REQUEST FOR PROPOSALS – NO. 00218
COOPERATIVE PURCHASING AGREEMENT
FOR
POLICE RADAR/LIDAR SPEED ENFORCEMENT & SPEED ADVISORY SYSTEMS, PARTS, AND ACCESSORIES

INTRODUCTION

This Request for Proposals (RFP) is a competitive procurement for Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts, and Accessories ("Police Radar/Lidar Products") that conform to the Conforming Product List ("CPL") as set forth in Exhibit B – Specifications. The procurement is for (1) new Police Radar/Lidar Products; and (2) replacement parts and accessories.

Cooperative Purchasing Agreement: Pursuant to RCW 39.26.060, the Washington Department of Enterprise Services (Enterprise Services) is authorized to participate in sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any goods or services with one or more states, state agencies, local governments, local government agencies, federal agencies, or tribes located in Washington, in accordance with an agreement entered into between the participants. Enterprise Services, pursuant to an agreement with NASPO ValuePoint Cooperative Purchasing Program, is serving as 'Lead State' in conducting the competitive procurement and resulting Master Agreements for Police Radar/Lidar Products. Enterprise Services intends to use the RFP to establish Master Agreements with qualified Offerors to provide Police Radar/Lidar Products for Washington State and all NASPO ValuePoint Participating States and authorized Participating Entities.

NASPO ValuePoint. NASPO ValuePoint is a cooperative purchasing program of all 50 states, the District of Columbia and the territories of the United States. The Program is facilitated by the NASPO Cooperative Purchasing Organization LLC, a nonprofit subsidiary of the National Association of State Procurement Officials (NASPO), doing business as NASPO ValuePoint. NASPO is a non-profit association dedicated to strengthening the procurement community through education, research, and communication. It is made up of the directors of the central purchasing offices in each of the 50 states, the District of Columbia and the territories of the United States. NASPO ValuePoint facilitates administration of the cooperative group-contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. For more information consult the following websites www.naspovaluepoint.org and www.naspo.org.

Participating Entities. The resulting Master Agreement(s) from this RFP will be available for use by the State of Washington and any NASPO ValuePoint cooperative purchasing member – i.e., any state, the District of Columbia, or territory of the United States (collectively "State"). Participation shall be through a Participation Addendum to participate in the Master Agreement(s); *Provided*, however, that such Participating Addendum must be executed by the chief procurement official for the applicable State which may authorize local participation in accordance with applicable State law; and *Provided further*, that such Participating Addendum shall not change the terms and conditions set forth in the Master Agreement(s). Any State that executes such Participating Addendum is a 'Participating State,' and its authorized participants (purchasers) are 'Purchasing Entities.' Some local governments, political subdivisions, and other authorized entities under the applicable state may be permitted by the chief procurement official to execute a Participating Addendum and also become a Participating Entity.

- PARTICIPATING STATES. In addition to Washington, the Lead State conducting this solicitation, the following Participating States have requested to be named in this RFP as potential users of the resulting Master Agreement(s):
  - Hawaii
  - Illinois
  - Montana
  - Oregon
  - South Dakota
  - Utah
  - Vermont

  Other States may choose to execute a Participating Addendum after award of the Master Agreement(s).

  Some States may have included additional special or unique terms and conditions for their state that will govern their state Participating Addendum. These terms and conditions are being provided as a courtesy to Offerors to indicate which additional terms and conditions may be incorporated into the Participating Addendum of such states after award of the Master Agreement(s). The Lead State will not address questions or concerns or negotiate other States' terms and conditions. The Participating States shall negotiate these terms and conditions directly with the supplier.

  The form of the Participating Addendum for the State of Washington as well as the Participating Addendum template for other Participating or Purchasing Entities is attached:

  - *Exhidit D-1: Participating Addendum – State of Washington (Lead State)*
  - *Exhibit D-2: Participating Addendum Template – State of XXXXX*

This RFP is divided into four (4) sections:

- Section 1 provides a summary table of relevant deadlines for responding to the RFP and identifies contact information for the RFP Procurement Coordinator.
- Section 2 provides important information about the procurement.
- Section 3 identifies how to prepare and submit a proposal for this RFP, including detailed instructions regarding what to submit and how to submit your proposal.
- Section 4 identifies how Enterprise Services will evaluate the proposals.

In addition, this RFP includes the following Exhibits:

- *Exhibit A – Required Offeror Information*: These exhibits identify information that Offerors must provide to Enterprise Services to constitute a responsive bid. *See* Section 3, below.
  - Exhibit A-1 – Offeror's Certification
  - Exhibit A-2 – Offeror's Profile
  - Exhibit A-3 – Offeror's Wage Theft Prevention Certificate
  - Exhibit A-4 – Offeror's Workers' Rights Certificate

- *Exhibit B – Police Radar/Lidar Speed Enforcement, Speed Advisory, Parts, and Accessories Products Specifications*: This exhibit outlines the required specifications for the Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts, and Accessories that are the subject of this RFP.
- *Exhibit C – Price Worksheet*: This exhibit provides the pricing information that Offerors will complete as part of their proposal and the price evaluation tool that Enterprise Services will use to evaluate proposals.
- Exhibit D – Participating Addendum Templates
  - Exhibit D-1 – Participating Addendum for Enterprise Services (Lead State)
  - Exhibit D-2 – Participating Addendum Template for other Participating or Purchasing Entities
- *Exhibit E – Master Agreement*: This exhibit is the Master Agreement that the successful Offeror(s) will execute with Enterprise Services.
- *Exhibit F – Complaint, Debrief, & Protest Requirements*: This exhibit details the applicable requirements to file a complaint, request a debrief conference, or file a protest regarding this RFP.
- *Exhibit G – Doing Business with the State of Washington*: This exhibit provides information regarding contracting with the State of Washington.

