



Washington State Department of
Enterprise Services

Invitation for Bid (IFB) 06412 through 07312,

Title: Model Year 2013/2014 Automobiles, Police, Utility, Trucks and Vans

The Washington State Department of Enterprise Services (DES) issues this Invitation for Bid (IFB) under the authority of the Revised Code of Washington (RCW) [43.19](#). 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.

Optional Pre-Bid Meeting August 30, 2012 at 9:30 am
1500 Jefferson Building, Presentation Room, Room Number 1213
1500 Jefferson St. SE
Olympia, WA
Directions/Parking: <http://www.ga.wa.gov/Visitor/direction-park.htm>

Bids Are Due..... September 17, 2012 at 2:00 pm

Procurement Coordinator..... Breann Aggers
Phone: (360) 407-9416
Email: Breann.aggers@des.wa.gov

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

Attention: Bid Clerk, Master Contracts and Consulting Unit

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 and Address

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PART ONE – SOLICITATION INFORMATION

1. ANNOUNCEMENT AND SPECIAL INFORMATION

1.1 INTRODUCTION

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.

1.2 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 solicitation:

- 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

2. SUMMARY OF OPPORTUNITY

2.1 PURPOSE

The purpose of this Solicitation is to establish a statewide contract for the as needed purchase of model year 2013/2014 vehicles. If model year 2013 vehicles are no longer available bidder(s) may offer 2014 model year vehicle with delayed production.

2.2 PURCHASERS

General Use:

The Contract will be for use by all members of the Washington State Purchasing Cooperative (WSPC) including where applicable: State Agencies, Institutions of Higher Education, Political Subdivisions, and Non-Profit Corporations.

While use of the contract by Political Subdivisions and Non-Profit Corporations that are members of the WSPC and ORCPP members is optional, the DES Master Contracts and Consulting (MCC) encourages them to use state contracts. Their use of the contracts may significantly increase the purchase volume.

Their orders are subject to the same contract terms, conditions and pricing as state agencies. DES accepts no responsibility for orders or payment by WSPC, DASCPP or ORCPP members.

- WSPC members: <https://fortress.wa.gov/ga/apps/coop/Default.aspx>
- ORCPP members: <http://cms.oregon.egov.com/DAS/EGS/PS/Pages/coop-menu.aspx>

Purchases by Nonprofit Corporations:

Legislation allows nonprofit corporations to participate in State Contracts for purchases administered by the DES. By mutual agreement with DES, the Contractor may sell goods or services at contract pricing awarded under this IFB and resulting contract to self certified nonprofit corporations. Such organizations purchasing under the State Contract shall do so only to the extent they retain eligibility and comply with other contract and statutory provisions. The Contractor may make reasonable inquiry of credit worthiness prior to accepting orders or delivering goods or services on contract. The State accepts no responsibility for payments by nonprofit corporations. Their use of the contracts may significantly increase the purchase volume. Their orders are subject to the same contract terms, conditions and pricing as state agencies.

If the dealer agrees to extend contract pricing to such organizations (which includes political subdivisions, nonprofit corporations, and political subdivisions include state of Washington and state of Oregon) who may also order from this contract. No minimum order or fleet size requirements are to be imposed to determine eligibility. Only those organizations that have signed an agreement (Interlocal Agreement) and/or are current in their payment of applicable fees will be eligible to use this contract.

To place an order they will either submit a State Purchase Requisition, Form A-15 or place an order through our Vehicle Rapid Order Online Messaging System (VROOM). If you are utilizing the Form A-15 to the Master Contracts and Consulting Unit, the document must be completed as prescribed in instructions furnished, for issuance of a purchase order for the specified vehicle. Though the order is issued by the state of Washington, the political subdivision/nonprofit corporation is solely responsible for receiving, acceptance, direct payment to the dealer, and licensing of the vehicle(s). Third party financing of leases where the organization will not become the legal owner are not authorized. Additionally, vehicle trade-in's are not part of this contract.

Though no additional conditions are to be imposed (e.g., local businesses license, local B and O tax), all conditions of this contract apply equally to all purchasers, including payment for vehicle within 30 days of receipt and acceptance of a vehicle. In case of conflict between the conditions of this contract and policies, procedures, rules or regulations of a Purchaser, those of the contract shall prevail. By submitting a requisition form (Form A-15) or placing online at VROOM, the purchaser is committed to the vehicle purchase and acknowledges and agrees to comply with the contract conditions.

