Washington State
DEPARTMENT OF
ENTERPRISE SERVICES

BIDDER CONTRACTING GUIDE
FOR
ENTERPRISE PROCUREMENT SOLUTION CONTRACTS
FOR
GOODS AND SERVICES

Dated September 11, 2026

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INTRODUCTION

This *Bidder Contracting Guide for Enterprise Procurement Solution Contracts for Goods/Services* ("*Contracting Guide*") provides useful information regarding enterprise procurement solution contracts for goods/services that are competitively solicited and/or established by the Washington State Department of Enterprise Services ("Enterprise Services") for use by Washington state agencies and other specified purchasers (collectively, "Eligible Purchasers"). These contracts, known as enterprise procurement solution contracts are unique and differ in significant ways from Washington state agency contracts for goods/services.

Bidders who are interested in bidding on competitive solicitations for enterprise procurement solution contracts for goods/services must review the information included in this *Contracting Guide.* Bidders who have questions and/or concerns regarding the information in this document may raise such questions and/or concerns during the Pre-Bid Conference and the Question & Answer Period for the applicable Competitive Solicitation.

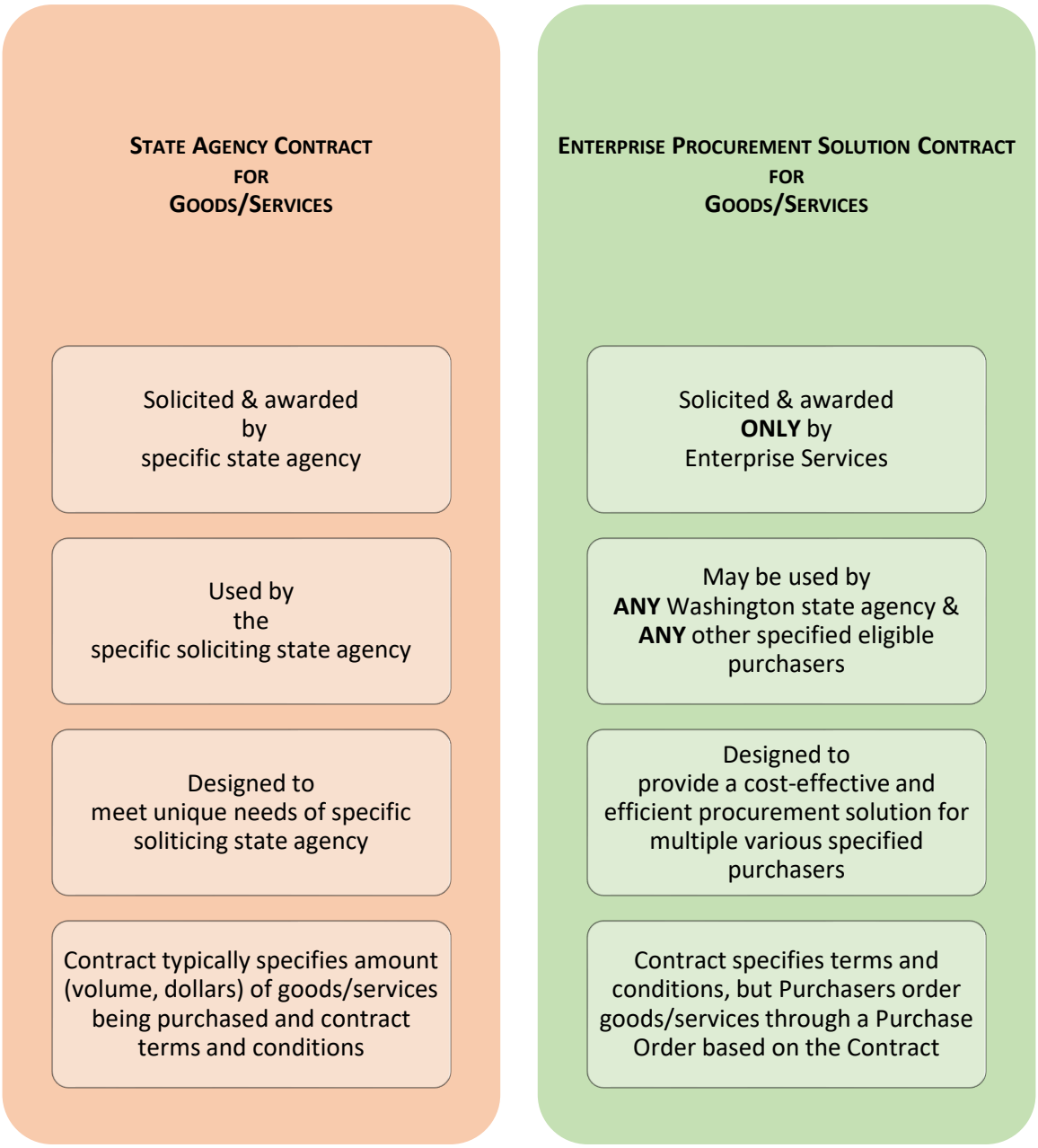
This document is organized into five sections, as follows:

- Section 1: Enterprise Procurement Solution Contracts;
- Section 2: Competitive Solicitations: Bidder Complaints, Debrief Conferences, & Protest Requirements;
- Section 3: Contracting With the State of Washington for Goods/Services Contracts;
- Section 4: Required Contract Provisions, Contract Provisions that Are Highly Unlikely To Be Included, and Certain Economic Provisions that Bidders May Request Modification; and
- Section 5: Good/Services Contracting Opportunities for Small & Diverse Businesses; and

In addition, this document also includes a helpful glossary of terms. *See* ***Appendix A – Terminology Pertaining to Competitive Solicitations for Enterprise Procurement Solutions for Good/Services***.

§ 1 – ENTERPRISE PROCUREMENT SOLUTION CONTRACTS

Competitive solicitations and resulting enterprise procurement solution contracts are unique and differ in significant ways from Washington state agency contracts for goods/services. The following graphic depicts certain important differences:



Enterprise Services has statewide responsibility to develop specified enterprise procurement solutions (e.g., contracts and cooperative purchasing agreements) for goods and services. *See* RCW 39.26.080(3) and RCW 39.26.060. Such enterprise procurement solutions, including contracts resulting from competitive solicitations for enterprise procurement solutions, are competitively solicited and established by Enterprise Services, on behalf of the State of Washington, for use by Washington state agencies and other statutorily specified eligible purchasers (collectively, "Purchasers" or "Eligible Purchasers") (*see* below). *See* RCW 39.26.060.

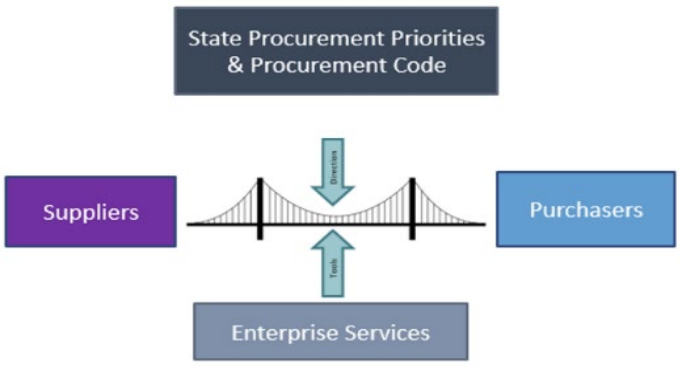
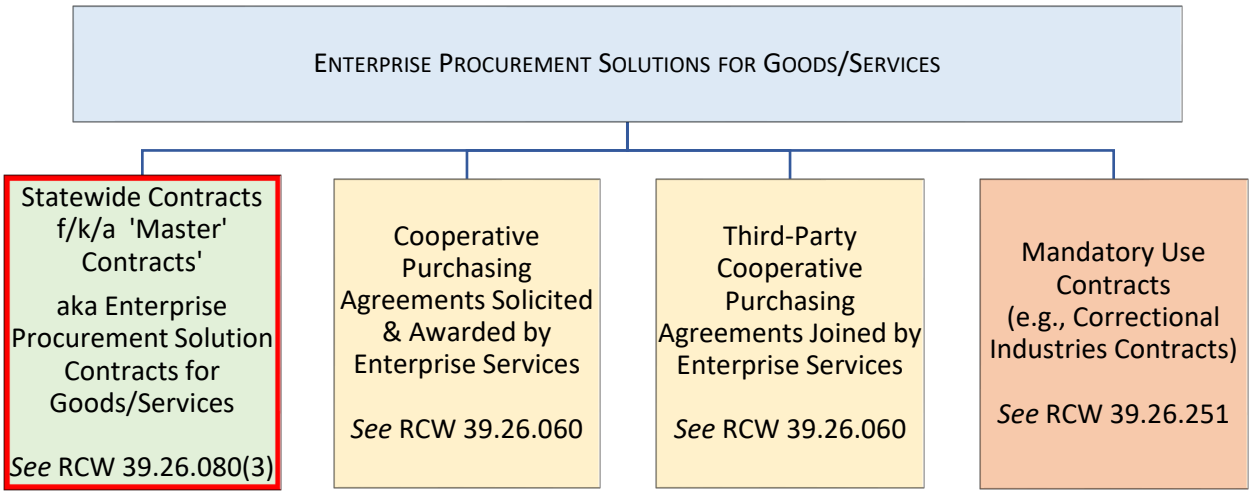


