



Invitation for Bid (IFB) 08314

Vehicle Lifts and Garage Associated Equipment

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

Bids Are Due..... July 23, 2015 - 2 PM PST

Optional Pre-Bid Meeting June 24, 2015
1500 Jefferson St. SE, Room 2331
Olympia, WA 98501
[Parking Options](#)

Procurement Coordinator..... Steve Hatfield
360-407-9276
steve.hatfield@des.wa.gov

Deliver Bids to Washington State Department of Enterprise Services (DES)
1500 Jefferson St. SE
PO Box 41411
Olympia, WA 98501

Attention: Bid Clerk

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

- IFB Number
- Bid Due Date and Time
- Procurement Coordinator's Name
- Bidder's Company Name & Address

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1 SUMMARY OF OPPORTUNITY

1.1 PURPOSE OF THE IFB

The purpose of this Invitation for Bid is to establish NASPO ValuePoint (formerly known as WSCA-NASPO) Master Agreements with qualified offerors to provide Vehicle Lifts and Garage Associated Equipment for all Participating States. The objective of this RFP is to obtain best value, and in some cases achieve more favorable pricing, than are obtainable by an individual state or local government entity because of the collective volume of potential purchases by numerous state and local government entities. The Master Agreement(s) resulting from this procurement may be used by state governments (including departments, agencies, institutions), institutions of higher education, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), the District of Columbia, territories of the United States, and other eligible entities subject to approval of the individual state procurement director and compliance with local statutory and regulatory provisions. The initial term of the master agreement shall be 2 years with renewal provisions as outlined in Section 3 of the NASPO ValuePoint Master Terms and conditions (Appendix A)

It is anticipated that this RFP may result in Master Agreement awards to multiple contractors, or a single contractor, in the Lead State's discretion.

1.2 PURCHASERS

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

In addition to the Lead State conducting this solicitation, the following Participating States have requested to be named in this RFP as potential users of the resulting Master Agreement: (See Apendicies). NASPO ValuePoint permits other entities to become Participating Entities after award of the Master Agreement. State-specific terms and conditions that will govern each state's Participating Addendum are included in Attachments D-Y, or may be incorporated into the Participating Addendum after award.

As a courtesy to Offerors, some Participating State specific Terms and Conditions are provided in Attachments to this solicitation. These are for informational purposes only and will be negotiated with individual Participating States after award of the Master Agreement. Each State reserves the right to negotiate additional terms and conditions in its Participating Addendums. Offerors shall submit a statement that they understand they may be required to negotiate these additional terms and conditions when executing a Participating Addendum.

1.3 NASPO VALUEPOINT BACKGROUND INFORMATION

The NASPO ValuePoint cooperative is a cooperative purchasing program of all 50 states, the District of Columbia and the territories of the United States. The Program is facilitated by the WSCA-NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint a nonprofit subsidiary of the National Association of State Procurement Officials (NASPO). NASPO

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

1.4 CONTRACT TERM

The initial term of the Contract is for two (2) years from the date of award with the option to extend for additional term(s) or portions thereof. Extensions will be exercised at the sole discretion of DES and upon written mutual agreement. The total Contract term, including the initial term and all extensions, will not exceed five (5) years unless circumstances require a special extension. DES reserves the right to extend with all or some of the Contractors.

1.5 ESTIMATED USAGE

Purchases over the initial term of the Contract could approximate \$15,000,000.00. Estimates are based on past and/or projected usage and are provided solely for assisting Bidders in preparing their Bids. Orders will be placed only on an as needed basis.

DES does not represent or guarantee any minimum purchases. The awarded vendor(s) accept the risk of low or no sales including, but not limited to, sales to competitors awarded on this contract.

2 IFB OVERVIEW

2.1 ANNOUNCEMENT AND SPECIAL INFORMATION

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

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

NOTE: The Competitive Procurement Standards is an Appendix to this IFB which consists of general provisions and terms for Solicitations issued by DES. Should a term within the Competitive Procurement Standards conflict with a term elsewhere in the IFB, the latter will prevail.

2.2 WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS)

Bidders are solely responsible for:

- Properly registering with Washington's Electronic Business Solution (WEBS) at <https://fortress.wa.gov/ga/webs/>, and maintaining an accurate Vendor profile in WEBS.