2.3 CONTRACT TERM

The initial term of this contract will be one (1) year from the effective date of the contract to October 31, 2013 with the option to extend for additional term(s) or portions thereof. A Contract extensions shall be offered to one or more Contractor's at the sole discretion of the DES and is subject to written mutual agreement.

The total contract term, including the initial term and all subsequent extensions, shall not exceed two (2) years unless an emergency exists and/or special circumstances require a partial term extension. The Contract's performance period for ordering vehicles shall be from the effective date through March 31, 2013 or factory cut off, whichever is later.

2.4 ESTIMATED USAGE

Based on projected usage, it is estimated that purchases over the initial one (1) year term of the Contract may approximate \$50,000,000 (for actual 2009 through 2012 volume, see Specifications and Price Sheets). Historically, approximately 68% of the purchasers were made by participating political subdivision and approximately 32% of the purchases were made by state agencies, institutions, colleges and universities. But no guarantee is being made.

Figures presented are informational only and do not constitute a fixed purchasing obligation on the part of the State. Orders will be placed only on an as needed basis

Contract is not exclusive. The Master Contracts and Consulting reserves the right to purchase other vehicles through other means and from other sources. **NOTE: Some categories of 2013 vehicles are already on contracts as a result of exercising prior contract extension options.**

The State of Washington does not represent or guarantee any minimum purchase, and does not guarantee any purchases will be made.

2.5 NO COSTS OR CHARGES

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

2.6 NO BEST AND FINAL OFFER

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

3. SOLICITATION OVERVIEW

3.1 ACQUISITION AUTHORITY

DES issues this solicitation acting under the authority of its enabling legislation Revised Code of Washington (RCW) [43.19](#) which establishes DES and regulates the manner in which state agencies may acquire goods and purchased services.

3.2 SOLICITATION 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.

3.3 CONTRACT FORMATION

A response submitted to this solicitation is an offer to contract with the DES/MCC. A response becomes a contract only when legally awarded and accepted in writing by the DES/MCC. Award means signature and any accompanying documentation specifying the Award. The Award is signed by both parties and a copy is sent to the Awarded Bidder.

3.4 INCORPORATION OF DOCUMENTS INTO CONTRACT

This solicitation document, any subsequent amendments and the bidder's response will be incorporated by reference into the resulting Contract.

3.5 RIGHT TO CANCEL

The DES/MCC reserves the right to cancel or reissue all or part of this solicitation at any time as allowed by law without obligation or liability.

3.6 NON-ENDORSEMENT AND PUBLICITY

In selecting a bidder to supply vehicles, model year 2013/2014 automobiles, police, utility, trucks and vans to the state of Washington Purchasers, neither the DES/MCC nor the Purchasers are endorsing the bidder's goods and purchased services, nor suggesting that they are the best or only solution to purchaser's needs.

4. TIMELINE

4.1 PROCUREMENT SCHEDULE

The dates listed below represent the projected procurement schedule. The DES/MCC reserves the right to change the schedule. Notification of amendments to the procurement schedule prior to bid opening, will be sent electronically to all properly registered users of the Department of Enterprise Services' Washington Electronic Business Solution (WEBS) www.ga.wa.gov/webs who downloaded this Solicitation from WEBS. Changes to the Procurement Schedule after bid opening may be communicated to all bidders reflecting the change.

4.2 PROJECTED SCHEDULE OF EVENTS

Date	Time	Event
		Issue Solicitation document (Available for download from www.ga.wa.gov/webs)
August 30, 2012	9:30am	Bidder Pre-Bid Conference
If Applicable		Amendment issued, if applicable (Bidders should begin checking the website for any amendments)
September 17, 2012	2:00pm	Bids Due
		Evaluation begins
October 2012		Anticipated award date

NOTE: Response information, including price sheets, will not be available for public disclosure until after award of the Contract consistent with [RCW 43.19.1911\(8\)](#). After award, information regarding results of the Solicitation may be obtained by contacting the Contracts Specialist.

