

Competitive Procurement Standards

I. STANDARD DEFINITIONS REVISED 06/02/03

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11. MANDATORY CONTRACT

A contract which state agencies, excluding colleges and universities, must use for the purchase of goods or services specified in the contract; colleges and universities who choose to purchase under RCW 28B.10.029 are not required to use this contract. They may use this contract at their convenience. State agencies do not have to use the contract if: purchases are made under RCW 43.19.190(2).RCW 43.19.190(2). OSP has authorized agencies to purchase goods or services on state contract from non-contract suppliers, Per Section 3, Paragraph 39. The minimum order quantity specified in the contract liver required goods or services in time to meet agency needs.

12. NONPROFIT CORPORATIONS

An organization meeting all of the following qualifications:Registration with the Secretary of State in the State of Washington as a Nonprofit Corporation; Has Federal Tax Status as a 501(C) 3 Nonprofit Corporation; Is receiving a portion of its funding directly from public agencies, either Federal, State of Washington, or Political Subdivisions of the State of Washington.

13. POLITICAL SUBDIVISION

Any unit of local government within the states of Washington and/or Oregon that receives state funds; e.g. cities, counties, school districts, special purpose districts, local service districts, is a member of the -op, and is authorized to purchase from state contracts by inter local agreements.

of higher education (e.g. Colleges and Universities, Community and Technical Colleges)

14. PURCHASER

Grays Harbor College

15. RECOVERED MATERIAL CONTENT PRODUCTS

Post Consumer Waste is: Paper, paperboard, and fibrous wastes from buildings such as retail stores, office buildings, (and) homes, after the wastes have passed through their end-usage, as a consumer item, including: used corrugated boxes, old newspapers, old magazines, mixed waste paper, tabulating cards, and used cordage; and All paper, paperboard, and fibrous wastes that enter and are collected from municipal solid waste; and; All other items containing plastics, yard waste, metals, glass, rubber, oil, or any other material that is suitable as feed stock in product manufacture, and;

Secondary Waste: including manufacturing and other wastes such as: dry paper and paperboard waste generated after completion of the paper-making process, that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls or rough sheets including: envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others; wastes generated by the conversion of goods made from fibrous material, that is, waste rope from cordage manufacture, textile mill waste, and cuttings; and fibers recovered from wastewater that otherwise would enter the waste stream.

16. STATE AGENCY

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17. STATE PROCUREMENT OFFICER (SPO)

An individual designated by the State of Washington, Department of General Administration, Office of State Procurement to act on behalf of the state to develop and administer contracts within the limits established by law.

18. SUPPLIER

A business that provides or furnishes goods, materials, or services.

19. SUBCONTRACTOR

A person or business who is providing or performing an essential aspect of the contract under the direction of the contractor.

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II. STANDARD TERMS AND C

) REVISED 07/31/06

The terms and conditions in this section apply to all invitations to bid and requests for proposals and requests for quotations except as noted.

1. ENTIRE AGREEMENT

This document, including all amendment and subsequently issued change notices, comprises the entire agreement between Grays Harbor College (a State of Washington Institute of Higher Education) and the Contractor and shall be governed by the laws of the State Of Washington incorporated herein by reference. The venue for legal action shall be the Superior Court for the State Of Washington, County

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Unauthorized: In no case shall Contractor initiate performance prior to receipt of written or verbal authorization from authorized purchasers. Expenses incurred otherwise shall be borne solely by the Contractor.

19. INSPECTION AND REJECTION

The Purchaser's inspection of all materials and equipment upon delivery is for the sole purpose of identification. Such inspection shall not be construed as final acceptance, or as acceptance of the materials or equipment, if materials or equipment does not conform to contractual requirements. If there are any apparent defects in the materials or equipment at the time of delivery, the Purchaser will promptly notify the Contractor thereof. Without limiting any other rights, the Purchaser and/or the state at its option, may require the Contractor to: Repair or replace, at Contractor's expense, any or all of the damaged goods, or Refund the price of any or all of the damaged goods, or Accept the return of any or all of the damaged goods.

20. TITLE AND RISK OF LOSS

Regardless of FOB point, Contractor agrees to bear all risks of loss, injury, or destruction of goods and materials ordered herein which occur prior to delivery and acceptance. Such loss, injury, or destruction shall not release Contractor from any obligation hereunder.

21. PERFORMANCE

Acceptance by the purchaser of unsatisfactory performance with or without objection or reservation shall not waive the right to claim damage for breach, or terminate the contract, nor constitute a waiver of requirements for satisfactory performance of any obligation remaining to be performed by Contractor.