- Downloading the IFB packet consisting of the IFB, all Appendices, and incorporated documents related to the IFB for which you are interested in Bidding.
- Downloading all current and subsequent Amendments to the IFB to ensure receipt of all IFB documents.

2.3 AMENDMENTS

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

2.4 BIDDER COMMUNICATION RESPONSIBILITIES

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

Bidders are encouraged to make any inquiry as early in the process as possible to allow DES to consider and respond; however, no response is required from the Procurement Coordinator. If Bidder inquiries result in changes to the IFB, written amendments will be issued and posted on WEBS.

Additionally, if a Bidder intends to initiate a complaint, it must be done per the Complaint, Debrief and Protest procedures, which is an appendix to this IFB.

2.5 BIDDER RESPONSIVENESS

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

DES reserves the right to determine the actual level of Bidders' compliance with the requirements specified in this IFB and to waive informalities in a Bid. An Informality is an immaterial variation from the exact requirements of the competitive IFB, having no effect or merely a minor or negligible effect on quality, quantity, or delivery of the supplies or performance of the services being procured, and the correction or waiver of which would not affect the relative standing of, or be otherwise prejudicial to Bidders (See WAC [200-300-015\(18\)](#)).

2.6 PRICING

Include all Cost Components in Pricing

Bidders must identify and include all elements of recurring and non-recurring costs in their pricing. Unless otherwise specified, this must include, but is not limited to, all administrative fees, maintenance, manuals, documentation, shipping charges, labor, travel, training, consultation services, wiring and supplies needed for the installation (including cost of all uncrating, disposal of

shipping materials), set-up, testing and initial instruction to agency personnel, warranty work and maintenance of the products/services, handling charges such as packing, wrapping, bags, containers, reels.

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

2.7 NO COSTS OR CHARGES

Costs or charges under the proposed Contract incurred before a Contract is fully executed will be the sole responsibility of the Bidder.

2.8 NO BEST AND FINAL OFFER

DES reserves the right to make an Award without further discussion of the Bid submitted; i.e., there will be no best and final offer request. Therefore, the Bid should be submitted on the most favorable terms that a Bidder intends to offer.

2.9 DEALER AUTHORIZATION

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

2.10 ECONOMIC AND ENVIRONMENTAL GOALS

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

- Support for a diverse supplier pool, including small, Minority and Women-Owned Business Enterprises ([MWBE](#)), voluntary numerical WBE goals 3% MBE 3% have been established for this IFB. Achievement of these goals is encouraged whether directly or through Subcontractors. Bidders may contact the Office of Minority and Women's Business Enterprise to obtain information on certified firms or to become certified.
- Use of environmentally preferable goods and services to include post-consumer waste and recycled content.
- Products made or grown in Washington.

3 PREPARATION OF BIDS

3.1 PRE-BID MEETING

An optional pre-bid meeting to address IFB requirements will be held at the time and location indicated on the cover page. While attendance is not mandatory, Bidders are encouraged to attend and participate. The purpose of the pre-bid meeting is to clarify the IFB as needed and raise any issues or concerns, especially those of the vendor community. If interpretations,

specifications, or other changes to the IFB are required as a result of the meeting, the Procurement Coordinator will post an Amendment to WEBS.

3.2 BID SUBMITTALS (CHECKLIST)

The following checklist identifies the hard copy submittals which will comprise a Bid. Any Bid received without a hard copy of the items identified in this checklist may be rejected as being non-responsive. Please identify each page of the submittals, as well as any supplemental materials with your company name or other identifiable company mark.

- Signature:** Complete as instructed and return a signed original of the [Authorized Offer & Contract Signature Page](#). DES prefers blue ink.
- Price Sheet:** Complete as instructed and return a copy of the [Price Sheet Appendix](#). Bidders shall submit one hard copy and one electronic copy.
- References:** Bidder shall furnish three (3) commercial or governmental references from different entities for which Bidder has provided comparable products similar in scope to this IFB. (Included on Bidder Profile).
- Bidder Profile:** Complete as instructed and return a copy of the [Bidder Profile Appendix](#).
- Product Certification** (if applicable): If the product bid is produced or marketed under a “licensing agreement”, evidence that the bidder has complied with all licensing requirements must be provided.
- American Lift Institute (ALI) certification** (if applicable): If the product bid is required by this solicitation to be certified by ALI, proper documentation must be provided showing current certification.
- Diversity Plan:** Complete and return a copy of the Diversity Plan. (See [Appendices](#))
- IFB Amendments (AS INSTRUCTED):** If instructed to do so in any Amendment to this IFB, sign and return a copy. Failure to sign and return any required Amendments to this IFB, may result in a bid being rejected for lack of responsiveness. When in doubt, sign and return a copy of all IFB Amendments.

