

## Invitation for Bid 05915

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### Culverts, Corrugated Polyethylene Pipe

The Washington State Department of Enterprise Services issues this Invitation for Bid (IFB) under the authority of the Revised Code of Washington (RCW) [39.26](#). DES reserves the right to modify dates and times. Any changes will be sent electronically as amendments to all users of Washington's Electronic Business Solution (WEBS) who download this IFB.

Posting date ..... September 1, 2015

Question-and-answer period..... September 1, 2015 – September 11, 2015

Pre-bid conference..... September 17, 2015 – 8:30 am

Bids are due ..... September 24, 2015 - 2:00 p.m.

Anticipated award date..... October 8, 2015

Procurement coordinator..... Mark Roush  
..... (360) 407-9311  
..... [Mark.Roush@des.wa.gov](mailto:Mark.Roush@des.wa.gov)

Deliver bids to ..... Washington State Department of Enterprise Services  
Contracts, Procurement and Risk Management  
1500 Jefferson St. SE  
Olympia, WA 98501

Attention: Bid Clerk

**IMPORTANT:** Bids must be delivered in a sealed package and should have the following information on the outside:

- IFB number
- Bid due date and time
- Procurement coordinator's name
- Name and address of bidder's company

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## 1 SUMMARY OF OPPORTUNITY

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### 1.1 Purpose of the IFB

The purpose of this IFB is to establish a statewide master contract for culverts, corrugated polyethylene pipe.

The Department of Enterprise Services (DES) intends to award to one bidder.

### 1.2 Purchasers

This contract will be available for use by all Washington state agencies and authorized parties to the [Master Contracts Usage Agreement](#) (MCUA), including institutions of higher education, cities and counties, other political subdivisions or special districts, and nonprofit corporations. Their orders are subject to the same contract terms, conditions and pricing as state agencies.

The contract will also be available for use by the Oregon Cooperative Purchasing Program (ORCPP) based on the contractor's acceptance.

While use of the contract is optional for political subdivisions and nonprofit corporations authorized by the MCUA and ORCPP, these entities' use of the contracts can significantly increase the purchase volume. DES accepts no responsibility for orders or payment by WSPC or ORCPP members.

- MCUA members: <https://fortress.wa.gov/ga/apps/ContractSearch/MCUAListing.aspx>
- ORCPP members: <http://www.oregon.gov/DAS/EGS/ps/ORCPP/orcppMemberList.pdf>

### 1.3 Contract term

The initial term of the contract is four years from award of the contract, with the option to extend for additional term(s) or portions thereof. Extensions will be exercised at the sole discretion of DES upon written notice to the contractor(s). The total contract term, including the initial term and all extensions, will not exceed eight years unless circumstances require a special extension. DES reserves the right to extend with all or some of the contractors.

### 1.4 Estimated sales

Purchases over the initial four-year term of the contract could approximate \$430,000 from all users. This estimate was provided solely for the purpose of assisting Bidders in preparing their response. Orders will be placed only on an as needed basis.

**DES does not represent or guarantee any minimum purchase.**

### 1.5 Material requirements

See [Appendix B – Specifications and Price Worksheet](#) for details.

### 1.6 Freight

Bid prices must include all cost components needed for the delivery of the goods and/or services as described in this IFB

## 1.7 Delivery requirements

General provisions:

- Schedule and acknowledgement: Delivery must be made within 20 calendar days after receipt of order unless a later date is noted on the order document. The contractor must submit an acknowledgment of the order within three business days from the time of their receipt of the order.
- Delivery times: Delivery must be made during purchaser's normal work hours, per purchaser's security and access processes, or as otherwise mutually agreed in writing between the purchaser and contractor at the time of order placement. The purchaser may refuse shipment when delivered after normal working hours.
- Location and performance: All deliveries are to be made to the applicable delivery location as indicated in the order document. When applicable, the contractor must take all necessary actions to safeguard items during inclement weather. In no case may the contractor initiate performance prior to receipt of written or verbal authorization from authorized purchasers. Expenses incurred otherwise will be borne solely by the contractor.

## 2 IFB OVERVIEW

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### 2.1 Announcement and special information

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

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

NOTE: The [Master Contract Terms and Conditions](#), which is an appendix to this IFB, contains general provisions and terms for solicitations issued by DES. Should a term within the Master Contract Terms and Conditions conflict with a term elsewhere in the IFB, and there is no reconciliation of the conflict before the bid-due date, the IFB will prevail.