SECTION 1 – DEADLINES, QUESTIONS, AND WHERE TO SUBMIT YOUR PROPOSAL

This section identifies important deadlines for this RFP and where to direct questions regarding the RFP.

Important dates: The following table identifies important dates for this RFP:

RFP Title:	Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts, and Accessories
Submit electronically via Email:	Electronic Submission DESCPRMEnvironProtec@des.wa.gov
Date of Proposal posted in Washington Electronic Business Solution (WEBS)	**November 19, 2018**
Pre-Proposal Conference: Pre-Proposal Conference Location:	**December 11, 2018, 10:00 a.m. PST** Attend in Person 1500 Jefferson Street SE, Room Olympia, WA, 98501 Attend via Phone Conference ID/Pass code:
Deadline To Receive Questions:	December 20, 2018 12:00 p.m. PST
Question & Answers:	All questions, including those about Terms and Conditions, must be submitted through DESCPRMEnvironProtec@des.wa.gov and will be answered through the Washington Electronic Business Solutions (WEBS). Questions must be submitted by the question deadline date.
RFP Closing Date:	**January 8, 2019**
Anticipated Announcement of Apparent Successful Offeror(s):	January 14, 2019
Anticipated Award of Master Agreement(s):	January 18, 2019
Effective Date of Master Agreement(s)	January 19, 2019

The RFP (and award of the Master Agreement) is subject to complaints, debriefs, and protests as explained in ***Exhibit G – Complaint, Debrief & Protest Requirements***, which may impact the dates set forth above. Enterprise Services reserves the right to amend and modify this RFP. Only Offerors who have properly registered and downloaded the original RFP directly via WEBS will receive notifications of amendments to this RFP, which Offerors must download, and other correspondence pertinent to this procurement. To be awarded a Master Agreement, Offerors must be registered in WEBS. Visit https://fortress.wa.gov/ga/webs to register.

Questions: Questions or concerns regarding this RFP must be directed to the following Procurement Coordinator for the RFP:

RFP Procurement Coordinator	
Name:	Richard Worthy
Address:	State of Washington, Department of Enterprise Services 1500 Jefferson Street SE Olympia, WA 98501 MS: 41411
Telephone:	360-407-7932
Email:	Richard.worthy@des.wa.gov

Questions raised at the pre-proposal conference and during the Q&A period will be answered and responses posted to WEBS.

SECTION 2 – INFORMATION ABOUT THE PROCUREMENT

This section describes the purpose of the RFP and provides information about this procurement, including the potential scope of the opportunity.

2.1. **PURPOSE OF THE PROCUREMENT – AWARD A MASTER AGREEMENT**. The purpose of this RFP is to receive competitive proposals and award Master Agreement(s) for Police Radar/Lidar Products that conform to the Conforming Product List ("CPL") as set forth in Exhibit B – Specifications. The procurement is for new Police Radar/Lidar Products and replacement parts and accessories. Enterprise Services intends to award Master Agreements, by product manufacturer, for Police Radar/Lidar Products with a goal of awarding up to two (2) Master Agreements per product manufacturer. This includes the following three (3) categories:

Category A – Police Radar/Lidar Products. This category is for vehicle-mounted and hand-held radar and lidar speed measuring devices, by product manufacturer as set forth below:

RADAR SPEED MEASURING DEVICES	
CATEGORY	PRODUCT MANUFACTURER
R-1	Applied Concepts
R-2	Decatur Electronics
R-3	Kustom Signals
R-4	MPH Industries

LIDAR SPEED MEASURING DEVICES	
CATEGORY	PRODUCT MANUFACTURER
L-1	Applied Concepts

LIDAR SPEED MEASURING DEVICES	
CATEGORY	PRODUCT MANUFACTURER
L-2	DragonEye Technology
L-3	Kustom Signals
L-4	Laser Technology
L-5	MPH Industries
L-6	Unipar Services

Category B – Pole/Trailer Mounted Police Radar/Lidar Products. This category is for pole and trailer-mounted radar and lidar speed measuring devices, by product manufacturer as set forth above.