22. IDENTIFICATION

All invoices, packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written documents affecting this contract shall be identified by the applicable purchase order or field order number. Packing lists shall be enclosed with each shipment, indicating the contents therein.

23. CHARGES FOR HANDLING

No charges will be allowed for handling that includes but is not limited to packing, wrapping, bags, containers, or reels, unless otherwise stated herein.

24. INVOICING

Contractor shall provide an original and two (2) copies of invoices. Each invoice shall be submitted as required by the contract and shall reference the contract and field order or purchase order number. Invoices shall be properly annotated with applicable prompt payment discount(s).

25. PAYMENT

Payment will be made by the state agency or political subdivision indicated on ordering document. Any bid that requires payment in less than thirty (30) calendar days need not be considered. Qualifying prompt payment discount will be considered in determining the apparent lowest responsible and responsive bid. Invoices will not be processed for payment nor will the period of cash discount commence until receipt of a properly completed invoice and until all invoiced items are received and satisfactory performance of Contractor has been attained. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized. Under "Chapter 39.76 RCW," if purchaser fails to make timely payment(s), Contractor may invoice for 1% per month on the amount overdue or a minimum of \$1.00. Payment will not be considered late if a check or warrant is mailed within the time specified. If no terms are specified, net 30 days will automatically apply.

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Payment(s) made in accordance with contract terms shall fully compensate the Contractor for all risk, loss, damages or expense of whatever nature and acceptance of payment shall constitute a waiver of all claims submitted by Contractor. Payment for materials or equipment received or for services rendered shall be made by warrant issued from Grays Harbor College and redeemable in U.S. dollars. Unless

fees or similar costs associated with currency exchange procedures shall be fully assumed by the contractor. Payment term discounts effective for less than a 30-day period unless otherwise identified in bid/quote, will not be considered in the award of this bid.

Bidders are encouraged to offer a discount for prompt payment of invoice, which will be utilized in

entitlement must be 30 calendar days or greater. If bidder indicates no discount, the state will evaluate as net 30 days. Please indicate your discount proposal on the offer page of this document. If awarded by the state, period of entitlement begins only after: receipt of a properly completed invoice receipt of all supplies, equipment or services ordered satisfactory completion of all contractual requirements.

26. QUALITY STANDARDS

Product or service specifications herein are intended solely to clearly describe type and quality and not to be restrictive. Trade reference specifications describe the type product thus far found to best meet agency functional requirements and provide the most economical use life under agency use situations. So as not to misrepresent the requirements herein, brands other than those specified will therefore be considered on the basis of whether at least equal in quality/performance. Failure to submit with bid complete documentation sufficient to establish products bid as at least equal may be grounds for rejection. By submitting bid, bidder expressly warrants product bid as at least equal in quality and performance. The state's acceptance of a product bid as an "equal" is conditioned on the state's inspection and testing after receipt. If, in the sole judgment of the state, the item is determined not to be an equal, the bid may be rejected or the product returned at bidder's expense and/or the contract canceled without any liability whatsoever to the state. Any bid containing a brand that is not of equal quality, performance or use specified must be represented as an "alternate" and not as an "equal"; failure to do so shall be sufficient reason to consider the bid non-responsive.

27. DETERMINATION OF RESPONSIBILITY

During bid evaluation, the state reserves the right to make reasonable inquiry to determine the responsibility of any bidder. Requests may include, but not be limited to, financial statements, credit ratings, references, record of past performance, on-site inspection of bidder's, or bidder's subcontractor's facilities. Failure to respond to said request(s) will be sufficient reason to consider the bid non-responsive. During the contract term, should the contractor be determined to be in violation of federal, state, or local laws or regulations, the state reserves the right to modify its initial determination of responsibility at the time of award and to take other action as determined appropriate, including but not limited to termination of the contract.

28. AWARD FACTORS

Criteria:

the preferences provided by law. Award criteria shall include all factors identified in RCW 43.19.1911 and the contractual requirements provided herein. No MWBE preference will be included in the evaluation of bids/proposals, no minimum level of MWBE participation shall be required as a condition for receiving an award and bids/proposals will not be rejected or considered non-responsive on that basis. Rights Reserved subject to the provisions of RCW 43.19.1911, the state reserves the right to: Waive any informality, reject any or all bids, or portions thereof.

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Termination by Mutual Agreement: The state or the Contractor may terminate this contract in whole or in part, at any time, by mutual agreement with thirty (30) calendar days written notice from one party to the other.