3.3 FORMAT

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

Bidders should also provide one electronic copy of the price sheet in Microsoft Excel format on a CD or USB flash drive. If there is a conflict between the hard copy and the electronic copy, the hard copy will prevail.

Note: In a joint effort to save costs, reduce waste and produce energy savings, bidders are encouraged to use double-sided printing and recyclable materials. Bidders are highly encouraged to refrain from submitting bids in 3-ring binders, spiral bindings, and/or other non-recyclable presentation folders.

3.4 DUE DATE AND TIME

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

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

3.5 BID OPENING

After the Bid due date and time, the Bid Clerk will open and process sealed Bids protecting the confidentiality of the contents. The names of the Bidders will be recorded and made available upon request. Bid contents will not be available for public view until after the announcement of the apparent successful bidder ([RCW 39.26.030](#)).

4 EVALUATION AND AWARD

4.1 GENERAL PROVISIONS

- a) Bidder Responsiveness, Responsibility and Price Factors will be evaluated based on the Evaluation Process described in this section.
- b) Contract Award will be based on the evaluation and Award criteria established herein and will be subject to consideration of all factors identified in [RCW 39.26](#), [WAC 200-300](#), and other criteria identified in the IFB.
- c) Bidders whose Bids are determined to be non-responsive will be rejected and will be notified of the reasons for such rejection.
- d) To aid in the evaluation process, after the Bid due date and time, DES may require individual Bidders to appear at a date, time and place determined by DES for the purpose of conducting discussions to determine whether both parties have a full and complete understanding of the nature of Contractual requirements. In no manner shall such action be construed as negotiations or an indication of DES's intention to Award.
- e) DES reserves the right to: (1) Waive any informality; (2) Reject any or all Bids, or portions thereof; (3) Accept any portion of the items Bid unless the Bidder stipulates all or nothing in their Bid; (4) Cancel an IFB and re-solicit Bids (5) Award on an all or none consolidated basis taking into consideration "lifecycle costs"; and (6) Award in aggregate when in the best interest of the state.
- f) **Preferences and Penalties:** Preferences and penalties that are required by law, rule, or IFB will be applied to Bid pricing. Some preferences and penalties may be added by contract language and could be applied to Bid pricing. A preference reduces the Bidder's

stated price by the amount of the preference and is an advantage to the Bidder. A penalty increases the Bidder's stated price by the amount of the penalty and is a disadvantage to the Bidder. Preferences and penalties are applied to the pricing for evaluation purposes only but are not applied for purchasing purposes.

- g) **References:** DES reserves the right to use references to confirm satisfactory customer service, performance, satisfaction with service/product, knowledge of products/service/industry and timeliness; any negative or unsatisfactory response may be an adequate reason for rejecting a Bidder as non-responsible and unable to suit the needs of the state. DES reserves the right to waive the reference check. Bidders deemed non-responsible may be rejected.
- h) The evaluation does not require any particular order so long as the Bidder or Bidders ultimately receiving an award meet all of the evaluation and award criteria.

4.2 DETERMINATION OF RESPONSIVENESS

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

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

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

4.3 DETERMINATION OF RESPONSIBILITY

During evaluation, DES reserves the right to make reasonable inquiry to determine the responsibility of any Bidder. Requests may include, but are not limited to, financial statements, credit ratings, references, record of past performance, clarification of Bidder's offer, and on-site inspection of Bidder's or Bidder's Subcontractor's facilities. Failure to respond to said request(s) may result in a Bid being rejected as non-responsive.

4.4 PRICE EVALUATION

Bidders may bid one or more categories, but must provide pricing for all items and options within each category.