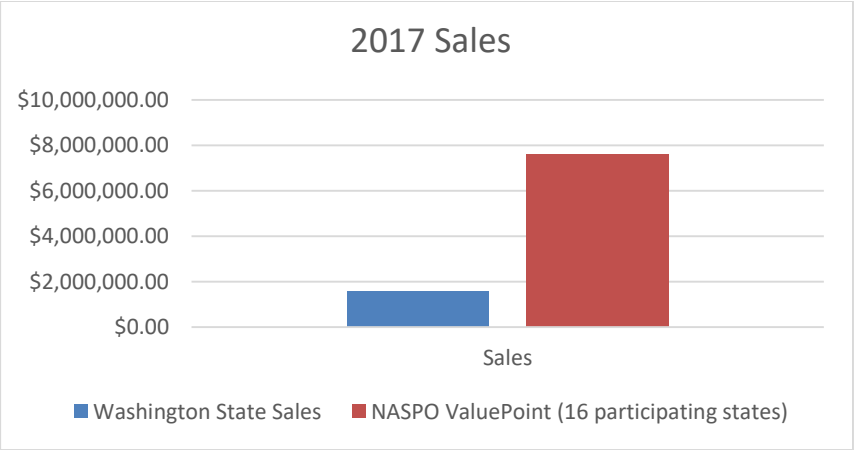
Category C –Lidar Products for Crash Reenactment. This category is for lidar speed measuring devices used for crash reenactment, by product manufacturer as set forth above.

The objective of this cooperative procurement is, through cooperative purchasing, to obtain volume-based pricing for Police Radar/Lidar Products.

2.2. **MASTER AGREEMENT**. The form of the Master Agreement(s) that will be awarded as a result of this RFP is attached as ***Exhibit E – Master Agreement***.

2.3. **CONTRACT TERM**. As set forth in the attached Master Agreement for this RFP, the contract term is twenty-four (24) months and upon review of requirements of Participating Entities, current market conditions, and Contractor performance, the Contract Term may be extended, by mutual agreement, for an additional thirty-six (36) months. Offerors are to specify prices for the contract term. The Master Agreement is subject to earlier termination.

2.4. **ESTIMATED SALES**. Annual total purchases could approximate $9,201,696 from participating States. Purchase potential from other purchasers is unknown. Although Enterprise Services does not represent or guarantee any minimum purchase from the Master Agreement, prior purchases under a similar contract are set forth in the following chart:



SECTION 3 – HOW TO PREPARE AND SUBMIT A PROPOSAL FOR THIS RFP

This section identifies how to prepare and submit your Proposal to Enterprise Services for this RFP. In addition, Offerors will need to review and follow the requirements included in ***Exhibit A – Offeror Information***, which identifies the information that Offerors must provide to Enterprise Services to constitute a responsive Proposal. By responding to this RFP and submitting a proposal, Offerors acknowledge having read and understood the entire RFP and accept all information contained within this RFP.

3.1. **PRE-PROPOSAL CONFERENCE**. Enterprise Services will host an RFP pre-proposal conference at the time and location indicated in Section 1 of this RFP. Attendance is not mandatory. Offerors, however, are encouraged to attend and participate. The purpose of the pre-proposal conference is to clarify the RFP as needed and raise any issues or concerns that Offerors may have. If interpretations, specifications, or other changes to the RFP are required as a result of the conference, the Procurement Coordinator will post an amendment to this RFP to WEBS. Assistance for disabled, blind, or hearing-impaired persons who wish to attend the pre-proposal conference is available with prior arrangement by contacting the Procurement Coordinator.

3.2. **PROPOSAL FORMAT**. Proposals must be complete, legible, signed (in ink for hardcopy submittals and as specified for electronic submittals), and follow the instructions stated in ***Exhibit A1 – Offeror Information***.

- *Electronic proposals*: Unless otherwise specified in writing by Enterprise Services, documents included with an electronic proposal must be prepared in MS Word, MS Excel, or Adobe PDF.

3.3. **OFFEROR COMMUNICATIONS REGARDING THIS RFP**. During the RFP process, all Offeror communications regarding this RFP must be directed to the Lead State's Procurement Coordinator for this RFP. *See* Section 1 of this RFP. Offerors should rely only on this RFP and written amendments to the RFP issued by the Procurement Coordinator. In no event will oral communications regarding the RFP be binding.

- Offerors are encouraged to make any inquiry regarding the RFP as early in the process as possible to allow Enterprise Services to consider and, if warranted, respond to the inquiry. If an Offeror does not notify Enterprise Services of an issue, exception, addition, or omission, Enterprise Services may consider the matter waived by the Offeror for protest purposes.
- If Offeror inquiries result in changes to the RFP, written amendments will be issued and posted on WEBS.
- Unauthorized contact regarding this RFP with other state employees involved with the RFP may result in Offeror disqualification.

3.4. **PRICING**. Proposal prices must include all cost components needed for the delivery of the Police Radar/Lidar Products as described in this RFP. *See* ***Exhibit C – Price Worksheet***. An offeror's failure to identify all costs in a manner consistent with the instructions in this RFP is sufficient grounds for disqualification.

- Inclusive Pricing: Offerors must identify and include all cost elements in their pricing. In the event that Offeror is awarded a Master Agreement, the total price

for the Police Radar/Lidar Products shall be Offeror's price as submitted. Except as provided in the Master Agreement, there shall be no additional costs of any kind.

