro-Mechanical Controls

Al/Cu Condenser and Evaporator Coil |  |  |
| 4 TON | 2 | CRLPELEV001A00 | ACC-LP+HI-ALT GAS CONV #31,2,3 |  |  |
| 4TON | 2 | ECD-SRT12CB-D2DH | ECONOMIZER, DOWNSHOT, COMPLIANT, JADE 2 SPEED, ADB |  |  |
| 5 TON | 3 | 48GEEM06A2A5-0A0A0 | YAC\_HEff\_5T\_208/230V/3PH/60HZ* 208/230-3-60
* Medium Gas Heat
* 5 Tons
* Two-Stage Cooling - Single Circuit
* Standard Packaging
* Standard/Medium Static - Vane Axial Fan
* Al/Cu Condenser and Evaporator Coil

Standard Electro-Mechanical Controls |  |  |
| 5 TON | 3 | CRLPELEV001A00 | ACC-LP+HI-ALT GAS CONV #31,2,3 |  |  |
| 5 TON | 3 | ECD-SRT12CB-D2DH | ECONOMIZER, DOWNSHOT, COMPLIANT, JADE 2 SPEED, ADB |  |  |
| 3T SPP | 1 | 48NL-B360605 | 3T R454b Entry YAC |  |  |
| 3T SPP | 1 | CPLPCONV013C00 | ACCESSORY PKG; STD ALDT LP CONV |  |  |
| 3T SPP | 1 | ECC-SPPLGCB-DYDB-1 | CONV ECON, GENESIS, SPP LARGE, ZIP-EM, ADB, 1 SPEED |  |  |
| 3T SPP | 1 | 1-4025-4023 | Curb Adapter |  |  |
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WSDOT’s preferred delivery date of the units is February 27th, 2025.

 **1.3 Contract Effective Dates**

The contract is effective from the date of award through date of delivery of HVAC Units

**1.4 Acceptance of Terms**

Acceptance of a state contract/Purchase Order by a Bidder/Supplier for any services purchased pursuant to this bid/contract constitutes acceptance of, and agreement with, all of the general and specific provisions, requirements, stipulations and specification(s) described in this bid/contract.

## 1.5 Location and Hours of Operations

Unless otherwise stipulated by the Contract Manager, all delivery shall occur between the hours of 7:00am and 5:00pm, Monday through Friday unless arranged in advance by the WSDOT Contract Manager.

# SPECIAL TERMS AND CONDITIONS

## Scope of Work

The successful bidder shall provide all necessary HVAC Units specified in this bid and deliver on the agreed date and time.

## Replacement In-Kind

The successful bidder shall provide along with their bid submission the manufacturer’s product information on units they propose. The proposed units shall be of the same quality and performance capabilities as the existing units, excepting when current standards require measurable differences. WSDOT reserves the right to request additional product information while assessing responsiveness. Failure to provide requested information in the time required by WSDOT may result in a bid being rejected as non-responsive.

Should a bidder wish to propose alternative units, they should submit separate Price Worksheets and manufacturer’s product information that clearly differentiates the proposals and correctly correlates the information. For example, the product information for the first Price Worksheet can be labeled “Submission #1” and vice versa, the product information for the second Price Worksheet could be labeled “Submission #2” and vice versa, and so on.

## Definitions

For the purposes of this RFQ and the resulting contract, the following definitions will apply:

* Owner: in this solicitation, its appendices, and any amendments, the term “owner” refers to WSDOT.
* Vendor, Contractor, and Successful Bidder: The terms “vendor,” “contractor,” and “successful bidder” are interchangeable

## Price and Payment Procedures

1. SCHEDULE OF VALUES
* Schedule of Values is required to break down lump sum bid items and shall include unit price and allowance bid items.
* Content and Format:
* Itemize costs of Division 01 requirements beginning as Item No. 1.
* Itemize the Schedule of Values for lump sum bid items by cost of each item corresponding to each applicable Specification section.

## Bond and Liquidated Damages

WSDOT has determined that no bond is required for this work. WSDOT has set no liquidated damages for this work.

# RFQ OVERVIEW

## Announcement and Special Information

The RFQ, its appendices, attachments, amendments and any incorporated documents will comprise the entire RFQ which will become the resulting contract between WSDOT and the awarded vendor when it is countersigned by WSDOT.

