

State of Washington  
OFFICE OF THE SECRETARY OF STATE

REQUEST FOR  
QUALIFICATIONS AND QUOTATIONS (RFQQ)  
RFQQ NO. 18-01

For

PREVENTIVE MAINTENANCE SERVICES  
HVAC SYSTEM AND CONTROLS  
for the Office of the Secretary of State,  
Computer Room at 6880 Capitol Blvd. SE, Tumwater, Washington

Proposal Due Date: August 31, 2017

Table of Contents

PREVENTIVE MAINTENANCE INSPECTION AND REPAIR SERVICES..... 1

**1. Summary of Services** ..... 1

    1.1 Purpose..... 1

    1.2 Background of Services ..... 1

    1.3 Description of Services ..... 1

    1.4 Supplies and Consumables ..... 1

    1.5 Bidder Minimum Qualifications..... 2

    1.6 Definitions ..... 2

**2. Procurement Process**.....5

    2.1 Procurement Contact Information..... 5

    2.2 Acceptance of RFQQ Terms and Binding Offer ..... 5

    2.3 Contract Term..... 5

    2.4 Procurement Schedule ..... 6

    2.5 Washington Electronic Business Solutions (WEBS) Registration..... 7

    2.6 Minority and Women’s Business Enterprises (MWBE) ..... 7

    2.7 Ethics ..... 7

    2.8 General Terms and Conditions..... 7

    2.9 Insurance ..... 8

    2.10 Hours of Labor and Prevailing Wage Requirement.....8

    2.11 Contract Performance ..... 10

    2.12 Proprietary Information/Public Disclosure ..... 10

    2.13 Site Visit..... 11

    2.14 Questions and Answers ..... 11

    2.15 Amendment/Addenda ..... 11

    2.16 Nonresponsive Responses ..... 12

    2.17 Minor Irregularities ..... 12

    2.18 Errors in Bidder Response ..... 12

    2.19 Cost of Preparing Responses..... 13

    2.20 Joint Responses ..... 13

    2.21 Use of Subcontractors ..... 13

    2.22 Appendixes..... 13

    2.23 Withdrawal of Responses..... 13

2.24	Response Property of OSOS .....	13
2.25	OSOS Award Announcement .....	14
2.26	Debriefing of Unsuccessful Bidders .....	14
2.27	Protest.....	14
2.28	Non-endorsement.....	15
2.29	Contract Execution.....	16
3.	RFQQ RESPONSE FORMAT, CONTENTS & SUBMISSION .....	17
3.1	Electronic Submission of RFQQ Response .....	17
3.2	RFQQ Response Content.....	17
A.	Administrative Requirements Response: Appendix C1 – Not Scored.....	17
B.	Qualifications/Experience & Service Responses: Appendix C2 – Scored.....	20
	Qualifications/Experience Questions – Total Possible Points: 40 Points .....	21
	Qualifications/Experience Question #1 – .....	21
	Qualifications/Experience Question #2 - .....	21
	Qualifications/Experience Question #3 – .....	21
	Qualifications/Experience Question #4 – .....	21
	Service Questions - Total Possible Points: 40 Points.....	21
	Service Question #1 – .....	21
	Service Question #2 – .....	21
	Service Question #3 – .....	21
	Service Question #4 – .....	21
	Service Question #5 – .....	22
	Service Question #6 – .....	22
C.	Quotation Response: Appendix C3 - Scored.....	22
	Quotation Questions: Total Possible Points - 20 Points.....	22
	Question #1 – Quotation Response .....	22
	Question #2 – Quotation Response .....	22
	Question #3 – Quotation Response .....	23
	Question #4 – Quotation Response .....	23
4.	RFQQ EVALUATION .....	23
4.1	Initial Screening of Response for Responsiveness.....	23
4.2	Evaluation Weighting and Scoring.....	24
4.3	Computation .....	24
4.4	Rejection Due to Unsatisfactory Performance .....	24
4.5	Bidder’s Customer References .....	24

APPENDIX A .....  
    Bidder's Certifications and Assurances .....  
APPENDIX B .....  
    RFQQ Sample Contract .....  
APPENDIX C .....  
    Bidder Response Templates .....

## **SECTION 1**

### **1. SUMMARY OF SERVICES**

#### **1.1 Purpose**

The Office of the Secretary of State (OSOS) is initiating this Request for Qualifications and Quotations (RFQQ) to solicit responses from qualified Bidders for regular preventive maintenance on the HVAC system and controls for the computer room located in the Point Plaza East, Building One at 6880 Capitol Blvd. SE, Tumwater, WA 98501.

Through this RFQQ, OSOS seeks to establish rates for periodic preventive maintenance and non-scheduled services and repairs, as well as establish a mark-up for replacement of all operating parts that may burn out, wear out or fail.

#### **1.2 Background of Services**

The heating and cooling system in this room is a DAAD-0834 Air Cooled Split Air Conditioner System serving one room inside the building with a DARC-0934 outdoor system on the roof.

The awarded Contractor will provide preventive maintenance on a quarterly, semi-annual and annual basis and with non-scheduled services and repairs. The non-scheduled services and repairs are performed during regular business hours as needed. Non-scheduled services and repairs performed during non-business hours, however, are rare. As the need for non-scheduled services and repairs can be unpredictable, OSOS is not able to commit to an estimated number of hours, during business hours or otherwise, for a Contract resulting from this RFQQ, therefore, these figures are for reference only.

#### **1.3 Description of Services**

The awarded Contractor shall provide the services and staff, and otherwise do all the things necessary for, or incidental to, the performance of work, as set forth in the RFQQ Sample Contract's Statement of Work (see Appendix B1, Exhibit D). The desired result of this Contract is to extend the life of the computer room HVAC system with optimized performance and efficiency of the mechanical system.

#### **1.4 Supplies and Consumables**

The awarded Contractor shall provide consumable supplies to adequately meet the periodic preventive maintenance requirements. Such supplies may include belts, lubricants, cleaning supplies, replacement filters and other incidentals normally used or consumed during maintenance activities. The cost of maintenance supplies, such as those listed above, shall be included in the rate for preventive maintenance.