- Credit Cards (P-Cards): In the event that Offeror is awarded a Master Agreement, the total price for the Police Radar/Lidar Products shall be the same regardless of whether purchasers make payment by cash, credit card, or electronic payment. Offeror shall bear, in full, any processing or surcharge fees associated with the use of credit cards or electronic payment.
- NASPO ValuePoint Administrative Fee: Offeror agrees to pay a NASPO ValuePoint administrative fee as specified in the Master Agreement attached as ***Exhibit E – Master Agreement***.
- As a condition to using the Master Agreement, some states may require an additional fee to be paid directly to the state only on purchases made by Purchasing Entities pursuant to that state's Participating Addendum. In such circumstances, the fee level, payment method, and payment and reporting schedule will be incorporated into the applicable Participating Addendum.

3.5. **OFFEROR RESPONSIVENESS**. Offerors must submit complete proposals. An Offeror's failure to do so may result in a proposal being deemed non-responsive and disqualified. Enterprise Services reserves the right to determine an Offeror's compliance with the requirements specified in this RFP and to waive informalities in a proposal. Informality is an immaterial variation from the exact requirements of the competitive RFP, having no effect or merely a minor or negligible effect on quality, quantity, or delivery of the Police Radar/Lidar Products being procured, and the correction or waiver of which would not affect the relative standing of, or be otherwise prejudicial, to Offerors.

3.6. **PROPOSAL SUBMITTAL CHECKLIST – REQUIRED PROPOSAL SUBMITTALS**. This section identifies the proposal submittals that must be provided to Enterprise Services to constitute a responsive proposal. The submittals may be delivered in hard copy or electronically as set forth below. Proposals that do not include the submittals identified below may be rejected as nonresponsive. In addition, an Offeror's failure to complete any submittal as instructed may result in the proposal being rejected. Offerors must identify each page of the submittals and any supplemental materials with the Offeror's name.

☐ **EXHIBIT A1 – OFFEROR'S CERTIFICATION**
This document is the Offeror's Certification.
Complete the certification (insert name of Offeror, date, and sign), attach to the proposal along with any exceptions, and submit to Enterprise Services.

☐ **EXHIBIT A2 – OFFEROR'S PROFILE**
This document is required information for contract administration purposes.
Complete as instructed and submit with the proposal to Enterprise Services.

☐ **EXHIBIT A3 – OFFEROR'S WAGE THEFT PREVENTION CERTIFICATION**
This document is required to determine Offeror responsibility pursuant to RCW 39.26.160(2) & (4). Complete as instructed and submit to Enterprise Services.

☐ **EXHIBIT A4 – OFFEROR'S WORKERS' RIGHTS CERTIFICATION**
This document is required by Enterprise Services for the State of Washington. Complete as instructed and submit to Enterprise Services.

☐ **EXHIBIT B - SPECIFICATIONS**
Offeror will need to confirm that they meet or exceed the detailed specifications addressed in ***Exhibit B –Specifications***.

☐ **EXHIBIT C- PRICE WORKSHEET**
Offeror will need to complete the price worksheet templates as instructed in ***Exhibit C – Price Worksheet***.

3.7. **SUBMITTING PROPOSALS**. Your electronic proposal must be emailed to the following:

Electronic:	*Email your proposal to the following*: DESCPRMEnvironProtec@des.wa.gov

- Note for electronic proposals only: Enterprise Services email boxes only can accept emails that total less than 30MB in size. Offerors are cautioned to keep email sizes to less than 25MB to ease delivery. Zipped files cannot be accepted.

SECTION 4 – PROPOSAL EVALUATION

This section identifies how Enterprise Service will evaluate RFP proposals.

4.1. **OVERVIEW**. Enterprise Services will evaluate proposals for this RFP as described below.

- Offeror responsiveness, specification, price factors and responsibility, will be evaluated based on the process described herein.
- Offerors whose proposals are determined to be non-responsive will be rejected and will be notified of the reasons for this rejection.
- Enterprise Services reserves the right to: (1) Waive any informality; (2) Reject any or all proposals, or portions thereof; (3) Accept any portion of the items proposal unless the Offeror stipulates all or nothing in their proposal; (4) Cancel an RFP and re-solicit proposals; and/or (5) Negotiate with the lowest responsive and responsible Offeror to determine if that proposal can be improved.
- Enterprise Services will use the following process and evaluation criteria for an award of a Master Agreement:
    - ***Step 1: Responsiveness (pass/fail)***.
    - ***Step 2: Specification Evaluation (pass/fail).***
    - ***Step 3: Pricing Evaluation (80 points)***.
    - ***Step 4: Responsibility Analysis (20 points)***.

4.2. **RESPONSIVENESS (STEP 1)**. Enterprise Services will review proposals – on a pass/fail basis – to determine whether the proposal is 'responsive' to this RFP. This means that Enterprise Services will review each proposal to determine whether the proposal is complete – i.e., does the proposal include each of the required proposal submittals, are the submittals complete, signed, legible.

Enterprise Services reserves the right – in its sole discretion – to determine whether a proposal is responsive.