### 2.2 Complaint, debrief and protest (general information)

NOTE: See also Appendix D, [Complaint, Debrief and Protest Procedures](#), located in the Appendices section below.

**Complaint:** This solicitation offers a complaint period for bidders wishing to voice objections to this solicitation. The complaint period ends five business days before the bid due date. The complaint period is an opportunity for the bidder to voice objections, raise concerns or suggest changes. Failure by the bidder to raise a complaint at this stage may waive its right for later consideration. DES will consider all complaints but is not required to adopt a complaint, in part or full. If bidder complaints result in changes to the IFB, written amendments will be issued and posted on WEBS.

Complaints must be sent to the Procurement Coordinator located on the face page of this document.

**Debrief:** Debrief meetings are an opportunity for the bidder and the Procurement Coordinator to meet and discuss the bidder's bid. A debrief is a required prerequisite for a bidder wishing to lodge a protest. Following the evaluation of the bids, DES will issue an announcement of the Apparent Successful Bidder (ASB). That announcement may be made by any means, but DES will likely use email to the bidder's email address provided in the bidder's bid. Bidders will have three business days to request a debrief meeting. Once a debrief meeting is requested, DES will offer the

requesting bidder one meeting opportunity and notify the bidder of the debrief meeting place, date and time. Please note, because the debrief process must occur before making an award, DES will likely schedule the debrief meeting shortly following the announcement of the ASB and the bidder's request for a debrief meeting. DES will not allow the debrief process to delay the award or be used as a delaying tactic. Therefore, bidders should plan for contingencies and alternate representatives; bidders unwilling or unable to attend the debrief meeting will lose the opportunity to protest.

**Protest:** Bidders wishing to protest must do so in conformity with Appendix A, [Complaint, Debrief and Protest Procedures](#).

### **2.3 Washington's Electronic Business Solution (WEBS)**

Bidders are solely responsible for:

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

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

### **2.4 Amendments**

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

### **2.5 Bidder communication responsibilities**

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

Bidders are encouraged to make any inquiry as early in the process as possible to allow DES to consider and respond; however, no response is required from the Procurement Coordinator.

If a bidder does not notify DES of an issue, exception, addition, or omission, DES may consider the matter waived by the bidder for protest purposes.

If bidder inquiries result in changes to the IFB, written amendments will be issued and posted on WEBS.

### **2.6 Bidder responsiveness**

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

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

## **2.7 Pricing**

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

The proposed pricing levels should reflect the market provided by the contract resulting from this IFB.

NOTE: Pricing provided on the Price Worksheets is to be rounded to the nearest whole cent. For evaluation purposes only, any pricing submitted in portions of whole cents will be rounded into whole cents.

Bidders must identify and include all elements of recurring and non-recurring costs in their pricing. Unless otherwise specified, this must include, but is not limited to, all administrative fees, maintenance, manuals, documentation, shipping charges, labor, travel, training, consultation services, wiring and supplies needed for the installation (including cost of all uncrating, disposal of shipping materials), set-up, testing and initial instruction to agency personnel, warranty work and maintenance of the products/services, handling charges such as packing, wrapping, bags, containers, reels; or the processing fees and surcharge fees associated with the use of credit cards.

Notwithstanding the foregoing, in the event that market conditions, laws, regulations, or other unforeseen factors dictate, at DES's sole discretion, additional charges may be allowed during the contract term.

## **2.8 Non-endorsement and publicity**

In selecting a bidder to supply goods/purchased services specified herein to contract purchasers, neither DES nor the purchasers are endorsing the bidder's goods/services, nor suggesting they are the best or only solution to their needs.

## **2.9 No costs or charges**

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

## **2.10 Dealer authorization**

The bidder, if other than the manufacturer, must provide upon request a current, dated and signed authorization from the manufacturer that the bidder is an authorized distributor, dealer or service representative and is authorized to sell the manufacturer's products. Failure to provide manufacturer's authorization upon request may result in bid rejection.

