

**BICYCLE ALLIANCE  
OF WASHINGTON  
SEATTLE, WASHINGTON**

**REQUEST FOR PROPOSALS (RFP)**

**RFP NO. 2011-01**

*This RFP is available at the Office of General Administration, Washington Electronic Business Solution (WEBS) Procurement Website at <http://www.ga.wa.gov/webs/>. All RFP amendments or Consultant questions and BAW answers will be posted to these sites. All interested Consultants must be registered with WEBS under the following commodity codes in order to receive notifications: Sporting Goods, Athletic Equipment And Athletic Facility Equipment 805-34.*

**PROJECT TITLE:** Bicycles for the Bicycle Alliance of Washington's Go by Bike program

**PROPOSAL DUE DATE:** 4:30 p.m., Pacific Daylight Time on Monday September 19, 2011

**ESTIMATED CONTRACT PERIOD:** October 7, 2011 through August 31, 2012. Amendments extending the period of performance, if any, shall be at the sole discretion of BAW.

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

**SUBMIT PROPOSAL TO:** **Joshua Miller**, Go By Bike Coordinator  
[joshm@bicyclealliance.org](mailto:joshm@bicyclealliance.org)

**FAXED BIDS WILL NOT BE ACCEPTED.**

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## Section A. INTRODUCTION

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### 1. DEFINITIONS

Definitions for the purposes of this RFP include:

**BAW** – Bicycle Alliance of Washington; advocates for bicyclists and a bike-friendly Washington.

**Bicycle** – A two-wheeled, crank-pedal-chain-driven vehicle. “bicycle” and “bike” are used interchangeably.

**Buy America** – Articles, materials, and supplies as have been mined or produced in the United States, and only such manufactured articles, materials, and supplies as have been manufactured in the United States substantially all from articles, materials, or supplies mined, produced, or manufactured, as the case may be, in the United States, shall be acquired for public use.

**Consultant** – Individual or company (firm, state agency, etc.) submitting a proposal in order to attain a contract with BAW.

**Contractor** – Individual or company whose proposal has been accepted by BAW and is awarded a fully executed, written contract.

**Go By Bike Program (GBB)** – A two-year safe bicycling education program funded by a WSDOT Transportation Enhancements grant and being conducted by the BAW in collaboration with four colleges and two elementary schools.

**Proposal** – A formal offer submitted in response to this solicitation.

**Request for Proposals (RFP)** – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFP is to permit the consultant community to suggest various approaches to meet the need at a given price.

**WSDOT** – The Washington State Department of Transportation.

### 2. PURPOSE OF REQUEST FOR PROPOSALS

The Bicycle Alliance of Washington hereafter called "BAW," are initiating this Request for Proposals (RFP) to solicit proposals from Consultants interested in participating in a program to provide, assemble, and deliver bicycles to the BAW for the Go By Bike program in the central Puget Sound region.

### 3. BACKGROUND

#### **Go By Bike Program:**

The BAW is collaborating with WSDOT on the Go By Bike Program to deliver safe bicycling education over a two year period for students at four colleges and parents of elementary students at two elementary schools in the central Puget Sound region. The program includes loaner bikes to be used by class participants who do not own bikes or whose bikes are sub-standard or non-serviceable. The grant funds the BAW to purchase fifty (50) adult-sized bicycles. This RFP is for five (5) fleets of ten (10) bikes each. The fleets may or may not be acquired concurrently, depending on the logistical requirements of participating schools. The fleet acquisition will be conducted by the Bicycle Alliance of

Washington and participating schools. The GBB program is designed to complement existing Safe Routes to School programs in the central Puget Sound region.

**Federal Buy America Requirements:**

Federal Funding Requirements and Buy America standards for American steel per 23 CFR 635.410 apply; all bicycles and bicycle equipment must meet Buy America standards. American-made material is defined as material having all manufacturing processes occurring domestically. Except the material contained in the above foreign structural steel item(s) for which alternate bids were submitted and accepted as a basis of award, the steel and iron construction material that is permanently incorporated into the project shall consist of American-made materials only. Buy America does not apply to temporary steel items, e.g., temporary sheet piling, temporary bridges, steel scaffolding and falsework.