By responding to this RFQ, a bidder acknowledges having read and understood the entire RFQ and accepts all information contained within the RFQ without modification.

NOTE: The Standard Contract Terms and Conditions ([Appendix A](#_Appendix_A:_Standard)), which is an appendix to this RFQ, contains general provisions and terms for solicitations issued by WSDOT. Should a term within the Standard Contract Terms and Conditions conflict with a term elsewhere in the RFQ, the latter will prevail.

## Complaint and Protest

Bidders wishing to express a concern or objection with the solicitation or solicitation process in the form of a complaint must do so at least five business days prior to the deadline for bid submission. After the announcement of the apparent successful bidder (ASB), a Bidder may file a complaint within two business days of the announcement of ASB. Failure to follow the [Complaint and Protest Procedure](#CBPProcedure) may be seen as a waiver on the part of the Bidder and prevent the complaint or protest from being honored and exercised.

See also [Appendix C: Complaint and Protest Procedures](#_Appendix_C:_Complaint,) in the Appendices section below.

## Washington’s Electronic Business Solution (WEBS)

Bidders are solely responsible for:

* Properly registering with Washington’s Electronic Business Solution (WEBS) at <https://fortress.wa.gov/ga/webs/>, and maintaining an accurate Vendor profile in WEBS.
* Downloading the RFQ packet consisting of the RFQ, all appendices, and incorporated documents related to the RFQ for which you are interested in bidding.
* Downloading all current and subsequent amendments to the RFQ to ensure receipt of all RFQ documents.

Notification of amendments to the RFQ will only be provided to those vendors who have registered with WEBS and have downloaded the RFQ from WEBS. Failure to do so may result in a bidder having incomplete, inaccurate, or otherwise inadequate information and bid.

## Amendments

Prior to the bid due date and time, WSDOT reserves the right to change portions of this RFQ. All changes will be issued in writing by WSDOT as an amendment and incorporated into the RFQ. If there is any conflict between amendments, or between an amendment and the RFQ, the document issued last in time will be controlling. Only bidders who have properly registered and downloaded the original RFQ directly via WEBS will receive notification of amendments and other correspondence pertinent to the procurement.

## Bidder Communication Responsibilities

During the RFQ process, all bidder communications about this RFQ must be directed to the Procurement Coordinator. Unauthorized contact regarding this RFQ with other state employees involved with the RFQ may result in disqualification. All oral and written communications will be considered unofficial and non-binding on WSDOT. Bidders should rely only on written amendments issued by the Procurement Coordinator.

## Bidder Responsiveness

Bidders are to respond to each question/requirement contained in this RFQ. Failure to comply with any applicable item may result in a bid being deemed non-responsive and disqualified.

WSDOT reserves the right to determine the actual level of bidders’ compliance with the requirements specified in this RFQ and to waive informalities in a bid. An informality is an immaterial variation from the exact requirements of the competitive RFQ, having no effect or merely a minor or negligible effect on quality, quantity, or performance of the services being procured, and the correction or waiver of which would not affect the relative standing of, or be otherwise prejudicial to bidders.

## Pricing

Bid prices must include all cost components needed for the delivery of the services as described in this RFQ. Failure to identify all costs in a manner consistent with the instructions in this RFQ is sufficient grounds for disqualification.

NOTE: Pricing provided on the Price Worksheets is to be rounded to the nearest whole cent.

## Non-Endorsement and Publicity

In selecting a bidder to supply services specified herein, WSDOT is not endorsing the bidder’s services, nor suggesting they are the best or only solution to their needs.

## No Costs or Charges

Costs or charges incurred before a contract is fully executed will be the sole responsibility of the bidder.

# PREPARATION OF BIDS

## Format

Bids must be legible and completed in ink or with an electronic printer or other similar office equipment, and properly signed by an authorized representative of the bidder with signature authority. All changes and/or erasures must be initialed in ink. Unsigned bids will be rejected on opening unless satisfactory evidence was submitted clearly establishing the bidder’s desire and intent to be bound by the bid, such as a signed cover letter. Incomplete or illegible bids may be rejected.

## Multiple Submissions by the Same Bidder

Multiple bid submissions by the same bidder are allowed. They should be submitted as separate bids and easily identified (i.e. “Vendor Name” Bid#1, “Vendor Name” Bid#2, etc.). Multiple submissions not clearly identified as such may be rejected as non-responsive.