4.3 PRE-BID CONFERENCE

An optional pre-bid conference 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 actively participate. The purpose of the pre-bid meeting is to clarify the IFB as needed and raise any issues or concerns, especially those of the vendor community. If interpretations, specifications, or other changes to the IFB are required as a result of the meeting, the Procurement Coordinator will post an Amendment to WEBS. Assistance for disabled, blind or hearing-impaired persons who wish to attend is available with prior arrangement by contacting the Procurement Coordinator identified on the cover page.

For a site map to the Capitol Campus, click <http://www.ga.wa.gov/images/Campus-Map.pdf>.

Driving directions and parking information <http://www.ga.wa.gov/Visitor/direction-park.htm>.

5. PREPARATION OF RESPONSE

5.1 SUBMISSION OF RESPONSE

Original, signed (in blue ink), sealed response must be received at the specified location on or before the specified date and time. Time of receipt will be determined by the official time stamp located at the DES/MCC. If a response is late or received at a location other than that specified, it shall be rejected and returned unopened. In the event the official time clock is unavailable, the Bid clerk may establish the official time and take reasonable steps to ensure the integrity of the response receipt is preserved.

A. FORMAT

The submittals for this solicitation shall consist of one (1) signed original hard copy document.

Hard copy responses must be legible and completed in ink or with 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 responses will be rejected upon opening unless satisfactory evidence was submitted clearly establishing the bidder's desire and intent to be bound by the response, such as a signed cover letter. Incomplete or illegible responses may be rejected.

B. IDENTIFICATION AND DELIVERY

To facilitate proper delivery and processing, responses must be delivered in sealed envelopes, boxes or other method of containment. Sealed responses are to be clearly identified on the outside of the package with the following information to the DES/MCC on page 1.

5.2 RESPONSE OPENING PROTOCOL

After the response due date and time, the designated Bid Clerk will open and process sealed response(s) 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 Contract has been awarded ([RCW 43.19.1911\(8\)](#)).

5.3 CONTRACT INFORMATION AVAILABILITY AFTER AWARD

Upon award, electronic notification may be sent to all bidders and their manufacturer(s). After award, information regarding results of the solicitation may be obtained by accessing www.ga.wa.gov or by contacting the Contracts Specialist. Bidders may submit a request to either schedule an appointment to review the procurement file or obtain specific documents.

5.4 BID PRICING

Bid prices must include Model Year 2013/2014 equipped per specifications, for delivery to any destination within the State of Washington of the goods and/or services described in the Solicitation document (the state of Washington). Bid pricings must be exclusive Federal Excise Tax and before State Sales Tax. Failure to do so may result in the bid being rejected as non-responsive.

All costs other than tax described above and associated with the goods and/or services must be incorporated into the prices of the Response to this IFB. If Bidder agrees to extend contract pricing to State of Oregon ORCCP members, pricing to be FOB selling dealer's Washington State location.

Failure to identify all costs in a manner consistent with the instructions in this IFB is sufficient grounds for disqualification.

The State makes no volume commitment in this solicitation. The proposed pricing levels should reflect the market provided by the contract resulting from this solicitation. The intent is to make a single award per category. However, the DES/MCC, at its sole discretion, may choose to make multiple awards. This will only be considered for responsive and responsible bidders that are within 1% of the lowest responsive and responsible bidder.

All vehicles shall be new, readily available, 2013 or 2014 or current model year production equivalent in style, quality, and appointments to those offered to the general public. The vehicles will be supplied with all equipment and accessories indicated as standard equipment (fleet) in the manufacturer's published literature and required equipment indicated in the contract. Upgrades required by manufacturer's changes during the contract are to be incorporated at no cost to the Purchaser. Contract required equipment and contract bid options are to be factory equipment and factory installed, when available. This includes but is not limited to radios, cruise control, bumpers, trim panels, towing packages, and tires. If any equipment is to be dealer installed, bidder must so indicate on bid and be prepared to provide warranty support of at least 1 year at no cost to the purchaser.

5.5 MISCELLANEOUS EXPENSES

Expenses related to day-to-day performance under any Contract, including but not limited to, travel, lodging, meals, incidentals will **not** be reimbursed to the Bidder.

6. EVALUATION AND AWARD

6.1 EVALUATION

The bidder(s), who meets all of the solicitation requirements after application of any preference or penalties and is determined to be the lowest responsive, responsible bidder(s) as described in this section, will be declared the successful bidder(s) by the DES/MCC.