4.3. **SPECIFICATIONS EVALUATION (STEP 2)**. Enterprise Services will evaluate each proposal to ensure that each Offeror's Police Radar/Lidar Products meet the specifications. Enterprise Services reserves the right to request additional information or perform tests and measurements before selecting the Apparent Successful Offeror ("ASO"). An Offeror's failure to provide requested information to Enterprise Services within ten (10) business days may result in disqualification.

a. **PROPOSAL PRICING EVALUATION (STEP 3)**. Enterprise Services will evaluate proposal prices – to identify the lowest evaluation total – by reviewing and comparing the submitted proposal prices provided in ***Exhibit C – Price Worksheet***. Points assigned to each Offeror's cost proposal will be based on the lowest proposal cost per sub-category in Category A (Police Radar/Lidar Products). The Offeror proposing the lowest total cost for the selected sub-category (product manufacturer) will receive the maximum available points (80). Each successive proposal will receive points proportionate to the lowest Offeror.

Offerors may provide pricing for any sub-category listed in Category A but must provide pricing for all items within the sub-category (i.e., all manufacturer products).

For the Offeror to be considered for further awards in Categories B & C, Offeror must provide pricing in Category A. The additional items in Categories B & C will not be scored, but will be reviewed for price reasonableness and consistent or lower than current market prices.

b. **RESPONSIBILITY ANALYSIS (STEP 4).** For responsive proposals, Enterprise Services will make reasonable inquiry to determine the responsibility of any Offeror. Determination of responsibility will be made on a pass/fail basis for financial and points awarded for references.

- Financial Information: Enterprise Services may request financial statements, credit ratings, references, record of past performance, clarification of offeror's offer, on-site inspection of Offeror's or subcontractor's facilities, or other information as necessary. Failure to respond to these requests may result in a proposal being rejected as non-responsive.
- References: Enterprise Services will use references to confirm satisfactory customer service, performance, satisfaction with service/product, knowledge of products/service/industry and timeliness by scoring reference responses. There is 20 points available for references, four (4) questions worth five (5) points per question. Any negative or unsatisfactory reference can be reason for scoring fewer points, zero points, or rejecting an Offeror as non-responsible.

4.4. **ANNOUNCEMENT OF APPARENT SUCCESSFUL OFFEROR**. Enterprise Services will determine the Apparent Successful Offeror ("ASO"). The ASO will be responsive and responsible Offeror(s) that meet(s) the RFP requirements and have the two (2) highest points evaluation total per subcategory from Category A as calculated using the tool set forth in ***Exhibit C – Price Worksheet***.

- Designation as an ASO does not imply that Enterprise Services will issue an award for a Master Agreement to your firm. Rather, this designation allows Enterprise Services to perform further analysis and ask for additional documentation. The Offeror must not construe this as an award, impending award, attempt to

negotiate, etc. If an Offeror acts or fails to act as a result of this notification, it does so at its own risk and expense.

- Upon announcement of the ASO, Offerors may request a debrief conference as specified in ***Exhibit F – Complaint, Debrief & Protest Requirements***.

4.5. **AWARD OF MASTER AGREEMENT**. Subject to protests, if any, Enterprise Services and the ASO(s) will enter into a Master Agreement to provide Police Radar/Lidar Products as set forth in ***Exhibit E – Master Agreement***.

- An award, in part or full, is made and a contract formed by signature of Enterprise Services and awarded Offeror(s) on the Master Agreement. Enterprise Services reserves the right to award on an all-or-nothing consolidated basis.
- Following the award of the Master Agreement, all Offerors will receive a Notice of Award, usually through an email to the offeror's email address provided in the Offeror's proposal.
- An award of a Master Agreement does NOT authorize Offeror to make sales to any State; Rather, for this cooperative procurement, the award of the Master Agreement is a necessary precondition for a State to enter into a Participating Addendum with Offeror to utilize the Master Agreement for such State.

4.6. **PROPOSAL INFORMATION AVAILABILITY**. Enterprise Services will post proposal evaluations to the Enterprise Services' website.

4.7. **ADDITIONAL AWARDS**. Enterprise Services reserves the right, during the resulting Master Agreement term, to make additional Master Agreement awards to responsive, responsible Offerors who are not awarded a Master Agreement. Such awards would be on the same or substantially similar terms and conditions and would be designed to address a Contractor vacancy (e.g., a contractor is terminated or goes out of business), respond to Purchaser needs, or be in the best interest of the State of Washington.

EXHIBIT A – REQUIRED OFFEROR INFORMATION

EXHIBIT A1 – OFFEROR'S CERTIFICATION

Offeror must complete and submit via email one signed copy of Exhibit A1 – Offeror's Certification titled: ***00218_A1_CompanyName*** as a Microsoft Word or PDF document.

Exhibit A-1.docx

EXHIBIT A2 – OFFEROR PROFILE

Offeror must complete and submit via email one electronic copy of Exhibit A2 – Offeror Profile titled: ***00218_A2_CompanyName*** as a Microsoft Word or PDF document.

Exhibit A-2.docx

EXHIBIT A3 – WAGE THEFT PREVENTION CERTIFICATION

Offeror must complete and submit via email one electronic copy of Exhibit A3 – Wage Theft Prevention Certification titled: ***00218_A3_CompanyName*** as a Microsoft Word document.

Exhibit A3.docx

EXHIBIT A4 – WORKERS' RIGHTS CERTIFICATION

Offeror must complete and submit via email one electronic copy of Exhibit A4 – Workers' Rights Certification titled: ***00218_A4_CompanyName*** as a Microsoft Word document.

Exhibit A-4.docx

EXHIBIT B – SPECIFICATIONS
POLICE RADAR/LIDAR SPEED ENFORCEMENT, SPEED ADVISORY, PARTS, AND ACCESSORIES

All Police Radar/Lidar Products must be on the National Highway Traffic Safety Administration (NHTSA) Conforming Product List (CPL) Speed Measuring Devices, dated August 15, 2018. The CPL

CONFORMING PRODUCT LIST (CPL)

Speed-Measuring Devices
August 15, 2018[1]

[1] This version supersedes all previous versions of the Conforming Product List.

The Conforming Product List (CPL) is a document of the National Highway Traffic Safety Administration; United States Department of Transportation informs which speed measuring devices are eligible for purchase using Federal highway safety grant funds, based on the device having been subjected to, and meeting or exceeding the technical specifications for Radar and Lidar devices maintained by NHTSA.

Speed measuring device models that appear on the CPL have been tested and found to be in compliance with the established performance specifications that were in effect when the model was first placed on the CPL. These performance specifications are intended to ensure that the devices are accurate and reliable when properly operated and maintained. Law enforcement agencies are strongly encouraged to consult the Conforming Product List as one of their criteria in determining which speed measuring devices they choose to procure. Additionally, law enforcement agencies should be aware of applicable Federal, State, and local requirements related to the purchase, operation, and maintenance of speed measuring devices. To ensure proper use of speed measuring devices, law enforcement agencies are strongly encouraged to ensure operators of speed measuring devices have received proper training for Radar and Lidar devices, have been trained in the appropriate use of the specific device being operated in the field, and maintain accurate records for the use and maintenance of the devices.

Test results and analysis contained herein do not represent product endorsement by any party or the National Highway Traffic Safety Administration, the U.S. Department of Transportation, the National Institute of Standards and Technology, or the U.S. Department of Commerce.

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PART I: DOWN-THE-ROAD RADAR SPEED-MEASURING DEVICES
PART II: LIDAR SPEED-MEASURING DEVICES AND SYSTEMS

PART I: DOWN-THE-ROAD RADAR SPEED-MEASURING DEVICES

MANUFACTURER	MODEL	BAND	Mode (S/M)
Applied Concepts	Stalker Dual SL	Ka	S/M
Applied Concepts	Stalker Dual DSR	Ka	S/M
Applied Concepts	Stalker DSR 2X	Ka	S/M
Applied Concepts	Stalker II SDR	Ka	S
Applied Concepts	Stalker II MDR	Ka	S/M
Applied Concepts	Stalker Patrol	K	S/M
Decatur Electronics	Genesis GHD	K	S
Decatur Electronics	Genesis II Select[2]	K, Ka	S/M
Decatur Electronics	Scout	K	S
Kustom Signals	Eagle II	Ka	S/M
Kustom Signals	Golden Eagle II	Ka	S/M
Kustom Signals	Directional Golden Eagle II	Ka	S/M
Kustom Signals	Falcon HR	K	S/M
Kustom Signals	Talon II	Ka	S/M
Kustom Signals	Directional Talon	Ka	S/M
Kustom Signals	Raptor RP-1	K, Ka	S/M
Kustom Signals	Eagle 3	Ka	S/M
MPH Industries	BEE III[3]	K, Ka	S/M
MPH Industries	Enforcer	K, Ka	S/M
MPH Industries	Python III[4]	X, K, Ka	S/M
MPH Industries	Ranger EZ[5]	K	S/M
MPH Industries	SpeedGun Pro	K	S/M

PART II: LIDAR SPEED-MEASURING DEVICES AND SYSTEMS

The following Lidar speed-measuring device models have been tested and meet all the requirements of the

MANUFACTURER	**MODEL**
Applied Concepts, Inc.	Stalker RLR
Applied Concepts, Inc.	Stalker XLR
Applied Concepts, Inc.	Stalker XS
DragonEye Technology, LLC	DragonEye Compact Speed Lidar
DragonEye Technology, LLC	DragonEye Speed Lidar
Kustom Signals, Inc.	LaserCam 4
Kustom Signals, Inc.	ProLaser III
Kustom Signals, Inc.	ProLaser 4
Kustom Signals, Inc.	Pro-Lite +
Laser Technology, Inc.	LTI 20/20 TruCAM
Laser Technology, Inc.	TruSpeed
Laser Technology, Inc.	TruSpeed LR
Laser Technology, Inc.	TruSpeed S
Laser Technology, Inc.	TruSpeed SXB
Laser Technology, Inc.	Ultralyte 100 LR
Laser Technology, Inc.	Ultralyte 200 LR
Laser Technology, Inc.	Ultralyte LR B
Laser Technology, Inc.	ATS StreetSafe
Laser Technology, Inc.	LTI 20/20 TruCam II
Laser Technology, Inc.	LTI TruVision
MPH Industries/Laser Atlanta	SpeedLaser® B
MPH Industries/Laser Atlanta	SpeedLaser® R
MPH Industries/Laser Atlanta	SpeedLaser® S
MPH Industries/Laser Atlanta	SpeedLaser® T
MPH Industries, Inc.	**Sure Shot**
Unipar Services	SL700

Offeror certifies and agrees the products submitted meet the NHTSA CPL.