Figure 1 - Procurement Bridge

As depicted in the graphic below, the Washington State Legislature has authorized Enterprise Services, on behalf of the State of Washington, to develop and/or participate in various types of enterprise procurement solutions for goods and services:



This *Contracting Guide* provides guidance for the category identified on the left-hand side in the above graphic – i.e., Statewide Contracts for Goods/Services.

The Washington State Legislature, in authorizing Enterprise Services, on behalf of the state, to develop and/or participate in enterprise procurement solution contracts, made a public policy decision informed by several strategic considerations, including:

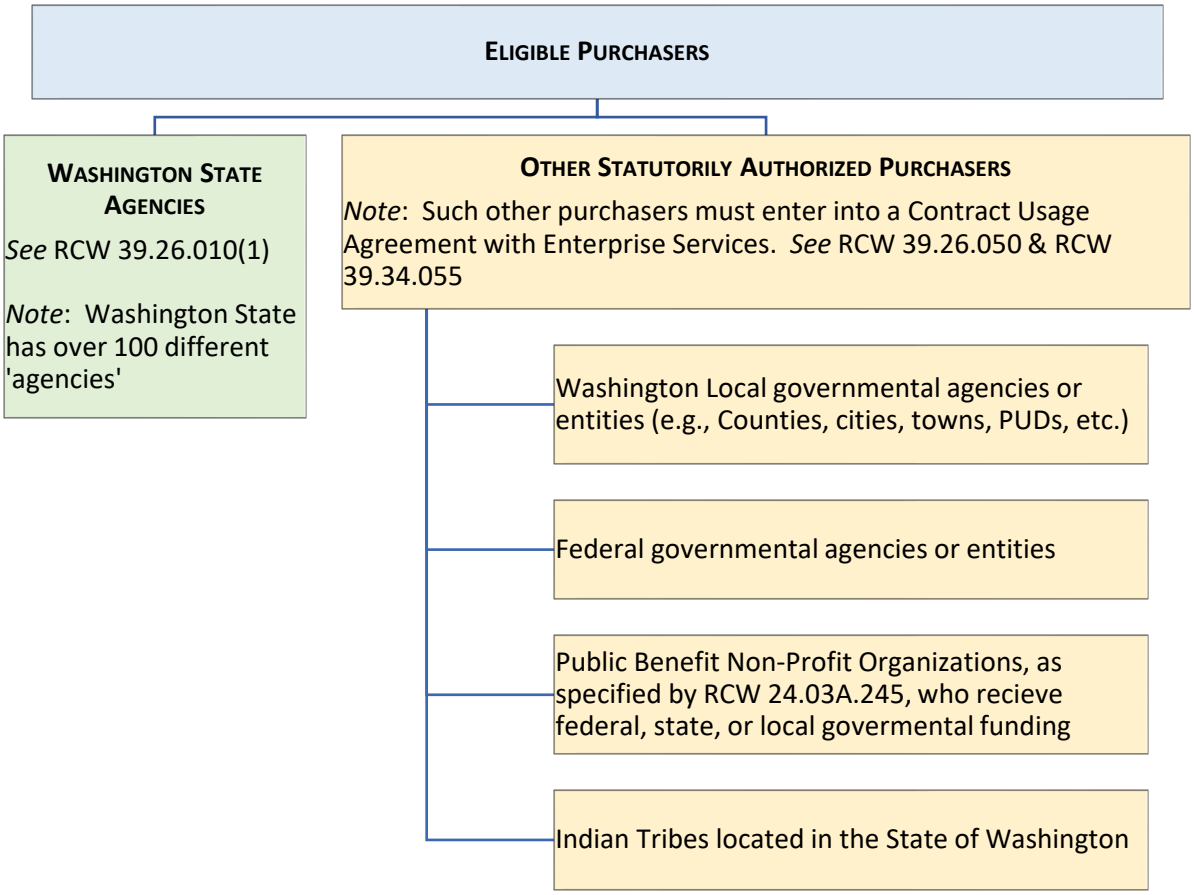
- Creating and authorizing Enterprise Services as a single central procurement organization for the State of Washington would better enable Washington to achieve and utilize cost-effective and efficient procurement solutions;