Steel Materials definitions:

1. Domestic Steel Materials: A manufactured steel material will be considered domestic if it has been manufactured in the United States.
2. Manufactured in the United States: A material will be considered as manufactured in the United States if all manufacturing processes have occurred in the United States.
3. United States: To further define the coverage, a domestic product is a manufactured steel material that was produced in one of the fifty (50) states, the District of Columbia, Puerto Rico, or in the territories and possessions of the United States.

**Bidding and Award**

The bidder shall submit a bid for Bicycles and Bicycle Equipment containing only domestic steel.

The bidder may also submit a bid for Bicycles and Bicycle Equipment containing foreign steel.

**All bidders must submit a bid for Bicycles and Bicycle Equipment containing only domestic steel. If a bid is received only for Bicycles and Bicycle equipment containing foreign steel, the bid will be considered irregular.**

**Note: In the case where the bidder cannot supply Bicycles and Bicycle Equipment containing only domestic steel or minor amounts of foreign steel and iron that would not exceed \$2,500.00 for the total contract a “NOT AVAILABLE” bid in that category must be used,**

Subject to the provisions of Section 1-03, all bidders are advised that the contract will be awarded to the bidder who submits the lowest total bid based on furnishing domestic steel materials as specified, unless such total bid exceeds the lowest total bid based on furnishing foreign steel materials as specified, by more than 25 percent. In that event, the contract will be awarded to the bidder who submits the lowest total bid based on furnishing the specified foreign steel material.

Except for the bicycle and bicycle equipment contained in the above foreign structural steel item(s) for which alternate bids were submitted and accepted as a basis of award, the steel and iron material that is included in this project shall consist of American-made materials only. American-made material is defined as material having all manufacturing processes occurring domestically.

Manufacturing begins with the initial melting and mixing, and continues through the coating stage. Any process which modifies the chemical content, the physical size or shape, or the final finish is considered a manufacturing process. The processes include rolling, extruding, machining, bending, grinding, drilling, welding, and coating. The action of applying a coating to steel or iron is deemed a manufacturing process. Coating includes epoxy coating, galvanizing, aluminizing, painting, and any

other coating that protects or enhances the value of steel or iron. Any process from the original reduction from ore to the finished product constitutes a manufacturing process for iron.

1. Production of steel by any of the following processes:
  - a. Open hearth furnace.
  - b. Basic oxygen.
  - c. Electric furnace.
  - d. Direct reduction.
2. Rolling, heat treating, and any other similar processing.
3. Fabrication of the products.
  - a. Spinning wire into cable or strand.
  - b. Corrugating and rolling into culverts.
  - c. Shop fabrication.

Due to a nationwide waiver, Buy America does not apply to raw materials (iron ore and alloys), scrap (recycled steel or iron), and pig iron or processed, pelletized, and reduced iron ore.

The bidder may utilize minor amounts of foreign steel and iron in this project provided the cost of the foreign material used does not exceed one-tenth of one percent of the total contract cost or \$2,500.00 whichever is greater.

A certification of materials origin will be required for any items comprised of, or containing, steel or iron construction materials prior to such items being incorporated into the project. The certification shall be on DOT Form 350-109EF attached as Exhibit E to this RFP.

#### **4. OBJECTIVE AND SCOPE OF WORK**

The Contractor shall provide fifty (50) adult-sized bicycles that meet the following specifications:

- Frame Type: one that gives rider an upright position such as a commuter, comfort, hybrid or mountain bike.
- Frame Material: aluminum
- Fork: steel straight blade fork
- Tire: 1.125" to 1.5" (28-38c) touring or multi-purpose tread
- Gears: 24 or 27 speed drivetrain
- Wheel: 26" preferred, 700c acceptable for larger sized bikes (larger than 18" frame bikes)
- Sizing: needs to range from a 13" frame with a low step through up to 21" frame
- Color: bikes should be the same neutral color and have minimal decals or painted on logos
- Bikes must be equipped with a kickstand

Fully-assembled bicycles must be delivered to the Bicycle Alliance of Washington at 309A 3<sup>rd</sup> Ave S, Seattle, WA, 98104 within thirty (30) days after the BAW submits a request for the items.