DATED this ___ day of _____, 2018.

_____
Print Name of Company

By: _____
Signature

Name: _____
Print Name

Title: _____
Print Title

EXHIBIT C – PRICE WORKSHEET

Offeror must submit prices as required. Prices shall include all anticipated charges, including but not limited to, freight and delivery, cost of materials and product, travel expenses, transaction fees, overhead, profits, and other costs or expenses incidental to the Offeror's performance.

Exhibit C.xlsx

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

EXHIBIT D – PARTICIPATING ADDENDUM TEMPLATES
TERMS & CONDITIONS

EXHIBIT D-1 –WASHINGTON STATE (LEAD STATE) PARTICIPATING ADDENDUM (TERMS & CONDITIONS):

Exhibit D-1.docx

EXHIBIT D-2 –PARTICIPATING ADDENDUM TEMPLATE (TERMS & CONDITIONS):

Exhibit D-2.docx

EXHIBIT D-3 –STATES INTENT TO PARTICIPATE (TERMS & CONDITIONS):

Hawaii PA Ts & Cs.pdf

Illinois Ts & Cs.pdf

Montana Ts & Cs.pdf

Oregon ITP.pdf

South Dakota ITP.pdf

Utah Standard Ts & Cs.pdf

Vermont ITP and Ts & Cs.pdf

EXHIBIT E – MASTER AGREEMENT

See attached Master Agreement for RFP No. 00218, Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts, and Accessories.

Master Ageement -
Police Radar and Lid

EXHIBIT F – COMPLAINT, DEBRIEF, & PROTEST REQUIREMENTS

This appendix details the applicable requirements for complaints, debriefs, and protests.

Complaints

This RFP offers a complaint period for Offerors wishing to voice objections to this solicitation. The complaint period ends five (5) business days before the proposal due date. The complaint period is an opportunity to voice objections, raise concerns, or suggest changes that were not addressed during the Question & Answer Period or at the Pre-Proposal Conference. Failure by the Offeror to raise a complaint at this stage may waive its right for later consideration. Enterprise Services will consider all complaints but is not required to adopt a complaint, in part or in full. If Offeror complaints result in changes to the RFP, written amendments will be issued and posted on WEBS.

- *Criteria for Complaint*: A formal complaint may be based only on one or more of the following grounds: (a) The solicitation unnecessarily restricts competition; (b) The solicitation evaluation or scoring process is unfair or flawed; or (c) The solicitation requirements are inadequate or insufficient to prepare a response.
- *Initiating A Complaint*: A complaint must: (a) Be submitted to and received by the Procurement Coordinator no less than five (5) business days prior to the deadline for proposal submittal; and (b) Be in writing (see *Form and Substance, and Other* below). A complaint should clearly articulate the basis of the complaint and include a proposed remedy.
- *Response*: When a complaint is received, the Procurement Coordinator (or designee) will consider all the facts available and respond in writing prior to the deadline for proposal submittals, unless more time is needed. Enterprise Services is required to promptly post the response to a complaint on WEBS.
- *Response is Final*: The Procurement Coordinator's response to the complaint is final and not subject to administrative appeal. Issues raised in a complaint may not be raised again during the protest period. Furthermore, any issue, exception, addition, or omission not brought to the attention of the Procurement Coordinator prior to proposal submittal may be deemed waived for protest purposes.

Debrief Conferences

A Debrief Conference is an opportunity for a Offeror and the Procurement Coordinator to meet and discuss the Offeror's proposal. A debrief is a required prerequisite for a Offeror wishing to file a protest. Following the evaluation of the proposals, Enterprise Services will issue an announcement of the ASO. That announcement may be made by any means, but Enterprise Services likely will use email to the offeror's email address provided in the Offeror's Profile. Offerors will have three (3) business days to request a Debrief Conference. Once a Debrief Conference is requested, Enterprise Services will offer the requesting Offeror one meeting opportunity and notify the Offeror of the Debrief Conference place, date, and time. Please note, because the debrief process must occur before making an award, Enterprise Services likely will schedule the Debrief Conference shortly after the announcement of the ASO and the offeror's request for a Debrief Conference. Enterprise Services will not allow the debrief process to delay the award. Therefore, Offerors should plan for contingencies and alternate representatives; Offerors who are unwilling or unable to attend the Debrief Conference will lose the opportunity to protest.

- *Timing*: A Debrief Conference may be requested by a Offeror following announcement of the Apparent Successful Offeror.
- *Purpose of Debrief Conference*: Any Offeror who has submitted a timely proposal response may request a Debrief Conference (see *Form and Substance, and Other* below). A Debrief Conference provides an opportunity for the Offeror to meet with Enterprise Services to discuss its proposal and evaluation.
- *Requesting a Debrief Conference*: The request for a Debrief Conference must be made in writing via email to the Procurement Coordinator and received within three (3) business days after the announcement of the Apparent Successful Offeror. Debrief conferences may be conducted either in person at the Enterprise Services offices in Olympia, Washington, or by telephone, as determined by Enterprise Services, and may be limited by Enterprise Services to a specified period of time. The failure of a Offeror to request a debrief within the specified time and attend a debrief conference constitutes a waiver of the right to submit a protest. Any issue, exception, addition, or omission not brought to the attention of the procurement coordinator before or during the debrief conference may be deemed waived for protest purposes.