Product pricing shall be FOB Origin.

Evaluated Prices from responsive Bids will be calculated as follows:

The price for each item will be added to arrive at a Category total.

4.5 SELECTION OF APPARENT SUCCESSFUL BIDDER

The lowest responsive, responsible bidder(s) within 20% (level of excellence) of the lowest cost bidder will be designated as apparent successful bidder(s).

The State desires to present the purchasing community with choices by making award to up to five (5) vendors. The state reserves the right to increase or decrease the level of excellence in the best interest of the state and to ensure the purchasing community has choices

To ensure conformity with solicitation terms and minimum requirements, DES reserves the right to request data, test, and measure as part of the evaluation process prior to award. Failure to provide requested data which ensures conformity with the solicitation terms and minimum requirements within 10 business days may result in disqualification.

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

4.6 NOTIFICATION OF APPARENT SUCCESSFUL BIDDER

All Bidders responding to this IFB will be notified when DES has determined the Apparent Successful Bidder (ASB).

4.7 COMPLAINT, DEBRIEF AND PROTEST PROCEDURE

Bidders wishing to express a concern or objection with the solicitation or solicitation process in the form of a complaint must do so at least five business days prior to the deadline for bid submission. After the announcement of the apparent successful bidder (ASB), any Bidder may request a debrief within three business days of the announcement of ASB. Failure to follow the Complaint, Debrief, and Protest Procedure may be seen as a waiver on the part of the Bidder and prevent the complaint, debrief request, or protest from being honored and exercised. The Debrief meeting will take place shortly following the Debrief request with no consideration for lengthy delays.

4.8 AWARD

An Award, in part or full, is made by DES signature on the signature page ([Authorized Offer and Contract Signature Page](#)). In some circumstances, DES may include an Award Letter which further defines the Award and is included by reference to accompany the signature page.

A maximum of Five contract(s) will be awarded to the lowest responsive and responsible bidder(s) per category.

Any bid may be rejected if the prices for any line items or subline items in a particular category are materially unbalanced. Unbalanced pricing may increase performance risk and could result in payment of unreasonably high prices. Unbalanced pricing exists when, despite an acceptable total evaluated price per category, the price of one or more line items in a particular category is significantly over or understated as indicated by the application of cost or price analysis techniques.

DES reserves the right to award on an All or Nothing consolidated basis with multiple or single vendor(s) consistent in the best interest of the State of Washington.

Following the Award, all Bidders will receive a Notice of Award; usually through a WEBS notification.

During the life of the contract, DES reserves to make additional awards from the pool of responsive and responsible non-awarded. Circumstances include but are not limited to a vacancy from an awarded contractor that is no longer on state contract for any reason.

4.9 POST-AWARD CONFERENCE

The contractor may be required to attend a post award conference scheduled by DES to discuss contract performance requirements. The time and place of this conference will be scheduled following contract award.

5 CONTRACT INFORMATION

5.1 INCORPORATED DOCUMENTS AND ORDER OF PRECEDENCE

A Bid submitted to this IFB is an offer to Contract with DES.

A Bid becomes a Contract only when awarded and accepted in writing by DES on the [Authorized Offer & Contract Signature Page](#) and upon notice or copy of which is communicated back to the apparent successful bidder.

The documents listed below are, by this reference, incorporated into a Contract resulting from this IFB as though fully set forth herein. No other statements or representations, written or oral, shall be deemed a part of the Contract.

- a. The IFB
- b. The awarded Vendor/Contractor's Bid
- c. All Appendices
- d. IFB Amendments (if any)
- e. Award Letter (if any)

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

- a. Applicable Federal and State of Washington statutes and regulations
- b. Mutually agreed written Amendments to the resulting Contract
- c. The Contract, including all documents incorporated in the subsection immediately above.

Conflict: To the extent possible, the terms of the Contract shall be read consistently.

Conformity: If any provision of the Contract violates any Federal or State of Washington statute or rule of law, it is considered modified to conform to that statute or rule of law.

5.2 PARTIES

This Contract is entered into by and between the state of Washington, acting by and through DES and the awarded Contractor with the parties more fully described in the Authorized Offer and Contract Signature Page below.

