

**Competitive Solicitation – No. 06319**

**Household Appliances**

**Introduction**

The Washington State Department of Enterprise Services (Enterprise Services) is issuing this Competitive Solicitation pursuant to RCW chapter 39.26. Pursuant to this Competitive Solicitation, Enterprise Services intends to conduct a competitive procurement and establish and award a statewide Master Contract for eligible purchasers to purchase Refrigerators, Freezers, Ranges, Ovens, Dishwashers, Washing Machines, Dryers and Microwave Ovens (“Household Appliances”). *Note: The resulting contract will not cover accessories, compactors or disposals.*

This Competitive Solicitation is divided into six (6) sections:

* [Section 1](#Section_1) provides a summary table of relevant deadlines for responding to the Competitive Solicitation and identifies contact information for Enterprise Services’ Procurement Coordinator.
* [Section 2](#Section_2) provides important information about the procurement that is designed to help interested bidders evaluate the potential opportunity, including the purpose of the procurement and Master Contracts, the form of the resulting Master Contract, and potential contract sales.
* [Section 3](#Section_4) identifies how Enterprise Services will evaluate the bids.
* [Section 4](#Section_3) identifies how to prepare and submit a bid for this Competitive Solicitation, including detailed instructions regarding what to submit and how to submit your bid.
* [Section 5](#_Section_5_–Complaint,) details the applicable requirements to file a complaint, request a debrief conference, or file a protest regarding this Competitive Solicitation.
* [Section 6](#_Section_6_–Doing) provides information pertaining to doing business with the State of Washington.

In addition, this Competitive Solicitation includes the following Exhibits:

* [*Exhibit A – Required Bidder Information*](#Exhibit_A): These exhibits identify information that bidders must provide to Enterprise Services to constitute a responsive bid. *See* Section 4, below.
  + Exhibit A-1 – Bidder’s Certification
  + Exhibit A-2 – Bidder’s Profile
* [*Exhibit B –*](#Exhibit_B) *Household Appliances Performance Requirements*: This exhibit outlines the required specifications/qualifications for the Household Appliances that are the subject of this Competitive Solicitation.
* [*Exhibit C – Bid Price*](#Exhibit_C): This exhibit provides the pricing information that bidders will complete as part of their bid and the price evaluation tool that Enterprise Services will use to evaluate and compare bids.
* [*Exhibit D – Master Contract*](#Exhibit_D): This exhibit is a draft of the Master Contract that the successful bidder(s) will execute with Enterprise Services.

# Section 1 – Deadlines, Questions, Procurement Coordinator, and Modification

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

1. **Competitive Solicitation Deadlines**. The following table identifies important dates for this Competitive Solicitation:

| **Competitive Solicitation Deadlines** | |
| --- | --- |
| **Item** | **Date** |
| Competitive Solicitation Posting Date: | December 10, 2019 |
| Question & Answer Period: | December 10, 2019 – December 31, 2019 |
| Deadline for submitting Bids: | January 13, 2020 at 11:59pm (Pacific Time) |
| Anticipated Announcement of Apparent Successful Bidder(s): | January 17, 2020 |
| Anticipated Award of Master Contract(s): | February 1, 2020 |

1. **Competitive Solicitation Questions**. Questions or concerns regarding this Competitive Solicitation must be directed to the following Procurement Coordinator:

|  |  |
| --- | --- |
| **Procurement Coordinator** | |
| Name: | Clayton Long |
| Telephone: | 360-407-8508 |
| Email: | DESCPRMEnvironProtec@des.wa.gov |

Questions raised at the pre-bid conference and during the Q&A period will be answered and responses posted to the Washington Electronic Business Solution (WEBS).

1. **Complaints, Debriefs, & Protests**. The Competitive Solicitation (and award of the Master Contract) is subject to complaints, debriefs, and protests as explained in Section 5, which may impact the dates set forth above.
2. **Competitive Solicitation – Amendment & Modification**. Enterprise Services reserves the right to amend and modify this Competitive Solicitation. Only bidders who have properly registered and downloaded the original Competitive Solicitation directly via WEBS will receive notifications of amendments and other correspondence pertinent to this Competitive Solicitation. Bidders must be registered in WEBS to be awarded a Master Contract. Visit [WEBS](https://fortress.wa.gov/ga/webs) to register.

# Section 2 – Information About the Procurement

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

**2.1 Purpose of the Procurement – Award a Master Contract**. The purpose of this Competitive Solicitation is to receive competitive bids and award a statewide Master Contract for Household Appliances. Enterprise Services intends to award one Master Contract for each manufacturer. Bidders may bid one or more manufacturers listed, with one contract being awarded to the bidder with the highest point total for each manufacturer.

* 1. **Master Contracts**. Enterprise Services has statewide responsibility to develop ‘master contracts’ for goods and services. A Master Contract is a contract for specific goods and/or services that is competitively solicited and established by Enterprise Services, on behalf of the State of Washington, for use by statutorily specified ’purchasers’ (see below). Typically, purchasers use our Master Contracts through a purchase order, work order, or similar document. The Master Contract is designed to function as a ‘procurement bridge’ between innovative vendors who have bid and won a competitive solicitation to supply goods/services and eligible purchasers who wish to purchase such goods/services pursuant to pre-determined, clear, consistent, easy to use, value-added Master Contracts.
  2. **Master Contract Users – Eligible Purchasers**. The resulting Master Contract from this Competitive Solicitation will be available for use by the following entities, each of whom is an eligible purchaser (”Purchasers”):
     + Washington State Agencies. All Washington State agencies, departments, offices, divisions, boards, and commissions.
     + Washington State Institutions of Higher Education (colleges). Any of the following specific institutions of higher education in Washington:
       - State universities – i.e., University of Washington & Washington State University;
       - Regional universities – i.e., Central Washington University, Eastern Washington University, & Western Washington University
       - Evergreen State College;
       - Community colleges; and
       - Technical colleges.
     + MCUA Parties. The Master Contract also may be utilized by any of the following types of entities that have executed a Master Contract Usage Agreement (MCUA) with Enterprise Services:
       - Political subdivisions (e.g., counties, cities, school districts, public utility districts, ports) in the State of Washington;
       - Federal governmental agencies or entities;
       - Public-benefit nonprofit corporations (i.e., § 501(c)(3) nonprofit corporations that receive federal, state, or local funding); and
       - Federally-recognized Indian Tribes located in the State of Washington.

Enterprise Services maintains a list of eligible MCUA parties on the [MCUA Listing website](https://apps.des.wa.gov/DESContracts/Home/MCUAListing).

* ORCPP. The Master Contract also will be available for use by the Oregon Cooperative Purchasing Program (ORCPP). Accordingly, awarded bidders must service all eligible purchasers in Washington and in Oregon. Bidders must plan and bid accordingly.

While use of the Master Contract is optional for purchasers other than Washington State agencies, these entities’ use of the Master Contract can increase Master Contract use significantly. All purchasers are subject to the same contract terms, conditions, and pricing as Washington State agencies.

1. **Master Contract**. The form of the Master Contract that will be awarded as a result of this Competitive Solicitation is attached as [*Exhibit D – Master Contract*](#Exhibit_D).
2. **Contract Term**. As set forth in the attached Master Contract for this Competitive Solicitation, the contract term is seventy-two (72) months. Bidders are to specify prices for the contract term. The Master Contract is subject to earlier termination.
3. **Estimated Sales**. Historically, for prior master contracts, annual total sales were approximately $1,000,000 for the Household Appliances. Total potential or estimated contract sales is not known. As stated in this Competitive Solicitation, however, the resulting Master Contract will be available for use by all eligible purchasers. Such purchasers will decide whether the Master Contract meets their needs. Although Enterprise Services does not represent or guarantee any minimum purchase from the Master Contract, prior purchases under a similar contract are set forth in the following chart:

|  |  |  |
| --- | --- | --- |
| **Top Customers by Spend 2016-2018** | | |
| **Customer No.** | **Customer Name** | **Total** |
| 84914 | SEATTLE HOUSING AUTHORITY | $ 678,212 |
| 31698 | KING COUNTY HOUSING AUTHORITY | $ 431,168 |
| 300 | DEPARTMENT OF SOCIAL & HEALTH SERVICES | $ 235,843 |
| 13600 | WALLA WALLA COUNTY | $ 151,261 |
| 21104 | CITY OF PASCO | $ 141,369 |
| 23913 | CITY OF YAKIMA | $ 122,016 |
| 23105 | CITY OF EVERETT | $ 115,489 |
| 360 | UNIVERSITY OF WASHINGTON | $ 98,580 |
| 85715 | BELLINGHAM HOUSING AUTHORITY | $ 85,780 |
| 84913 | RENTON HOUSING AUTHORITY | $ 82,774 |
| 84402 | TACOMA HOUSING AUTHORITY | $ 77,240 |
| 310 | DEPARTMENT OF CORRECTIONS | $ 69,508 |

1. **Washington State Procurement Priorities & Preferences**. Enterprise Services will apply the following Washington State procurement priorities and preferences to this Competitive Solicitation:

* Small Business and/or Veteran-Owned Business. Bidders will receive an additional five (5) points for evaluation purposes for certifying they are a Washington Small or Veteran-Owned Business.
* Procurement Preference for Executive Order 18-03 (Firms without Mandatory Individual Arbitration for Employees). Pursuant to RCW 39.26.160(3) (best value criteria) and consistent with Executive Order 18-03 – Supporting Workers’ Rights to Effectively Address Workplace Violations (dated June 12, 2018), Enterprise Services will evaluate bids for best value and provide a bid preference in the amount of one (1) point for evaluations purposes, to any bidder who certifies, pursuant to the Bidder Certification attached as Exhibit A-1 – Bidder’s Certification, that their firm does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waiver.

# Section 3 – Bid Evaluation

This section identifies how Enterprise Service will evaluate Competitive Solicitation bids.

**3.1 Overview**. Enterprise Services will evaluate bids for this Competitive Solicitation as described below.

* Bidder responsiveness, performance requirements, price factors, and responsibility, will be evaluated based on the process described herein.
* Any bidder whose bid is 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 bids, or portions thereof; (3) Accept any portion of the items bid unless the bidder stipulates all or nothing in their bid; (4) Cancel the Competitive Solicitation and re-solicit bids; and/or (5) Negotiate with the lowest responsive and responsible bidder(s) to determine if such bid can be improved.
* Enterprise Services will use the following process and evaluation criteria for an award of a Master Contract:

| Step | | Item | Points |
| --- | --- | --- | --- |
| 1 | | Responsiveness | Pass/Fail |
| 2 | | Performance Requirements Exhibit B – Household Appliances Performance Requirements | Pass/Fail |
| 3A | | Bid Evaluation | |
| Cost Factors Exhibit C – Bid Price**\*** | 100 |
| **\*** | If bidder quotes 0% markup/markdown for 3A off MSRP, then they will be awarded fifty (50) points. For every percentage point they quote above or below MSRP their point total will be adjusted by one (1) point.  Examples:  Bidder bids no markdown/markup (0%). Formula: 50 + 0 = 50 points  Bidder bids 10% markdown. Formula: 50 + 10 = 60 points  Bidder bids 10% markup. Formula: 50 – 10 = 40 points | | |
| Total: | | | 100 |
| 3B | | State Procurement Priorities | |
| Washington Small or Veteran-Owned Business | 5 |
| Executive Order 18-03 | 1 |
| Total: | | | 106 |
| 4 | | Responsible Bidder | |
| Responsibility Analysis | Pass/Fail |

* Bidders are not required to quote all manufacturers. Bidders can also list other manufacturers not listed below for consideration. For manufacturers or brands not listed below to be considered, vendors must provide a link to the manufacturer’s or a brand’s public website where base pricing is located. Manufacturers and brands not listed below submitted by bidders will be evaluated by the Sourcing Team, and at their discretion can be awarded contracts. This contract will be awarded by manufacturer for the purchase of Household Appliances. To facilitate timely contract award, this contract may be awarded in phases by manufacturer or as is determined to be in the State’s best interest.