## **2.11 Economic and environmental goals**

In support of the state's economic and environmental goals, although not an award factor (unless otherwise specified herein), bidders are encouraged to consider the following in responding to this IFB:

- Support for a diverse supplier pool, including small, veteran-owned, minority-owned and women-owned business enterprises. DES has established for this IFB voluntary numerical goals of:
  - 3 percent women-owned businesses (WBE);
  - 3 percent minority-owned businesses (MBE);
  - 3 percent small businesses (SB);
  - 3 percent veteran-owned businesses (VB).

Achievement of these goals is encouraged whether directly or through subcontractors. Bidders may contact the [Office of Minority and Women's Business Enterprises](#) for information on certified firms or to become certified. Also see Appendix I [Procurement Reform Small Business Fact Sheet](#).

- Use of environmentally preferable goods and services to include post-consumer waste and recycled content.

### 3 PREPARATION OF BIDS

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#### 3.1 Pre-bid meeting

DES will host a pre-bid meeting to address IFB requirements at the time and location indicated on the cover page. While attendance is not mandatory, bidders are encouraged to attend and participate. The purpose of the pre-bid meeting is to clarify the IFB as needed and raise any issues or concerns, especially those of the vendor community. If interpretations, specifications, or other changes to the IFB are required as a result of the meeting, the Procurement Coordinator will post an amendment to WEBS.

Assistance for disabled, blind or hearing-impaired persons who wish to attend is available with prior arrangement by contacting the Procurement Coordinator identified on the cover page.

#### 3.2 Bid submittals checklist

The following checklist identifies the hard-copy submittals which will comprise a bid. Any bid received without a hard copy item identified in this checklist and designated as **REQUIRED** will be rejected as being non-responsive. Please identify each page of the submittals and any supplemental materials with your company name or other identifiable company mark.

- Signature (REQUIRED):** Complete as instructed and return a signed original of the [Bidder's Authorized Offer](#).
- Specifications and Price Worksheets (REQUIRED):** Complete as instructed and return a copy of the [Specifications and Price Worksheet Appendix](#). Failure to complete this submittal as instructed may result in a bid being rejected for lack of responsiveness.
- Bidder Profile (REQUIRED):** Complete as instructed and return a copy of the [Bidder Profile Appendix](#).
- IFB amendments (AS INSTRUCTED):** If instructed to do so in any amendment to this IFB, sign and return a copy. Failure to sign and return any required amendments to this IFB, may result in a bid being rejected for lack of responsiveness. When in doubt, sign and return a copy of all IFB amendments.



### 3.3 Format

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

**Note:** In a joint effort to save costs, reduce waste and save energy, bidders are encouraged to use double-sided printing and recyclable materials. Bidders are encouraged to refrain from submitting bids in three-ring binders, spiral bindings or other non-recyclable presentation folders.

### 3.4 Electronic copies

Bidders must include electronic copies of all hard copy submittals on an USB flash drive. DES prefers the same file format(s) as the format(s) used to create the submittals (i.e. MS Word, Excel) unless written information is included as a part of the submittal, such as a signature. For submittals with written information or copies of other documents such as licenses, please submit as a .pdf. Should a hard copy and an electronic copy conflict, the hard copy will prevail.

### 3.5 Confidentiality, proprietary material and trade secrets

All documents submitted by bidders to DES as part of this procurement will become public records. They are subject to disclosure unless specifically exempt under Revised Code of Washington (RCW) [42.56](#) (The Public Records Act).

**Confidential documents:** DES strongly discourages submittal of confidential material. DES considers confidential material to be any portion of your submittal clearly marked all or in part "Confidential," "Proprietary" or "Trade Secret" (or the equivalent).

- DES reserves the right to return, reject or disqualify any submittal that includes confidential material.

**Public records requests:** If a public records request seeks to view or obtain a copy of your RFP submittal, and if your submittal includes content clearly marked "Confidential," "Proprietary" or "Trade Secret" (or the equivalent), DES will:

- Notify you of the date DES will disclose the requested records;
- Give you an opportunity to seek a court order that stops DES from disclosing the records.

DES will not:

- Evaluate or defend your claim of confidentiality. It is your responsibility to support your claim and take appropriate legal action to do so;
- Withhold or redact your documents without a court order.

Questions about the confidentiality of your submittal can be directed to the Procurement Coordinator or the DES Public Records Officer at (360) 407-8768 or [publicrecords@des.wa.gov](mailto:publicrecords@des.wa.gov).

### 3.6 Due date and time

Bid packages must be received on or before the due date and time at the location specified on the cover page. Time of receipt will be determined by the official time stamp located at DES.

If a bid is late or received at a location other than that specified it will be rejected. In the event the official time clock is unavailable, the Bid Clerk will establish the official time and take reasonable steps to ensure the integrity of the bid receipt is preserved.

### **3.7 Bid opening**

After the bid due date and time, the Bid Clerk will open and process sealed bids protecting the confidentiality of the contents. The names of the bidders will be recorded and made available upon request. Bid contents will not be available for public view until after the announcement of Apparent Successful Bidder(s). ([RCW 39.26.030](#)).

## **4 EVALUATION AND AWARD**

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### **4.1 General provisions**

- Bidder responsiveness, responsibility and price factors will be evaluated based on the evaluation process described in this section.
- Contract award will be based on the evaluation and award criteria established herein and will be subject to consideration of all factors identified in [RCW 39.26](#) and other criteria identified in the IFB.
- Bidders whose bids are determined to be non-responsive will be rejected and will be notified of the reasons for rejection.
- After bids have been submitted, DES may require individual bidders to appear at a time and place determined by DES to discuss contract requirements. Any such meeting should not be construed as negotiations or an indication of DES's intention to award.
- DES reserves the right to: (1) Waive any informality; (2) Reject any or all bids, or portions thereof; (3) Accept any portion of the items bid unless the bidder stipulates all or nothing in their bid; (4) Cancel an IFB and re-solicit bids; (5) Negotiate with the lowest responsive and responsible bidder to determine if that bid can be improved for the purchaser.
- Preferences and penalties: Preferences and penalties that are required by law, rule, or IFB will be applied to bid pricing. Some preferences and penalties may be added by contract language and could be applied to bid pricing. A preference reduces the bidder's stated price by the amount of the preference and is an advantage to the bidder. A penalty increases the bidder's stated price by the amount of the penalty and is a disadvantage to the bidder. Preferences and penalties are applied to the pricing for evaluation purposes only but are not applied for purchasing purposes.
- References: DES reserves the right to use references to confirm satisfactory customer service, performance, satisfaction with service/product, knowledge of products/service/industry and timeliness. Any negative or unsatisfactory reference can be reason for rejecting a bidder as non-responsive (see Scoring Step 3).

### **4.2 Scoring**

The scoring criteria will be as follows

Step 1: Responsiveness, based on bid submittal. Bids received with a delivery lead time in excess of 20 days will be considered to be non-responsive. If it appears responsive, move to Step 2

Step 2: Pricing. The bidder offering the lowest **evaluation total** will be determined to be the lowest bidder.

Step 3: Non-cost factors. References with which contact is established will be asked to rate Bidder's past performance on the following scale:

Performance Level 3: Performance exceeds expectations.

Performance Level 2: Performance meets minimum expectations and is adequate.

Performance Level 1: Performance is often or always incomplete. Deficiencies exist in critical areas.

Performance Level 0: Contacted reference fails or refuses to respond when asked to rate Bidder.

For response to be considered for award, both of the following criteria must be met:

- (1) DES must have been able to establish contact with at least two of the references you provide above; and
- (2) Bidder must achieve an average performance level of two or greater from all references contacted. Performance will be scored from 0 (lowest) to 3 (highest) using the above scale. Responses not meeting both criteria may result in the Bidder being determined not responsible and their bid response being rejected.

#### **4.3 Determination of responsiveness**

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

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

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

#### **4.4 Determination of responsibility**

During evaluation, DES reserves the right to make reasonable inquiry to determine the responsibility of any bidder. Requests may include financial statements, credit ratings, references, record of past performance, clarification of bidder's offer, on-site inspection of bidder's or subcontractor's facilities, or other information as necessary. Failure to respond to these requests might result in a bid being rejected as non-responsive.

#### **4.5 Price evaluation**

Evaluated price from responsive bids is calculated as shown on the price sheet embedded in the attached [Appendix B: Specifications and Price Worksheets](#).

**Price sheet:** Bidders must record their bid pricing in the appropriate cells on the price sheet.

#### **4.6 Technical specifications evaluation**

DES reserves the right to request that the Apparent Successful Bidder document that its product or service meets the technical specifications. Failure to fulfill this request within 10 business days of the request may be cause for rejection.