The Contractor shall provide sixty (60) adult-sized bicycle helmets that meet the following specifications:

- Available in sizes from extra small through extra large
- Certified by the Consumer Product Safety Commission (CPSC) for impact protection
- Include pads, straps and rear retention device
- Properly ventilated for warm weather use
- Available in neutral and high visibility colors

## **5. STATE'S ROLE**

BAW shall procure a "master contract" with a contractor as a result of this RFP. BAW shall provide Project Management oversight and will be available to the Apparently Successful Contractor as needed.

## **6. CONSULTANT QUALIFICATIONS**

Consultants shall:

- Be licensed to do business in the State of Washington. If not licensed, provide a written intent to become licensed in Washington within thirty (30) calendar days of being selected as the Apparently Successful Contractor.
- Have the ability to deliver fully-assembled bicycles to the BAW within 30 days of the order.

## **7. PERIOD OF PERFORMANCE**

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about October 7, 2011, and end on or about August 31, 2012. The option to extend any contract resulting from this procurement shall be at the sole discretion of BAW.

Additional services that are appropriate to the scope of this RFP, as determined by BAW, may be added to the resulting contract by a written amendment mutually agreed to and executed by both parties.

## **8. FUNDING**

BAW has budgeted an amount not to exceed \$25,000 for this project. Proposals in excess of \$25,000 will be rejected as non-responsive and will not be evaluated.

Any contract awarded as a result of this procurement is contingent upon the availability of funding. The Consultant shall provide their most favorable and competitive cost estimate to perform the work.

## **9. ADA**

BAW complies with the Americans with Disabilities Act (ADA). Consultants may contact the RFP Coordinator to receive this Request for Proposals in Braille or on tape.

## Section B. GENERAL INFORMATION FOR CONSULTANTS

### 1. RFP COORDINATOR

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

<b>Name:</b>	Joshua Miller
<b>Physical Address:</b>	309A 3 <sup>rd</sup> Ave S
<b>Mailing Address:</b>	309A 3 <sup>rd</sup> Ave S
<b>City, State, Zip Code:</b>	Seattle, WA, 98104
<b>Email Address:</b>	joshm@bicyclealliance.org

All communications concerning this RFP must be directed only to the RFP Coordinator via email. Any other communication will be considered unofficial and non-binding to BAW. Consultants are to rely on written statements issued by the RFP Coordinator. Communication directed to parties other than the RFP Coordinator may result in disqualification of the Consultant.

### 2. ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Item	Action	Date
1.	BAW Issues RFP	Sep 1, 2011
2.	Question and Answer Period	Sep 1-12, 2011
3.	Last Date for Questions Regarding RFP	Sep 12, 2011
4.	Final Question and Answer Addendum or Amendment Posting.	Sep 15, 2011
5.	Proposals Due	Sep 19, 2011
6.	Evaluation of Written Proposals	Sep 20-21, 2011
7.	Announce "Apparently Successful Contractor" and Send Notification to Unsuccessful Proposers	Sep 23, 2011
8.	Debriefing Conferences (if requested)	Sep 26-28, 2011
9.	Contract Negotiation	Sep 23-30, 2011
10.	Contract Start Date	Oct 7, 2011

BAW reserves the right to revise the above schedule.

### 3. SUBMISSION OF PROPOSALS

Proposals must be submitted via email only. Proposals may not be transmitted via facsimile.

Consultants shall submit proposals as an attachment to an email to the RFP Coordinator listed above in Section B.1. Proposals must arrive by 4:30 p.m. in Seattle, WA, on Monday September 19, 2011. Attachments to the email shall be Microsoft Word format or in Portable Document Format (PDF). Zipped files may be received by BAW and can be used for submission of proposals. Consultants submitting proposals via email shall also send hard copies of the cover submittal letter and the certifications and assurances form with original signatures to the RFP Coordinator on or before the proposal due date. BAW does not assume responsibility for any problems with the electronic delivery of Applicant materials.