## Due Date and Time

Bid packages must be received on or before the due date and time at the location specified on the cover page. **Submitting via email is preferred.** Regardless of the delivery method used it is the responsibility of the supplier to ensure solicitation response is received by the Procurement Coordinator on or before the designated deadline. Quotes will not be accepted via facsimile.

If a bid is late or received at a location other than that specified it will be rejected.

## Bid Opening

After the bid due date and time, the Bid will be opened and processed protecting the confidentiality of the contents. The names of the bidders will be recorded and made available upon request.

# EVALUATION AND AWARD

## General Provisions

* Bidder responsiveness, responsibility and price factors will be evaluated based on the evaluation process described in this section.
* Contract award will be based on the evaluation and award criteria established herein and will be subject to consideration of all factors identified in RCW 39.04 and other criteria identified in the RFQ.
* Bidders whose bids are determined to be non-responsive will be rejected and will be notified of the reasons for rejection.
* WSDOT 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 an RFQ and re-solicit bids; (5) Negotiate with the lowest responsive and responsible bidder to determine if that bid can be improved for the purchaser.
* References: WSDOT reserves the right to use references to confirm satisfactory customer service, performance, satisfaction with service, knowledge of service/industry and timeliness. Any negative or unsatisfactory reference can be reason for rejecting a bidder as non-responsible. WSDOT reserves the right to waive the reference check.
* The evaluation does not require any particular order so long as the Bidder or Bidders ultimately receiving an award meet all of the evaluation and award criteria.

## Determination of Responsiveness

Bids will be reviewed on a pass/fail basis to determine compliance with administrative requirements as specified herein.

WSDOT reserves the right to determine at its sole discretion whether a bidder’s response to a minimum RFQ requirement is sufficient to pass. However, if all bidders fail to meet any single RFQ requirement, WSDOT may reject all bids and cancel the RFQ or waive the requirement from the RFQ’s criteria for responsiveness.

Responsive bids will be further evaluated based on the requirements in this RFQ.

## Price Evaluation

Evaluated Prices from responsive Bids will be calculated as follows:

1. The unit prices for each item will be summed together to form a net amount.
2. The net amounts for each line item will be summed together along with any shipping/delivery charge to form a Total Price (pre-tax).
3. The Total Price (pre-tax) will be subjected to any preferences and penalties required by law, rule, or RFQ.
4. The Total Price (pre-tax) will be used to evaluate the low bid.
5. In the event of a conflict between the Total Price and the Unit Price, the Unit Price will prevail.

## Selection of Apparent Successful Bidder

Bids received in response to this RFQ will be evaluated per the method detailed in section 5.4 of this solicitation.

WSDOT reserves the right to request additional information or perform tests and measurements as part of the evaluation process before award. Failure to provide requested information within 10 days may result in disqualification.

Before award, WSDOT may negotiate with an Apparent Successful Bidder (ASB) to determine if a bid can be improved.

Designation as an ASB does not imply that WSDOT will issue an award to your firm. It merely suggests that at this moment in time, WSDOT believes your bid to be responsive. This designation allows WSDOT to perform a responsibility analysis and ask for additional documentation. WSDOT may also re-examine the bid to determine whether the bid is truly responsive. The bidder must not construe this as an award, impending award, attempt to negotiate, etc. If a bidder acts or fails to act as a result of this notification, it does so at its own risk and expense.

## Announcement of Apparent Successful Bidder

All Bidders responding to this RFQ will be notified when WSDOT has determined the Apparent Successful Bidder (ASB).

## Award

An award, in part or full, is made and a contract formed by signature of WSDOT and awarded bidder on the Bidder’s Authorized Offer page at the end of the RFQ. In some circumstances, WSDOT may include an award letter which further defines the award and is included by reference to accompany the signature page.

WSDOT reserves the right to award on an all-or-nothing consolidated basis.

Following the award, all bidders will receive a Notice of Award, usually through a WEBS notification.

# CONTRACT INFORMATION

## Incorporated Documents and Order of Precedence

A bid submitted to this RFQ is an offer to contract with WSDOT.

A bid becomes a contract only when awarded and accepted by signature of WSDOT and bidder on the Bidder’s Authorized Offer and Contract Signature Page.