1. **Responsiveness (Step 1)**. Enterprise Services will review bids – on a pass/fail basis – to determine whether the bid is ‘responsive’ to this Competitive Solicitation. This means that Enterprise Services will review each bid to determine whether the bid is complete – i.e., does the bid include each of the required bid submittals, are the submittals complete, signed, legible. Enterprise Services reserves the right – in its sole discretion – to determine whether a bid is responsive – i.e., to determine a bidder’s compliance with the requirements specified in this Competitive Solicitation and to waive informalities in a bid. An informality is an immaterial variation from the exact requirements of the Competitive Solicitation, having no effect or merely a minor or negligible effect on quality, quantity, or delivery of the goods 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. Responsive bids will be evaluated as set forth herein.
2. **Performance Requirements Evaluation (Step 2)**. Enterprise Services will evaluate each bid to ensure that each bidder’s product or service meets the performance requirements set forth in [*Exhibit B – Household Appliances Performance Requirements*](#Exhibit_B)*.* This Exhibit is Pass/Fail, where the bidder either meets the specification or does not. Enterprise Services reserves the right to request additional information or perform tests and measurements before selecting the Apparent Successful Bidder. A bidder’s failure to provide requested information to Enterprise Services within ten (10) business days may result in disqualification.
3. **Bid Pricing Evaluation (Step 3A)**. Enterprise Services will evaluate bids to identify the lowest cost based on percentage off/above Manufacturer’s Suggested Retail Price (MSRP) – by reviewing and comparing the submitted percentage off of MSRP provided in Exhibit C – Bid Price. Bidders will receive an additional five (5) points for certifying they are a Washington Small or Veteran-Owned Business. Bidders will receive an additional one (1) point for verifying they comply with Executive Order 18-03.
4. **Washington State Procurement Priorities & Preferences (Step 3B)**. Enterprise Services will apply the following Washington State procurement priorities and preferences to this Competitive Solicitation

* Washington Small Businesses or Veteran-Owned Businesses. In furtherance of Washington’s business inclusion goals Enterprise Services will evaluate bids for best value and will provide a bid preference in the amount of five (5) points to any bidder who certifies, pursuant to the Bidder Certification attached as Exhibit A-1 – Bidder’s Certification, and documents its status as
  1. a ‘Washington small business’ as defined in RCW 39.26.010, or. A Washington small business is an in-state business, including a sole proprietorship, corporation, partnership, or other legal entity, that certifies on WEBS, under penalty of perjury, that it is owned and operated independently from all other businesses and has either: (a) fifty (50) or fewer employees; or (b) gross revenue of less than seven million dollars ($7,000,000) annually as reported on its federal income tax return or its return filed with the Washington State Department of Revenue over the previous three consecutive years, or
  2. a certified veteran-owned business under RCW 43.60A.190 and is identified as such on WEBS (which is confirmed by the Washington Department of Veterans’ Affairs).
* Procurement Preference for Executive Order 18-03 (Firms without Mandatory Individual Arbitration for Employees). Pursuant to RCW 39.26.160(3) (best value criteria) and consistent with [*Executive Order 18-03* – *Supporting Workers’ Rights to Effectively Address Workplace Violations*](https://www.governor.wa.gov/sites/default/files/exe_order/18-03%20-%20Workers%20Rights%20%28tmp%29.pdf?=32717) (dated June 12, 2018), Enterprise Services will evaluate bids for best value and provide a bid preference in the amount of one (1) point for evaluation purposes to any bidder who certifies, pursuant to the Bidder Certification attached as *Exhibit A-1 – Bidder’s Certification*, that their firm does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waiver.

1. **Responsibility Analysis (Step 4)**. For responsive bids, Enterprise Services will make reasonable inquiry to determine the responsibility of any bidder. Determination of responsibility will be made on a pass/fail basis. In determining responsibility, Enterprise Services will consider the following:

* The ability, capacity, and skill of the bidder to perform the contract or provide the service required
* The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
* Whether the bidder can perform the contract within the time specified;
* The quality of performance of previous contracts or services;
* The previous and existing compliance by the bidder with laws relating to the contract or services;
* Whether, within the three-year period immediately preceding the date of the Competitive Solicitation, the bidder has been determined by a final and binding citation and notice of assessment issued by the Washington State Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW; and
* Such other information as may be secured having a bearing on the decision to award the Master Contract.

In addition, Enterprise Services may consider the following:

* Financial Information: Enterprise Services may request 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 may result in a bid being rejected as non-responsive.
* References: Enterprise Services 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-responsible.

1. **Contract Negotiations (Step 5)**. In the event of a tie bid by manufacturer, EnterpriseServices will negotiate the markup/markdown percentage with the highest scored responsive, responsible tied bidders to determine the manufacturer winner. If a winner can still not be determined, Enterprise Services will perform and evaluate Reference Checks from the references provided in Exhibit A-2 – Bidder’s Profile, to determine the Manufacturer Category winner.
2. **Announcement of Apparent Successful Bidder**. Enterprise Services will determine the Apparent Successful Bidder (“ASB”). The ASB will be the responsive and responsible bidder(s) that best meet(s) the Competitive Solicitation requirements and presents the best total value, including price, as calculated consistent with the instructions set forth in [*Exhibit C – Bid Price*](#Exhibit_C), and other factors as set forth in this Competitive Solicitation including any applicable state procurement priority or preference.

* Designation as an ASB does not imply that Enterprise Services will issue an award for a Master Contract to your firm. Rather, this designation allows Enterprise Services to perform further analysis and ask for additional documentation. 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.
* Upon announcement of the ASB, bidders may request a debrief conference as specified in Section 5.

1. **Award of Master Contract**. Subject to protests, if any, Enterprise Services and the ASB will enter into a Master Contract as set forth in [*Exhibit D – Master Contract*](#Exhibit_D). An award, in part or full, is made and a contract formed by signature of Enterprise Services and awarded bidder on the Master Contract. Enterprise Services reserves the right to award on an all-or-nothing consolidated basis. Following the award of the Master Contract, all bidders registered in WEBS will receive a Notice of Award delivered to the bidder’s email address provided in the bidder’s profile in WEBS.
2. **Bid Information Availability**. Upon Enterprise Services’ announcement of ASB, all bid submissions and all bid evaluations are subject to public disclosure pursuant to Washington’s Public Records Act. *See* RCW 39.26.030(2). Upon Enterprise Services’ announcement of ASB, Enterprise Services will post all bid evaluations to Enterprise Services’ website.
3. **Additional Awards**. Enterprise Services reserves the right, during the resulting Master Contract term, to make additional Master Contract awards to responsive, responsible bidders who provided a bid but who are not awarded a Master Contract. 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.

# Section 4 – How to Prepare and Submit a Bid for this Competitive Solicitation

This section identifies how to prepare and submit your bid to Enterprise Services for this Competitive Solicitation. In addition, bidders will need to review and follow the Competitive Solicitation requirements including those set forth in the exhibits, which identifies the information that bidders must provide to Enterprise Services to constitute a responsive bid. By responding to this Competitive Solicitation and submitting a bid, bidders acknowledge having read and understood the entire Competitive Solicitation and accept all information contained within this Competitive Solicitation.

1. **Pre-Bid Conference**. Enterprise Services will host a Competitive Solicitation pre-bid conference at the time and location indicated in Section 1.1 of this Competitive Solicitation. Attendance is not mandatory. Bidders, however, are encouraged to attend and participate. The purpose of the pre-bid conference is to clarify the Competitive Solicitation as needed and raise any issues or concerns that bidders may have. If changes to the Competitive Solicitation are required as a result of the pre-bid conference, the Procurement Coordinator will post an amendment to this Competitive Solicitation to WEBS. Assistance for disabled, blind, or hearing-impaired persons who wish to attend the pre-bid conference is available with prior arrangement by contacting the Procurement Coordinator.
2. **Bidder Communications Regarding this Competitive Solicitation**. During the Competitive Solicitation process, all bidder communications regarding this Competitive Solicitation must be directed to the Procurement Coordinator for this Competitive Solicitation. *See* Section 1.2 of this Competitive Solicitation. Bidders should rely only on this Competitive Solicitation and written amendments to the Competitive Solicitation issued by the Procurement Coordinator. In no event will oral communications regarding the Competitive Solicitation be binding.

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

1. **Pricing**. Bid prices must include all cost components needed for delivery and installation of the Appliances as described in this Competitive Solicitation, in addition to removal of old equipment. *See* [*Exhibit C – Bid Price*](#Exhibit_C). A bidder’s failure to identify all costs in a manner consistent with the instructions in this Competitive Solicitation is sufficient grounds for disqualification.

* Inclusive Pricing: Bidders must identify and include all cost elements in their pricing. In the event that bidder is awarded a Master Contract, the total price for the Household Appliances shall be bidder’s price as submitted. Except as provided in the Master Contract, there shall be no additional costs of any kind.
* Credit Cards (P-Cards): In the event that bidder is awarded a Master Contract, the total price for the Household Appliances shall be the same regardless of whether purchasers make payment by cash, credit card, or electronic payment. Bidder shall bear, in full, any processing or surcharge fees associated with the use of credit cards or electronic payment.
* Vendor Management Fee: The resulting Master Contract from this Competitive Solicitation will include a Vendor Management Fee as specified in the Master Contract attached as [*Exhibit D – Master Contract*](#Exhibit_D).

1. **Bid Submittal Checklist – Required Bid Submittals**. This section identifies the bid submittals that must be provided to Enterprise Services to constitute a responsive bid. The submittals must be delivered as set forth below. Bids that do not include the submittals identified below may be rejected as nonresponsive. In addition, a bidder’s failure to complete any submittal as instructed may result in the bid being rejected. Bidders must identify any supplemental materials with the bidder’s name.

* Exhibit A-1 – Bidder’s Certification  
  This document is the Bidder’s Certification.  
  Complete the certification, attach it to the bid along with any exceptions or required explanations, and submit it to Enterprise Services.  
  Note: the Certification must be complete. Where there are choices, Bidder must check a box. The certification must be signed and submitted by a duly authorized representative for the Bidder.
* Exhibit A-2 – Bidder’s Profile  
  This document is required bidder information for Enterprise Services’ contract administration purposes.  
  Complete as instructed and submit with the bid to Enterprise Services.
* Exhibit B – Household Appliances Performance Requirements  
  Bidder will need to confirm that they meet or exceed the detailed specifications/qualifications addressed in [*Exhibit B –*](#Exhibit_B) *Household Appliances Performance Requirements*.
* **Exhibit C – Bid Price**Bidder will need to complete the price worksheet templates as instructed in [*Exhibit C – Bid Price*](#Exhibit_C).