5.3 AUTHORITY TO BIND

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

5.4 COUNTERPARTS

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

5.5 CHANGES

DES reserves the right to modify the resulting Contract (including but not limited to adding or deleting products) by mutual agreement between DES and the Contractor. Alterations to any of the terms, conditions, or requirements of this Contract shall only be effective upon written issuance of a mutually-agreed Contract Amendment by DES. However, changes to point of contact information may be updated without the issuance of a mutually-agreed Contract Amendment.

5.6 PRICE ADJUSTMENTS

Firm and Fixed Period

Pricing will remain firm and fixed for at least 365 calendar days following the effective date of the Contract. Bidders are cautioned against bidding low and attempting to recoup margin during the life of the contract.

During the contract any declines in the price of the product at the manufacturer's level or cost reductions to the Vendor shall be reflected in a reduction of the contract price retroactive to the effective date of the price change.

Product Pricing

Product Pricing shall remain firm and fixed for 365 days after the effective date of the contract. Thereafter, adjustments in the price of the product will be at the discretion of the Contract Administrator and shall:

- Be the result of increases incurred after the effective date of the contract.
- Not produce a higher profit margin than that determined at the time of bid submission.
- Clearly identify the items impacted by the increase.
- Be requested in writing to the Contract Administrator a minimum of 90 days prior to the effective date of the proposed change.
- Be accompanied by documentation acceptable to the Contract Administrator sufficient to warrant the increase.

A contract amendment is not required for price reductions offered by the Vendor for the balance of the season's orders once the target commitment has been met.

5.7 MISCELLANEOUS EXPENSES

Since expenses related to day-to-day Contract performance (including but not limited to, travel, lodging, meals, and incidentals) will not be reimbursed to the Contractor, hourly rates proposed by the Bidder must include these costs.

5.8 NASPO VALUE POINT MASTER AGREEMENT STATEMENT OF COMPLIANCE

The NASPO ValuePoint Master Agreement(s) resulting from this RFP will constitute the final agreement except for negotiated terms and conditions specific to a Participating Entity's Participating Addendum.

The Master Agreement will include, but not be limited to, the NASPO ValuePoint Standard Terms and Conditions in Appendix A and Lead State specific terms and conditions required to execute a master agreement, and selected portions of the Offerors Proposal.

This section highlights particular terms and conditions of NASPO ValuePoint Master Agreement Terms and Conditions, although Offerors will be bound to all the terms and conditions when executing a Master Agreement as shown in Appendix A. Offerors must include a statement in their Proposal that they have read and understand all of the terms and conditions as shown in the Master Agreement (Appendix A).

5.9 INSURANCE

To be eligible for award, the Offeror agrees to acquire insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state at the prescribed levels set forth in Section 17 of the NASPO ValuePoint Master Agreement Terms and Conditions. Describe your insurance or plans to obtain insurance satisfying the requirements in Section 17.

5.10 NASPO VALUE POINT ADMINISTRATIVE FEE AND REPORTING REQUIREMENTS

To be eligible for award, the Offeror agrees to pay a NASPO ValuePoint administrative fee as specified in Section 26 of the NASPO ValuePoint Master Agreement Terms and Conditions. Moreover, specific summary and detailed usage reporting requirements are prescribed by Section 27 of NASPO ValuePoint Master Agreement Terms and Conditions.

Offerors shall identify the person responsible for providing the mandatory usage reports. (This information must be kept current during the contract period) Contractor will be required to provide reporting contact within 15 days of Master Agreement execution.

5.11 NASPO VALUEPOINT EMARKET CENTER

To be eligible for contract award, the Offeror agrees, by submission of a Proposal, to cooperate with NASPO ValuePoint and SciQuest (and any authorized agent or successor entity to SciQuest) with providing unique information and ordering instructions. Refer to Appendix A, Section 36, NASPO Value Point Master Agreement Terms and Conditions for the prescribed requirements.