Replacement of parts and supplies, such as coils, compressors and fans, which fail due to age or other use may be invoiced separately (as Non-Scheduled Services & Repair parts and supplies), unless such replacement can be documented as having prematurely failed due to negligence or damage caused by the Contractor.

**1.5 Bidder Minimum Qualifications**

Bidders are required to:

- a. Be currently registered to do business in Washington State.
- b. Be in compliance with [RCW 49.28](#) and [RCW 39.12.020](#) Hours of Labor and Prevailing Wage requirements as directed by the Washington State Department of Labor and Industries.
- c. Have Key Personnel (service technicians) with a minimum of five (5) years’ experience in the care and maintenance of Data Aire Split System model DAAD-0834 type systems and who have been trained using standard industry practices and materials.
- d. Hold an EPA Section 608 Type II or Universal certification in order to handle R-410A refrigerants.
- e. Have the ability to provide 24/7 service support and be able to response to emergency service requirements, if necessary.
- f. Meet insurance and other mandatory requirements as set forth in the RFQQ Sample Contract: Appendix B1.

**1.6 Definitions**

The following terms appear in this RFQQ and have the following meanings.

<b>Amendment</b>	Shall mean a unilateral change issued by the Purchasing Entity, at its sole discretion.
<b>Apparently Successful Bidder (ASB)</b>	Shall mean the Bidder selected, based on the evaluation and cost scoring of the RFQQ, which best meet the needs of OSOS. OSOS uses the term Apparently Successful Bidder until the Contract is finalized and executed.
<b>Authorized Representative</b>	Shall mean an individual designated by the Bidder to act on its behalf and with the authority to legally bind the Bidder or Bidder concerning the terms and conditions set forth in this RFQQ and related documents.

<b>Bidder</b>	Shall mean an individual, organization, public or private agency, or other entity submitting a RFQQ Response in reply to this RFQQ.
<b>Business Days</b>	Shall mean Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the State of Washington.
<b>Contract</b>	Shall mean an agreement, or mutual assent, between two or more competent parties with the elements of the agreement being offer, acceptance, and consideration.
<b>Contractor</b>	Shall mean an Apparently Successful Bidder (ASB) who holds an awarded, fully executed, written Contract resulting from this RFQQ.
<b>OSOS</b>	Shall mean the Washington State Office of the Secretary of State.
<b>Equipment</b>	Shall mean the HVAC equipment located at Point Plaza East, Building One, 6880 Capitol Blvd. SE, Tumwater, WA. 98501. (see the RFQQ Sample Contract's Equipment Listing: Appendix B2 for details).
<b>Heating, Ventilation and Air Conditioning (HVAC)</b>	Shall mean the technology of indoor environmental comfort. HVAC system design is a major sub discipline of mechanical engineering, based on the principles of thermodynamics, fluid mechanics, and heat transfer.
<b>Split Air Conditioner System</b>	Data Aire air cooled system. Two main parts: the outdoor unit and the indoor unit. The outdoor unit is installed on the roof. The unit houses the compressor, condenser coil and the expansion coil or capillary tubing. The indoor unit contains the cooling coil, a long blower and an air filter.
<b>Key Personnel</b>	Shall mean the Bidder's proposed staff to provide work or services under this RFQQ.
<b>Non-Scheduled Services &amp; Repairs</b>	Shall mean on-site, un-scheduled maintenance or report of equipment and/or software which is not operating properly, which, in OSOS' sole opinion, requires immediate maintenance services.

<b>Preventive Maintenance</b>	Shall mean pre-planned, periodic, inspection, testing and maintenance, including all adjustments or parts replacement or other services required to keep the equipment and software in proper working order consistent with original manufacturer specifications and recommendations.
<b>RCW</b>	Shall mean the Revised Code of Washington. All references to RCW chapters or sections shall include any successor, amendment, or replacement statute.
<b>Responsive</b>	Shall mean a Bidder's Response that meets all material terms of the solicitation document.
<b>Response</b>	Shall mean the written Response submitted by Bidder to OSOS in accordance with this RFQQ. The Response shall include all material submitted by Bidder as of the date and time set forth in the RFQQ Procurement Schedule, Section 2.4, or as further requested by OSOS.
<b>RFQQ</b>	Shall mean Request for Qualifications and Quotations, and this document.
<b>RFQQ Coordinator</b>	Shall mean the OSOS named solicitation Coordinator, or designee, employed by OSOS, and the individual responsible for conducting this RFQQ.
<b>Services</b>	Shall mean those services to be provided by the Apparently Successful Bidder (ASB). For details, see the RFQQ Sample Contract, Statement of Work: Appendix B1, Exhibit D.
<b>State</b>	Shall mean the state of Washington.
<b>Statement of Work (SOW)</b>	Shall mean the services to be performed by the Contractor. See the RFQQ Sample Contract, Statement of Work: Appendix B1, Exhibit D, for details.
<b>Subcontractor</b>	Shall mean an individual, organization, public or private agency, or other entity not in the employment of Bidder, who will perform all or part of the services under the resulting contract, under a separate contract with the Bidder.
<b>Washington Administrative Code (WAC)</b>	Shall mean the "rules" or "administrative rules" designed to help the Washington state public comply with state laws, processes, and other requirements. All references to WAC chapters or sections shall include any successor, amended, or replacement regulation.



<b>Washington's Electronic Business Solution (WEBS)</b>	Shall mean the Bidder notification system maintained by the Washington State Department of Enterprise Services, located at: <a href="https://fortress.wa.gov/ga/webs/">https://fortress.wa.gov/ga/webs/</a> .
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## SECTION 2

### 2. PROCUREMENT PROCESS

#### 2.1 Procurement Contact Information

Upon release of this RFQQ, all parties must direct all communications concerning this solicitation to the RFQQ Coordinator listed below. OSOS may disqualify any Bidder who communicates to anyone besides the RFQQ Coordinator.

OSOS considers all oral communications unofficial and non-binding on OSOS. Bidders should rely only on written statements issued by the RFQQ Coordinator.

Patrick McDonald  
RFQQ 18-01 Coordinator  
Office of the Secretary of State  
PO Box 40220  
Olympia, WA 98504-0220  
E-mail: [patrick.mcdonald@sos.wa.gov](mailto:patrick.mcdonald@sos.wa.gov)

Bidders should base their Response on materials contained in this RFQQ, any related amendment(s), and any questions and answers directed through the RFQQ Coordinator.