Protests

Following a Debrief Conference, an Offeror may protest the award of the Master Agreement.

- *Criteria for a Protest*: A protest may be based only on one or more of the following: (a) Bias, discrimination, or conflict of interest on the part of an evaluator; (b) Error in computing evaluation scores; or (c) Non-compliance with any procedures described in the RFP.
- *Initiating a Protest*: Any Offeror may protest an award to the ASO. A protest must: (a) Be submitted to and received by the Procurement Coordinator, within five (5) business days after the protesting offeror's Debriefing Conference (see *Form and Substance, and Other* below); (b) Be in writing; (c) Include a specific and complete statement of facts forming the basis of the protest; and (d) Include a description of the relief or corrective action requested.
- *Protest Response*: After reviewing the protest and available facts, Enterprise Services will issue a written response within ten (10) business days from receipt of the protest, unless additional time is needed.
- *Decision is Final*: The protest decision is final and not subject to administrative appeal. If the protesting Offeror does not accept Enterprise Services' protest response, the Offeror may seek relief in Thurston County Superior Court.

Communication During Complaints, Debriefs, and Protests

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

- *Form, Substance, & Other*: All complaints, requests for debrief, and protests must (a) Be in writing; (b) Be signed by the complaining or protesting Offeror or an authorized agent, unless sent by email; (c) Be delivered within the time frame(s) outlined herein; (d) Identify the solicitation number; (e) Conspicuously state

"Complaint," "Debrief" or "Protest" in any subject line of any correspondence or email, and (f) Be sent to the address identified in the table below.

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

How to contact Enterprise Services

Complaint

Email
Richard.worthy@des.wa.gov
Subject line must include "Complaint"

Mail
Richard Worthy
Contracts & Procurement
Department of Enterprise Services
P. O. Box 41411
Olympia, WA 98504-1411

Debrief Conference
Richard.worthy@des.wa.gov
Subject line must include "Debrief"

Protest
Richard.worthy@des.wa.gov
Subject line must include "Protest"

Mail
Richard Worthy
Contracts & Procurement
Department of Enterprise Services
P. O. Box 41411
Olympia, WA 98504-1411

EXHIBIT G– DOING BUSINESS WITH THE STATE OF WASHINGTON

Washington's Public Records Disclosure Act

All documents submitted by Offerors to Enterprise Services as part of this procurement will become public records. Such records are subject to public disclosure unless specifically exempt under RCW chapter 42.56. Enterprise Services strongly discourages submittal of confidential material – i.e. any portion of your submittal clearly marked "Confidential," "Proprietary," or "Trade Secret" (or the equivalent). In the event Enterprise Services receives a public records request, for such documents, Enterprise Services will notify such Offeror of the date of disclosure and it is that offeror's responsibility to take legal action to block disclosure if it chooses to do so. Enterprise Services will not withhold or redact your documents without a court order requiring such action.

Economic Goals

In support of the state's economic goals Offerors are encouraged to consider the following in responding to this RFP:

- Support for a diverse supplier pool, including, veteran-owned, minority-owned and women-owned business enterprises. Results Washington has established for this RFP voluntary numerical goals of:
  - Ten (10) percent minority-owned businesses (MBE);
  - Six (6) percent women-owned businesses (WBE);
  - Five (5) percent veteran-owned businesses (VB).

  Achievement of these goals is encouraged whether directly or through subcontractors. Offerors may contact the Office of Minority and Women's Business Enterprises for information on certified firms or to become certified.
- Enterprise Services is directed, by the Washington State Legislature, to "develop procurement policies, procedures, and materials that encourage and facilitate state agency purchase of goods and services from Washington small businesses." See RCW 39.26.005.
- Veterans and U.S. active duty, reserve or National Guard service-members are eligible for the registry. The veteran or service-member must control and own at least fifty-one (51) percent of the business and the business must be legally operating in the State of Washington. Control means the authority or ability to direct, regulate or influence day-to-day operations.

Environmental Goals

In support of the state's environmental goals Offerors are encouraged to consider the following in responding to this RFP:

- Use of environmentally preferable goods and services, including post-consumer waste and recycled content.
- Products made or grown in Washington.

Resources

- Register for free for solicitation notices at the Washington Electronic Business Solution (WEBS) www.des.wa.gov/services/ContractingPurchasing/Business/Pages/WEBSRegistration.aspx.
- If you qualify as a Washington small business, identify yourself in WEBS. Call WEBS Customer Service at 360-902-7400.
- Contact the Washington State Office of Minority and Women's Business Enterprises about state and federal certification programs at Phone 866-208-1064 or www.omwbe.wa.gov.
- Contact the Washington State Department of Veterans' Affairs about certification at (360) 725-2169 or www.dva.wa.gov.
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