Those applications not received by the deadline will not be reviewed. Late proposals will not be accepted and will be automatically disqualified from further consideration. Proposals must respond to the procurement requirements. Do not respond by referring to material presented elsewhere. The proposal must be complete and must stand on its own merits.

Failure to respond to any portion of the procurement document may result in rejection of the proposal as non-responsive. All proposals and any accompanying documentation become the property of BAW and will not be returned.

#### **4. PROPRIETARY INFORMATION/PUBLIC DISCLOSURE**

Proposals submitted in response to this competitive procurement shall become the property of BAW.

All proposals received shall remain confidential until the contract, if any, resulting from this RFP is signed by the Bicycle Alliance of Washington Executive Director and the apparently successful Contractor; thereafter, the proposals shall be deemed public records as defined in RCW 42.56.

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

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

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

#### **5. ADDENDA AND AMENDMENTS TO THE RFP**

In the event it becomes necessary to revise any part of this RFP, addenda will be published on the BAW website, at <http://www.bicyclealliance.org/>. For this purpose, the published Consultant questions and answers, the published consultant questions and agency answers, and any other pertinent information shall be considered an addendum to the RFP and also placed on the agency website. Additionally, all addenda referred to above will be released on WEBS for all Consultants who are registered. It will be the responsibility of interested Consultants to check the website periodically for RFP addenda and updates.

#### **6. ACCEPTANCE PERIOD**

Proposals must provide ninety (90) days for acceptance by BAW from the due date for receipt of proposals.

#### **7. RESPONSIVENESS**

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

BAW also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

## **8. MOST FAVORABLE TERMS**

BAW reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the Consultant can propose. There will be no best and final offer procedure. BAW does reserve the right to contact a Consultant for clarification of its proposal.

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

## **9. CONTRACT AND GENERAL TERMS & CONDITIONS**

The apparently successful Contractor 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 B and Exhibit C, respectively. 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. BAW will review requested exceptions and accept or reject the same at its sole discretion.

## **10. COSTS TO PROPOSE**

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

## **11. NO OBLIGATION TO CONTRACT**

This RFP does not obligate the State of Washington or BAW to contract for services specified herein. BAW also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract without penalty.

## **12. REJECTION OF PROPOSALS**

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

## **13. COMMITMENT OF FUNDS**

The Contracts Administrator or Director of Financial Resources are the only individuals who may legally commit BAW to the expenditures of funds for a contract resulting from this RFP. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

## **15. INSURANCE COVERAGE**

The Apparently Successful Bidder must comply with the insurance requirements identified in the Sample Contract General Terms and Conditions, Exhibit C.

The Contractor shall, at its 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 WSDOT within fifteen (15) days of the contract effective date.

## **16. TITLE VI OF THE CIVIL RIGHTS ACT**

The Recipient, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

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## **Section C. PROPOSAL CONTENTS**

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Consultants shall submit a proposal for bicycles and bicycle equipment containing only domestic steel.

In the case where the bidder cannot supply bicycles and bicycle equipment containing only domestic steel or minor amounts of foreign steel and iron that would not exceed \$2,500 for the total contract a "NOT AVAILABLE" bid in that category must be used,

Additionally, consultants may submit a proposal for bicycles and bicycle equipment containing foreign steel.

The Letter of Submittal, excluding the signed Certifications and Assurances shall be a maximum of one (1) page. The four major sections of the proposal are to be submitted in the order noted below:

1. Letter of Submittal, including signed Certifications and Assurances (Exhibit A to this RFP)
2. Technical Proposal
3. Management Proposal
4. Cost Proposal

Proposals 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 proposal, but should assist the Consultant in preparing a thorough response.