#### **4.7 Selection of Apparent Successful Bidder**

The responsive and responsible bidder(s) that meet(s) all of the IFB requirements, has the lowest price evaluation total as calculated in [Appendix B: Specifications and Price Worksheets](#), will be the Apparent Successful Bidder(s).

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

Before award, DES may negotiate with an Apparent Successful Bidder to determine if a bid can be improved.

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

#### **4.8 Announcement of Apparent Successful Bidder**

Following the announcement of the Apparent Successful Bidder, bidders may request a debrief conference. See also Section 2.2 – Complaints, Debriefs and Protests (General Information) and [Appendix D – Complaint, Debrief and Protest Procedures](#). Failure to follow instructions could result in your claim being denied.

#### **4.9 Award**

An award, in part or full, is made and a contract formed by signature of DES and awarded bidder on the Authorized Offer and Contract Signature page. In some circumstances, DES may include an award letter which further defines the award and is included by reference to accompany the signature page.

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

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

### **5 CONTRACT INFORMATION**

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#### **5.1 Incorporated documents and order of precedence**

A bid submitted to this IFB is an offer to contract with DES.

A bid becomes a contract only when awarded and accepted by signature of DES and bidder on the Authorized Offer and Contract Signature page. The documents listed below are, by this reference, incorporated into a contract resulting from this IFB as though fully set forth herein. No other statements or representations, written or oral, are a part of the contract.

- a. The IFB
- b. The awarded vendor's bid
- c. All appendices
- d. IFB amendments (if any)
- e. Award letter (if any)

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

- a. Applicable federal and state of Washington statutes and regulations
- b. Mutually agreed written amendments to the resulting contract
- c. The contract, including all documents incorporated in the subsection immediately above.

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

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

## 5.2 Parties

This contract is entered into by and between the state of Washington, acting by and through DES, and the awarded contractor with the parties more fully described on the Authorized Offer and Contract Signature page.

## 5.3 Authority to bind

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

## 5.4 Counterparts

This contract may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate will be deemed an original copy of this contract signed by each party, for all purposes.

## 5.5 Changes

DES reserves the right to modify the resulting contract (including but not limited to adding or deleting products by mutual agreement between DES and the contractor. Alterations to any of the terms, conditions or requirements of this contract will only be effective upon written issuance of a mutually-agreed contract amendment by DES. Changes to point-of-contact information may be updated without the issuance of a mutually accepted contract amendment.

## 5.6 Price adjustments

Firm and fixed period: Pricing will remain firm and fixed for **one** year from date of award of the contract.

Price protection: The contract prices are the maximum prices the contractor may charge.

If lower pricing for similar quantities becomes effective for the contractor, purchasers must be given immediate benefit of such lower pricing. The contractor may also offer volume and promotional discounts.

Contractor agrees all the prices, terms, warranties, and benefits provided in this contract are comparable to or better than the terms presently being offered by the contractor to any other governmental entity purchasing similar quantities under similar terms. If, during the term of this contract, the contractor enters into contracts with other governmental entities providing greater benefits or more favorable terms than those provided by this contract, the contractor is obligated to provide the same to purchasers for subsequent purchases. DES will be notified of changes in contract pricing.

Price increases: The contractor may propose price increases on a semi-annual basis by written notice to the Contract Administrator. Price increases are to be on a pass-through basis only and must not produce a higher profit margin for the contractor than that established by original contract pricing. Requests must include supporting documentation such as price increases at the manufacturer's level and/or other documentation of cost increases.

Consideration of price increases will be at the sole discretion of the Contract Administrator. If a price increase is approved in part or in full, the resulting new contract pricing will be implemented through a contract amendment.







Contract extensions and price adjustments: Contractors may not make contract extensions contingent on price adjustments.

#### **5.7 Miscellaneous expenses**

Expenses related to day-to-day contract performance (including but not limited to travel, lodging, meals, and incidentals) will not be reimbursed to the contractor. However, DES recognizes that there may be occasions when the purchaser requires the bidder to travel. In such cases the purchaser must provide written pre-approval of such expenses on a case-by-case basis. Any such reimbursement will be at rates not to exceed the guidelines for state employees published by the Washington State Office of Financial Management set forth in the [Washington State Administrative & Accounting Manual](#), and not to exceed expenses actually incurred.

## 6 APPENDICES

Reminder: By responding to this IFB, a bidder acknowledges reading, understanding, and accepting all information contained within the entire IFB without modification.