1. **Bid Format**. Bids must be complete, legible, signed, and follow all instructions stated in the Competitive Solicitation (including the exhibits). Unless otherwise specified in writing by Enterprise Services, documents included with an electronic bid must be prepared in MS Word, MS Excel, or Adobe PDF.
2. **Submitting Bids**. Your electronic bid must be emailed to [DESCPRMEnvironProtec@des.wa.gov](mailto:DESCPRMEnvironProtec@des.wa.gov). Enterprise Services’ email boxes only can accept emails that total less than 30MB in size. Bidders are cautioned to keep email sizes to less than 25MB to ease delivery. Zipped files cannot be accepted.

# Section 5 –Complaint, Debrief, & Protest Requirements

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

1. **Complaints**. This Competitive Solicitation offers a complaint period for bidders wishing to voice objections to this solicitation. The complaint period ends five (5) business days before the bid 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, if applicable, at the Pre-Bid Conference. Failure by the bidder 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 bidder complaints result in changes to the Competitive Solicitation, written amendments will be issued and posted on WEBS.
   1. 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.
   2. 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 bid 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.
   3. 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 bid submittals, unless more time is needed. Enterprise Services is required to promptly post the response to a complaint on WEBS
   4. 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 bid submittal may be deemed waived for protest purposes.
2. **Debrief Conferences**. A Debrief Conference is an opportunity for a bidder and the Procurement Coordinator to meet and discuss the bidder’s bid. A debrief is a required prerequisite for a bidder wishing to file a protest. Following the evaluation of the bids, Enterprise Services will issue an announcement of the ASB. That announcement may be made by any means, but Enterprise Services likely will use email to the bidder’s email address provided in the Bidder’s Profile. Bidders will have three (3) business days to request a Debrief Conference. Once a Debrief Conference is requested, Enterprise Services will offer the requesting bidder one meeting opportunity and notify the bidder 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 ASB and the bidder’s request for a Debrief Conference. Enterprise Services will not allow the debrief process to delay the award. Therefore, bidders should plan for contingencies and alternate representatives; bidders who are unwilling or unable to attend the Debrief Conference will lose the opportunity to protest.
   1. Timing. A Debrief Conference may be requested by a bidder following announcement of the Apparent Successful Bidder.
   2. Purpose of Debrief Conference. Any bidder who has submitted a timely bid response may request a Debrief Conference (see Form and Substance, and Other below). A Debrief Conference provides an opportunity for the bidder to meet with Enterprise Services to discuss its bid and evaluation.
   3. 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 Bidder. 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 bidder 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.
3. **Protests**. Following a Debrief Conference, a bidder may protest the award of the Master Contract.
   1. 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 Competitive Solicitation.
   2. Initiating a Protest. Any bidder may protest an award to the ASB. A protest must: (a) Be submitted to and received by the Procurement Coordinator, within five (5) business days after the protesting bidder’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.
   3. 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.
   4. Decision is Final. The protest decision is final and not subject to administrative appeal. If the protesting bidder does not accept Enterprise Services’ protest response, the bidder may seek relief in Thurston County Superior Court.
4. **Communication During Complaints, Debriefs, and Protests**. All communications about this Competitive Solicitation, including complaints, debriefs, and protests, must be addressed to the Procurement Coordinator unless otherwise directed.
   1. Form, Substance, & Other. All complaints, requests for debrief, and protests must (a) Be in writing; (b) Be signed by the complaining or protesting bidder 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.
   2. Complaints & Protests. All complaints and protests must (a) State all facts and arguments on which the complaining or protesting bidder is relying as the basis for its action; and (b) Include any relevant documentation or other supporting evidence.
5. **How to Contact Enterprise Services**.
   1. To Submit a Complaint. Send an email message to the Procurement Coordinator listed in this Competitive Solicitation. The email message must include “Complaint” in the subject line of the email message. Alternatively, mail the complaint to the Procurement Coordinator listed in this Competitive Solicitation at the following address:

Attn: Procurement Coordinator – Complaint  
Contracts & Procurement Division  
Washington State Department of Enterprise Services  
P.O. Box 41411  
Olympia, WA 98504-1411

* 1. To Request a Debrief Conference. Send an email message to the Procurement Coordinator listed in this Competitive Solicitation. The email message must include “Debrief” in the subject line of the email message.
  2. To Submit A Protest. Send an email message to the Procurement Coordinator listed in this Competitive Solicitation. The email message must include “Protest” in the subject line of the email message. Alternatively, mail the protest to the Procurement Coordinator listed in this Competitive Solicitation at the following address

Attn: Procurement Coordinator – Protest  
Contracts & Procurement Division  
Washington State Department of Enterprise Services  
P.O. Box 41411  
Olympia, WA 98504-1411

# Section 6 –Doing Business with the State of Washington

This section provides information regarding how to contract with and do business with the State of Washington.

1. **Washington’s Public Records Act – Public Records Disclosure Requests**.
   * All documents (written and electronic) submitted to Enterprise Services as part of this procurement are public records. Unless statutorily exempt from disclosure, such records are subject to disclosure ***if*** requested. *See* RCW chapter 42.56, Public Records Act. Enterprise Services strongly discourages bidders from unnecessarily submitting sensitive information (e.g., information that you might categorize as ‘confidential,’ ‘proprietary,’ ‘sensitive,’ ‘trade secret,’ etc.).
     + If, in your judgment, there is an applicable statutory exemption from disclosure for certain portions of your bid, please mark the precise portion(s) of the relevant page(s) of your bid that you believe are statutorily exempt from disclosure and identify the precise statutory basis for exemption from disclosure.
     + In addition, if, in your judgment, certain portions of your bid are not statutorily exempt from disclosure but are sensitive because these particular portions of your bid (NOT including pricing) include highly confidential, proprietary, or trade secret information (or the equivalent) that your firm protects through the regular use of confidentiality or similar agreements and routine enforcements through court enforcement actions, please mark the precise portion(s) of the relevant page(s) of your bid that include such sensitive information.
   * In the event that Enterprise Services receives a public records disclosure request pertaining to information that you have submitted and marked either as (a) statutorily exempt from disclosure; or (b) sensitive, Enterprise Services, prior to disclosure, will do the following:
     + Enterprise Services’ Public Records Officer will review any records marked as statutorily exempt from disclosure. In those situations, where the designation comports with the stated statutory exemption from disclosure, Enterprise Services will redact or withhold the document(s) as appropriate.
     + For documents marked ‘sensitive’ or for documents where Enterprise Services either determines that no statutory exemption to disclosure applies or is unable to determine whether the stated statutory exemption to disclosure properly applies, Enterprise Services will notify the bidder at the address provided in the bid submittal of the public records disclosure request and identify the date that Enterprise Services intends to release the document(s) (including documents marked ‘sensitive’ or exempt from disclosure) to the requester unless the bidder, at bidder’s sole expense, timely obtains a court order enjoining Enterprise Services from such disclosure. In the event Bidder fails to timely file a motion for a court order enjoining such disclosure, Enterprise Services will release the requested document(s) on the date specified. Bidder’s failure properly to identify exempted or sensitive information or 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 or protected from disclosure.
2. **Economic Goals**. In support of the state’s economic goals, bidders are encouraged to consider the following in responding to this Competitive Solicitation:
   * Support for a diverse supplier pool, including, veteran-owned, minority-owned and women-owned business enterprises. Results Washington has established the following voluntary numerical goals for this Competitive Solicitation:
     + 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. Bidders may contact the [Office of Minority and Women’s Business Enterprises](http://www.omwbe.wa.gov/) for information on certified firmsor to become certified

* + 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.

1. **Resources**.
   * Register for competitive solicitation notices at the Washington Electronic Business Solution (WEBS) [WEBS Registration](http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/WEBSRegistration.aspx). Note: There is no cost to register on WEBS.
   * 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 [OMWBE](http://www.omwbe.wa.gov/).
   * Contact the Washington State Department of Veterans’ Affairs about veteran-owned businesses certification at (360) 725-2169 or [DVA](http://www.dva.wa.gov/).
   * Contact Enterprise Services about small and diverse business inclusion.

**Exhibit A-1 – Bidder’s Certification**

Note: As set forth above, Bidder must complete, sign, and return the Bidder’s Certification to Enterprise Services.

|  |  |  |  |
| --- | --- | --- | --- |
| Competitive Solicitation: | No. 06319 | | |
| Bidder: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Type/print full legal name of Bidder | | |
| Bidder’s Address: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Type/print Bidder’s Address | | |
| Bidder Organization Type: Check appropriate box | Corporation: | * Domestic | * Foreign |
| Limited Liability Company (LLC): | * Domestic | * Foreign |
| Partnership: | * Domestic | * Foreign |
| Sole Proprietorship: |  | |
| State of Formation: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Type/print the state where the corporation, LLC, or partnership is formed – e.g., ‘Washington’ if domestic and the name of the state if ‘Foreign’ (i.e., not Washington) | | |

Bidder, through the duly authorized undersigned, makes this certification as a required element of submitting a responsive bid. Bidder certifies, to the best of its knowledge and belief:

1. Understanding. Bidder has read, thoroughly examined, and fully understands all of the provisions in the Competitive Solicitation (including all exhibits) and the terms and conditions of the Master Contract and any amendments or clarifications to the Competitive Solicitation, and agrees to abide by the same.
2. Accuracy. Bidder has carefully prepared and reviewed its bid and fully supports the accuracy of the same. Bidder further understands that Enterprise Services shall not be responsible for any errors or omission on the part of Bidder in preparing its bid. The facts declared here are true and accurate. Bidder further acknowledges that the continuing compliance with these statements and all requirements of the Competitive Solicitation are conditions precedent to the award or continuation of the resulting Master Contract.
3. No Collusion or Anti-Competitive Practices. Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Competitive Solicitation. Bidder’s bid prices 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 (a) those prices, (b) the intention to submit a bid, or (c) the methods or factors used to calculate the prices offered. Bidder has not been and will not knowingly disclose its bid prices, directly or indirectly, to any other bidder or competitor before award of a Master Contract, unless otherwise required by law. No attempt has been made or will be made by the bidder to induce any other person to submit or not to submit a bid for the purpose of restricting competition. Bidder, however, freely may join with other persons or organizations for the purpose of presenting a bid.
4. Firm Offer. Bidder agrees that its bid, attached hereto, is a firm offer which cannot be withdrawn for a period of ninety (90) days from and after the bid due date specified in the Competitive Solicitation. Enterprise Services may accept such bid, with or without further negotiation, at any time within such period. In the event of a protest, Bidder’s bid shall remain valid for such period or until the protest and any related court action is resolved, whichever is later.
5. Conflict of Interest. In preparing this bid, bidder has not been assisted by any current or former employee of the State of Washington whose duties relate (or did relate) to this Competitive Solicitation, or prospective Master 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.
6. No Reimbursement. Bidder understands that the State of Washington will not reimburse bidder for any costs incurred in the preparation of this bid. All bids become the property of the State of Washington, and bidder claims no proprietary right to the ideas, writings, items, or samples unless so stated in the bid.
7. Performance. Bidder understands that its submittal of a bid and execution of this Bidder’s Certification certifies bidder’s willingness to comply with the Master Contract if awarded such. By submitting this bid, Bidder hereby offers to furnish the Household Appliances solicited pursuant to this Competitive Solicitation in compliance with all terms, conditions, and specifications contained in this Competitive Solicitation and the resulting Master Contract or, if applicable, as detailed on a Contract Issue List, if permitted in this Competitive Solicitation.
8. Insurance. Bidder certifies as follows (must check one):

* *Bidder Has Required Insurance*. Bidder has attached a current, valid Certificate of Insurance with each and all of the required insurance coverages (note: Bidder must attach the Insurance Certificate).

or

* *Bidder Does Not have Required Insurance*. As detailed on the attached explanation (Bidder to provide), Bidder either does not have a current, valid Certificate of Insurance with each and all of the required insurance coverages or, if designated as the Apparent Successful Bidder will provide such a Certificate of Insurance within twenty-four (24) hours or be deemed a nonresponsive bid.