- Such enterprise procurement solutions, by creating an opportunity to aggregate state agency and other eligible Purchaser spending, could decrease administrative and transactional costs for Purchasers, awarded Contractors, and Washingtonians; and
- Such enterprise procurement solutions may enable Purchasers and innovative vendors to implement state procurement priorities.

ELIGIBLE PURCHASERS

The Washington State Legislature specifies the type of entities who may use (and in the case of mandatory contracts, who must use) enterprise procurement solution contracts for goods and services. *See, e.g.*, RCW 39.26.060 and RCW 39.26.251.

Enterprise procurement solution contracts solicited and awarded by Enterprise Services are available to two groups of purchasers, collectively referred to as Eligible Purchasers:



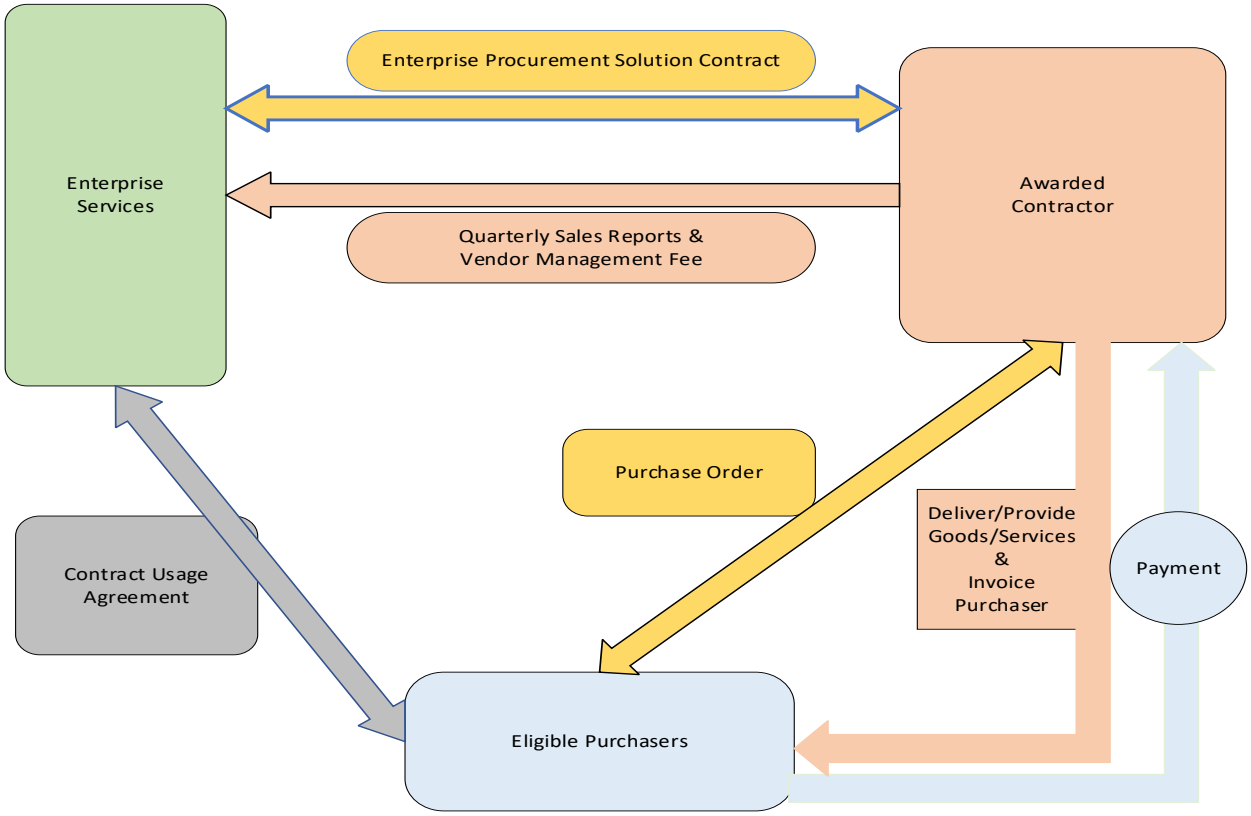
Note: The competitive solicitation and resulting enterprise procurement solution contract will specify the scope of Eligible Purchasers. In the event the enterprise procurement solution is a cooperative purchasing agreement, the scope of eligible purchasers may be broader and include other specified states and their local governmental entities. *See* RCW 39.26.060.