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36. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

In accordance with the legislative findings and policies set forth in Chapter 39.19 RCW, the State of Washington encourages participation in all its contracts by MWBE firms certified by the Office of Minority and Women

response to this solicitation/invitation or as a subcontractor to a Bidder/Proposer. However, unless required by federal statutes, regulations, grants, or contract terms referenced in the contract documents, no preference will be included in the evaluation of bids/proposals, no minimum level of MWBE participation shall be required as condition for receiving an award, and bids/proposals will not be rejected or considered non-responsive on that basis.

Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply. Bidders may contact OMWBE to obtain information on certified firms for potential subcontracting arrangements.

37. ESTABLISHED BUSINESS

To be considered responsive, contractor must, prior to commencing performance, or prior to that time if required by law or regulation (reference WAC Chapter 18.27), be an established business firm with all required licenses, bonding, facilities, equipment and trained personnel necessary to perform the work as specified in the bid solicitation. All bidders must have Federal Tax Identifier Number as required by IRS regulations and Uniform Business Identifier Number required by Department of Revenue (800) 647-7706. Questions regarding specific licenses should be directed to Department of Licensing at (360) 664-1400. The state reserves the right to require proof of said requirements including business references within ten (10) calendar days from the date of request.

38. LOWEST COST PURCHASE AUTHORITY (THIS PARAGRAPH APPLIES ONLY TO MANDATORY USE TERM CONTRACTS)

This contract is subject to RCW 43.19.190(2) & RCW 43.19.1905(7): which authorizes state agencies to

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40. OSHA AND WISHA REQUIREMENTS

OSHA and WISHA requirements: Supplier agrees to comply with conditions of the Federal Occupational Safety and Health Act of 1970 (OSHA) and, if manufactured or stored in the State of Washington, the Washington Industrial Safety and Health Act of 1973 (WISHA) Chapter 19.28 RCW and WAC 296-24 and the standards and regulations issued there under and certifies that all items furnished and purchased under this order will conform to and comply with said standards and regulations. Supplier further agrees to indemnify and hold harmless purchaser from all damages

under, and for the failure of the items furnished under this order to so comply.

41. TRAINING

You may be required to call on the end-users to acquaint them with your product or service, provide necessary training, or discuss the compatibility of your equipment with existing equipment.

42. DEFAULT CHARGES

Default charge is defined as the cost to procure locally, or on the open market, the replacement of any rejected or undelivered contract item. Supplier is responsible for any price increase over bid price.

43. INSURANCE

General Requirements: Contractor shall, at their own expense, obtain and keep in force insurance as follows until completion of the contract. Within fifteen (15) calendar days of receipt of notice of award, the Contractor shall furnish evidence in the form of a Certificate of Insurance satisfactory to the state that insurance, in the following kinds and minimum amounts has been secured. Failure to provide proof of insurance, as required, will result in contract cancellation. Contractor shall include all subcontractors as insureds under all required insurance policies, or shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of subcontractor(s) to comply with insurance requirements does not s liability or responsibility. All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by State.

Specific Requirements:

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The limits of liability insurance shall not be less than as follows:

General Aggregate Limits (other than products-completed operations)	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury Aggregate	\$1,000,000
Each Occurrence (applies to all of the above)	\$1,000,000
Fire Damage Limit (per occurrence)	\$ 50,000
Medical Expense Limit (any one person)	\$ 5,000

Business Auto Policy (BAP): In the event that services delivered pursuant to this contract involve the use of vehicles, or the transportation of clients, automobile liability insurance shall be required. The coverage provided shall protect against claims for bodily injury, including illness, disease and death; and property damage caused by an occurrence arising out of or in consequence of the performance of this service by the Contractor, subcontractor, or anyone employed by either. Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a combined single limit not less than \$1,000,000 per occurrence. The business auto liability shall include Hired and Non-Owned coverage. Contractor waives all rights against the State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

Additional Provisions: Above insurance policies shall include the following provisions:

Additional Insured: The State of Washington and all authorized contract users shall be named as an additional insured on all general liability, umbrella, excess, and property insurance policies. All policies shall be primary over any other valid and collectable insurance.

Notice of policy(ies) cancellation/non-renewal: For insurers subject to RCW 48.18 (Admitted and regulated by the Washington State Insurance Commissioner) a written notice shall be given to the State forty-five (45) calendar days prior to cancellation or any material change to the policy(ies) as it relates to this contract. For insurers subject to RCW 48.15 (Surplus Lines) a written notice shall be given to the ysp)((A)S