Appendix A: Master Contract Terms and Conditions	 05915 Appendix A.doc
Appendix B: Specifications and Price Worksheets	 05915 Appendix B.xls
Appendix C: Bidder Profile	 05915 Appendix C.doc
Appendix D: Complaint, Debrief and Protest Procedures	 05915 Appendix D.doc
Appendix E: Procurement Reform Small Business Fact Sheet	 05915 Appendix E.doc
Appendix F: Special Terms and Conditions	 05915 Appendix F.doc

## **7 CERTIFICATIONS AND ASSURANCES**

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We make the following Certifications and Assurances as a required element of submitting this bid, affirming the truthfulness of the facts declared here and acknowledging that the continuing compliance with these statements and all requirements of the IFB are conditions precedent to the award or continuation of the resulting contract.

1. We have read, understand, and agree to abide by all information contained in the IFB, all appendices, and incorporated documents.
2. The prices in this bid have been arrived at independently, without engaging in collusion, bid rigging, or any other illegal activity, and without for the purpose of restricting competition any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered. The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before contract award unless otherwise required by law. No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit an offer for the purpose of restricting competition. However, we may freely join with other persons or organizations for the purpose of presenting a bid.
3. The attached bid is a firm offer for a period of 90 days following the bid due date specified in the IFB, and it may be accepted by DES without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 90-day period. In the case of a protest, our bid will remain valid for 90 days or until the protest and any related court action is resolved, whichever is later.
4. In preparing this bid, we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to the state's IFB, or prospective contract, 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 the outcome of this bid.
5. We understand that the state will not reimburse us for any costs incurred in the preparation of this bid. All bids become the property of the state, and we claim no proprietary right to the ideas, writings, items or samples unless so stated in the bid. Submittal of the attached bid constitutes an acceptance of the evaluation criteria and an agreement to abide by the procedures and all other administrative requirements described in the IFB.
6. We understand that any contract awarded as a result of this bid will incorporate all IFB requirements. Submittal of a bid and execution of this Certifications and Assurances document certify our willingness to comply with the contract terms and conditions appearing in the IFB, all appendices, and incorporated documents if selected as a contractor. It is further understood that our standard contract will not be allowed as a replacement for the terms and conditions appearing in the IFB, all appendices, and incorporated documents of this IFB.
7. By submitting this bid, bidder hereby offers to furnish materials, supplies, services and/or equipment in compliance with all terms, conditions, and specifications contained in this IFB.
8. We are not submitting any exceptions.



### 8 BIDDER'S AUTHORIZED OFFER and CONTRACT SIGNATURE PAGE


In submitting this bid, the authorized signatory below acknowledges having read and understood the entire IFB and amendments incorporated prior to the bid due date, and agrees to comply with its terms and conditions, as written, including the Certifications and Assurances. The authorized signatory also agrees to fulfill the offer portions made in this bid and any subsequently awarded contract.

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

This contract is effective as of FEB 10, 2016, or date of last signature, whichever is later.

<b>APPROVED (DES)</b>	
Department of Enterprise Services Contracts, Procurement and Risk Management 1500 Jefferson Building 1500 Jefferson Street SE Olympia, WA 98501	
Washington State Department of Enterprise Services	
	<u>2/22/2015</u>
Signature	Date
Mark Roush, Procurement Coordinator	
Typed or Printed Name, Title	
	<u>2.14.16</u>
Manager Signature (if applicable)	Date
Greg Tolbert, DES	

<b>Contact Information</b>	
Contact:	<u>Mark Roush</u>
Title:	<u>Procurement Coordinator</u>
Phone:	<u>(360) 407-9311</u>
Fax:	<u>360-586-2426</u>
Email:	<u>Mark.Roush@des.wa.gov</u>

<b>APPROVED (BIDDER)</b>	
Pacific Corrugated Pipe Company 89822 Highway 99 N, Eugene, OR 97402	
Bidder's Company Name & Address	
	<u>10/21/15</u>
Signature	Date
Wyatt Williams <u>Sales Representative</u>	
Typed or Printed Name, Title	

<b>Contact Information</b>	
Contact:	<u>Wyatt Williams</u>
Title:	<u>Sales Representative</u>
Phone:	<u>(541) 461-0990</u>
Fax:	<u>(541) 461-0993</u>
Email:	<u>wwilliams@pcpipe.com</u>