No rejection notice will be sent to unsuccessful bidders. Bidders whose bids are determined to be non-responsive will be rejected and will be notified of the reasons for such rejection.

Contract award shall be made to the lowest responsive and responsible bidder(s) based on the evaluation and award criteria established herein and subject to consideration of all factors identified in [RCW 43.19.1911](#). The DES/MCC reserves the right to select and enter into a Statewide Contract with multiple bidders as a result of this solicitation.

The resulting award will be for all product categories identified on the Technical Requirements/Specifications and Price Sheets. **Bidders do not have to bid on every Category but must bid on all required items within a category.**

Subject to the provisions of [RCW 43.19.1911](#) and [Chapter 200-300 WAC](#), the DES/MCC 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 a Solicitation and re-solicit Bids; (5) Negotiate with the lowest Responsive and Responsible Bidder to determine if that Response can be improved for the Purchaser; (6) Award on an all or none consolidated basis taking into consideration "lifecycle costs"; and (7) Award in aggregate when in the best interest of the state.

To aid in the response evaluation process, after response due date and time, the DES/MCC may require individual bidders to appear at a date, time and place determined by the DES/MCC for the purpose of conducting discussions to determine whether both parties have a full and complete understanding of the nature and scope of contractual requirements. In no manner shall such action be construed as negotiations or an indication of the DES/MCC's intention to award.

6.2 EVALUATION PROCESS

INITIAL DETERMINATION OF RESPONSIVENESS

Bidder is to follow the instructions contained herein with emphasis on completeness and clarity of content. Bids shall be reviewed to determine whether they meet minimum bid requirements. Those responses not meeting minimum requirements may be considered non-responsive and rejected.

RESPONSIBILITY

Pursuant to [RCW 43.19.1911](#), in determining Bidder responsibility, the following elements shall be given consideration:

- a) The ability, capacity, and skill of the Bidder to perform the contract or provide the service required;
- b) The character, integrity, reputation, judgment, experience, and efficiency of the Bidder;
- c) Whether the Bidder can perform the contract within the time specified;
- d) The quality of performance of previous contracts or services;
- e) The previous and existing compliance by the Bidder with laws relating to the contract or services;
- f) Such other information as may be secured having a bearing on the decision to award the contract:

During Response evaluation, the Procurement Coordinator 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 Response being rejected as non-responsive.

PRICE EVALUATION AND AWARD

For each vehicle bid category an award will be made on the basis of specification compliance, bid pricing, prompt payment discount, various cost factors and preferences and penalties required by law or this solicitation. Price evaluation will include the following factors: 1. cost of vehicle with required options, 2. cost of fuel consumed, 3. residual value for non police automobiles and 4. applicable sales tax.

Cost of Vehicle:

This Appendix, Technical Specifications and Price Sheets document are divided into four parts: Part A, Part B, Part C and Part D.

Part A: Complete all lines as indicated. In the Dealer providing column indicate what you will be providing, if products are standard from the manufacturer (you may use STD for standard to indicate this). Under the MFR Code/DLR Providing, indicate if the MFR will be providing, if so provide the MFR Code, if it is standard use STD, if the DLR will be providing indicate DLR providing.

Part B: Most lines are information only (are identified as information only) and other lines will be required and will be part of the evaluation. Do not forget to populate required lines. Failure to do so is grounds for bid rejection.

Part C: Complete option content lines where indicated. MCC reserves the right to exclude any or all desired requirements submitted by the bidder. Consideration will also be given to the bid prices and the additional desired requirements (the consideration given to additional desired requirements is that bid prices for each of the additional desired requirements are added to a bidder's base vehicle bid price for comparison with other bids. **Failure to bid additional desired requirements options may be grounds for bid rejection.**

Part D: This optional section will be evaluated for price reasonableness only and may be included or excluded from the award at the discretion of the Procurement Coordinator. Do not leave any blanks (i.e. use "NB" for No Bid, "NA" for not available, "NC" for no charge, "STD" for standard as applicable).

To ensure equitable consideration of your net bid and option pricing and ease in subsequent ordering, be sure to include your manufacture's model and option order code numbers in spaces provided.