The documents listed below are, by this reference, incorporated into a contract resulting from this RFQ as though fully set forth herein. No other statements or representations, written or oral, are a part of the contract.

1. The RFQ
2. The awarded vendor’s bid
3. All appendices
4. RFQ amendments (if any)
5. Award letter (if any)

In the event of a conflict in such terms, or between the terms and any applicable statute or rule, the inconsistency will be resolved by giving precedence in the following order:

1. Applicable federal and state of Washington statutes and regulations
2. Mutually agreed written amendments to the resulting contract
3. The contract, including all documents incorporated in the subsection immediately above.

**Conflict:** To the extent possible, the terms of the contract must be read consistently.

**Conformity**: If any provision of the contract violates any Federal or state of Washington statute or rule of law, it is considered modified to conform to that statute or rule of law.

## Parties

This Contract is entered into by and between the Washington State Department of Transportation and the awarded Vendor with the parties more fully described in the Bidder’s Authorized Offer and Contract Signature Page.

## Authority to Bind

The signatories to this contract represent that they have the authority to bind their respective organizations to this contract.

**Solicitation Timeline**

|  |  |  |
| --- | --- | --- |
| Date Issued | Tuesday, February 4, 2025 |  |
|  |  |  |
| Question Period Ends | Thursday, February 13, 2025 | 4:00 PM |
| Answers Provided  | Friday, February 14, 2025 | 4:00 PM |
| Complaint Period Ends | Tuesday, February 18, 2025 | 4:00 PM |
| Bids Due | No later than Friday, February 21, 2025 | 2:00 PM |
| Bid Review | Monday, February 24, 2025 | 4:00 PM |
| Apparent Successful Bidder Announced | No sooner than Wednesday, February 26, 2025 | TBD |
| Protest Period Ends | Thursday, March 6, 2025 | 2:00 pm |
| Award announced and purchase order sent to vendor | Tuesday, March 4, 2025 | TBD |

**Changes to the Solicitation Timeline, if necessary, will be announced via an addendum posted to the Washington Electronic Business Solution (WEBS) website.**

**Other Information URL’s**

Statewide Vendor Number: <http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>

Department of Revenue: <http://dor.wa.gov/>

WAC 458-20: <http://apps.leg.wa.gov/WAC/default.aspx?cite=458-20>

WAC 458-20-193: <http://apps.leg.wa.gov/WAC/default.aspx?cite=458-20-193>

# APPENDICES

|  |  |
| --- | --- |
| Appendix A: Standard Contract Terms and Conditions |  |
| Appendix C: Complaint and Protest Procedures |  |
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# BIDDER’S AUTHORIZED OFFER and CONTRACT SIGNATURE PAGE

Solicitation Number: **SWR2504**

In submitting this bid, the authorized signatory below acknowledges having read and understood the entire RFQ and amendments incorporated prior to the bid due date, and agrees to comply with its terms and conditions as written. The authorized signatory also agrees to fulfill the offer for categories made in this bid and any subsequently awarded contract. In consideration of the terms and conditions contained herein and attached and made a part of this agreement, the parties hereto covenant and agree as follows:

I. The Vendor shall deliver all the HVAC Units, specified.

II. It is further provided that no liability shall attach to the State by reason of entering into this contract, except as provided herein.

**In witness whereof*,*** the parties hereto, having read this contract in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Unless otherwise specified in the RFQ, this contract is effective as of the date of last signature.

|  |  |  |
| --- | --- | --- |
| **Approved (WSDOT)** |  | **Approved (bidder)** |
| Washington State Department of Transportation4100 Main St. Bldg 11Vancouver, WA 98663 |  |  |
|  |  | Bidder’s Company Name & Address |
|  |  |
| Signature Date |  | Signature Date |
|  |  |       |
| Typed or Printed Name, Title |  | Typed or Printed Name, Title |
|  |  |  |
| Manager Signature (if applicable) Date |  |  |
|  |  |  |
| Manager’s Typed or Printed Name, Title |  |  |
| **Contact Information** |  | **Contact Information** |
| Contact: | Eugene Onyango |  | Contact: |        |
| Title: | Procurement Coordinator |  | Title: |        |
| Phone: | (360) 558-0417 |  | Phone: |        |
| Email: | eugene.onyango@wsdot.wa.gov |  | Email: |       |