### **1. LETTER OF SUBMITTAL**

The Letter of Submittal, the attached Certifications and Assurances form (Exhibit A to this RFP), and attached Contractor Intake Form (Exhibit D to this RFP) 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, fax number and email address of legal entity or individual with whom contract would be written;
2. The name of the contact person for this RFP;
3. Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.);
4. 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;
5. Location of the facility from which the Consultant would operate; and
6. A detailed list of all materials and enclosures included in the Proposal.

## 2. TECHNICAL PROPOSAL

The Technical Proposal must contain a comprehensive description of services including the following elements:

- A. **Project Approach/Methodology** – Include a complete description of the Consultant's proposed approach and methodology for the project. This section should convey Consultant's understanding of the proposed project.
- B. **Work Plan** – Include confirmation that all bicycle and bicycle equipment specifications noted in Section A.4. Objective and Scope of Work will be met.

Proposals must address the Federal Funding and Buy America standards. A certification of materials origin will be required for any items comprised of, or containing, steel or iron construction materials prior to such items being incorporated into the permanent work. The certification shall be on WSDOT Form 350-109EF Exhibit E to this RFP, or such other form the Consultant chooses, provided it contains the same information as WSDOT Form 350-109EF.

- C. **Project Schedule** – Include confirmation that fully-assembled bicycles will be delivered to schools/districts within thirty (30) days after a school/district submits a request for the items.

## 3. COST PROPOSAL

### Identification of Costs

Identify all costs including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. The Consultant is to submit a fully detailed budget including staff costs, administrative costs, travel costs, and any other expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Consultants are required to collect and pay Washington State sales tax, if applicable.

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

## **Section D. EVALUATION AND CONTRACT AWARD**

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### **1. EVALUATION PROCEDURE**

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

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

### **2. EVALUATION WEIGHTING AND SCORING**

Any contract resulting from this RFP will be awarded to the Consultant who submits the lowest total cost based on furnishing domestic steel and iron materials unless such total cost exceeds the lowest total cost based on furnishing foreign steel and iron materials by more than 25 percent. In that event, the contract will be awarded to the Consultant who submits the lowest total cost based on furnishing the specified foreign structural steel material.

### **3. NOTIFICATION TO PROPOSERS**

Proposals that have not been selected for further negotiation or award will be notified via email by the RFP Coordinator.

### **4. DEBRIEFING OF UNSUCCESSFUL PROPOSERS**

Upon request, an individual debriefing conference will be scheduled with an unsuccessful Proposer. The request for a debriefing conference must be received by the RFP Coordinator within three (3) business days after the Notification of Unsuccessful Consultant letter or e-mail is sent to the Consultant. The debriefing must be held within three (3) business days of the request, unless otherwise agreed upon by the RFP Coordinator and Proposer.

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

### **5. PROTEST PROCEDURE**

This protest procedure is available to Consultants who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completion of the debriefing conference, the Consultant is allowed three (3) business days to file a protest of the acquisition with the RFP Coordinator. Protests may be submitted by fax or email, but should be followed by a hard copy 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 including specific facts and complete statements of the action(s) being protested. The protesting party may submit with the protest any documents or

information deemed relevant. A description of the relief or corrective action being requested should also be included. All protests shall be addressed to the RFP 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/evaluation team;
- Errors in computing the score; and/or
- Non-compliance with procedures described in the procurement document or state 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 the quality of a proposal, or 2) BAW's assessment of its own and/or other agencies needs or requirements.

Upon receipt of a protest, a protest review will be held by BAW. BAW Contracts Administrator or an employee delegated by the Contracts Administrator who was not involved in the procurement will consider the record and all available facts and issue a decision within five 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 proposal, such Consultant will be given an opportunity to submit its views and any relevant information on the protest to the RFP Coordinator.