Cost of Fuel Consumed:

The cost of fuel will be factored for 75,000 miles using the EPA (EPA will be verified by: <http://www.fueleconomy.gov/feg/pdfs/guides/FEG2012.pdf>) estimated MPG city figure for Vehicle/Engine/Transmission bid. This number of total gallons required multiplied by the representative cost for unleaded gas, excluding federal excise tax (\$3.50/gal). The cost of fuel will not be factored for trucks/vans over 8500# GVW.

Sales Tax:

Consideration will also be given to local sales tax differentials between in-state dealers. Total sales tax will be calculated based on bidder's location (sales tax will be determined by DOR website: <http://dor.wa.gov/content/findtaxesandrates/salesandusetaxrates/lookupataxrate/>).

For evaluation purposes sales tax will be applied to vehicle bid price with additional mandatory options after deducting any applicable prompt payment discount.

Residual Value for Non Police Automobiles:

For non police automobiles only, life cycle costing consideration will also be given to a vehicle's projected residual value vis a vis the average residual value of all vehicles bid. (Percentage "Projected Residual Value, 60 months" as published in Kelley Bluebook Auto Residual Guide will be used.) The average residual value of all models bid meeting equipment specifications will be calculated and rounded to the nearest percentile. Vehicles bid whose residual value exceeds the calculated average by 4% or more will have 1% deducted from their NET BID PRICE for bid evaluation purposes. Additionally, vehicles bid whose residual value is lower than the calculated average by 4% or more will have 1% added to their NET BID PRICE for bid evaluation purposes.

An award will be made to the lowest, responsive and responsible bidder that meets specifications and all bid requirements.

NOTE: Primary and secondary awards for vehicle categories will also be considered. For all categories, multiple awards may be made. A primary award will be made to the dealer bidding the vehicle with the lowest overall cost considering all the cost factors above (excluding residual value). A secondary award may also be made to the dealer bidding the lowest overall cost for a different make/model, provided that cost is within 1% of the overall lowest cost primary award. It will then be up to each customer to make the final purchasing decision as to which vehicle is the best buy for their application and budget. Vehicles may be selected based on price, required options, standardization, delivery time, warranty, previous experience, safety ratings, published reports, and/or other factors. The State has determined that 1% is a reasonable amount to be considered within a competitive range which also provides customers an additional choice in the selection of their vehicles.

6.3 SELECTION OF APPARENT SUCCESSFUL BIDDER(S)

Bidder with the lowest total evaluation price per category, after application of any preference or penalties and who is responsive and responsible will be declared the Apparent Successful Bidder.

Prior to the Award, DES may negotiate with an Apparent Successful Bidder to determine if a Bid can be improved.

Designation as an Apparent Successful Bidder does not imply that DES will issue an Award to your firm. It merely suggests that at this moment in time, DES believes your bid to be responsive. This designation allows DES to perform a responsibility analysis and ask for additional documentation. DES is also at liberty to re-review and determine whether the bidder truly prevailed as originally 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.

6.4 INTENT TO AWARD

At its sole discretion, DES may elect to notify all Bidders of its intent to award to the Apparent Successful Bidder through Intent to Award notification prior to the actual Award. This notification is usually communicated by a means outside of the WEBS notification system.

Should DES elect to notify all Bidders of the Apparent Successful Bidder prior to the Award, it may proceed with the Award no sooner than five business days following the Intent to Award notification (for protest purposes).

DES reserves the right to proceed with the Award without communicating its Intent to Award.

6.5 AWARD

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

DES reserves the right to Award on an All or Nothing consolidated basis.

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

6.6 BID INFORMATION AVAILABILITY AFTER AWARD

After the Contract has been awarded, information regarding results of the IFB may be obtained by accessing www.ga.wa.gov and/or contacting the Contracts Specialist. Bidders may also schedule an appointment to review the bidding process.

PART TWO – CONTRACT INFORMATION

1. PARTIES

This contract ("Contract") is entered into by and between the State of Washington, acting by and through the DES and the Awarded Contractor(s), an entity licensed as necessary to perform the Contract and to conduct business in the State of Washington ("Contractor"), with the parties more fully described in the Authorized Offer and Contract Signature Page below, for the purpose of providing Vehicles, model year 2013/2014 Title: Model Year 2013/2014 Automobiles, Police, Utility, Trucks and Vans.