Typically, Eligible Purchasers use enterprise procurement solution contracts through a purchase order, work order, or similar document as specified in the enterprise procurement solution contract resulting from the competitive solicitation. Such Contracts are designed to function as a 'procurement bridge' between suppliers who have bid and won a Competitive Solicitation to supply/provide Goods/Services and Eligible Purchasers who wish to purchase such Goods/Services pursuant to pre-determined, clear, consistent, easy to use, value-added Contracts. In short, such Contracts establish:

- Precisely what Goods/Services may be purchased (i.e., the included Goods/Services);
- The relevant performance requirements for such Goods/Services as well as the awarded Contractor's contractual performance;
- The applicable price for the included Goods/Services; and
- Relevant terms and conditions for the performance of the Contract.

Purchaser-specific Purchase Orders will specify, for example, the particular volume of Goods/Services, the specific Purchaser's delivery location, etc. This approach is designed, in part, to create contracting efficiencies for awarded Contractors, Eligible Purchasers, and Washingtonians.

Operationally, this procurement approach is depicted as follows:



§ 2 – Competitive Solicitations: Bidder Complaints, Debrief Conferences, & Protest Requirements

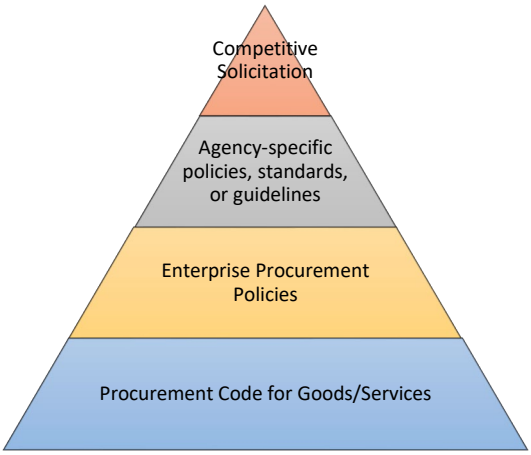
This section provides detailed information regarding Bidder opportunities to question and/or challenge competitive solicitations for enterprise procurement solution contracts and the applicable requirements for Bidder complaints, Bidder debrief conferences, and Bidder protests. This section includes the following:

- An overview, including relevant legal requirements, and information to contextualize these processes;
- Bidder complaints;
- Bidder debrief conferences; and
- Bidder protests.

Overview Regarding Bidder Opportunities to Question and/or Challenge Competitive Solicitations and Contract Awards

Competitive solicitations for enterprise procurement solution contracts for goods/services issued by Enterprise Services are governed by:

- Washington's Procurement Code for Goods/Services (RCW 39.26). *See* RCW 39.26.080(3) (master contracts – i.e., enterprise procurement solution contracts for goods/services); RCW 39.26.060 (cooperative purchasing agreements); and RCW 39.26.050 (administration and use of enterprise procurement solution contracts for goods/services).