1. Debarment. Bidder certifies as follows (must check one):

* *No Debarment*. Bidder and/or its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with any federal, state, or local governmental entity.

or

* *Debarred*. As detailed on the attached explanation (Bidder to provide), Bidder and/or its principals presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with a federal, state, or local governmental entity.

1. Criminal Offense. Bidder certifies as follows (must check one):

* *No Criminal Offense*. Bidder has not, within the three (3) year period preceding the date of this Competitive Solicitation, been convicted or had a civil judgment rendered against Bidder for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a governmental contract; violation of any federal or state antitrust statute; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. Bidder further certifies that it is not presently indicted or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in this paragraph.

or

* *Criminal Offense*. As detailed on the attached explanation (Bidder to provide), within the three (3) year period preceding the date of this Competitive Solicitation, Bidder has been convicted or had a civil judgment rendered against Bidder for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a governmental contract; violation of any federal or state antitrust statute; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

1. Wage Theft Prevention. Bidder certifies as follows (must check one):

* *No Wage Violations*. Bidder has NOT been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in [RCW 49.48.082](http://app.leg.wa.gov/RCW/default.aspx?cite=49.48.082), any provision of RCW chapters [49.46](http://app.leg.wa.gov/RCW/default.aspx?cite=49.46), [49.48](http://app.leg.wa.gov/RCW/default.aspx?cite=49.48), or [49.52](http://app.leg.wa.gov/RCW/default.aspx?cite=49.52) within three (3) years prior to the date of the above-referenced Competitive Solicitation date.

or

* *Violations of Wage Laws*. Bidder has been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in [RCW 49.48.082](http://app.leg.wa.gov/RCW/default.aspx?cite=49.48.082), a provision of RCW chapters [49.46](http://app.leg.wa.gov/RCW/default.aspx?cite=49.46), [49.48](http://app.leg.wa.gov/RCW/default.aspx?cite=49.48), or [49.52](http://app.leg.wa.gov/RCW/default.aspx?cite=49.52) within three (3) years prior to the date of the above-referenced Competitive Solicitation date.

1. Washington Small Business or Veteran-Owned Business. Bidder certifies as follows (must check one):

Enterprise Services will evaluate bids for best value and provide a **bid preference in the amount of five (5) points** to any bidder who certifies, pursuant to the Bidder Certification attached as Exhibit A-1 – Bidder’s Certification, for certifying they are a Washington Small or Veteran-Owned Business.

* *Washington Small Business or Veteran-Owned Business.* Bidder is a Washington Small Business as defined to RCW 39.26.010 (i.e., Bidder is owned and operated independently from all other businesses and has either: (a) fifty (50) or fewer employees; or (b) gross revenue of less than seven million dollars ($7,000,000) annually as reported on its federal income tax return or its return filed with the Washington State Department of Revenue over the previous three consecutive years) and Bidder has certified its small business status in WEBS or is a certified Veteran-Owned business under RCW 43.60A.190 and is identified as such on WEBS (which is confirmed by the Washington Department of Veterans’ Affairs).

or

* *Not Washington Small Business or Not Veteran-Owned Business.* Bidder is not a Washington Small Business as defined in RCW 39.26.010 or is not a certified Veteran-Owned business under RCW 43.60A.190.

1. Workers’ Rights (Executive Order 18-03). Bidder certifies as follows (must check one):

Enterprise Services will evaluate bids for best value and provide a **bid preference in the amount of one (1) point** to any bidder who certifies, pursuant to the Bidder Certification attached as *Exhibit A-1 – Bidder’s Certification*, that their firm does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waiver.

* *No Mandatory Individual Arbitration Clauses and Class or Collective Action Waivers for Employees*. Bidder does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

or

* *Mandatory Individual Arbitration Clauses and Class or Collective Action Waivers for Employees*. Bidder requires its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

1. Termination for Default or Cause. Bidder certifies as follows (must check one):

* *No Termination for Default or Cause*. Bidder has not, within the three (3) year period preceding the date of this Competitive Solicitation, had one (1) or more federal, state, or local governmental contracts terminated for cause or default.

or

* *Termination for Default or Cause*. As detailed on the attached explanation (Bidder to provide), within the three (3) year period preceding the date of this Competitive Solicitation, Bidder has had one (1) or more federal, state, or local governmental contracts terminated for cause or default.

1. Taxes. Bidder certifies as follows (must check one):

* *Taxes Paid*. Except as validly contested, Bidder is not delinquent and has paid or has arranged for payment of all taxes due to the State of Washington and has filed all required returns and reports as applicable.

or

* *Delinquent Taxes*. As detailed on the attached explanation (Bidder to provide), Bidder has not paid or arranged for payment of all taxes due to the State of Washington and/or has not timely filed all required returns and reports as applicable.

1. Lawful Registration. Bidder, if conducting business other than as a sole proprietorship (e.g., Bidder is a corporation, limited liability company, partnership) certifies as follows (must check one):

* *Current Lawful Registration*. Bidder is in good standing in the State of Washington and the jurisdiction where Bidder is organized, including having timely filed of all required annual reports.

or

* *Delinquent Registration*. As detailed on the attached explanation (Bidder to provide), Bidder currently is not in good standing in the State of Washington and/or the jurisdiction where Bidder is organized.

1. Subcontractors. Bidder certifies as follows (must check one):

* *No Subcontractors*. If awarded a Master Contract, Bidder will not utilize subcontractors to provide the Household Appliances subject to this Competitive Solicitation.

or

* *Subcontractors*. As detailed on the attached explanation (Bidder to provide), If awarded a Master Contract, Bidder will utilize subcontractors to provide the Household Appliances subject to this Competitive Solicitation. In such event, Bidder agrees to assume responsibility for contract obligations and any liability for all such actions of such subcontractors. Note: Bidder must provide the precise legal name (including state of organization), business address, and federal tax identification number (TIN) for each subcontractor. Note: If the TIN is a SSN, provide only the last four (4) digits.

1. References. Bidder authorizes Enterprise Services (or its agent) to contact Bidder’s references and others who may have pertinent information regarding Bidder’s prior experience and ability to perform the Master Contract, if awarded. Bidder authorizes such individuals and firms to provide such references and release to Enterprise Services information pertaining to the same.

I hereby certify, under penalty of perjury under the laws of the State of Washington, that the certifications herein are true and correct and that I am duly authorized to make these certifications on behalf of the Bidder listed herein.

|  |  |
| --- | --- |
| Bidder Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Print Name of Bidder – Print full legal entity name of the firm submitting the Bid | |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature of Bidder’s authorized person  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title of person signing certificate  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Print Name of person making certifications for Bidder  Place: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Print city and state where signed |

Return Contractor Certification to Procurement Coordinator at:  
[DESCPRMEnvironProtec@des.wa.gov](mailto:DESCPRMEnvironProtec@des.wa.gov)

**Exhibit A-2 – Bidder’s Profile**

Note: As set forth above, Bidder must complete and return the Bidder’s Profile to Enterprise Services.

|  |  |
| --- | --- |
| Competitive Solicitation No.: | 06319 |
| Bidder: |  |

|  |  |  |
| --- | --- | --- |
| **Bidder Information** | | |
| Legal name (from Business License) and address:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Business Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ City, State, Zip Code |  |  |
|  |  |
| Washington State Department of Revenue Registration Number  Note: This is the Unified Business Identifier (UBI) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| Federal Tax ID No. (TIN):  Note: If your TIN is a Social Security number, provide only the last four digits. | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| Is your firm certified as a minority or woman owned business with the Washington State Office of Minority & Women’s Business Enterprises (OMWBE)? | Yes  No  If yes, provide MWBE certification no. \_\_\_\_\_\_\_\_ | |
| Is your firm a self-certified Washington State small business?  Note: See definitions of ‘microbusiness,’ ‘minibusiness,’ and ‘small business,” set forth in RCW 39.26.010. | Yes  No  If yes, what is your business size?  Small  Mini  Micro | |
| Is your firm certified as Veteran Owned with the Washington State Department of Veteran Affairs? | Yes  No  If yes, provide WSDVA certification no. \_\_\_\_\_\_\_\_\_\_. | |

ORCPP. The Master Contract also will be available for use by the Oregon Cooperative Purchasing Program (ORCPP). Accordingly, awarded bidders must service all eligible purchasers in Washington and in Oregon. Bidders must plan and bid accordingly.

|  |  |
| --- | --- |
| **Contract Management Points of Contact** | |
| Authorized Representative  Name:  Email:  Phone: | Contract Administrator  Name:  Email:  Phone: |
| Sales Reporting Representative  Name:  Email:  Phone: | Sales Reporting Alternate  Name:  Email :  Phone: |
| Management Fee Representative  Name:  Email:  Phone: | Management Fee Contact Alternate  Name:  Email:  Phone: |
| Address for Enterprise Services to send management fee invoices:  Company name:  Attn:  Address:  City/State/Zip: | |

|  |  |  |  |
| --- | --- | --- | --- |
| **Ordering/Sales Points of Contact (expand as necessary)** | | | |
| **Name** | **Phone Number** | **E-mail** | **Area of Responsibility** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

**References**

Provide a minimum of three (3) commercial or government references for which bidder has delivered Household Appliances similar in scope as described in the Competitive Solicitation.

|  |  |
| --- | --- |
| **Reference 1** | |
| Company Name:  Contact:  Phone:  Email: |  |
| **Reference 2** | |
| Company Name:  Contact:  Phone:  Email: |  |
| **Reference 3** | |
| Company Name:  Contact:  Phone:  Email: |  |

**Will Call/Service Locations**

Identify will call or service locations throughout the state.

|  |  |  |  |
| --- | --- | --- | --- |
| **Location** | **Point of Contact** | **Phone Number** | **Area(s) of Responsibility** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

**Purchase Cards (i.e., credit cards**)

Please indicate which types of purchasing (credit) cards are accepted (note: any card fees must be included in the unit price of the bid):

Visa  Master Card  American Express  Discover  Other:

Return Bidder’s Profile to Procurement Coordinator at:  
[DESCPRMEnvironProtec@des.wa.gov](mailto:DESCPRMEnvironProtec@des.wa.gov)

**Exhibit B – Household Appliances Performance Requirements**

Note: As set forth above, Bidder must complete and return *Exhibit B – Household Appliances Performance Requirements*.

***SCOPE AND CLASSIFICATION***

This specification governs the products furnished under the Contract, namely: refrigerators, freezers, ranges, ovens, washing machines, dryers and microwave ovens, which are commercially available and commonly used in various facilities, staff housing, institutions, schools, and shops. This specification is general in detail of construction and materials used, as it is recognized that there is a variation in the manufacturing process by manufacturers who produce acceptable products. The particular product classifications are detailed on the Price Sheets included in this solicitation document.

**Instructions:**

1. For each specification, indicate by a mark if you are able to meet the requirements as specified in the designated column. Failure to mark the “as specified” box may increase the risk of the bid being rejected.
2. If not as specified, do not mark as specified and fully describe any variance in the designated column.
3. Variances will be evaluated by a committee of stakeholders who will determine if the variance is acceptable.

| Specification | As Specified |
| --- | --- |
| 1. Bidder certifies that all appliance sold under this contract shall comply with Underwriters Laboratories, Inc. (UL) Publications:  * Standard No. 250 - Household Refrigerators and Freezers * Standard No. 817 - Cord Sets and Power Supply Cords * Standard No. 858 - Household Electric Ranges * Standard No. 749 – Household Dishwasher * Standard No. 2158 - Electric Clothes Dryers * Standard No. 2157 - Electrical Clothes Washing Machines and Extractors * Standard No. 1240 – Electric Commercial Clothes-Drying Equipment * Standard No. 1206 – Electric Commercial Clothes-Washing Equipment |  |
| 1. Bidder agrees that all appliances sold under this contract shall be Energy Star rated, with the exception of ovens and ranges. |  |
| 1. All appliances shall be delivered with at least one copy of the operator’s manual or access to electronic version of the repair manual to include a parts catalog or list. |  |
| 1. Delivery Requirements. Contractor must ensure that delivery of Household Appliances will be made as required by this Master Contract, the Purchase Order used by Purchasers, or as otherwise mutually agreed in writing between the Purchaser and Contractor  * Contractor shall make all deliveries to the applicable delivery location specified in the Purchase Order. Such delivers shall occur during Purchaser’s normal work hours and within the time period mutually agreed in writing between Purchaser and Contractor at the time of order placement. Delivery of In Stock Statewide Items should be made within 5 days of contractor’s receipt of order. Delivery of Non-stock or Special Order Items should be made with 6 weeks of contractor’s receipt of order. * Contractor shall ship all Household Appliances purchased pursuant to this Master Contract, freight charges prepaid by Contractor, FOB Purchaser’s specified destination with all transportation and handling charges included. Contractor shall bear all risk of loss, damage, or destruction of the Household Appliances ordered hereunder that occurs prior to delivery, except loss or damage attributable to Purchaser’s fault or negligence. * All packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this Master Contract shall be identified by the Master Contract number set forth on the cover of this Master Contract and the applicable Purchaser’s Purchase Order number. Packing lists shall be enclosed with each shipment and clearly identify all contents and any backorders. * Crated delivery is defined as items being delivered still in their original packaging, and shall apply to all microwaves or dishwashers unless installation is requested by the customer at an agreed upon price with the contractor. Customer can request crated delivery of any other appliances if they wish to install the appliance themselves. |  |
| 1. Inside Delivery Requirements. The following apply to all Inside Delivery Terms will apply in the following cities, unless crated delivery is requested by the Customer: Seattle, Spokane, Tacoma, Vancouver, Bellevue, Kent, Everett, Renton, Spokane Valley, Federal Way, Yakima, Bellingham, Kirkland, Kennewick, Auburn, Pasco, Marysville, Redmond, Sammamish, Lakewood, Richland, Shoreline, Olympia, Burien, Lacey, Bothell, Edmonds, Puyallup, Bremerton, Issaquah, Lynnwood, Longview, Mount Vernon, Wenatchee, University Place, Lake Stevens, Walla Walla, Des Moines, SeaTac, Maple Valley, Mercer Island, Bainbridge Island, Moses Lake, Camas, Tumwater, Kenmore, Mukilteo, Mountlake Terrace, Covington, Bonney Lake, Mill Creek, Battle Ground, Tukwila, Port Angeles, Arlington, Monroe, Centralia, Anacortes, Sunnyside, Aberdeen, Washougal, West Richland, Lynden, Port Orchard, Ferndale, East Wenatchee, Snoqualmie, Lake Forest Park, Woodinville, Cheney, Kelso, Sedro-Woolley, Enumclaw, Newcastle, Edgewood, Grandview, Poulsbo, Liberty Lake, Gig Harbor, Snohomish, Sumner, Fife, Port Townsend, DuPont, Yelm, College Place, Airway Heights, Burlington, Toppenish, Hoquiam, Orting, Ridgefield, Othello, Milton, Ephrata, Selah, Quincy, Duvall, Chehalis, Sequim  * Inside Delivery or Uncrated Delivery to point of use to be provided at no charge for refrigerators, freezers, ranges, ovens, washing machines and dryers from this contract in the cities listed above. Microwaves are not included in this service. Inside Delivery includes uncrating and setting in place each unit, including connecting and adjusting all services and leaving ready to use, plus the removal and disposal of debris. Prior to ordering refrigerators, Purchasers need to be aware that some refrigerators and ice machines come in two separate boxes, requiring the customer to install the ice maker themselves. Purchaser needs to identify and purchase the appropriate hoses, cords, etc. necessary for installation prior to delivery. Inside delivery for installation of dishwashers or mounted microwaves can be negotiated between the Purchaser and Contractor. Special Delivery Terms listed below are for informational purposes only. They can be negotiated between the Contractor and Purchaser depending on the circumstances. * Appliance Removal at no charge, including those with CFC (Chlorofluorocarbons), for the removal and disposal of any appliances being replaced with an appliance from this contract in the cities listed above*.* Microwaves are not included in this service. * Contractor shall dispose of appliances containing CFC’s at an EPA approved disposal site that reclaims the refrigerant. Upon request Contractor’s delivery subcontractor agent will provide the customer a Certificate of Proper Disposal of appliances. |  |

|  |  |
| --- | --- |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature of Bidder’s authorized person  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title of person signing specifications  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Print Name of person making certifications for Bidder  Place: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Print city and state where signed |

Return Household Appliances Specifications to Procurement Coordinator at:  
[DESCPRMEnvironProtec@des.wa.gov](mailto:DESCPRMEnvironProtec@des.wa.gov)

**Exhibit C – Bid Price**

Note: As set forth above, Bidder must complete and return *Exhibit C – Bid Price* to Enterprise Services.

|  |  |  |
| --- | --- | --- |
| **Exhibit C: Bid Price** | | |
| **Competitive Solicitation 06319 Household Appliances** | | |
| Bidder Name: |  |  |
| Bidder's Authorized Representative: |  |  |
| Phone: |  |  |
| Email: |  |  |
|  |  |  |
| **Bidder Instructions:** |  |  |
|  |  |  |
| Bidders are to quote Percentage markdown/markup based on Manufacturer's Suggested Retail Price (MSRP) for each manufacturer in Column B. Price discount will factor in delivery costs to the purchaser, FOB destination, freight prepaid and paid by seller. Price discount will factor in all disposal costs to be handled by seller at no cost to the purchaser. All delivery and disposal costs will be included in the final price based off of MSRP discount. DES is anticipating that your bid will be a discount off MSRP. If this is the case no other notation is needed in the bid percentage box. If you quoting a percentage above MSRP, please note such in the bid percentage box by also writing the word “Markup” next to your percentage quoted. | | |
|  |  |  |
| Bidders are not required to quote all manufacturers. Bidders can also list other manufacturers not listed below for consideration. For manufacturers or brands not listed below to be considered, vendors must provide a link to the manufacturer’s or a brand’s public website where base pricing is located. Manufacturers and brands not listed below submitted by bidders will be evaluated by the Sourcing Team, and at their discretion can be awarded contracts. | | |
|  |  |  |
| **Bidder Information:** |  |  |
|  |  |  |
| Contract award(s) shall be made by manufacturer to the bidder(s) offering the largest average category discount off of each Manufacturer’s Suggested Retail Price (MSRP), based on the evaluation and award criteria established herein and subject to consideration of all factors identified in RCW 39.26.160. There will be one award for each manufacturer. | | |
|  |  |  |
| **Preferred Manufacturer (MSRP)** | **Percentage Markdown/Markup off of MSRP** | |
|  |  |  |
| Amana (https://amana.com/) |  | % |
|  |  |  |
| Bosch (https://www.bosch-home.com/us/) |  | % |
|  |  |  |
| Frigidaire (https://www.frigidaire.com/) |  | % |
|  |  |  |
| GE (https://www.geappliances.com/) |  | % |
|  |  |  |
| Insignia (https://www.insigniaproducts.com/) |  | % |
|  |  |  |
| KitchenAid (https://www.kitchenaid.com/) |  | % |
|  |  |  |
| LG (https://www.lg.com/us) |  | % |
|  |  |  |
| Maytag (https://www.maytag.com/) |  | % |
|  |  |  |
| Samsung (https://www.samsung.com/us/) |  | % |
|  |  |  |
| Sharp (http://www.sharpusa.com/) |  | % |
|  |  |  |
| Whirlpool (https://www.whirlpool.com/) |  | % |
|  |  |  |
| Please quote Special Delivery Terms below. **Special Delivery Terms are not part of the bid evaluation. Prices are not firm,** but will be listed on awarded contracts for purchaser's informational purposes only. Special Delivery Terms can be negotiated between the Contractor and Purchaser depending on circumstance. | | |
|  |  |  |
| **Special Delivery Terms** | **Contractor's Usual Charge** | **UOM** |
|                        Installation of dishwashers. | $ | Each |
|  |  |  |
|                        Installation of mounted microwave ovens. | $ | Each |
|  |  |  |
|                        Inside delivery on upper floors where no elevator is available. | $ | Per Floor |
|  |  |  |
| Return Price Sheet to Procurement Coordinator at: | |  |
| DESCPRMEnvironProtec@des.wa.gov | |  |

**Exhibit D – Master Contract**

*See* the below draft, *Exhibit D – Master Contract* for Competitive Solicitation No. 06319 – Household Appliances. This is exhibit is just a draft for informational purposes only.

**Master Contract**

**No. 06319**

**Household Appliances**

Refrigerators, Freezers, Ranges, Ovens, Washing Machines, Dryers and Microwaves

This Master Contract (“Master Contract”) is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“Enterprise Services”) and Company Name, a State and Type (“Contractor”) and is dated as of Month XX, 2020.

**R E C I T A L S**

1. Pursuant to Legislative direction codified in RCW chapter 39.26, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish master contracts for Household Appliances for general use by Washington state agencies and certain other entities (eligible purchasers).
2. On behalf of the State of Washington, Enterprise Services, as part of a competitive governmental procurement, issued Competitive Solicitation No. 06319 dated November 13, 2019 regarding Household Appliances.
3. Enterprise Services evaluated all responses to the Competitive Solicitation and identified Contractor as an apparent successful bidder.
4. Enterprise Services has determined that entering into this Master Contract will meet the identified needs and be in the best interest of the State of Washington.
5. The purpose of this Master Contract is to enable eligible purchasers to purchase the Household Appliances as set forth herein.

**A G R E E M E N T**

**Now Therefore**, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

1. **Term**. The term of this Master Contract is seventy-two (72) months, commencing Month XX, 2020 and ending Month XX, 2026.
2. **Eligible Purchasers**. This Master Contract may be utilized by any of the following types of entities (“Purchaser”):
   1. Washington State Agencies. This Master Contract may be utilized by:
   * Washington state agencies, departments, offices, divisions, boards, and commission; and
   * Any the following institutions of higher education: state universities, regional universities, state college, community colleges, and technical colleges.
   1. MCUA Parties. This Master Contract also may be utilized by any of the following types of entities that have executed a Master Contract Usage Agreement with Enterprise Services:
   * Political subdivisions (e.g., counties, cities, school districts, public utility districts);
   * Federal governmental agencies or entities;
   * Public-benefit nonprofit corporations (i.e., § 501(c)(3) nonprofit corporations that receive federal, state, or local funding); and
   * Federally-recognized Indian Tribes located in the State of Washington.

2.3 ORCPP. The Master Contract also will be available for use by the [Oregon Cooperative Purchasing Program (ORCPP)](http://www.oregon.gov/DAS/EGS/ps/ORCPP/orcppMemberList.pdf) based on the contractor’s acceptance.

1. **Scope – Included Household Appliances and Price**.
   1. Contract Scope. Pursuant to this Master Contract, Contractor is authorized to sell only those Household Appliances set forth in *Exhibit A – Included Household Appliances* for the prices set forth in *Exhibit C – Bid Price*. Contractor shall not represent to any Purchaser under this Master Contract that Contractor has contractual authority to sell any Household Appliances beyond those set forth in *Exhibit A – Included Household Appliances*.
   2. State’s Ability to Modify Scope of Master Contract. Subject to mutual agreement between the parties, Enterprise Services reserves the right to modify the Household Appliances included in this Master Contract; *Provided*, however, that any such modification shall be effective only upon thirty (30) days advance written notice; and *Provided further*, that any such modification must be within the scope of this Master Contract.
   3. Catalog Scope. Under this Contract, Contractor is authorized to sell only those materials, supplies, services and/or equipment as stated herein and allowed for by the Contract provisions. Contractor shall not misrepresent to Purchasers that they have the contract authority to sell any other materials, supplies, services and/or equipment. Further, Contractor may not infringe on other established state contracts.
   4. Product and Price Changes. Products and pricing (MSRP, not percentage discount) is the list price at the time of order. Contractor may not change the percent discount. Prices must be based on the Manufacturer’s Suggested Retail Price (MSRP) list. A completed list of suggested pricing (MSRP) and product changes must be sent to the Contract Administrator for approval sixty (60) days prior to the requested date of the changes taking effect.
   5. Master Contract Information. Enterprise Services shall maintain and provide information regarding this Master Contract, including scope and pricing, to eligible Purchasers.
2. **Contractor Representations and Warranties**. Contractor makes each of the following representations and warranties as of the effective date of this Master Contract and at the time any order is placed pursuant to this Master Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.
   1. Qualified to do Business. Contractor represents and warrants that it is in good standing and qualified to do business in the State of Washington, that it possesses and shall keep current all required licenses and/or approvals, and that it is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.
   2. Suspension & Debarment. Contractor represents and warrants that neither it nor its principals or affiliates presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.
   3. Authorized Dealer. Contractor represents and warrants that it is an authorized service provider or product reseller for the goods and/or services and that it shall maintain its authorized service provider or product reseller status for the Term of this Master Contract. Upon request by Enterprise Services, Contractor shall provide evidence of its status as an authorized service provider or product reseller.
   4. Quality of Household Appliances. Contractor represents and warrants that any Household Appliances sold pursuant to this Master Contract shall be merchantable, shall conform to this Master Contract and Purchaser’s Purchase Order, shall be fit and safe for the intended purposes, shall be free from defects in materials and workmanship, and shall be produced and delivered in full compliance with applicable law. Contractor further represents and warrants it has clear title to the Household Appliances and that the same shall be delivered free of liens and encumbrances and that the same do not infringe any third party patent. Upon breach of warranty, Contractor will repair or replace (at no charge to Purchaser) any Household Appliances whose nonconformance is discovered and made known to the Contractor. If, in Purchaser’s judgment, repair or replacement is inadequate, or fails of its essential purpose, Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys’ fees and costs.
   5. Procurement Ethics & Prohibition on Gifts. Contractor represents and warrants that it complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Purchasers’ employees.
   6. Washington’s Electronic Business Solution (WEBS). Contractor represents and warrants that it is registered in Washington’s Electronic Business Solution (WEBS), Washington’s contract registration system and that, all of its information therein is current and accurate and that throughout the term of this Master Contract, Contractor shall maintain an accurate profile in WEBS.
   7. Statewide Payee Desk. Contractor represents and warrants that it is registered with the Statewide Payee Desk, which registration is a condition to payment.
   8. Master Contract Promotion; Advertising and Endorsement. Contractor represents and warrants that it shall use commercially reasonable efforts both to promote and market the use of this Master Contract with eligible Purchasers and to ensure that those entities that utilize this Master Contract are eligible Purchasers. Contractor understands and acknowledges that neither Enterprise Services nor Purchasers are endorsing Contractor’s Household Appliances or suggesting that such Appliances are the best or only solution to their needs. Accordingly, Contractor represents and warrants that it shall make no reference to Enterprise Services, any Purchaser, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.
   9. Master Contract Transition. Contractor represents and warrants that, in the event this Master Contract or a similar contract, is transitioned to another contractor (e.g., Master Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services for a period of sixty (60) days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington.
3. **Using the Master Contract – Purchases**.
   1. Ordering Requirements. Eligible Purchasers shall order Household Appliances from this Master Contract, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchaser but, at a minimum, including the use of a purchase order. When practicable, Contractor and Purchaser also shall use telephone orders, email orders, web-based orders, and similar procurement methods (collectively “Purchaser Order”). All order documents must reference the Master Contract number.
   2. ORDER CANCELLATION. Purchaser may cancel or change orders for standard contract items without penalty if item has not been queued for shipment.
   3. Delivery Requirements. Contractor must ensure that delivery of Household Appliances will be made as required by this Master Contract, the Purchase Order used by Purchasers, or as otherwise mutually agreed in writing between the Purchaser and Contractor.
      1. Standard Delivery Requirements.
         * 1. Contractor shall make all deliveries to the applicable delivery location specified in the Purchase Order. Such delivers shall occur during Purchaser’s normal work hours and within the time period mutually agreed in writing between Purchaser and Contractor at the time of order placement. Delivery of In Stock Statewide Items should be made within 5 days of contractor’s receipt of order. Delivery of Non-stock or Special Order Items should be made with 6 weeks of contractor’s receipt of order.
           2. Contractor shall ship all Household Appliances purchased pursuant to this Master Contract, freight charges prepaid by Contractor, FOB Purchaser’s specified destination with all transportation and handling charges included. Contractor shall bear all risk of loss, damage, or destruction of the Household Appliances ordered hereunder that occurs prior to delivery, except loss or damage attributable to Purchaser’s fault or negligence.
           3. All packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this Master Contract shall be identified by the Master Contract number set forth on the cover of this Master Contract and the applicable Purchaser’s Purchase Order number. Packing lists shall be enclosed with each shipment and clearly identify all contents and any backorders.
      2. Inside Delivery Requirements.
         * 1. The following Inside Delivery Terms will apply in the following cities, unless crated delivery is requested by the Customer: Seattle, Spokane, Tacoma, Vancouver, Bellevue, Kent, Everett, Renton, Spokane Valley, Federal Way, Yakima, Bellingham, Kirkland, Kennewick, Auburn, Pasco, Marysville, Redmond, Sammamish, Lakewood, Richland, Shoreline, Olympia, Burien, Lacey, Bothell, Edmonds, Puyallup, Bremerton, Issaquah, Lynnwood, Longview, Mount Vernon, Wenatchee, University Place, Lake Stevens, Walla Walla, Des Moines, SeaTac, Maple Valley, Mercer Island, Bainbridge Island, Moses Lake, Camas, Tumwater, Kenmore, Mukilteo, Mountlake Terrace, Covington, Bonney Lake, Mill Creek, Battle Ground, Tukwila, Port Angeles, Arlington, Monroe, Centralia, Anacortes, Sunnyside, Aberdeen, Washougal, West Richland, Lynden, Port Orchard, Ferndale, East Wenatchee, Snoqualmie, Lake Forest Park, Woodinville, Cheney, Kelso, Sedro-Woolley, Enumclaw, Newcastle, Edgewood, Grandview, Poulsbo, Liberty Lake, Gig Harbor, Snohomish, Sumner, Fife, Port Townsend, DuPont, Yelm, College Place, Airway Heights, Burlington, Toppenish, Hoquiam, Orting, Ridgefield, Othello, Milton, Ephrata, Selah, Quincy, Duvall, Chehalis, Sequim
           2. Inside Delivery or Uncrated Delivery to point of use to be provided at no charge for refrigerators, freezers, ranges, ovens, washing machines and dryers from this contract in the cities listed *Exhibit A – Included Goods/Services.* Microwaves are not included in this service. Inside Delivery includes uncrating and setting in place each unit, including connecting and adjusting all services and leaving ready to use, plus the removal and disposal of debris. Prior to ordering refrigerators, Purchasers need to be aware that some refrigerators and ice machines come in two separate boxes, requiring the customer to install the ice maker themselves. Purchaser needs to identify and purchase the appropriate hoses, cords, etc. necessary for installation prior to delivery.
           3. Crated delivery is defined as items being delivered still in their original packaging, and shall apply to all microwaves or dishwashers unless installation is requested by the customer at an agreed upon price with the contractor. Customer can request crated delivery of any other appliances if they wish to install the appliance themselves.
           4. Appliance Removal at no charge, including those with CFC (Chlorofluorocarbons), for the removal and disposal of any appliances being replaced with an appliance from this contract in the cities listed *Exhibit A – Included Goods/Services*. Microwaves are not included in this service.
           5. Contractor shall dispose of appliances containing CFC’s at an EPA approved disposal site that reclaims the refrigerant. Upon request Contractor’s delivery subcontractor agent will provide the customer a Certificate of Proper Disposal of appliances.
           6. Inside delivery for installation of dishwashers or mounted microwaves can be negotiated between the Purchaser and Contractor. Special Delivery Terms listed below are for informational purposes only. They can be negotiated between the Contractor and Purchaser depending on the circumstances.
           + Installation of dishwashers. Contractor’s usual charge for this service is: $\_\_\_\_\_\_\_\_\_\_.
           + Installation of mounted microwave ovens. Contractor’s usual charge for this service is: $\_\_\_\_\_\_\_\_\_\_.
           + Inside delivery on upper floors where no elevator is available. Contractor’s usual charge per floor is: $\_\_\_\_\_\_\_\_\_\_.
   4. Receipt and Inspection of Household Appliances. Household Appliances purchased under this Master Contract are subject to Purchaser’s reasonable inspection, testing, and approval at Purchaser’s destination. Purchaser reserves the right to reject and refuse acceptance of Household Appliances that are not in accordance with this Master Contract and Purchaser’s Purchase Order. Purchaser may charge Contractor for the cost of inspecting rejected goods. If there are any apparent defects in the Household Appliances at the time of delivery, Purchaser promptly will notify Contractor. At Purchaser’s option, and without limiting any other rights, Purchaser may require Contractor to repair or replace, at Contractor’s expense, any or all of the damaged Household Appliances or, at Purchaser’s option, Purchaser may note any damage to the Household Appliances on the receiving report, decline acceptance, and deduct the cost of rejected Household Appliances from final payment. Payment for any goods under such Purchase Order shall not be deemed acceptance of the goods.
   5. On Site Requirements. While on Purchaser’s premises, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Purchaser’s physical, fire, access, or other security requirements.
4. **Invoicing & Payment**.
   1. Contractor Invoice. Contractor shall submit to Purchaser’s designated invoicing contact properly itemized invoices. Such invoices shall itemize the following:
      * + 1. Master Contract No. 06319
          2. Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative)
          3. Contractor’s Federal Tax Identification Number
          4. Date(s) of delivery
          5. Invoice amount; and
          6. Payment terms, including any available prompt payment discounts.

Contractor’s invoices for payment shall reflect accurate Master Contract prices. Invoices will not be processed for payment until receipt of a complete invoice as specified herein.

* 1. Payment. Payment is the sole responsibility of, and will be made by, the Purchaser. Payment is due within thirty (30) days of invoice. If Purchaser fails to make timely payment(s), Contractor may invoice Purchaser in the amount of one percent (1%) per month on the amount overdue or a minimum of $1. Payment will not be considered late if a check or warrant is mailed within the time specified.
  2. Overpayments. Contractor promptly shall refund to Purchaser the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) days of written notice to Contractor; *Provided*, however, that Purchaser shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely payment(s) or issuance of such credit memos, Purchaser may impose a one percent (1%) per month on the amount overdue thirty (30) days after notice to the Contractor.
  3. No Advance Payment. No advance payments shall be made for any products or services furnished by Contractor pursuant to this Master Contract.
  4. No Additional Charges. Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, or payment processing.
  5. Taxes/Fees. Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Master Contract. Failure to do so shall constitute breach of this Master Contract. Unless otherwise agreed, Purchaser shall pay applicable sales tax imposed by the State of Washington on purchased Household Appliances. Contractor, however, shall not make any charge for federal excise taxes and Purchaser agrees to furnish Contractor with an exemption certificate where appropriate.

1. **Contract Management**.
   1. Contract Administration & Notices. Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Master Contract. Enterprise Services’ contract administrator shall provide Master Contract oversight. Contractor’s contract administrator shall be Contractor’s principal contact for business activities under this Master Contract. The parties may change contractor administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

|  |  |
| --- | --- |
| **Enterprise Services** | **Contractor** |
| Attn: Clayton Long Washington Dept. of Enterprise Services PO Box 41411 Olympia, WA 98504-1411  Tel: (360) 407-8508  Email: [clayton.long@des.wa.gov](mailto:clayton.long@des.wa.gov) | Attn: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Tel: (xxx) xxx-xxxx  Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

* 1. Contractor Customer Service Representative. Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Purchaser issues pertaining to this Master Contract.
  2. Legal Notices. Any legal notices required or desired shall be in writing and delivered by U.S. certified mail, return receipt requested, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

|  |  |
| --- | --- |
| **Enterprise Services** | **Contractor** |
| Attn: Legal Services Manager Washington Dept. of Enterprise Services PO Box 41411 Olympia, WA 98504-1411  Email: greg.tolbert@des.wa.gov | Attn: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if emailed, upon transmission to the designated email address of said addressee.

1. **Contractor Sales Reporting; Vendor Management Fee; & Contractor Reports**.
   1. Master Contract Sales Reporting. Contractor shall report total Master Contract sales quarterly to Enterprise Services, as set forth below.
      * 1. Master Contract Sales Reporting System. Contractor shall report quarterly Master Contract sales in Enterprise Services’ Master Contract Sales Reporting System. Enterprise Services will provide Contractor with a login password and a vendor number. The password and vendor number will be provided to the Sales Reporting Representative(s) listed on Contractor’s Bidder Profile.
        2. Data. Each sales report must identify every authorized Purchaser by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The “Miscellaneous” option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized purchasers specified herein during the term of the Master Contract. If there are no Master Contract sales during the reporting period, Contractor must report zero sales.
        3. Due dates for Master Contract Sales Reporting. Quarterly Master Contract Sales Reports must be submitted electronically by the following deadlines for all sales invoiced during the applicable calendar quarter:

|  |  |
| --- | --- |
| **For Calendar Quarter Ending** | **Master Contract Sales Report Due** |
| March 31: | April 30 |
| June 30: | July 31 |
| September 30: | October 31 |
| December 31: | January 31 |

* 1. Vendor Management Fee. Contractor shall pay to Enterprise Services a vendor management fee (“VMF”) of 1.50 percent on the purchase price for all Master Contract sales (the purchase price is the total invoice price less applicable sales tax).
     + 1. The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

Amount owed to Enterprise Services = Total Master Contract sales invoiced (not including sales tax) x .0150.

* + - 1. The VMF must be rolled into Contractor’s current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
      2. Enterprise Services will invoice Contractor quarterly based on Master Contract sales reported by Contractor. Contractors arenot to remit payment until they receive an invoice from Enterprise Services. Contractor’s VMF payment to Enterprise Services must reference this Master Contract number, work request number (if applicable), the year and quarter for which the VMF is being remitted, and the Contractor’s name as set forth in this Master Contract, if not already included on the face of the check.
      3. Failure to accurately report total net sales, to submit a timely usage report, or remit timely payment of the VMF, may be cause for Master Contract termination or the exercise of other remedies provided by law. Without limiting any other available remedies, the Parties agree that Contractor’s failure to remit to Enterprise Services timely payment of the VMF shall obligate Contractor to pay to Enterprise Services, to offset the administrative and transaction costs incurred by the State to identify, process, and collect such sums. The sum of $200.00 or twenty-five percent (25%) of the outstanding amount, whichever is greater, or the maximum allowed by law, if less.
      4. Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Master Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.
  1. Annual Master Contract Sales Report. Contractor shall provide to Enterprise Services a detailed annual Master Contract sales report. Such report shall include, at a minimum: Product description, part number or other Product identifier, per unit quantities sold, and Master Contract price. This report must be provided in an electronic format that can be read by MS Excel.
  2. Small Business Inclusion. Upon Request by Enterprise Services, Contractor shall provide, within thirty (30) days, an Affidavit of Amounts Paid. Such Affidavit of Amounts Paid either shall state, if applicable, that Contractor still maintains its MWBE certification or state that its subcontractor(s) still maintain(s) its/their MWBE certification(s) and specify the amounts paid to each certified MWBE subcontractor under this Master Contract. Contractor shall maintain records supporting the Affidavit of Amounts Paid in accordance with this Master Contract’s records retention requirements.

1. **Records Retention & Audits**.
   1. Records Retention. Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Contract and orders placed by Purchasers under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Purchaser against this Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
   2. Audit. Enterprise Services reserves the right to audit, or have a designated third party audit, applicable records to ensure that Contractor has properly invoiced Purchasers and that Contractor has paid all applicable contract management fees. Accordingly, Contractor shall permit Enterprise Services, any Purchaser, and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor’s books, documents, papers and records directly pertinent to this Master Contract or orders placed by a Purchaser under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Purchaser against this Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
   3. Overpayment of Purchases or Underpayment of Fees. Without limiting any other remedy available to any Purchaser, Contractor shall (a) reimburse Purchasers for any overpayments inconsistent with the terms of this Master Contract or orders, at a rate of 125% of such overpayments, found as a result of the examination of the Contractor’s records; and (b) reimburse Enterprise Services for any underpayment of fees, at a rate of 125% of such fees found as a result of the examination of the Contractor’s records (e.g., if Contractor underpays the Vendor Management Fee by $500, Contractor would be required to pay to Enterprise Services $500 x 1.25 = $625).
2. **Insurance**.
   1. Required Insurance. During the Term of this Master Contract, Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit C – Insurance Requirements*.
   2. Workers’ Compensation. Contractor shall comply with applicable workers’ compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Enterprise Services may terminate this Master Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. In addition, Contractor waives its immunity under RCW Title 51 to the extent it is required to indemnify, defend, and hold harmless the State of Washington and its agencies, officials, agents, or employees.
3. **Claims**.
   1. Assumption of Risks; Claims Between the Parties. Contractorassumes sole responsibility and all risks of personal injury or property damage to itself and its employees, agents, and Contractors in connection with Contractor’soperations under this Master Contract. Enterprise Services has made no representations regarding any factor affecting Contractor’srisks. Contractorshall pay for all damage to any Purchaser’s property resulting directly or indirectly from its acts or omissions under this Master Contract, even if not attributable to negligence by Contractor or its agents.
   2. Third-Party Claims; Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Enterprise Services and any Purchaser and their employees and agents from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities or losses including, without limitation, sums paid in settlement of claims, attorneys’ fees, consultant fees, and expert fees (collectively “claims”) arising from any act or omission of Contractoror its successors, agents, and subcontractors under this Master Contract, except to the extent such claims are caused solely by Enterprise Services, a third party, or any Purchasers’ negligence. Contractorshall take all steps needed to keep Purchaser’s property free of liens arising from Contractor’sactivities, and, so long as Contractor has been paid, promptly obtain or bond the release of any such liens that may be filed.
4. **Dispute Resolution**. The parties shall cooperate to resolve any dispute pertaining to this Master Contract efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior manager of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.
5. **Suspension & Termination; Remedies**.
   1. Suspension & Termination for Default. Enterprise Services may suspend Contractor’soperations under this Master Contract immediately by written cure notice of any default. Suspension shall continue until the default is remedied to Enterprise Services’ reasonable satisfaction; *Provided*, however, that, if after thirty (30) days from such a suspension notice, Contractorremains in default, Enterprise Services may terminate Contractor’srights under this Master Contract. All of Contractor’sobligations to Enterprise Services and Purchasers survive termination of Contractor’srights under this Master Contract, until such obligations have been fulfilled.
   2. Default. Each of the following events shall constitute default of this Master Contract by Contractor:
6. Contractor fails to perform or comply with any of the terms or conditions of this Master Contract including, but not limited to, Contractor’s obligation to pay contract management fees when due;
7. Contractor breaches any representation or warranty provided herein; or
8. Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary.
   1. Remedies for Default.
9. Enterprise Services’ rights to suspend and terminate Contractor’srights under this Master Contract are in addition to allother available remedies.
10. In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Purchasers replacement Household Appliances. In such event, Contractor shall be liable to Enterprise Services for damages as authorized by law including, but not limited to, any price difference between the Master Contract price and the replacement or cover price as well as any administrative and/or transaction costs directly related to such replacement procurement – e.g., the cost of the competitive procurement.
    1. Limitation on Damages. Notwithstanding any provision to the contrary, the parties agree that in no event shall any party or Purchaser be liable to the other for exemplary or punitive damages.
    2. Governmental Termination.
11. Termination for Withdrawal of Authority. Enterprise Services may suspend or terminate this Master Contract if, during the term hereof, Enterprise Services’ procurement authority is withdrawn, reduced, or limited such that Enterprise Services, in its judgment, would lack authority to enter into this Master Contract; *Provided*, however, that such suspension or termination for withdrawal of authority shall only be effective upon twenty (20) days prior written notice; and *Provided further*, that such suspension or termination for withdrawal of authority shall not relieve any Purchaser from payment for Household Appliances already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such suspension or termination for withdrawal of authority, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.
12. Termination for Convenience. Enterprise Services, for convenience, may terminate this Master Contract; *Provided*, however, that such termination for convenience must, in Enterprise Services’ judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for convenience shall only be effective upon sixty (60) days prior written notice; and *Provided further*, that such termination for convenience shall not relieve any Purchaser from payment for Household Appliances already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for convenience, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.
    1. Termination Procedure. Regardless of basis, in the event of suspension or termination (in full or in part), the parties shall cooperate to ensure an orderly and efficient suspension or termination. Accordingly, Contractor shall deliver to Purchasers all Household Appliances that are complete (or with approval from Enterprise Services, substantially complete) and Purchasers shall inspect, accept, and pay for the same in accordance with this Master Contract and the applicable Purchase Order. Unless directed by Enterprise Services to the contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.
13. **General Provisions**.
    1. Time Is of the Essence. Time is of the essence for each and every provision of this Master Contract.
    2. Compliance with Law. Contractor shall comply with all applicable law.
    3. Integrated Agreement. This Master Contract constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
    4. Amendment or Modification. Except as set forth herein, this Master Contract may not be amended or modified except in writing and signed by a duly authorized representative of each party hereto.
    5. Authority. Each party to this Master Contract, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Master Contract and that its execution, delivery, and performance of this Master Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
    6. No Agency. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Master Contract. Neither party is an agent of the other party nor authorized to obligate it.
    7. Assignments. Contractor may not assign its rights under this Master Contract without Enterprise Services’ prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor provides written notice to Enterprise Services within thirty (30) days, Contractor may assign its rights under this Master Contract in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Master Contract notwithstanding any prior assignment of its rights.
    8. Binding Effect; Successors & Assigns. This Master Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
    9. Public Information. This Master Contract and all related documents are subject to public disclosure as required by Washington’s Public Records Act, RCW chapter 42.56.
    10. Assignment of Antitrust Rights Regarding Household Appliances. Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any Household Appliances provided in Washington for the purpose of carrying out the Contractor’s obligations under this Master Contract, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.
    11. Federal Funds. To the extent that any Purchaser uses federal funds to purchase Household Appliances pursuant to this Master Contract, such Purchaser shall specify, with its order, any applicable requirement or certification that must be satisfied by Contractor at the time the order is placed or upon delivery.
    12. Severability. If any provision of this Master Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Master Contract, and to this end the provisions of this Master Contract are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Master Contract.
    13. Waiver. Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Master Contract, nor shall any purported oral modification or rescission of this Master Contract by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.
    14. Survival. All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Master Contract shall survive and remain in effect following the expiration or termination of this Master Contract, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
    15. Governing Law. The validity, construction, performance, and enforcement of this Master Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules.
    16. Jurisdiction & Venue. In the event that any action is brought to enforce any provision of this Master Contract, the parties agree to submit to exclusive in personam jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
    17. Attorneys’ Fees. Should any legal action or proceeding be commenced by either party in order to enforce this Master Contract or any provision hereof, or in connection with any alleged dispute, breach, default, or misrepresentation in connection with any provision herein contained, the prevailing party shall be entitled to recover reasonable attorneys’ fees and costs incurred in connection with such action or proceeding, including costs of pursuing or defending any legal action, including, without limitation, any appeal, discovery, or negotiation and preparation of settlement arrangements, in addition to such other relief as may be granted.
    18. Fair Construction & Interpretation. The provisions of this Master Contract shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Master Contract. Each party hereto and its counsel has reviewed and revised this Master Contract and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Master Contract. Each term and provision of this Master Contract to be performed by either party shall be construed to be both a covenant and a condition.
    19. Further Assurances. In addition to the actions specifically mentioned in this Master Contract, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Master Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Master Contract.
    20. Exhibits. All exhibits referred to herein are deemed to be incorporated in this Master Contract in their entirety.
    21. Captions & Headings. The captions and headings in this Master Contract are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Master Contract nor the meaning of any provisions hereof.
    22. Electronic Signatures. A signed copy of this Master Contract or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Master Contract or such other ancillary agreement for all purposes.
    23. Counterparts. This Master Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Master Contract at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Master Contract.