2. ENTIRE AGREEMENT

This Solicitation/Contract document, Parts One and Two, all appendices and attachments, all subsequently issued amendments, and any incorporated documents comprise the entire agreement between the DES/MCC and the Contractor. No other statements or representations, written or oral, shall be deemed a part of the Contract.

3. INCORPORATED DOCUMENTS

Each of the documents listed below is, by this reference, incorporated into this Contract as though fully set forth herein.

- a. The awarded portion(s) of Contractor's Response to the Solicitation/Contract Number 6412 through 07312
- b. All Appendices
- c. Amendments (if applicable)
- d. Bid Submittal
- e. Clarifications accepted by the state
- f. Accompanying Award Letter if issued by the state

4. ORDER OF PRECEDENCE, CONFLICT AND CONFORMITY

In the event of a conflict in such terms, or between the terms and any applicable statute or rule, the inconsistency shall 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 this Contract
- c. This Contract, Number 06412 through 07312, including all documents incorporated in subsection immediately above
- d. All accepted Clarifications (if any), and the Award Letter (if any)

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

Conformity: If any provision of this 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. LEGAL NOTICES

Any notice or demand or other communication required or permitted to be given under this Contract or applicable law (except notice of malfunctioning Equipment) shall be effective only if it is in writing and signed by the applicable party, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Service as first-class mail, postage prepaid, certified mail, return receipt requested, via facsimile or by electronic mail, to the parties at the addresses and fax numbers, e-mail addresses provided in the *Authorized Offer and Contract Signature Page* below. For purposes of complying with any provision in this Contract or applicable law that requires a "writing," such communication, when digitally signed with a Washington State Licensed Certificate, shall be considered to be "in writing" or "written" to an extent no less than if it were in paper form.

Notices shall be effective upon receipt or four (4) Business Days after mailing, whichever is earlier. The notice address as provided herein may be changed by written notice given as provided above.

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Equipment or Services provided pursuant to this Contract is served upon Contractor or DES, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and DES further agree to cooperate with the other party in any lawful effort by the other party to contest the legal validity of such subpoena or other legal process commenced by a third party.

6. LIENS, CLAIMS AND ENCUMBRANCES

All materials, equipment, supplies and/or services shall be free of all liens, claims, or encumbrances of any kind, and if the DES or the Purchaser requests, a formal release of same shall be delivered to the respective requestor.

7. AUTHORITY TO BIND

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





8. COUNTERPARTS

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

APPENDICES

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

NOTE: These documents are not automatically printed out.

Competitive Procurement Standards, Instructions to Bidders, Definitions, Standard Terms and Conditions, and Protest Procedures		 CPS.doc	
Special Terms and Conditions		 Special Terms and Conditions.doc	
Specifications and Price Sheets (BID SUBMITTAL) Due to its size, the Appendix for the specifications and price sheets will be separate documents (Part I and II) and have to be opened and printed separately.			
Bidder Profile (BID SUBMITTAL)		 Bidder Profile.doc	
Federal Transit Administration		 FTA Requirements.pdf	

BIDDER CHECKLIST

This checklist identifies the documents to be submitted with each Response. Any Response received without any one or more of these documents 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.	
Appendix: Specifications and Price Sheets	<input type="checkbox"/>
Appendix: Bidder Profile	<input type="checkbox"/>
Authorized Offer and Contract Signature Page (SIGNED IN BLUE INK)	<input type="checkbox"/>
Descriptive Literature	<input type="checkbox"/>
Dealer Authorization	<input type="checkbox"/>
Warranty Information	<input type="checkbox"/>
Amendments (if any) Original Signature/Date (if required)	<input type="checkbox"/>

CERTIFICATIONS AND ASSURANCES

We make the following certifications and assurances as a required element of submitting this Response, affirming the truthfulness of the facts declared here and acknowledging that the continuing compliance with these statements and all requirements of the Solicitation 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 Part One-Solicitation Information, Part Two-Contract Information, all Appendices, and incorporated documents.
2. The prices in this Response 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 Response 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 Response.
3. The attached Response is a firm offer for a period of 120 days following the Response Due Date specified in the IFB, and it may be accepted by the DES without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 120-day period. In the case of a protest, our Response will remain valid for 120 days or until the protest and any related court action is resolved, whichever is later.
4. In preparing this Response, we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to 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 Response. (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 Response. All Responses become the property of the State, and we claim no proprietary right to the ideas, writings, items or samples unless so stated in the Response. Submission of the attached Response 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 Response will incorporate all the IFB requirements. Submission of a Response 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 proposed contract exceptions.