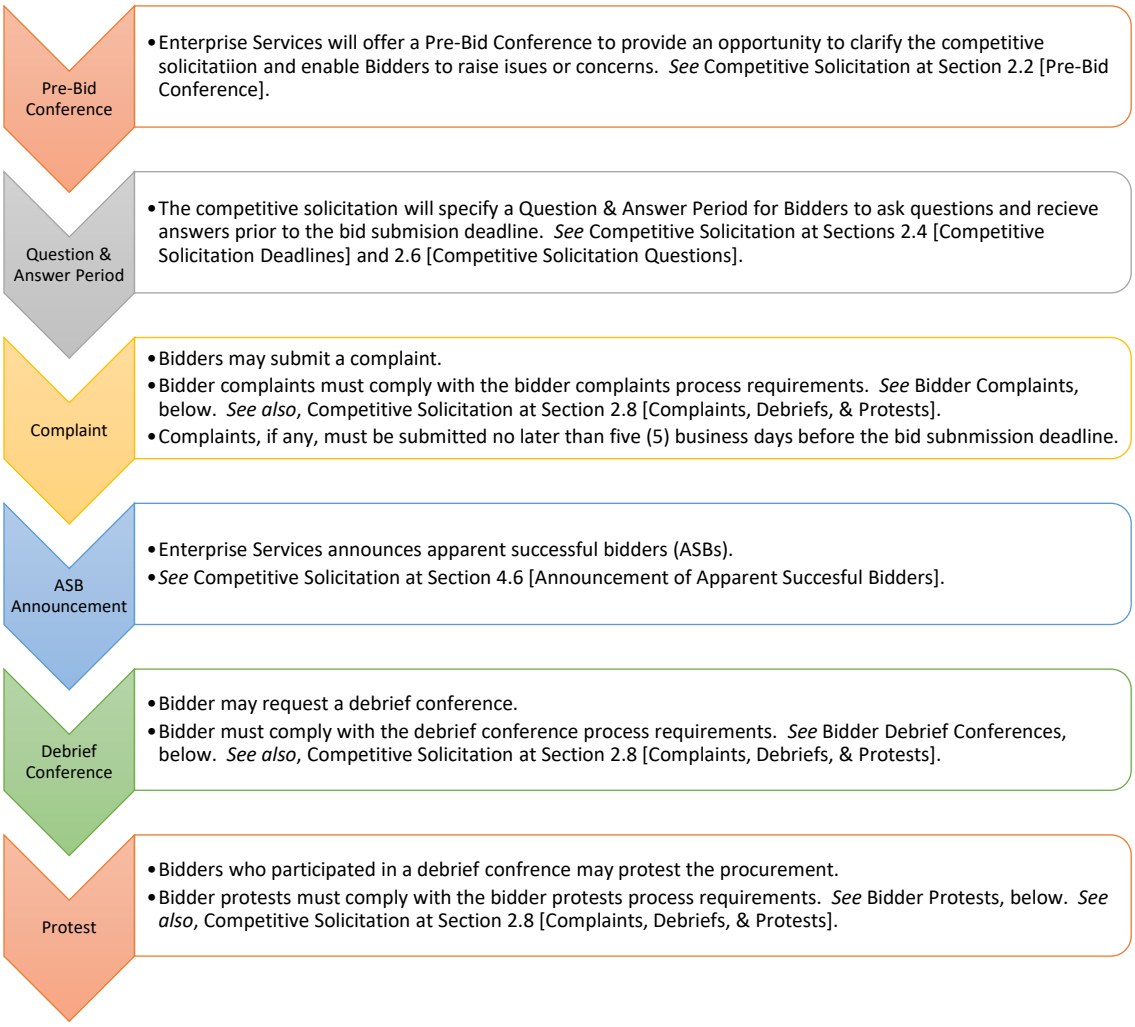
- Applicable enterprise procurement policies promulgated by Enterprise Services that are applicable to all Washington state agencies contracting for goods/services pursuant to Washington's Procurement Code for Goods/Services. *See* RCW 39.26.080(1) & (2).
- Applicable procurement policies, standards, or guidance adopted by Enterprise Services pertaining to its Enterprise Services procurement of enterprise procurement solution contracts for goods/services.
- The requirements set forth in the specific competitive solicitation.

Collectively, these authorities, provide multiple opportunities for Bidders to question and/or challenge competitive solicitations for enterprise procurement solution contracts:

- Washington's Procurement Code for Goods/Services requires Enterprise Services to have clear and transparent processes for Bidder complaints and Bidder protests. *See* RCW 39.26.170(1) (Bidder complaints) and RCW 39.26.170(2) (Bidder protests).
- Applicable enterprise procurement policy establishes procedural requirements for Bidder complaints, Bidder protests, and Bidder debrief conferences. *See* Enterprise Procurement Policy No. POL-DES-170-00.

- Enterprise Services, through its competitive solicitations for enterprise procurement solution contracts for goods/services provides for:
    - Pre-Bid Conferences in which Bidders may raise questions and/or concerns;
    - Question & Answer Periods in which Bidders may raise questions and/or concerns; and
    - Debrief conferences in which Bidders may discuss their bid and evaluation with Enterprise Services.