The final determination of the protest shall:

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

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

## **Section E. RFP EXHIBITS**

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- Exhibit A Certifications and Assurances
- Exhibit B Sample Contract
- Exhibit C Contractor Intake Form
- Exhibit D WSDOT Form 350-109EF

**EXHIBIT A**  
**CERTIFICATION AND ASSURANCES**

I/we make the following certifications and assurances as a required element of the proposal 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):

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. 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 proposal.
3. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by BAW without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
4. In preparing this proposal, 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 proposal 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.)
5. I/we understand that BAW will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of BAW, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6. Unless otherwise required by law, the prices and/or cost data which 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.
7. I/we agree that submission of the attached proposal 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.
8. 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 proposal for the purpose of restricting competition.
9. I/we grant BAW 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.

*On behalf of the firm submitting this proposal, my name below attests to the accuracy of the above statements.*

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**Signature of Proposer**

---

**Title**

---

**Date**

## EXHIBIT B

### CONTRACT FOR PERSONAL SERVICES

Contract No. \_\_\_\_\_

between

**Bicycle Alliance of Washington**

and

**[CONTRACTOR NAME]**

(hereinafter referred to as Contractor)

[Contractor Address]

Federal Identification # [REDACTED]

and

Unified Business Identifier # [REDACTED]

In consideration of the promises and conditions contained herein, BAW and Contractor do mutually agree as follows:

#### I. DUTIES OF THE CONTRACTOR

A. The general objective(s) of this contract is/are as follows:

[A brief description of the agreed upon services will be included here]

B. In order to accomplish the general objective(s) of this contract, Contractor shall perform the following specific duties to the satisfaction of the BAW's designee, [name of designee]:

[Describe the work to be performed by Contractor in detail, including a breakdown of the quantifiable steps or components of what the Contractor is to do.]

As included in the BAW's Request for Proposals No. [RFP#] attached as Exhibit B, and the Contractor's proposal dated [date], attached as Exhibit C, and any subsequent amendments as identified in Section [section number]: Incorporation of Attachments and Order of Precedence.

C. The Contractor shall produce the following written reports or other written documents (deliverables) by the dates indicated below:

[List deliverables]

All written reports required under this contract must be delivered to the BAW's designee in accordance with the schedule above.

## II. CONDITIONS OF COMMENCEMENT OF PERFORMANCE AND SCHEDULE OF PERFORMANCE

Contractor shall not commence performance, or be entitled to compensation or reimbursement for any services rendered, prior to the occurrence of each of the following conditions: (1) This contract must be executed by a representative of the Contractor and the BAW; (2) This contract must be filed with, and approved by, the Office of Financial Management, if and to the extent required by state personal service contract laws; and, (3) BAW's designee must confirm the occurrence of conditions number one and two and notify the Contractor to commence performance.

The schedule of performance of Contractor's duties is as follows subject, however, to the three prior conditions to commencement of performance set forth immediately above:

The period of performance under this contract will be from [start date] or date of execution, whichever is later, through [end date].

## III. DUTIES OF THE BAW

- A. In consideration of Contractor's satisfactory performance of the duties set forth herein, BAW shall compensate Contractor at a rate not to exceed a total of [write out full dollar amount] dollars (\$ [ ]). Payment for satisfactory performance shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work, which will cause the maximum payment to be increased.

In addition, Contractor shall be entitled to reimbursement in accordance with the terms set forth in Section III.C. below.

Funds for the payment of this contract are provided by federal program(s) [program title], Catalog of Federal Domestic Assistance #(s) [CFDA#].

- B. Payment shall be made to the Contractor as follows:

>Periodically in the form of progress payments in the amounts and for the stages of partial performance set forth below:

### Schedule of Payments

>Periodically based on invoices submitted by the Contractor for actual costs incurred to date based on receipts or other documentation.

Invoice(s) will be paid only after approval by the BAW's designee . The invoice shall include an original signature, the contract number, and document to the BAW's designee's satisfaction a description of the work performed and payment requested. Within approximately thirty (30) working days of the BAW's designee receiving and approving the invoice, payment will be mailed or electronically transferred.