Bidders will be responsible for communicating to the RFQQ Coordinator regarding any issues, exceptions, additions or omissions concerning the solicitation on or before the Response due date and time. Where requirements appear to prohibit or restrict your firm's participation, an explanation of the issue with suggested alternative language should be submitted in writing to the RFQQ Coordinator by the deadline for Bidder Questions as stated in the RFQQ Procurement Schedule, Section 2.4. If any changes to the RFQQ result from Bidders inquiries, amendments will be posted on WEBS: <https://fortress.wa.gov/ga/webs/>. All posted documents can also be downloaded from Secretary of State Website - <http://www.sos.wa.gov/office/procurements.aspx>

#### 2.2 Acceptance of RFQQ Terms and Binding Offer

Bidders must acknowledge the submission of their Response, including a signed Appendix A: Bidder's Certification and Assurances Form, as a binding offer.

#### 2.3 Contract Term

OSOS intends to execute one Contract as a result of this RFQQ.

The Contract term begins October 1, 2017 and continues through the June 30, 2019.

OSOS reserves the option to extend this Contract up to three (3) additional annual terms, for a possible total of four years nine months, with a maximum end date of June 30, 2022.

#### 2.4 Procurement Schedule

The Procurement Schedule outlines the tentative schedule for important action dates and times. All dates after the Response submission date are approximate and may be adjusted as conditions indicate. It is the Bidder's sole responsibility to periodically check WEBS: <https://fortress.wa.gov/ga/webs/> for RFQQ amendments. The Response deadlines are mandatory and non-negotiable. Failure to meet any the required deadlines will result in disqualification from participation. OSOS reserves the right to change the schedule below.

<b>RFQQ PROCUREMENT SCHEDULE</b>	
<b>ACTION ITEM</b>	<b>DATE (&amp; TIME)</b>
OSOS Posts Request for Qualifications and Quotations document on WEBS: <a href="https://fortress.wa.gov/ga/webs/">https://fortress.wa.gov/ga/webs/</a>	August 7, 2017
Question and Answer period	August 7 – 16, 2017
Site Visit	August 10, 2017
Last date for questions	August 16, 2017
Place complete list of Q&As on WEBS and OSOS website	August 18, 2017
Last amendment to RFQQ	August 22, 2017
Last day for complaint	August 24, 2017
Bidder's <b>Responses are Due</b> via email	August 31, 2017
OSOS Evaluates Responses	September 1 - 7, 2017
OSOS Anticipated Notification of Award Date.	September 8, 2017

Hold Debriefing Conferences (if requested)	September 11 -13, 2017
Protest Period (Refer to 2.27)	
Negotiate Contract	September 8 - 20, 2017
Start Work	October 1, 2017

**2.5 Washington Electronic Business Solutions (WEBS) Registration**

Bidders must register on the Washington State Washington Electronic Business Solutions (WEBS) on-line system at <https://fortress.wa.gov/ga/webs/>. In order to receive notification of any Amendments regarding this solicitation, when registering in WEBS, the Bidders should select at least one of the following Commodity Codes: 99247 and/or 949-55, and then download this RFQQ document. All posted documents can also be downloaded from Secretary of State Website - <http://www.sos.wa.gov/office/procurements.aspx>

**2.6 Minority and Women’s Business Enterprises (MWBE)**

In accordance with the legislative findings and policies set forth in RCW 39.19, the State of Washington encourages participations in all of its contracts by Minority and Woman Owned Business Enterprise (MWBE) firms either self-identified or certified by the Office of Minority and Women’s Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation or as a Subcontractor to a Bidder. While OSOS does not give preferential treatment, it does seek equitable representation from the minority and women’s business community. Bidders who are MWBE or intend to use MWBE subcontractors are encouraged to identify the participating firm on Appendix C1: Administrative Requirements Response. For questions regarding the above, or to obtain information on certified firms for potential sub-contracting arrangements, contact OMWBE at (360) 753-9693, or visit their website at: [www.omwbe.wa.gov](http://www.omwbe.wa.gov).

**2.7 Ethics**

RCW 42.52 contains specific restrictions applying to current or former state employees. Bidders should familiarize themselves with the restrictions prior to submitting a Response.

**2.8 General Terms and Conditions**

The Apparently Successful Bidder must agree to the OSOS’ terms and conditions in the RFQQ Sample Contract: Appendix B1.

In no event is a Bidder to submit its own standard agreement terms and conditions as a substitution for those in the RFQQ Sample Contract. However, the Bidder may submit, with its Response, proposed exceptions or modifications to the terms and conditions. Any proposed changes to OSOS' terms and conditions must be included in the Bidder's Response, Appendix C1, under the heading "Statements to the RFQQ Coordinator."

The foregoing should not be interpreted to prohibit either party from proposing additional terms and conditions during negotiation of the final agreement.

**2.9 Insurance**

The Apparently Successful Bidder (ASB) shall be required to obtain insurance to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the ASB, its Subcontractor(s), or their agents, while performing work under the terms of the Contract resulting from this solicitation. Bidders will find a complete description of the specific insurance requirements in the proposed contract terms in the RFQQ Sample Contract: Appendix B1.

**2.10 Hours of Labor and Prevailing Wage Requirements**

The resulting Contract from this RFQQ is subject to [RCW 49.28](#) and [RCW 39.12.020](#) Hours of Labor and Prevailing Wage requirements.

Should the Bidder be determined the Apparently Successful Bidder (ASB), they agree that no worker, laborer, or mechanic in their employment or their subcontractor will be permitted or required to work more than eight (8) hours in any one calendar day, or forty (40) hours in any one calendar week, provided that in cases of extraordinary emergency such as danger to life or property, the hours of work may be extended but in such cases the rate of pay for time employed in excess of the above shall be at the prevailing overtime rate of pay. Except, contracts will not require the payment of overtime rates for the first two hours worked in excess of eight (8) hours per day when the employer has obtained the employee's agreement (as defined in [WAC 296-127-022](#)) to work a four-day, ten-hour work week.

The Department of Labor and Industries will publish prevailing wage rates on the first business day of February and August of each year. The wage rates will become effective thirty (30) days following publication. For all contracts, the prevailing wage rates which are in effect on the RFQQ opening date or on the effective date of any extension of the contract are the wage rates that must be paid for the duration of the contract.

County	Trade	Job Classification	Wage
Thurston	Heating Equipment Mechanics	Journey Level	

Questions should be directed to the Industrial Statistician, Department of Labor and Industries, Employment Standards Division, PO Box 44540, Tumwater, WA 985044540 (Telephone 360-902-5334).

The ASB must submit to the Industrial Statistician of the Department of Labor and Industries a "Statement of Intent to Pay Prevailing Wages." A copy of the approved intent statements must be submitted to OSOS in order to receive the first progress payment on this Contract. Following final acceptance of the project, the ASB must submit to the Industrial Statistician an "Affidavit of Wages Paid." An approved affidavit must be submitted to OSOS before they are authorized to make the final payment on this Contract.

Each "Statement of Intent to Pay Prevailing Wages" or "Affidavit of Wages Paid" submitted for approval to the Industrial Statistician must be accompanied with the current filing fee.

A copy of the approved Statement of Intent to Pay Prevailing Wages shall be posted at the job site with the address and telephone number of the Industrial Statistician, where a complaint or inquiry concerning prevailing wages may be made. If a dispute arises as to what are the prevailing rates of wages for a specific trade, craft or occupation, and such dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries, and his/her decision shall be final, conclusive and binding on all parties involved in the dispute.

Vocationally handicapped workers, i.e., those individuals whose earning capacity is impaired by physical or mental deficiency or injury, may be employed at wages lower than the established prevailing wage. The Fair Labor Standards Act requires that wages based on individual productivity be paid to handicapped workers employed under certificates issued by the Secretary of Labor. These certificates are acceptable to the Department of Labor and Industries. Sheltered workshops for the handicapped may submit a request to the Department of Labor and Industries for a special certificate, which would, if approved, entitle them to pay their employees at wages, lower than the established prevailing wage.

Prevailing wage requirements do not apply to:

- a) Sole owners and their spouses.
- b) Any partner who owns at least 30% of a partnership.
- c) The president, vice-president, and treasurer of a corporation if each one owns at least 30% of the corporation.
- d) Workers regularly employed on monthly or per diem salary by state or any political subdivision created by its laws.

The ASB shall complete, file, and pay all filing fees as required by the Department of Labor and Industries.

## **2.11 Contract Performance**

If the Bidder has had a contract terminated for default during the past five (5) years, all such incidents must be described. Termination for default is defined as notice to stop performance due to the Bidder's non-performance or poor performance and the issue was either (a) not litigated; or (b) litigated and such litigation determined the Bidder to be in default.

The Bidder must submit full details of all terminations for default experienced by the Bidder during the past five (5) years including the other party's name, address and telephone number. The Bidder must present their position on the matter. OSOS will evaluate the facts and may, at its sole discretion, reject the Bidder's Response if the facts discovered indicate that completion of a Contract resulting from this RFQQ may be jeopardized by selection of the Bidder. If no agreement has been terminated for default in the past five (5) years, the Bidder must state so.

## **2.12 Proprietary Information/Public Disclosure**

All materials submitted in response to this RFQQ shall become the property of OSOS upon submission.

Any information contained in the Response that is considered proprietary or confidential by the Bidder must be clearly designated. Marking of the entire Response or entire sections of the Response as proprietary or confidential will not be accepted nor honored. OSOS will not accept Responses where pricing is marked proprietary or confidential, and the Response will be rejected.

To the extent consistent with Chapter 42.56 RCW, the Public Disclosure Act, OSOS shall maintain the confidentiality of Bidder's information marked confidential or proprietary. If a request is made to view Bidder's proprietary information, OSOS will notify Bidder of the request and of the date that the records will be released to the requester unless Bidder obtains a court order enjoining that disclosure. If Bidder fails to obtain the court order enjoining disclosure, OSOS will release the requested information on the date specified.

The State's sole responsibility shall be limited to maintaining the above data in a secure area and to notify Bidder of any request(s) for disclosure for so long as OSOS retains Bidder's information in OSOS records. Failure to so label such materials or failure to timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Bidder of any claim that such materials are exempt from disclosure.

### **2.13 Site Visit**

In order to better acquaint themselves with the required services and location, a Site Visit is scheduled from 2:00 to 3:00 pm on August 10, 2017. This Site Visit is not mandatory.

The Site Visit will be conducted at the Point Plaza East, Building One located at 6880 Capitol Blvd. SE, Tumwater, WA. 98501.

Bidders will meet with the RFQQ Coordinator in the lobby at the front door. The Site Visit tour will begin promptly at 2:00 pm and may last one (1) hour.

The Site Visit will involve accessing stairs and confined spaces to reach building system components. Bidders should wear comfortable shoes and dress appropriately.

As verbal answers to RFQQ questions are non-binding, OSOS recommends Bidders bring a notepad and pen to make a note of any questions they may have during the Site Visit. See Section 2.16 below for additional information regarding RFQQ questions and how they will be officially answered.

### **2.14 Questions and Answers**

Bidders may send questions concerning this RFQQ to the RFQQ Coordinator, through Wednesday, August 16, 2017. OSOS prefers that questions be sent via email, with the words “*RFQQ 18-01 Questions*” in the subject line.

Only written questions will receive an official written response from OSOS via a RFQQ Amendment issued on WEBS: <https://fortress.wa.gov/ga/webs/>, on or around the date specified in the RFQQ Procurement Schedule, Section 2.4. Bidders who have properly registered and downloaded the original solicitation directly via WEBS System: <https://fortress.wa.gov/ga/webs/> will receive notification of amendments and other correspondence pertinent to the procurement. All Q&As and amendments to the solicitation will also be posted at the Office of the Secretary of State website - <http://www.sos.wa.gov/office/procurements.aspx>

OSOS considers all oral communications unofficial and non-binding on OSOS. Bidders should rely only on written statements issued by the RFQQ Coordinator.

### **2.15 Amendment/Addenda**

OSOS may amend the requirements of this RFQQ any time prior to the due date for Responses. OSOS may amend the RFQQ Procurement Schedule, Section 2.4, and subsequent due date for Responses. OSOS may amend the dates remaining action items at any time.

OSOS may correct errors in the solicitation document identified by OSOS or a Bidder. Any changes or corrections will be by one (1) or more written amendments(s), dated, and

attached to or incorporated in and made a part of this solicitation document. All changes must be authorized and issued in writing by the RFQQ Coordinator.

If there is any conflict between amendments, or between an amendment and the RFQQ, whichever document was issued last shall be controlling.

Bidders who have properly registered and downloaded the original solicitation via the Washington's Electronic Business Solution System (WEBS), <https://fortress.wa.gov/ga/webs/>, will receive notification of amendments and other correspondence pertinent to this procurement. All Q&As and amendments to the solicitation will also be posted at the Secretary of State website - <http://www.sos.wa.gov/office/procurements.aspx>

### **2.16 Nonresponsive Responses**

The RFQQ Coordinator shall review all Bidder Responses to determine compliance with administrative requirements and instructions specified in this RFQQ. OSOS may reject a Response at any time as nonresponsive for any of the following reasons:

- Incomplete Response
- Submission of a Response that proposes services that deviate from the technical requirements set forth in this document and the RFQQ Sample Contract
- Failure to comply with any part of this RFQQ or any exhibit to this RFQQ
- Submission of incorrect, misleading, or false information

### **2.17 Minor Irregularities**

OSOS may waive minor administrative irregularities related to any Response.

### **2.18 Errors in Bidder Response**

Bidders are liable for all errors or omissions contained in their Responses. Bidders will not be allowed to alter response documents after the deadline for response submissions.

OSOS reserves the right to contact Bidder for clarification of Response contents. In those cases where it is unclear to what extent a requirement or price has been addressed, the evaluation team may, at their discretion and acting through the RFQQ Coordinator, contact a Bidder to clarify specific points in the submitted Response.

OSOS reserves the right to waive minor administrative irregularities contained in any Bidder response. Additionally, OSOS reserves the right, at its sole option, to make corrections to a Bidder's Response when an obvious arithmetical error has been made in a rate quotation.

Bidders will not be allowed to make changes to their quoted rates after the Response submission deadline.



### **2.19 Cost of Preparing Responses**

OSOS is not liable for any costs incurred by Bidder in the preparation and presentation of the Responses submitted in reply to this RFQQ solicitation.

### **2.20 Joint Responses**

Bidders submitting a joint Response with one (1) or more other Bidders must designate the prime Bidder. The prime Bidder shall act as OSOS' sole point of contact and shall sign the Contract and any amendments, and will bear sole responsibility for performance under the Contract.

### **2.21 Use of Subcontractors**

OSOS will accept Responses that include third party involvement only if the Bidder submitting the Response agrees to take complete responsibility for all actions of such subcontractors. Bidders must disclose the use of subcontractors. Any subcontractors engaged after award of the prime Contract must be pre-approved by OSOS.

### **2.22 Appendixes**

RFQQ Appendixes are:

- Appendix A: Bidders Certification and Assurances Form
- Appendix B: Sample Contract (two separate documents)
  - B1: Sample Contract
  - B2: Sample Contract's Exhibit C: Equipment Listing
- Appendix C: Bidder Response Templates (three separate documents)
  - C1: Administrative Requirements
  - C2: Qualifications/Experience & Service
  - C3: Quotation

Bidders must download a complete copy of this RFQQ, all Appendixes, and any forthcoming Amendments. Bidders may access the RFQQ documents via WEBS: <https://fortress.wa.gov/ga/webs/>. Bidders experiencing difficulty downloading the documents should contact the RFQQ Coordinator.

### **2.23 Withdrawal of Responses**

After a Response has been submitted, Bidders may withdraw a Response from consideration at any time up to the Response due date and time specified in the RFQQ Procurement Schedule, Section 2.4. Bidders must submit to the RFQQ Coordinator a written request signed by an authorized representative of the Bidder. After withdrawing a previously submitted Response, Bidders may submit another Response at any time up to the Response submission deadline.

### **2.24 Response Property of OSOS**

All materials submitted in response to this solicitation become the property of OSOS, unless received after the deadline in which case the Response is returned to the sender.

OSOS has the right to use any of the ideas presented in any materials offered. Selection or rejection of a Response does not affect this right.

### **2.25 OSOS Award Announcement**

OSOS shall contact the Bidder who is determined as the Apparently Successful Bidder (ASB) to confirm their acceptance of the Contract. Upon the ASB's acceptance, OSOS shall distribute a Notification of Award on WEBS: <https://fortress.wa.gov/ga/webs/> to all responding Bidders announcing the ASB. OSOS considers the Award Date as the date that Notification of Award is distributed through WEBS. The anticipated Award Date is listed in the RFQQ Procurement Schedule, Section 2.4.

OSOS shall not give Award results over the phone.

### **2.26 Debriefing of Unsuccessful Bidders**

Upon request, a debriefing conference will be scheduled with an unsuccessful Bidder. The request for a debriefing conference must be received by the RFQQ Coordinator within three (3) business days after the Notification of Award is distributed via WEBS.

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

### **2.27 Protest**

#### **a. Grounds for Protest**

For a protest to be considered, the protest must be based on:

- A matter of bias, discrimination, or conflict of interest on the part of an evaluator; and/or
- Errors in computing the score; and/or
- Failure to follow procedures established in this solicitation document, or applicable laws and regulations.

Protests not based on these criteria will not be considered.

#### **b. Procedure**

The protest process occurs after the bids are submitted, evaluated and the announcement of the apparent successful bidder (ASB) is made. This procedure is available to Bidders who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the Consultant is allowed five (5) business days to file a protest with the RFQQ Coordinator. Protests may be submitted by FAX or by e-mail with the RFQQ Coordinator, but be followed by the original document.

c. Format and Content

Bidders making a protest must include in their written protest all facts and arguments upon which the Bidder relies. Bidders must, at a minimum, provide the following:

- Information about the protesting Bidder: name of firm, mailing address, phone number, and name of individual responsible for submission of the protest. An authorized agent of the Bidder must sign the protest letter.
- The specific facts and arguments as the basis for the protest
- Any relevant exhibits or evidence supporting the protest
- Specific reference to the grounds for the protest
- Description of the relief or corrective action requested

d. Review Process

Upon receipt of a Bidder's protest, OSOS may postpone signing a Contract with the ASB until the Bidder protest has been resolved.

OSOS shall perform an objective review of the protest, by individuals not involved in the acquisition process being protested. The review shall be based on the written protest material submitted by the Bidder and all other relevant facts known to OSOS.

OSOS shall render a written decision to the Bidder within ten (10) business days after receipt of the protest, unless more time is needed. OSOS shall notify the protesting Bidder if additional time is necessary.

e. Determination

OSOS shall determine one of the following:

- Find the protest lacking in merit and uphold OSOS' action;
- Find only technical or harmless errors in OSOS' acquisition process conduct, determine OSOS to be in substantial compliance, and reject the protest;
- Find merit in the protest and provide options that may include:
  - Correct errors and reevaluate all Responses; or
  - Reissue the solicitation document; or
  - Make other findings and determine other courses of action as appropriate.

If an awarded Contract is terminated as a result of a protest, OSOS shall not be liable to the Contractor for, and the Contractor shall not claim against OSOS, any alleged (a) RFQQ Response preparation charges, (b) cost incurred to ensure that the Contractor's RFQQ is responsive, (c) claims for anticipated lost profits, or (d) claims for damages.

**2.28 Non-endorsement**

The award of this Contract to a Bidder is not in any way an endorsement by the state or

OSOS of the Bidder or Bidder's Services, and shall not be construed as such by Bidder in any advertising or other publicity materials.

By submitting a Response to this RFQQ, the Bidder agrees to make no reference to OSOS in any literature, promotional materials, brochures, sales presentations or the like without the prior written consent of OSOS.

## **2.29 Contract Execution**

The Bidder with the highest Bidder's Total Score shall be recommended to OSOS management as the Apparently Successful Bidder (ASB). Once the ASB is announced via WEBS, contract negotiations with the ASB may begin.

OSOS requires the Apparently Successful Bidder (ASB) to enter into an agreement with OSOS which is substantially the same as the agreement included with this RFQQ (See the RFQQ Sample Contract: Appendix B1 and B2) and to sign any subsequent amendments to address specific work or services as needed.

OSOS may negotiate the specific wording of the Statement of Work, based on the requirements of this RFQQ and the terms of the ASB's RFQQ Response.

If the ASB fails to sign the final contract within five (5) Business days of delivery to the Bidder, OSOS may elect to cancel the award and award the agreement to the next highest-ranked Bidder.

## SECTION 3

### 3. RFQQ RESPONSE FORMAT, CONTENTS & SUBMISSION

Bidders must answer all questions and provide all items as part of their RFQQ Response to be considered responsive, even though OSOS may not score certain items.

#### 3.1 Electronic Submission of RFQQ Response

##### **ONLY ELECTRONIC RESPONSES WILL BE ACCEPTED**

Responses must be submitted electronically with all attachments to the Response emails in Adobe PDF format. Zipped files cannot be received by OSOS and cannot be used for submission of Response.

Bidders must submit their Response via email directly to the RFQQ Coordinator (contact information is listed in Section 2.1) by the due date and time specified in the RFQQ Procurement Schedule, Section 2.4.

The Response email subject line should state *“Response for RFQQ 18-01”*. Failure to type this notation on the Bidder’s Response email may cause OSOS to consider the Response non-responsive.

For larger files, it is recommended that Bidders use more than one (1) email to submit their Response. If so, Bidders must state on each email how many emails are indicated (i.e. Part 1 of 3) to complete the Response.

OSOS does not assume responsibility for problems with the Bidders’ email. If OSOS’ email is not working, appropriate allowances will be made. Responses may not be submitted in hard copy or transmitted using facsimile transmission.

Bidders are responsible for allowing sufficient time to ensure timely electronic receipt of their Response by the RFQQ Coordinator. OSOS will not accept late bids, nor grant time extensions. OSOS may disqualify late bids from further consideration.

#### 3.2 RFQQ Response Content

##### **A. Administrative Requirements Response: Appendix C1 – Not Scored**

Although Bidders are required to submit the information listed below using Appendix C1 attached to the Bidder’s Response email, these items will not be scored. The Response must be in English, using a font size no less than 12 point, for OSOS to consider the Bidder’s Response as responsive.

- 1) Business name, address, principle place of business, telephone number, and email address of legal entity or individual for an OSOS contact.
- 2) The name of the contact person for this RFQQ. The person who submits the emailed Response is authorized to contractually bind the Bidder's firm.
- 3) Bidder's Federal Tax Identifier number.
- 4) Bidder's Washington State Uniform Business Identifier (UBI) number.
- 5) If available, Bidder to identify their Prompt Payment Discount (i.e. 5% Net 30).
- 6) A list of all RFQQ amendments downloaded by the Bidder from WEBS in order by amendment number and date. If there are no RFQQ amendments, include a statement to that effect.
- 7) Confirmation Bidder is currently registered to do business in the State of Washington.
- 8) A list of four (4) customer references where the Bidder provided similar services as described in this RFQQ and the RFQQ Sample Contract. Please include any sites where your company is servicing or served hydronic loop (HLS), water source heat pumps and/or variable refrigerant flow (VRF) systems. This reference list must include:
  - Agency/Company Name
  - Address
  - Contact Name
  - Contact Telephone Number
  - Contact Email Address
  - Advise if this Reference has HLS and/or VRF systems your firm serviced

OSOS may contact your references to investigate past performance.

- 9) A detailed contract history listing current and previous contracts, including a statement if the Bidder's performance on any contract was unsatisfactory and resulted in a contract termination. If yes, provide a list of those contracts terminated. If no agreement has been terminated for default in the past five (5) years, the Bidder must state so. See Section 2.12 for additional information regarding notice of previous contract termination.
- 10) Confirmation, should Bidder be awarded the resulting Contract, the Bidder will comply with Washington State's Hours of Labor and Prevailing Wage

requirements. See Section 2.11 and the RFQQ Sample Contract: Appendix B1, for additional details.

11) A list of the Bidder's Key Personnel (service technicians), whether employees of the Bidder or their subcontractor(s), who would provide services to OSOS.

This information must include:

- Name
- Description of work experience and number of years performed
- OEM certifications attained, identifying OEM and product lines
- Description of training/education and approximate year(s) attended

12) Statement if any officer and/or employee of the Bidder is or was an employee of any agency of the State of Washington during the twenty-four (24) months preceding the Response Due Date of this RFQQ, Bidder must provide the individual's name, employing agency, job title while with the agency, and separation date. If the Bidder does not have any employees fitting these criteria, the Bidder must state so.

13) Confirmation of Bidder's ability to provide copies of required insurance coverage as outlined in RFQQ Sample Contract, Statement of Work: Appendix B1, Exhibit D, such they be selected as the Apparently Successful Bidder.

14) Verification of Bidder's ability to provide 24/7 service support and to respond to emergency service requirements.

15) If applicable, identification of the sections of the Bidder's Response which the Bidder considers "Proprietary or Confidential" information.

16) A statement addressing how Bidder meets the Bidder Minimum Requirements listed in Section 1.5.

17) Any statements the Bidder wants to convey to the RFQQ Coordinator, including any variations between the Response and the RFQQ.

18) Optional statement identifying Bidder's firm, or Bidder's subcontractor, as OMWBE Certified. See Section 2.7 for additional details on this optional requisite.

19) Submit the following completed and/or scanned documents as attachments to their electronic email Response for OSOS to consider the Response responsive:

- a) Appendix A: Bidders Certification and Assurances Form (signed)

- b) Appendix C1: Administrative Requirements
- c) Appendix C2: Qualifications/Experience Response
- d) Appendix C3: Quotation Response (this document must be a separate PDF than the other attachments)
- e) Copy of current Washington State Business License
- f) Business resume that verifies Bidder's minimum of five (5) years' experience providing similar services.
- g) Copy of the Bidder's EPA Section 608 Type II or Universal certification (in order to handle R-410A refrigerants)

**B. Qualifications/Experience & Service Responses: Appendix C2 – Scored**

Bidders must provide answers to the following questions that demonstrate their qualifications, knowledge, skills, and abilities in providing the services as outlined in the RFQQ Sample Contract, Statement of Work (Appendix B1, Exhibit D) using Appendix C2. The Qualifications/Experience & Service Responses must be attached to the Bidder's Response email as a PDF document. The Bidder's Response must be in English, using a font size no less than 12 point, for OSOS to consider the Bidder's Response as responsive.

If Bidders provide additional attachments as part of their answers, Bidders must label each attachment with the corresponding Qualifications/Experience or Service question number, and include them as part of their Response.

If Bidders respond to these questions with designated key personnel in mind who will provide the services, the Apparently Successful Bidder (ASB) is bound to utilize those key personnel in providing services. An awarded contract may include provisions specific to key personnel and additional requirements.

Bidders must not mention their Quotation Responses in the Qualifications/Experience and/or Service Responses.

OSOS shall score the Bidders' Qualifications/Experience & Service answers using an evaluation team. Each evaluator shall assign a score up to the maximum points available for each section. OSOS shall determine the average total score as an average of all evaluators' scores. See Section 4: Evaluation for additional information.



**Qualifications/Experience Questions – Total Possible Points: 40 Points**

**Qualifications/Experience Question #1 –**

*Describe your firm's experience servicing Data Aire Split System model DAAD-0834 type system to include evaporator fan motors, compressors, and condenser fan motors.*

**Qualifications/Experience Question #2 –**

*Describe the selection of and training programs for the Key Personnel (service technicians) who would be assigned to this contract.*

**Qualifications/Experience Question #3 –**

*Are your technicians certified by any national certification organizations, such as MSCA (Mechanical Service Contractors of America) or NATE (North American Technician Excellence)? If so, how many of your service technicians are certified? And, is your service organization certified by a national organization?*

**Qualifications/Experience Question #4 –**

*Indicate how your firm ensures your service technicians' HVAC licensure requirement (6A or 6B), as well as continuing education requirements (for relicensing) are adhered to.*

**Service Questions – Total Possible Points: 40 Points**

**Service Question #1 –**

*Provide a schedule of maintenance for all units in the HVAC system including steps to take, e.g., filters to replace, belts inspected, etc.*

**Service Question #2 –**

*For the equipment identified in the RFQQ Sample Contract, Equipment Listing: Appendix B2, provide examples of how your firm would document recommendations for repairs and determine estimates.*

**Service Question #3 –**

*For non-emergency calls for service or troubleshooting, indicate your standard response time. Please include the response interval for dispatching a service technician after receipt of call. What is the latest time during the day that we can call in and still receive a same day response?*

**Service Question #4 –**

*For after-hours emergency calls, describe the process for responding. Do you have 24/7 live customer service representative(s)? Do you have an emergency evaluation procedure in place? If so, please describe your system and the process.*

Service Question #5 –

*Is your firm's service software system capable of tracking repair histories by each piece of equipment? Can you generate Ad Hoc reporting on repair histories for your customers? If so, in what computer format can you provide it and in what time frame?*

Service Question #6 –

*Describe your firm's process and procedures for scheduling, performing and documenting quarterly, semi-annual and annual basis maintenance plans.*

**C. Quotation Response; Appendix C3 – Scored**

Bidders must provide rate Quotations using Appendix C3 which identify their all-inclusive rates to provide services, as outlined in the RFQQ Sample Contract, Statement of Work (Appendix B1, Exhibit D).

The Response must be attached to the Bidder's Response email, as a PDF document. The Bidder's Response must be in English, using a font size no less than 12 point, for OSOS to consider the Bidder's Response as responsive.

Bidders must provide only one (1) rate for each Quotation question. Quotations should not include tax. The Apparently Successful Bidder's (ASB) Quotation Response rates must remain fixed for the awarded contract during the Contract's period of performance.

If Bidders provide additional attachments as part of their answers, Bidders must label each attachment with the corresponding quotation question number, and include them as part of their Response.

OSOS shall review Bidders' submitted rates and score according to a low cost calculation up to the maximum points allowed. See Section 4: Evaluation for additional information.