Chronologically, the above-described opportunities for Bidders to question and/or challenge competitive solicitations for enterprise procurement solution contracts are depicted as follows:



Importantly, the above-described opportunities for Bidders to question and/or challenge competitive solicitations for enterprise procurement solution contracts are not without limitation. Rather, these opportunities are designed to accomplish two primary public policy goals pertaining to the procurement:

1. *Optimize Participation*: Enable interested parties to ask questions regarding the procurement, gain clarity regarding procurement requirements, and provide feedback to Enterprise Services regarding the procurement; and

2. *Reduce Procurement Integrity Risks*: Enable interested parties to challenge procurement requirements, assumptions, structure; and processes that create procurement integrity risks (e.g., the procurement as structured unnecessarily reduces competition; the procurement evaluation process is biased or unfair; the procurement is unnecessarily ambiguous or unclear; evaluator bias, discrimination, or conflict of interest; failure to follow specified procurement process).

Accordingly, Bidder opportunities to question and/or challenge competitive solicitations for enterprise procurement solution contracts are designed – deliberately – to identify problems, if any, as early as possible so that, as appropriate, the procurement can be amended or modified to address the issue in a cost-effective and efficient manner. This also explains why opportunities to challenge such competitive solicitations are more limited later in the procurement process.

BIDDER COMPLAINTS

PURPOSE OF THE COMPLAINT PERIOD

The complaint period is an opportunity to raise objections or concerns or suggest changes to the competitive solicitation that were not addressed during the Question & Answer Period (*see* ***Competitive Solicitation*** at Section 2.4) or during the Pre-Bid Conference (*see* ***Competitive Solicitation*** at Section 2.5).

A Bidder's failure to raise a complaint during the complaint period may waive its right for later consideration. Enterprise Services will consider all complaints but is not required to modify the Competitive Solicitation, in part or in full. If bidder complaints result in changes to the competitive solicitation, Enterprise Services will post to WEBS written amendments to the Competitive Solicitation.

COMPLAINT PERIOD

Competitive solicitations for enterprise procurement solution contracts include a complaint period for Bidders to raise objections to the competitive solicitation. The complaint period ends five (5) business days before the deadline for submitting bids (bid due date) set forth in the competitive solicitation. *See* ***Competitive Solicitation*** at Section 2.4 [Competitive Solicitation Deadlines].

CRITERIA FOR COMPLAINT

A complaint may be based only on one or more of the following grounds:

1. The Competitive Solicitation unnecessarily restricts competition;
2. The Competitive Solicitation's evaluation or scoring process is unfair or flawed; or
3. The Competitive Solicitation's requirements are inadequate or insufficient to prepare a response.

INITIATING A COMPLAINT

A complaint must:

1. Be in writing;
2. Clearly articulate the basis of the complaint and include a proposed remedy (*note*: a complaint MUST be based only on one or more of the criteria for complaint set forth above);

3. State all facts and arguments on which the complaining is relying as the basis for its complaint;
4. Include any relevant documentation or other supporting evidence;
5. Be signed by the complaining Bidder or an authorized agent;
6. Identify the competitive solicitation number;
7. Conspicuously state "Complaint" in any subject line of any correspondence or email; and
8. Be timely delivered to the email address or postal address specified below.

How to Submit a Complaint

To submit a complaint, Bidders timely must send an email message to the procurement coordinator specified in the Competitive Solicitation, such that it is timely received. *See* ***Competitive Solicitation*** at Section 2.6 [Competitive Solicitation Questions]. The email message must include "Complaint" in the subject line of the email message.

Alternatively, timely mail the complaint to the procurement coordinator specified in the Competitive Solicitation, such that it is timely received, at the following address:

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

Complaints must be timely delivered to and received by the procurement coordinator no less than five (5) business days prior to the deadline for bid submittal [*see* ***Competitive Solicitation*** at Section 2.4 (Competitive Solicitation Deadlines)]

Response To A Complaint

When a complaint is received, the Procurement Coordinator (or designee) will consider all the facts available and respond, in writing, prior to the deadline for bid submittals, unless more time is needed. The Procurement Coordinator will post to WEBS the response(s) to such complaint(s).