APPENDICES

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

NASPO ValuePoint Terms & Conditions.....	 Appendix A_NASPO_ValuePoint
Draft Participating Addendum.....	 Blank NVP Model Participating Addenda
Intent to Participate(s) & State Specific Terms and Conditions	Will be posted separately
Master Contract Terms and Conditions.....	 Master Contract Terms and Conditions
Complaint, Debrief and Protest Procedure	 Complaint, Debrief, Protest Procedure.doc
Special Terms & Conditions	 Special Terms & Conditions.doc
Mandatory Requirements	 Mandatory Requirements.doc
Specifications	 Specifications.doc

Price Sheet.....	 08314 - Price Sheet.xlsx
Bidder Profile	 Bidder Profile.doc
Small and Veteran Business Fact Sheet.....	 Business Fact Sheet.doc
Diversity Plan.....	 Diversity Plan.doc

CERTIFICATIONS & ASSURANCES

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

1. We have read, understand, and agree to abide by all information contained in the IFB, all Appendices, and incorporated documents.
2. The prices in this Bid have been arrived at independently, without engaging in collusion, bid rigging, or any other illegal activity, and without for the purpose of restricting competition any consultation, communication, or agreement with any other Bidder or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered. The prices in this Bid have not been and will not be knowingly disclosed by the Bidder, directly or indirectly, to any other Bidder or competitor before Contract award unless otherwise required by law. No attempt has been made or will be made by the Bidder to induce any other concern to submit or not to submit an offer for the purpose of restricting competition. However, we may freely join with other persons or organizations for the purpose of presenting a Bid.
3. The attached Bid is a firm offer for a period of **90** days following the Bid Due Date specified in the IFB, and it may be accepted by DES without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the **90**-day period. In the case of a protest, our Bid will remain valid for **90** days or until the protest and any related court action is resolved, whichever is later.
4. In preparing this Bid, we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to the state's IFB, or prospective Contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this Bid. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
5. We understand that the state will not reimburse us for any costs incurred in the preparation of this Bid. All Bids become the property of the state, and we claim no proprietary right to the ideas, writings, items or samples unless so stated in the Bid. Submittal of the attached Bid constitutes an acceptance of the evaluation criteria and an agreement to abide by the procedures and all other administrative requirements described in the IFB.
6. We understand that any Contract awarded as a result of this Bid will incorporate all IFB requirements. Submittal of a Bid and execution of this Certifications and Assurances document certify our willingness to comply with the Contract terms and conditions appearing in the IFB, all Appendices, and incorporated documents if selected as a Contractor. It is further understood that our standard Contract will not be allowed as a replacement for the terms and conditions appearing in the IFB, all Appendices, and incorporated documents of this IFB.
7. By submitting this Bid, Bidder hereby offers to furnish materials, supplies, services and/or equipment in compliance with all terms, conditions, and specifications contained in this IFB.
8. We are **not** submitting any exceptions.

AUTHORIZED OFFER & CONTRACT SIGNATURE PAGE

In submitting this Bid, the Authorized Signatory below acknowledges having read and understood the entire IFB and agrees to comply with its terms and conditions including the [Certifications and Assurances](#). The Authorized Signatory also agrees to fulfill the offer made in this Bid and any subsequently awarded Contract.

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

For DES use Only:

This Contract is effective upon final DES signature.

This is an Award for: Vehicle Lifts and Associated Garage Equipment

<p>APPROVED (DES)</p> <p>Department of Enterprise Services 1500 Jefferson Street SE PO Box 41411 Olympia, WA 98501</p> <hr/> <p>Washington State Department of Enterprise Services</p> <hr/> <p>Signature _____ Date _____</p> <p>Steve Hatfield, Contracts Specialist</p> <p>Typed or Printed Name, Title</p> <hr/> <p>Manager Signature (if applicable) _____ Date _____</p> <hr/> <p>Manager's Typed or Printed Name, Title</p> <p><u>CONTACT INFORMATION</u></p> <p>Contact: Steve Hatfield Title: Contracts Specialist Phone: 360-407-9276 Fax: 360-586-2426 Email: steve.hatfield@des.wa.gov</p>	<p>APPROVED (VENDOR/CONTRACTOR)</p> <p>_____</p> <hr/> <p>Bidder's Company Name & Address</p> <p>X</p> <hr/> <p>Signature _____ Date _____</p> <hr/> <p>Typed or Printed Name, Title</p> <p><u>CONTACT INFORMATION</u></p> <p>Contact: _____ Title: _____ Phone: _____ Fax: _____ Email: _____</p>
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