C. Contractor shall be entitled to reimbursement for expenses incurred, as follows:

1. Travel and per diem expenses for [#] person(s) in the amounts and for the purposes otherwise established for state employees at the time of incurrence by the rules and regulatory policies of the Office of Financial Management (OFM) not to exceed [write out full dollar amount] dollars (\$ [ ]). Contractor's "official duty station" (i.e., the origin of reimbursable travel and/or per diem) shall be [official duty station].

*and/or*

2. Expenses incurred for the following specified purposes not to exceed a total of [write out full dollar amount] dollars (\$ [ ]). Contractor must submit receipts or other documentation.

#### IV. RENEWAL (OPTIONAL CLAUSE)

BAW has the right to renew this contract in whole or in part for the year(s) [renewal year(s)] by giving notice on or before [date] to the Contractor. If BAW provides such notice to the Contractor, the Contractor shall be obligated to enter into a contract with the same fiscal obligations as the previous contract year, provided that BAW and Contractor shall negotiate any revision of additional services or goals beyond those encompassed in the previous contract.

#### V. CONTRACT MANAGEMENT

The following Contract Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this contract.

Contract Manager for BAW	Contract Manager for [Contractor Name]
[Contract Manager's Name]	[Contract Manager's Name]
[Contract Manager's Title]	[Contract Manager's Title]
309A 3 <sup>rd</sup> Ave S. Seattle WA, 98104	[Contract Manager's Address]
Phone: ( [ ]) [ ]-[ ]	Phone: ( [ ]) [ ]-[ ]
Fax: ( [ ]) [ ]-[ ]	Fax: ( [ ]) [ ]-[ ]
Email: [Contract Manager's Email Address]	Email: [Contract Manager's Email Address]

#### VI. INCORPORATION OF ATTACHMENTS AND ORDER OF PRECEDENCE

Each of the attachments listed below is by this reference hereby incorporated into this contract. In the event of an inconsistency in this contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable Federal and state of Washington statutes and regulations
- Special Terms and Conditions as contained in this basic contract instrument
- Attachment A – Contract for Personal Services, General Terms and Conditions
- Attachment B – Request for Proposals No. [RFP#] with any formal RFP amendments that change scope of work, etc.
- Attachment C – Contractor's Proposal
- *Any other provision, term or material incorporated herein by reference or otherwise incorporated.*

**VII. APPROVAL**

This contract shall be subject to the written approval of the BAW's authorized representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

We the undersigned agree to the terms of the foregoing contract.

[Contractor Name]

Bicycle Alliance of Washington

\_\_\_\_\_  
Signature Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name Title

\_\_\_\_\_  
Date

Who certifies that he/she is the Contractor identified herein, OR a person duly qualified and authorized to bind the Contractor so identified to the foregoing Agreement.

Approved as to FORM ONLY  
by the Assistant Attorney General

Non-profit organization?  yes\*  no  
\*If yes, under what IRS section? Please attach a copy.

\_\_\_\_\_

## EXHIBIT C

### Contractor intake form

<b>1. CONTRACTOR NAME (AS LEGALLY REGISTERED WITH THE IRS):</b>		<b>CONTRACTOR DBA (DOING BUSINESS AS) NAME:</b>	
<b>2. CONTRACTOR ADDRESS &amp; CONTACT INFORMATION:</b>			
<b>ADDRESS (NUMBER, STREET, AND APT OR SUITE)</b>	<b>CITY</b>	<b>STATE</b>	<b>ZIP CODE</b>
<b>BUSINESS PHONE NUMBER</b>	<b>BUSINESS FAX NUMBER</b>		
<b>CONTRACT MANAGER NAME</b>	<b>CONTRACT MANAGER EMAIL ADDRESS</b>		
<b>CONTRACT MANAGER PHONE NUMBER</b>	<b>CONTRACT MANAGER FAX</b>		
<b>3. CONTRACTOR LICENSE (Not applicable to ESDs, School Districts, and State Agencies):</b>			
Do you have a current Washington State business license? <input type="checkbox"/> Yes <input type="checkbox"/> No <b>If yes, please attach.</b>			
Have you had any contract to provide services terminated for default? <input type="checkbox"/> Yes <input type="checkbox"/> No  <b>If yes, please attach a list of each terminated contract with an explanation of the situation involved.</b>	If you do not have a Washington State business license, explain why you are exempt from registering your business with the State of Washington.  To file for a Master Business Application, visit <a href="http://www.dor.wa.gov">www.dor.wa.gov</a> .		
<b>4. BUSINESS INFORMATION:</b>			
<b>How is your business organized?</b> Please select	If filing as Corporation, non-profit, please attach a copy of 501(c) status.		
<b>TAXPAYER IDENTIFICATION NUMBER (TIN)</b>  SSN:    -    -                      EIN:    -	For individuals, this is your Social Security Number (SSN). For other entities (corporations, school districts, etc.) this is your Employer Identification Number (EIN).		
<b>STATEWIDE VENDOR NUMBER</b>  -	Individuals awarded contracts with OSPI are <b>required</b> to register as a Statewide Vendor. Visit <a href="http://www.ofm.wa.gov">www.ofm.wa.gov</a> to <a href="#">register as a Statewide Vendor</a> .		
<b>5. WASHINGTON STATE EMPLOYMENT (Not applicable to ESDs, School Districts, and State Agencies):</b>			
Are you, or any of your business partners, directors, officers, managers, employees, or board members current or former (within the last 24 months) officers or employees of the State of Washington? <input type="checkbox"/> Yes <input type="checkbox"/> No  <b>If you answered yes or are unsure, you must contact the Executive Ethics Board for guidance. You can contact the <a href="#">Executive Ethics Board</a> at 360-664-0871 or by email at <a href="mailto:ethics@atg.wa.gov">ethics@atg.wa.gov</a>. Submit a copy of the Executive Ethics Board decision to your OSPI Contract Manager.</b>			
<b>6. I certify, under penalty of perjury as provided by the laws of the State of Washington, that all of the foregoing statements are true and correct, and that I will notify OSPI of any changes in any statement.</b>			
<b>CONTRACTOR SIGNATURE</b>		<b>DATE</b>	
<b>PRINTED NAME</b>		<b>TITLE</b>	

# EXHIBIT D

## WSDOT Form 350-109EF



### Certification of Materials Origin (Required for Acceptance of Steel Materials)

Contract	SR
Section	
Contractor	
Subcontractor / Supplier	
Materials: Bid Item	Quantity
Description	

The following Certification of Materials Origin is made for the purposes of establishing materials acceptance under Contract Provisions entitled "Buy America." Materials as described above are furnished for use in compliance with the certification as noted in 1 or 2 below. Manufacturing processes for the materials are defined on the back of this form.

- 1. The materials covered by this certification are American-Made with all manufacturing processes entirely within the United State of America.
- 2. The materials furnished for this project under this certification contain steel or iron manufactured, all or in part, outside the United States of America.

The Description and Country of Origin of these materials is a follows:

The Invoice Cost for the above described foreign-made materials is:

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

\_\_\_\_\_  
Contractor / Subcontractor / Supplier Name

\_\_\_\_\_  
Authorized Corporate Official Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Place

**The following items are considered to be Steel or Iron Manufacturing Processes**

1. Any process from the original reduction from ore to the finished product constitutes a manufacturing process for iron. Foreign source steel ingots or foreign source steel billets used in any manufacturing process of a steel product is considered foreign steel under the Buy America Provision.
2. Production of Steel by any of the following processes:
  - a. Open Hearth Furnace.
  - b. Basic Oxygen.
  - c. Electric Furnace.
  - d. Direct Reduction.
3. Rolling, heat treating, and any other similar processing.
4. Fabrication of the products:
  - a. Spinning wire into cable or strand.
  - b. Corrugating and rolling into culverts.
  - c. Shop fabrication.
5. Protective coatings such as zinc, aluminum, epoxy, paint, or any other coating that protects or enhances the value of steel or iron.
6. Due to a nationwide waiver, Buy America does not apply to raw materials (iron ore and alloys), scrap (recycled steel or iron), and pig iron or processed, pelletized, and reduced iron ore.