**Executed** as of the date and year first above written.

|  |  |
| --- | --- |
| **State of Washington Department of Enterprise Services** | **Contractor Name, a State and Type** |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Clayton Long | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Type Name |
| Its: Contracts Specialist 3 | Its: Title |

**Exhibit A**

**Included Goods/Services**

This contract is for sales of all Household Refrigerators, Freezers, Ranges, Ovens, Dishwashers, Washing Machines, Dryers and Microwave Ovens based on discount off Manufacturer’s Suggested Retail Price (MSRP). Service to include inside delivery per “**Section 5 - Using the Master Contract – Purchases”** of this Master Contract. Inside Delivery to be provided to the cities listedbelow. Contractor is also required to provide crated delivery services to all other locations outside the coverage area with no additional freight charges.

Delivery cities by population size (largest to smallest):

Seattle, Spokane, Tacoma, Vancouver, Bellevue, Kent, Everett, Renton, Spokane Valley, Federal Way, Yakima, Bellingham, Kirkland, Kennewick, Auburn, Pasco, Marysville, Redmond, Sammamish, Lakewood, Richland, Shoreline, Olympia, Burien, Lacey, Bothell, Edmonds, Puyallup, Bremerton, Issaquah, Lynnwood, Longview, Mount Vernon, Wenatchee, University Place, Lake Stevens, Walla Walla,

Des Moines, SeaTac, Maple Valley, Mercer Island, Bainbridge Island, Moses Lake, Camas, Tumwater, Kenmore, Mukilteo, Mountlake Terrace, Covington, Bonney Lake, Mill Creek, Battle Ground, Tukwila, Port Angeles, Arlington, Monroe, Centralia, Anacortes, Sunnyside, Aberdeen, Washougal, West Richland, Lynden, Port Orchard, Ferndale, East Wenatchee, Snoqualmie, Lake Forest Park, Woodinville, Cheney, Kelso, Sedro-Woolley, Enumclaw, Newcastle, Edgewood, Grandview, Poulsbo, Liberty Lake, Gig Harbor, Snohomish, Sumner, Fife, Port Townsend, DuPont, Yelm, College Place, Airway Heights, Burlington, Toppenish, Hoquiam, Orting, Ridgefield, Othello, Milton, Ephrata, Selah, Quincy, Duvall, Chehalis, Sequim

Delivery cities listed alphabetically:

Aberdeen, Airway Heights, Anacortes, Arlington, Auburn, Bainbridge Island, Battle Ground, Bellevue, Bellingham, Bonney Lake, Bothell, Bremerton, Burien, Burlington. Camas, Centralia, Chehalis, Cheney, College Place, Covington, Des Moines, DuPont, Duvall, East Wenatchee, Edgewood, Edmonds, Enumclaw, Ephrata, Everett, Federal Way, Ferndale, Fife, Gig Harbor, Grandview, Hoquiam, Issaquah, Kelso, Kenmore, Kennewick, Kent, Kirkland, Lacey, Lake Forest Park, Lake Stevens, Lakewood,

Liberty Lake, Longview, Lynden, Lynnwood, Maple Valley, Marysville, Mercer Island, Mill Creek, Milton, Monroe, Moses Lake, Mount Vernon, Mountlake Terrace, Mukilteo, Newcastle, Olympia, Orting, Othello, Pasco, Port Angeles, Port Orchard, Port Townsend, Poulsbo, Puyallup, Quincy, Redmond, Renton, Richland, Ridgefield, Sammamish, SeaTac, Seattle, Sedro-Woolley, Selah, Sequim, Shoreline, Snohomish, Snoqualmie, Spokane, Spokane Valley, Sumner, Sunnyside, Tacoma, Toppenish, Tukwila, Tumwater, University Place, Vancouver, Walla Walla, Washougal, Wenatchee, West Richland, Woodinville, Yakima, Yelm

**Exhibit B**

**Prices for Goods/Services**

[insert applicable price/percentage discount list from IFB Exhibit C]

**Note:** After the Percentage Discount/Markup has been applied to the Manufacturer’s Suggested Retail Price (MSRP), price will be rounded down to the nearest dollar if below 50 cents, and rounded up if equal to or greater than 50 cents.

**Exhibit C**

**Insurance Requirements**

1. **Insurance Obligation**. During the Term of this Master Contract, Contractor obtain and maintain in full force and effect, at Contractor’ssole expense, the following insurance coverages:
   1. Commercial General Liability Insurance. Commercial General Liability Insurance (and, if necessary, commercial umbrella liability insurance) covering Bodily Injury and Property Damage on an ‘occurrence form’ in the amount of not less than $1,000,000 per occurrence and $2,000,000 general aggregate. This coverage shall include Contractual Liability insurance for the indemnity provided under this Master Contract.
   2. Commercial Automobile Liability Insurance. “Symbol 1” Commercial Automobile Liability coverage (and, if necessary, commercial umbrella liability insurance) including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than $1,000,000.
   3. Workers’ Compensation Insurance & Employer’s Liability (Stop Gap). Vendor shall comply with applicable Workers’ Compensation or Industrial Accident Insurance providing benefits as required by law, including Employer’s or Stop-Gap Liability with a minimum limit of $1,000,000 per accident.
   4. Professional Liability (Errors & Omissions) Insurance. Professional liability insurance in the amount of not less than $ 1,000,000 combined single limit per occurrence, $2,000,000 general annual aggregate for malpractice or errors and omissions coverage against liability for damages because of personal injury, bodily injury, death, or damage to property, including the loss of use thereof, and damages because of negligent acts, errors, and omissions in any way related to this Master Contract.

The limits of all insurance required to be provided by Contractor shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits.

A cross-liability clause or separation of insured condition shall be included in all general liability, professional liability, pollution, and errors and omissions policies required by this Master Contract.

All policies must evidence completed operations coverage for a period of no less than one (1) year after the expiration date of the contract. Certificates must have a specific completed operations endorsement.

1. **Insurance Carrier Rating**. Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington’s Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best’s Insurance Rating. Enterprise Services reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
2. **Additional Insured**. Except for Workers’ Compensation, Professional Liability, Personal Automobile Liability, and Pollution Liability Insurance, all required insurance shall include the State of Washington and all authorized Purchasers (and their agents, officers, and employees) as an Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies. An Owner and Contractors Protective Policy (OCP) may not be substituted in lieu of naming the State as Additional Insured or any of the other insurance requirements herein.
3. **Certificate of Insurance**. Upon request by Enterprise Services, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Master Contract, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and minimum amounts, has been secured. A renewal certificate shall be delivered to Enterprise Services no less than ten (10) days prior to coverage expiration. Failure to provide proof of insurance, as required, will result in contract cancellation. All policies and certificates of insurance shall include the Master Contract number stated on the cover of this Master Contract.
4. **Primary Coverage**. Contractor’s insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Purchaser. All insurance or self-insurance of the State of Washington and/or Purchasers shall be excess of any insurance provided by Contractor or subcontractors.
5. **Subcontractors**. Contractor shall include all subcontractors as insureds under all required insurance policies, or shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor’s liability or responsibility.
6. **Waiver of Subrogation**. Contractor waives all rights of subrogation against the State of Washington and any Purchaser for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.
7. **Notice of Change or Cancellation**. There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least sixty (60) days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Master Contract number stated on the cover of this Master Contract.