**AUTHORIZED OFFER AND
CONTRACT SIGNATURE PAGE**

In submitting this Response, the authorized signatory below acknowledges having read and understood the entire IFB and agrees to comply with the terms and conditions of the Solicitation including Certifications and Assurances. The authorized signatory also agrees to fulfill the offer made in this Response and any subsequently awarded Contract. The signatory below represents that he/she has the authority to bind the entity named below to the Response submitted and any Contract awarded as a result of this Solicitation. This is a bid submittal, sign and return along with other required documents.

This Contract is effective as of: _____

This is an Award for:

DES/MCC Use Only

Summary of Award:

- ☐ Compact/Sedan/Hatchback, Electric Vehicle (order code 2313-965-001)
- ☐ Midsize Sedan/Plug-in Passenger, Electric Vehicle (order code 2313-970-001)
- ☐ Fullsize Hybrid 4 Door Hatchback Vehicle (order code 2313-931-001)
- ☐ Midsize Station Wagon, High MPG Hybrid (order code 2313-935-001)
- ☐ Midsize Sedan (order code 2313-050-001)
- ☐ Fullsize Sedan (order code 2313-055-001)
- ☐ Fullsize High Speed Police Pursuit Vehicle (order code 2313-083-001)
- ☐ Mid/Full Size Police Vehicle (order code 2313-085-001)
- ☐ Small Utility/Crossover Vehicle 2WD (order code 2313-062-001)
- ☐ Midsize Utility/Crossover Vehicle 2WD (order code 2313-063-001)
- ☐ ½ Ton Pickup 2WD Extended Cab (order code 2313-112-001)
- ☐ ½ Ton Pickup 4WD Regular Cab (order code 2313-115-001)
- ☐ ½ Ton Pickup 4WD Extended Cab (order code 2313-117-001)
- ☐ ¾ Ton Pickup 2WD Regular Cab (order code 2313-120-001)
- ☐ ¾ Ton Pickup 2WD Extended Cab (order code 2313-122-001)
- ☐ ¾ Ton Pickup 2WD Crew Cab (order code 2313-123-001)
- ☐ ¾ Ton Pickup 4WD Regular Cab (order code 2313-125-001)
- ☐ ¾ Ton Pickup 4WD Extended Cab (order code 2313-127-001)
- ☐ Cab and Chassis, 2WD, 11,000# GVWR (order code 2313-130-001)
- ☐ Cab and Chassis, 2WD, 15,000# GVWR (order code 2313-133-001)
- ☐ Cab and Chassis, 2WD, 19,000# GVWR (order code 2313-134-001)
- ☐ Cab and Chassis, 4WD, 12,000# GVWR (order code 2313-135-001)
- ☐ Cab and Chassis, 4WD, 15,000# GVWR (order code 2313-136-001)
- ☐ Cab and Chassis, 4WD, 17,500# GVWR (order code 2313-137-001)
- ☐ Cargo Van (order code 2313-160-001)
- ☐ High Roof Cargo Van (order code 2313-167-001)
- ☐ Passenger Van, Mini (order code 2313-182-001)
- ☐ Passenger Van, Regular (order code 2313-185-001)

☐ **Total Award** ☐ **Choices Award**

☐ **The Award is identified/detailed or further identified/detailed in DES/MCC's formal Award Letter to the Apparent Successful Bidder dated _____ and is incorporated by reference.**

APPROVED (DES)

Department of Enterprise Services
1500 Jefferson Building
1500 Jefferson Street SE
Olympia, WA 98501

Washington State Department of Enterprise Services

Signature

Date

Typed or Printed Name, Title

Manager Signature (if applicable)

Date

Manager's Typed or Printed Name, Title

CONTACT INFORMATION

Contact: Breann Aggers
Title: Contracts Specialist
Phone: (360) 407-9416
Fax: (360) 586-2426
Email: Breann.aggers@des.wa.gov

APPROVED (VENDOR/CONTRACTOR)

Bidder's Company Name & Address

Signature

Date

Typed or Printed Name

CONTACT INFORMATION

Contact:
Title:
Phone:
Fax:
Email: