

From: **Di Mikesell** di.mikesell@shorelineschools.org  
Subject: Public Records Request  
Date: October 11, 2019 at 10:42 AM  
To: kael.barnhart2@kone.com

DM

Di Mikesell  
Executive Assistant to Deputy Superintendent  
Shoreline School District  
18560-1st Ave. NE  
Shoreline, WA 98155  
[di.mikesell@shorelineschools.org](mailto:di.mikesell@shorelineschools.org)

ph: 206-393-4366  
fx: 206-393-4204



**Board of Directors**  
Heather Fralick  
Mike Jacobs  
Richard Nicholson  
Richard Potter  
David Wilson  
Rebecca Miner  
*Superintendent*  
*Secretary to the Board*

October 11, 2019

KONE Elevator  
Attn: Kael Barnhart  
8343 154<sup>th</sup> Ave. NE, Suite 100  
Redmond, WA 9805

*Sent via email to kael.barnhart2@kone.com*

Dear Mr. Barnhart,

This is Shoreline School District's final response to your request for public records, received September 27, 2019 requesting a copy of the following information:

- *"...copy of the current Elevator Maintenance Agreement(s)...along with the current monthly price the District is paying..."*

Our Eltec Systems LLC elevator agreement is based on the Washington State contract #00713. The monthly amount the district pays for service on our lifts district-wide is \$1,422.69 (plus tax). The documents found to be responsive to your request are attached electronically to the email which transmits this letter.

Since there were no paper copies provided there is no charge for copies associated with this response to your request. If you have any questions, please call me or my assistant, Di Mikesell, at 206-393-4366.

Sincerely,

A handwritten signature in cursive script that reads "Marla S. Miller".

Marla S. Miller  
Deputy Superintendent

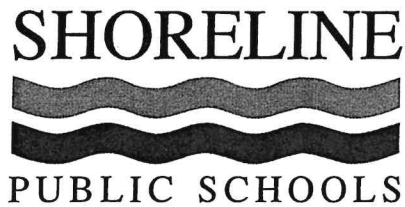
Electronic Attachment: Records found to be responsive to request for public records

Administrative Offices, 18560 1st Ave NE, Shoreline, WA 98155-2148, Office (206) 393-4366, Fax (206) 393-4204

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Elevator  
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October 11, 2019

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Sincerely,

A handwritten signature in cursive script that reads "Marla S. Miller".

Marla S. Miller  
Deputy Superintendent

Electronic Attachment: Records found to be responsive to request for public records

From: **Di Mikesell** [di.mikesell@shorelineschools.org](mailto:di.mikesell@shorelineschools.org) &  
Subject: **Public Records Request**  
Date: **October 1, 2019 at 9:27 AM**  
To: [kael.barnhart2@kone.com](mailto:kael.barnhart2@kone.com)



Di Mikesell  
Executive Assistant to Deputy Superintendent  
Shoreline School District  
18560-1st Ave. NE  
Shoreline, WA 98155  
[di.mikesell@shorelineschools.org](mailto:di.mikesell@shorelineschools.org)

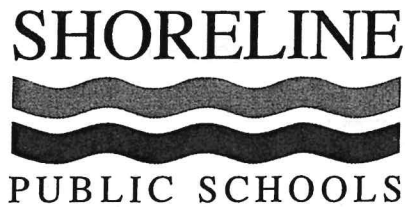
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Heather Fralick  
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October 1, 2019

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Attn: Kael Barnhart  
8343 154<sup>th</sup> Ave. NE, Suite 100  
Redmond, WA 9805

*Sent via email to kael.barnhart2@kone.com*

Dear Mr. Barnhart,

This is Shoreline School District's response to your request for public records, received September 27, 2019 requesting a copy of the following information:

- *"...copy of the current Elevator Maintenance Agreement(s)...along with the current monthly price the District is paying..."*

The District currently estimates the documents found to be responsive to your request will be available to you within 20 business days from the date of this letter. The additional time required to respond to your request is based upon the need to locate and assemble the information requested, to notify third persons or agencies affected by the request, if any, or to determine whether any of the information requested is exempt from disclosure.

A copy of your full request is enclosed with this response. If you have any questions, please call me or my assistant, Di Mikesell, at 206-393-4366.

Sincerely,

A handwritten signature in cursive script that reads "Marla S. Miller".

Marla S. Miller  
Deputy Superintendent

Electronic Attachment: Request for Public Records



Please Email This Form To: [public.records@shorelineschools.org](mailto:public.records@shorelineschools.org)

### PUBLIC RECORDS REQUEST

It is the policy of Shoreline School District to make available for inspection and/or copying all district records falling within the classification of public records as defined by laws, except those which are exempted from such disclosure subject to the procedures, limitations, and qualifications set forth in the laws and/or school district regulations.

**Requester Information (we will honor anonymous request)**

Name*		Company/Organization	
<u>Kael Barnhart</u>		<u>KONE Elevator</u>	
Email*		Address line 1*	
<u>kael.barnhart2@kone.com</u>		<u>8343 154th Ave NE - Suite 100</u>	
City*	State*	Zip code*	Phone*
<u>Redmond</u>	<u>WA</u>	<u>98052</u>	<u>425.923.9470</u>

**Description of the document(s) you are requesting\***

Time period of the information you are seeking:

Start date\* Unknown      End Date\* Unknown

Please provide enough information that we may identify and locate the records you seek. Attach additional page if necessary.

I would like a copy of the current Elevator Maintenance Agreement(s) emailed to me, along with the current monthly price the District is paying. Thank you in advance as it is greatly appreciated.

If the request is for a list of individuals, I certify, by checking this box, that the information will not be used for commercial purposes. The district is not authorized to provide public records consisting of a list of individuals for commercial use (RCW42.56.070(9)).

**Records Delivery Options**

Select one option to receive the records\*:

- Printed copies will be 15 cents per page. Mailing cost will be additional (unless copies are picked-up in person).
- I want the copies to be sent electronically (no cost).
- Review of the records only (no cost except for any pages you wish to have copies made after review). Records may be reviewed on workdays between 8:30 am and 4:00 pm (by appointment only).

\* Required Fields



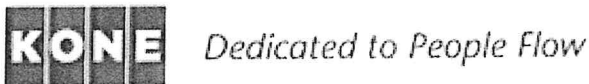
From: **Barnhart Kael** kael.barnhart2@kone.com  
 Subject: Elevator Maintenance  
 Date: September 27, 2019 at 12:11 PM  
 To: public.records@shorelineschools.org

Please see the attached Public Records Request. Thank you!!

Regards,

Kael Barnhart  
 Business Development Manager

KONE ELEVATOR - SEATTLE  
 8343 154<sup>TH</sup> Ave NE, Suite 100  
 Redmond, WA 98052  
 Mobile: 425.305.6314  
[Kael.barnhart2@kone.com](mailto:Kael.barnhart2@kone.com)  
[www.kone.us/seattle](http://www.kone.us/seattle)



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**Requester Information (we will honor anonymous request)**

Name*		Company/Organization	
Kael Barnhart		KONE Elevator	
Email*		Address line 1*	
kael.barnhart2@kone.com		8343 154th Ave NE - Suite 100	
City*	State*	Zip code*	Phone*
Redmond	WA	98052	425.923.9470

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\* Required Fields



Washington State Department of  
**Enterprise Services**  
Contracts and Legal Services

**Contract 00713 – Conveyance Maintenance and Repair**  
**Contract Amendment**

**Date Issued:** 7-25-14  
**Effective Date:** Upon signature of the State  
**Amendment Number:** 1  
**Contractor Name:** Eltec Systems LLC

This contract amendment is issued under the provisions of Contract 00713. The changes authorized are within the scope of the original contract. All rights and obligations of the parties are governed by the terms of the original contract, including any subsequent amendments, which are hereby incorporated by reference.

**Purpose of amendment**

To clarify required intervals for testing, maintenance and documentation.

- Appendix B of Contract 00713, Section 6 (Equipment Cleaning), subsection A, is amended to read: "(Contractor shall): A. Clean equipment at regular intervals, specified by the purchaser in a work agreement, to maintain a professional appearance, preserve the life of the equipment and meet all code requirements."
- Appendix B, Section 14 (General Maintenance Requirements), subsection C, is amended to read: "C. Emergency car lighting: Contractor will test and perform maintenance as required for the emergency car lighting on a quarterly basis. Contractor shall document the test results on a quarterly basis for the purchaser."
- Appendix B, Section 22 (Firefighters' Emergency Service Operation), subsection A, is amended to read: "(Contractor shall be responsible for) A. Conducting quarterly tests as required by ASME A17.1, for Phase I and Phase II installations on Firefighters' Emergency Service Control System."
- Appendix C of Contract 00713, Section 6 (Maintenance Records), subsection A, is amended to read: "(Contractor shall prepare and maintain the following records and schedules, copies of which shall be promptly provided to the purchaser upon request): A. An advance schedule of examiner time for units or groups of units to be regularly serviced. Contractor may meet this requirement by supplying the schedule of service in the maintenance control plan (MCP) for a specific conveyance unit. The MCP must have a specified frequency of service."

**Authorizing Signatures**

**For Contractor:**

**Peter Tellefsen, Eltec Systems LLC.**  
425-864-1952  
[ptellefsen@eltec.cc](mailto:ptellefsen@eltec.cc)

Signature

Date

7/25/14

**For State of Washington:**

**Breann Aggers, DES Master Contracts & Consulting**  
(360) 407-9418  
[breann.aggers@des.wa.gov](mailto:breann.aggers@des.wa.gov)

Signature

Date

8/10/14

**MCC Authorizing Manager:**

Signature

Date

8/11/14



## Invitation for Bid 00713

### Conveyance Maintenance and Repair

---

The Washington State Department of Enterprise Services, Master Contracts and Consulting section (MCC) issues this Invitation for Bid (IFB) under the authority of the Revised Code of Washington (RCW) 39.26. MCC 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.

To request this information in alternative formats, call (360) 902-7400.

Posting date .....June 3, 2013

Question-and-answer period .....June 3 – June 20, 2013

Pre-bid meeting .....June 19, 2013, 9:30 a.m.

Bids are due .....July 10, 2013

Anticipated award date .....July 31, 2013

Procurement coordinator .....Barton Potter  
(360) 407-9431  
[bart.potter@des.wa.gov](mailto:bart.potter@des.wa.gov)

Deliver bids to .....Washington State Department of Enterprise Services (MCC)  
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
- Name and address of bidder's company

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## 1 SUMMARY OF OPPORTUNITY

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### 1.1 PURPOSE OF THE IFB

The purpose of this IFB is to establish regional contracts for maintenance and repair of elevators, escalators, moving walks and other conveyances.

The Department of Enterprise Services, Master Contracts and Consulting unit (MCC), intends to award to multiple conveyance-maintenance vendors to serve two sections of the state, each of which will consist of several regions as defined on the Washington State Department of Transportation map.

MCC is soliciting bids for either one or both of **Section 1**, which includes the Whatcom-Skagit, Snohomish, King, Southwest and Olympic regions; and **Section 2**, which includes the North Central, South Central and Eastern regions.



## 1.2 STATE CONTRACT 01507

Washington State Contract 01507 for Conveyance Maintenance and Repair, which was scheduled to expire on April 30, 2013, has been extended for at least 12 months and as long as the state deems necessary (no less than 12 months and no more than 18 months) to ensure a smooth transition to the successor master contract (00713) created by this solicitation. Contract 01507 and Contract 00713 will run concurrently until the state, at its sole discretion, determines that new contractor(s) awarded in this solicitation are capable of carrying the new contract forward with no breaks in service, at which time 01507 will be terminated.

This period of concurrence between the two contracts is necessary for several reasons:

- It helps ensure the safety of the general public who might be endangered by unrepaired or faulty conveyances arising from breaks in contract service
- It allows customers to bring in-process work to completion
- It helps customers make a smooth transition to new contractor(s).

New contractors awarded through this solicitation can use the transition period to:

- Assess the condition and service history of the inventory of conveyances around the state
- Assemble appropriate parts and equipment
- Prepare for competitive bid processes conducted by customers at the local level

## 1.3 PURCHASERS

Contract 00713 will be for use by all state agencies. The contract is also available for the use of cities and counties, institutions of higher education, other political subdivisions and special districts, and nonprofit corporations.

The contract will also be available for use by the Oregon Cooperative Purchasing Program (ORCPP).

Use of this contract by municipalities, higher education and political subdivisions may significantly increase the purchase volume. Orders for non-State of Washington entities are subject to the same contract terms, conditions and pricing as state agencies. MCC accepts no responsibility for orders or payment by non-state entities or ORCPP members.

ORCPP members: <http://oregon.gov/DAS/EGS/PS/docs/orcpp/orcpp-member-list.pdf>.

## 1.4 CONTRACT TERM

The initial term of the contract will be will be from Aug.1, 2013, to July 30, 2015, or two years after the effective date of the contract (see Authorized Offer and Contract Signature Page), with the option to extend for additional term(s) or portions thereof. Extensions will be exercised at the sole discretion of MCC upon written notice to the contractor. The total contract term, including the initial term and all extensions, will not exceed 10 years unless circumstances require a special extension. MCC reserves the right to extend with (all or some of) the contractor(s).

### 1.5 ESTIMATED USAGE

Purchases over the initial term of the contract could approximate \$10 million statewide. 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. MCC does not represent or guarantee any minimum purchase.

### 1.6 CUSTOMER/CONTRACTOR AGREEMENT

With this contract, the State of Washington will give its users and customers control of selecting contractors and crafting work or service agreements that can be tailored to meet the maintenance needs of specific conveyances in specific locations. It is the state's intention to allow customers greater control in adjusting or amending work agreements with contractor(s) as needed at the local level, without official oversight by the state. Appendix D provides:

Example for a bid price sheet a customer might use to conduct competitive solicitations at the local level between awarded contractors.

- Examples of terms and specifications that might be necessary or desirable to supplement the requirements in Appendices A, B and C in work agreements between customers and contractor(s) at specific sites for specific conveyances.

Contractors awarded through Master Contract 00713 will compete for work through second-tier solicitations conducted at the local level by customer agencies (state agencies, cities, counties, special districts, institutions of higher education, and any other entities that are parties to the Master Contract Usage Agreement). Pricing proposed in response to a second-tier solicitation may not exceed the labor rates established in the invitation for bid for Master Contract 00713 and reflected in Appendix H of Master Contract 00713.

### 1.7 DIRECT BUY

Customer agencies that can document annual spending on conveyance-maintenance services of less than \$10,000 may acquire contract services directly from a contract vendor of their choice without a second-tier competitive process (by authority of **RCW 39.26.125 (3)** on direct-buy purchases; and Enterprise Services policy **DES-125-03**).

Customer agencies will document their direct-buy selection of a vendor on a DES Direct Buy form, to be signed by the agency and the selected vendor and retained in the official DES master contract file. Customer agencies will be responsible for negotiating terms and conditions of work agreements/purchase orders directly with the selected vendor.

## 2 IFB OVERVIEW

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### 2.1 ANNOUNCEMENT AND SPECIAL INFORMATION

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

By responding to this IFB, a bidder acknowledges having read and understood the entire IFB and accepts all information as *written* in the IFB without modification.

**Appendix A, Standard Terms and Conditions**, details general provisions and terms for solicitations issued by MCC. Should a term or provision in the Standard Terms and Conditions conflict with a term elsewhere in the IFB, the IFB will prevail.

**Appendix B** details general requirements for contractor(s) in performance of this contract.

**Appendix C** specifies additional terms and conditions of the contract. **Appendix D** is described in Section 1.6 above. **Appendix E** contains the Bid Price Sheets that must be filled out and submitted with the bid proposal. **Appendix F** is the Bidder Profile that must be filled out and submitted with the bid proposal. **Appendix G** outlines the state's new process for complaints and protests of procurement solicitations and awards.

## 2.2 WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS)

Bidders are solely responsible for:

- Properly registering with Washington's Electronic Business Solution (WEBS) [here](#) and maintaining an accurate vendor profile in WEBS.
- Downloading the IFB packet consisting of the IFB, all appendices, and incorporated documents related to the IFB for which you are interested in bidding.
- Downloading all current and subsequent amendments to the IFB to ensure receipt of all IFB documents.

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

## 2.3 IFB AMENDMENTS

Prior to the bid due date and time, MCC reserves the right to change portions of this IFB. All changes will be issued in writing by MCC 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 communications will be considered unofficial and non-binding on MCC. Bidders should rely only on written Amendments issued by the Procurement Coordinator.

Bidders are responsible for communicating inquiries concerning the IFB to the Procurement Coordinator as soon as possible.

If a question-and-answer period has been established for this IFB, it will be detailed on the cover page of the IFB. Questions and descriptions of concerns or issues must be submitted in writing to the Procurement Coordinator during the question-and-answer period. Inquiries submitted after the question-and-answer period may or may not be considered by MCC.

Additionally, if a bidder does not notify MCC of an issue, exception, addition, or omission during the question-and-answer period, MCC may consider the matter waived by the bidder for protest purposes.

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

## **2.5 BIDDER RESPONSIVENESS**

Bidders are to respond to each question/requirement contained in this IFB. Failure to comply with any applicable item may result in disqualification for non-responsiveness.

MCC 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 performance of the services being procured, and the correction or waiver of which would not affect the relative standing of bidders or be otherwise prejudicial. WAC 200-300-015(18).

## **2.6 PRICING**

Bid prices for this master solicitation must include all cost components needed for the delivery of the service levels as described in this IFB. Failure to include all costs per the instructions in this IFB is sufficient grounds for disqualification.

Bid prices for this master solicitation (Tier 1) should be placed as requested in Appendix E Price Sheet for the sections and/or regions as described in Appendix E.

Bidding on price and service levels for maintenance of conveyance units advertised for bid by state and local agencies (Tier 2) is described in Section 1.2 and Section 1.6 of the master IFB document and in Appendix D. Appendix D also includes a sample price sheet typical of what a state or local agency might use to solicit bid pricing from contract vendors.

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

## **2.7 CONTRACT MANAGEMENT FEE**

The contract resulting from this IFB will be subject to a contract management fee to be paid by the awarded vendor. The fee will be 0.74 percent on all purchases made under authority of the contract. Purchases made under authority of the contract are defined as total invoice price less sales tax. No taxes will be assessed against this management fee.

The management fee is assumed to be included in bid pricing and not as a separate line item to purchasers. The awarded contractor(s) will collect and distribute the fee to MCC.

## **2.8 NON-ENDORSEMENT AND PUBLICITY**

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

## **2.9 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.

## **2.10 NO BEST AND FINAL OFFER**

MCC 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.

### 2.11 ECONOMIC AND ENVIRONMENTAL GOALS

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

- Support for a diverse supplier pool, including small, minority and women-owned business enterprises. Voluntary numerical goals of 3 percent MBE and 3 percent WBE 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 Enterprises for information on certified firms or to become certified.
- Use of environmentally preferable materials and products, with consideration of post-consumer waste and recycled content.
- Products made or grown in Washington.

## 3 PREPARATION OF BIDS

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### 3.1 PRE-BID MEETING

MCC will host a pre-bid meeting in Olympia to address IFB requirements. 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 allow for vendors to raise questions, issues or concerns. If clarifications, new specifications or other changes to the IFB are required as a result of the meeting, the Procurement Coordinator will post an amendment to WEBS.

Disabled, blind or hearing-impaired persons who wish to attend the pre-bid meeting may contact Procurement Coordinator Barton Potter (360-407-9431, [bart.potter@des.wa.gov](mailto:bart.potter@des.wa.gov)), to arrange for accommodation and assistance.

The pre-bid meeting is scheduled for **9:30 a.m. on June 19, 2013**, at the headquarters building for the Department of Enterprise Services.

Address:

1500 Jefferson Building, Room TR3660 (subject to change)  
1500 Jefferson St. S.E., Olympia WA 98501

Directions to 1500 Jefferson Building

### 3.2 QUESTION-AND-ANSWER PERIOD

The time period for bidder questions about this IFB, listed on the cover page, is intended as a guideline for bidders and should not be read as a prohibition against raising questions outside the time period. Bidder questions about the IFB and its requirements raised before, during and after the pre-bid meeting and prior to the bid due date may be answered directly by phone, email or other means, if informal or administrative in nature, OR in a Q-and-A document published in WEBS as an amendment to the solicitation. MCC's published answers to bidder questions shall be considered as binding contract language unless specifically superseded in amendments later in time.

Protests of the solicitation or its award will not be considered by MCC if based on issues or subjects that could have been raised in the question-and-answer period, at the pre-bid meeting, or at any time before bids were submitted (see Appendix G, Complaint, Debrief and Protest Procedures, for more complete information).

### 3.3 BID SUBMITTALS (CHECKLIST)

The following checklist identifies the submittals which will comprise a bid. Any bid received without a required submittal 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 (REQUIRED):** Complete, print, sign and return the Authorized Offer and Contract Signature Page as instructed.
- Price Sheet (REQUIRED):** Complete, print, and return a copy of the Price Sheet (Appendix E) as instructed. Failure to address each line item as instructed may result in a bid being rejected for lack of responsiveness.
- Bidder Profile and References (Appendix F):** Complete and return a copy of the Bidder Profile Appendix as instructed.
- Bid Amendments (IF REQUIRED):** If bid amendment is required, complete, print, sign and include with bid response. Some amendments may be for information only and will not be required to be signed or returned with the bid package.

### 3.4 FORMAT

Hard copy 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.

### 3.5 ELECTRONIC COPIES

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

### 3.6 DUE DATE AND TIME

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

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 preserve the integrity of the bid's receipt.



### 3.7 BID OPENING

After the bid due date and time, the Bid Clerk will open and process sealed bids to protect the confidentiality of the contents. The names of the bidders will be recorded and made available upon request. Bid contents will be available for public view, upon request, after the state's announcement of Apparent Successful Bidder (RCW 39.26.030).

## 4 EVALUATION AND AWARD

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### 4.1 GENERAL PROVISIONS

Contract award will be based on the evaluation and award criteria established herein and will be subject to consideration of all factors identified in RCW 39.26 and other criteria identified in the IFB.

Bidders whose bids are determined to be non-responsive will be rejected and will be notified of the reasons for such rejection.

To aid in the evaluation process, after the bid due date and time, MCC may require individual bidders to appear at a date, time and place determined by MCC to discuss whether both parties have a full and complete understanding of contract requirements. Such a meeting shall not be construed as negotiations or an indication of MCC's intention to award.

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 bidder stipulates all or nothing in its bid; (4) Cancel an IFB and re-solicit bids; (5) Negotiate with the lowest responsive and responsible bidder to determine if that bid can be improved for the purchaser; (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.

**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; they are not applied for purchasing purposes.

### 4.2 DETERMINATION OF RESPONSIVENESS

Bids will be reviewed first on a pass/fail basis to determine compliance with the administrative requirements of the IFB.

MCC 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, MCC 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, MCC 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 any such request(s) may result in a bid being rejected as non-responsive.

#### **4.4 REFERENCES**

MCC reserves the right to use references to evaluate satisfactory performance, satisfaction with service, knowledge of service/industry, and timeliness. References will represent 40 percent of the total evaluation score. Any negative or unsatisfactory reference, as determined by MCC, may be investigated and documented. Such references may be grounds for determination as "not responsible" and can be used by MCC to disqualify the bidder from further consideration.

Bidders are required to provide five references for each section on which they bid. If a bidder chooses to bid both Section 1 and Section 2, there can be references in common between the sections.

If a bidder bids in both sections, but only has references for one, such bidder must furnish a statement of no longer than one page that describes its capacity for serving the other section. This statement shall be included with references in the bidder's submittal. Unsatisfactory responses, as determined by MCC, can be considered non-responsive and the bidder disqualified for that section.

Bidder(s) who score the highest in reference evaluations for each of Section 1 and Section 2 will be awarded the maximum points for references.

#### **4.5 PRICING**

Bidders may propose prices for Section 1, Section 2 or both, and individual regions within a section if the bid price is different from other regions in the section. On the Price Sheet (Appendix E), bidders must propose rates on the "Time and material billing rate schedule" and propose a percentage markup on parts.

#### **4.6 PRICING EVALUATION**

The bidder(s) who has/have the lowest overall prices will receive the maximum points for pricing, which will be scored at 60 percent of the total evaluation.

#### **4.7 SELECTION OF APPARENT SUCCESSFUL BIDDER**

The responsive and responsible bidder(s) in each of Section 1 and Section 2, or in any single region at the discretion of the state, who meet(s) all of the IFB requirements and compiles the highest number of points for pricing (60 percent) and references (40 percent) will be considered for selection as an Apparent Successful Bidder

The state intends to award up to three bidders in Section 1, two in Section 2; and reserves the right to consider competitive regional awards in any combination. The state's objective is to have at least two providers available to any facility in the state.

Prior to the award, MCC 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 MCC will issue an award to your firm. It merely suggests that at that moment in time, MCC believes your bid to be responsive. This designation allows MCC to perform a responsibility analysis and ask for additional documentation. MCC may also re-evaluate and determine whether the bid is truly as responsive as initially believed. The bidder must not construe this as an award, impending award, attempt to negotiate,

etc. Any bidder that acts or doesn't act in reliance on this designation does so at its own risk and expense.

#### **4.8 INTENT TO AWARD**

MCC will notify all bidders of its intent to award to the Apparent Successful Bidder(s) through an Intent to Award notification, usually communicated by a means outside of the WEBS system.

MCC may proceed with award no sooner than three business days following the intent to award notification.

#### **4.9 AWARD**

An award, in part or full, is made by MCC signature on the signature page (Authorized Offer and Contract Signature Page). MCC may include an Award Letter which further defines the award and is included by reference in the contract.

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

#### **4.10 BID INFORMATION AVAILABILITY AFTER AWARD**

After the contract has been awarded, information about results of the IFB may be obtained by accessing [www.des.wa.gov](http://www.des.wa.gov) and/or contacting the Procurement Coordinator. Bidders may also schedule an appointment to review the bidding process.

New MCC procedures for complaints and/or protests are detailed in Appendix I.

## **5 CONTRACT INFORMATION**

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### **5.1 THE CONTRACT**

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

A bid becomes a contract only when awarded and accepted in writing by MCC (when the Authorized Offer & Contract Signature Page is countersigned by MCC).

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
- e. Award letter

### **5.2 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 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.

### **5.3 PARTIES**

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

### **5.4 AUTHORITY TO BIND**

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

### **5.5 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.

### **5.6 CHANGES**

MCC reserves the right to modify the resulting contract (including but not limited to adding or deleting products) by mutual agreement between MCC and the contractor(s). 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 MCC. However, changes to point of contact information may be updated without the issuance of a contract amendment.

### **5.7 PRICE ADJUSTMENTS**

#### **5.7.1 "Firm and fixed" period**

Master contract pricing will remain firm and fixed for at least 365 days after the effective date of the contract.

#### **5.7.2 Price protection**

The contract prices reflected in Appendix H of Master Contract 00713 reflect the maximum labor rates contract vendors may bid in second-tier solicitations by customer agencies and subsequently charge on invoices if awarded work through second-tier solicitations.

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

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

**5.7.3 Price increases**

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

Consideration of price increases shall be at the sole discretion of the Contract Administrator. If a price increase is approved, in part or in full, the resulting new contract pricing will be implemented through a contract amendment and will remain unchanged for at least 365 calendar days thereafter.

NOTE: Price increases (if any) will only be implemented after expiration of the specified firm and fixed price period.

**5.7.4 Contract extensions and price adjustments**








Contractors may not make contract extensions contingent on price adjustments.

**5.8 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.

## APPENDICES

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

Appendix A: Standard Terms and Conditions .....	 Appendix A - Standard Terms and (
Appendix B: General Requirements .....	 Appendix B.doc
Appendix C: Special Terms and Conditions .....	 Appendix C.doc
Appendix D: Customer/Contractor Agreement (information only) .....	 Appendix D.doc
Appendix E: Bid Price Sheet .....	 Appendix E Price Sheet.doc
Appendix F: Bidder Profile and References .....	 Appendix F Bidder Profile and Reference
Appendix G: Complaint, Debrief and Protest Procedures .....	 Appendix G - Complaint, Debrief &

## CERTIFICATIONS and ASSURANCES

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

1. We have read, understand, and agree to abide by all information contained in the IFB, all appendices, and incorporated documents.
2. The prices in this bid have been arrived at independently, without engaging in collusion, bid rigging, or any other illegal activity, and without for the purpose of restricting competition any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered. The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before contract award unless otherwise required by law. No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit an offer for the purpose of restricting competition. However, we may freely join with other persons or organizations for the purpose of presenting a bid.
3. The attached bid is a firm offer for a period of 120 days following the bid due date specified in the IFB, and it may be accepted by MCC 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 bid will remain valid for 120 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, as originally written or officially amended, 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 amendments 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 and 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, as written herein and published in WEBS, including the Certifications and Assurances. The Authorized Signatory also agrees to fulfill the offer (for Section 1, Section 2, or both) made in this bid and any subsequently awarded contract.

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

This contract is effective as of May 1, 2013, or date of last signature, whichever is later.

<b>APPROVED (MCC)</b>	
Department of Enterprise Services Master Contracts and Consulting 1500 Jefferson Building 1500 Jefferson Street SE Olympia, WA 98501	
Washington State Department of Enterprise Services	
Signature	Date
Bart Potter, Procurement Coordinator	
Typed or Printed Name, Title	
Manager Signature (if applicable)	Date
Dale Colbert, Unit Manager	
Manager's Typed or Printed Name, Title	
<b>Contact Information</b>	
Contact:	Bart Potter
Title:	Procurement Coordinator
Phone:	(360) 407-9431
Fax:	360-586-2426
Email:	bart.potter@des.wa.gov

<b>APPROVED (CONTRACTOR)</b>	
Bidder's Company Name & Address	
Signature	Date
Typed or Printed Name, Title	
<b>Contact Information</b>	
Contact:	_____
Title:	_____
Phone:	_____
Fax:	_____
Email:	_____