**Quotation Questions: Total Possible Points – 20 Points**

Question #1 – Quotation Response

*What is your Quarterly, Semi-annual and Annual basis Preventive Maintenance Services Rate for the services described in the RFQQ Sample Contract, Scope of Work (Appendix B1, Exhibit D)?*

Question #2 – Quotation Response

*What is your Non-Scheduled Services & Repairs Hourly Rate for services handled during normal business hours?*

Question #3 – Quotation Response

*What is your Non-Scheduled Services & Repairs Hourly Rate for services handled during non-business hours?*

Question #4 – Quotation Response

*What is your Percentage (%) Mark-Up Over Bidder's Cost Rate for nonscheduled services & repairs' parts and supplies? (for those parts and supplies not supplied during quarterly/annual preventive maintenance)*

For Quotation Question #4 above, the Parts and Supplies “Percentage Mark-Up Over Bidder's Cost” Rate should not exceed 20%.

## SECTION 4

### 4. RFQQ EVALUATION

OSOS' evaluation criteria reflect a wide range of considerations. While the Bidder's quotations are important, other factors are also significant. Careful selection of the Apparently Successful Bidder (ASB) depends up OSOS' assessment of the Bidder's quality of services, the Bidder's potential impact on OSOS' services, and other qualitative and quantitative considerations. Consequently, OSOS may select a Bidder that is not necessarily proposing the lowest cost solution. The objective is to choose a reliable and experienced Bidder capable of providing effective services at a reasonable value to the state.

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

The evaluation process is described below.

#### 4.1 Initial Screening of Response for Responsiveness

OSOS shall initially screen each Response to determine if the Bidder has complied with the Administrative Requirements (see Section 3.2.A) and other submittal instructions. OSOS shall not assign any points for this initial screening process.

If a Response does not meet both the Administrative Requirements and other submittal instructions, OSOS may consider the Response non-responsive and withdraw it from consideration. OSOS shall notify non-responsive Bidder(s) and provide a reason for rejection.

If a Response meets all Administrative Requirements and other submittal instructions, OSOS shall consider and evaluate the Response in accordance with this RFQQ documents and any RFQQ amendments.

**4.2 Evaluation Weighting and Scoring**

OSOS shall designate an evaluation team of at least three (3) evaluators to review, evaluate, and score the Qualification/Experience Response and the Service Response. Either the RFQQ Coordinator, or an OSOS designated person, shall score the Quotation Response.

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

<b>Qualifications/Experience &amp; Service – 80%</b>	
Qualifications/Experience.....	40 points (maximum)
Service.....	40 points (maximum)
<b>Points Possible</b>	<b>80 Points</b>
<b>Quotation Section – 20%</b>	
Quotation.....	20 points (maximum)
(Maximum points available per Quotation Question - for Question # 1: 8 points; for Question # 2: 4 points; for Question # 3: 2 points; for Question # 4: 6 points)	
<b>Points Possible</b>	<b><u>20 Points</u></b>
<b>Total Possible Points Available</b>	<b><u>100 Points</u></b>

**4.3 Computation**

Each Bidder’s points will be added together to determine the individual Bidder’s total points earned for each Section.

Regarding the Quotation Section, the Bidders who provide the lowest rate for each of the four (4) Quotation questions will receive the maximum number of points for that individual question.

**4.4 Rejection Due to Unsatisfactory Performance**

OSOS is allowed to reject Responses of any Bidder who has failed to perform satisfactorily under any previous contract with the state. OSOS shall notify a Bidder of such a rejection.

**4.5 Bidder’s Customer References**

OSOS may contact references to investigate past performance.

OSOS reserves the right to solicit and substitute customer references to determine the sufficiency of the Bidder’s level of responsibility.

OSOS may, at its sole discretion, reject the Bidder's Responses if the Bidder's Customer References report the Bidder's inability to comply with one or more of the Administrative Requirements.

## APPENDIX A

### Bidder's Certifications and Assurances

We make the following certifications and assurances as a required element of the Response, understanding that the truthfulness and accuracy of the facts affirmed here and the continuing compliance with these requirements and all mandatory requirements of the Request for Quotation and Qualifications (RFQQ) Number 18-01 are conditions precedent to the award or continuation of the resulting Contract.

We certify the accuracy of all the information in our Response to OSOS' RFQQ 18-01. The Quotation Response has been determined independently, without consultation, communication or agreement with others for the purpose of restricting competition.

This Response is a firm offer for a period of sixty (60) days following the Response Due Date specified in the RFQQ, and it may be accepted by OSOS without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60 day effective quote period. In the case of protest, the Response remains valid until the protest resolved or the 60 day quote period has expired, whichever is later.

In preparing this Response, we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to OSOS' RFQQ, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in our firm, or in the award of a Contract to our firm. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document)

We understand that the OSOS will not reimburse us for any costs incurred in the preparation of this Response. All Responses become the property of OSOS, and we claim no proprietary right to the ideas, writings, items or samples unless so stated in specified sections of the Response. We further understand that the marking of the entire Response or the pricing as proprietary will not be honored. We understand that signing and submitting this Certifications and Assurances Form constitutes our acceptance of the procedures, evaluation criteria, and administrative, financial and technical requirements of this RFQQ.

We understand that any Contract awarded, as a result of the RFQQ may incorporate all OSOS' RFQQ requirements. The contents of this Response and all terms and conditions appearing in the RFQQ Sample Contract: Appendix B. Submission of a Response and execution of this Certifications and Assurances document certify our willingness to comply with these or substantially similar terms if selected as the apparently successful Bidder. It is further understood that under no circumstances will a Bidder submitted agreement be considered as a replacement for the terms and conditions appearing in OSOS' Request for Quotation and Qualifications 18-01, Appendix B: RFQQ Sample Contract.

The signatory below represents that he/she has the authority to bind the company named below to the Response submitted and any contract awarded as a result of this RFQQ.

---

Bidder Signature

---

Bidder Company Name

---

Print Name and Title

---

Date

## **APPENDIX B**

### **RFQQ Sample Contract**

The RFQQ Sample Contract is attached separately and identified as Appendixes B1 and B2. Bidders should carefully review all details in the RFQQ Sample Contract prior to submitting their Response.

## **APPENDIX C**

### **Bidder Response Templates**

The three (3) Bidder Response Templates are attached separately and are identified as Appendixes C1, C2, and C3. Bidders should carefully review all details in the RFQQ prior to submitting their Response.