Response Is Final

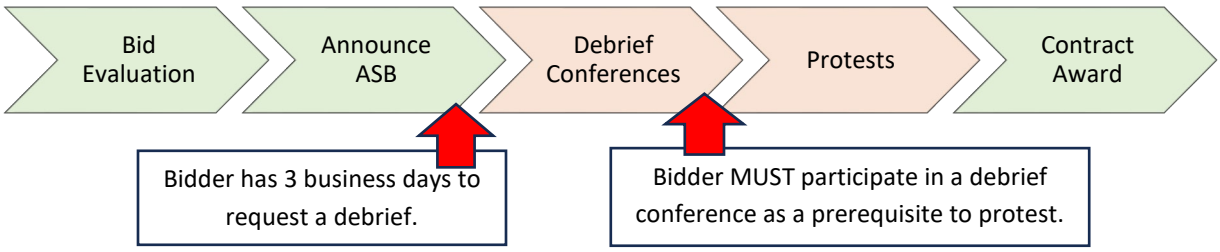
The Procurement Coordinator's response to a complaint is final and not subject to administrative appeal. Issues raised in a complaint may not be raised again during the protest period. Furthermore, any issue, exception, addition, or omission not brought to the attention of the Procurement Coordinator prior to bid submittal may be deemed to be waived for protest purposes.

PURPOSE OF A DEBRIEF CONFERENCE

Any Bidder who has submitted a timely bid may request a debrief conference. A debrief conference provides an opportunity for the Bidder to meet with Enterprise Services to discuss Bidder's bid and evaluation. It does not provide an opportunity to discuss other bids and evaluations. As further explained below, a debrief conference is a necessary prerequisite to filing a protest.

TIME PERIOD TO REQUEST A DEBRIEF CONFERENCE

Following bid evaluation, Enterprise Services will announce the apparent successful bidder(s) ("ASBs announcement"). *See* ***Competitive Solicitation*** at Section 3 (Announcement of Apparent Successful Bidders). The ASB announcement may be made by any means, but Enterprise Services likely will use email to each bidder's email address provided by bidder in Bidder's Certification. *See* ***Competitive Solicitation*** at ***Exhibit A – Bidder's Certification*** (see bidder information).



Bidders will have three (3) business days to request a debrief conference, if desired.

If a debrief conference is timely requested, Enterprise Services will offer the requesting Bidder one meeting opportunity and notify the Bidder of the debrief conference place, date, and time. Please note, because the debrief process must occur before making contract awards, Enterprise Services likely will schedule debrief conferences shortly after the ASB announcement and the bidder's request for a debrief conference. Enterprise Services will not allow the debrief process to delay contract awards. Accordingly, Bidders should plan for contingencies and alternate representatives.

Bidders who wish to protest must first participate in a debrief conference. Bidders who are unwilling or unable to attend the debrief conference will lose the opportunity to protest. A debrief conference is a required prerequisite for a bidder to file a protest.

INITIATING A DEBRIEF CONFERENCE

A debrief conference request must:

1. Be in writing;
2. Be signed by the requesting Bidder or an authorized agent;
3. Identify the competitive solicitation number;
4. Conspicuously state "Debrief" in any subject line of any correspondence or email; and
5. Be timely delivered to the email address specified below.

How to Request a Debrief Conference

To request a debrief conference, Bidders must, within three (3) business days following ASB announcement, send an email message to the procurement coordinator specified in the competitive solicitation. *See* ***Competitive Solicitation*** at Section 2.3 [Competitive Solicitation Questions]. The email message must include "Debrief" in the subject line of the email message.

Debrief conferences may be conducted either in person at Enterprise Services' offices in Olympia, Washington, or virtually (e.g., by telephone or web-based virtual meeting such as MS Teams), as determined by Enterprise Services, and may be limited by Enterprise Services to a specified period of time.

Bidder Participation In A Debrief Conference Is A Perquisite to a Bidder Protest

A bidder's failure to request a debrief conference within the specified time and attend the debrief conference constitutes a waiver of the right to submit a protest.

Bidder Protests

Following a Debrief Conference, Bidders may protest the award of a Contract.

Criteria for a Protest

A protest may be based ONLY on one or more of the following:

1. Bias, discrimination, or conflict of interest on the part of an evaluator;
2. Error in computing evaluation scores; or
3. Non-compliance with any procedures described in the competitive solicitation.

Because protests occur both at the end of a costly and time-consuming process and after Bidders have had opportunities to raise issues or concerns in a Pre-Bid Conference, a Question & Answer Period, a complaint process, and a debrief conference, the protest officer has very narrow jurisdiction and properly may consider a Bidder protest ONLY if such Bidder protest clearly meets the criteria for protest set forth herein. Bidder protests that do not meet the criteria for protest set forth herein shall be dismissed and not considered.

Initiating a Protest

Any Bidder may protest a contract award to an ASB. A protest must:

1. Be in writing;
2. State all facts and arguments on which the protesting Bidder is relying as the basis for its protest;
3. Include any relevant documentation or other supporting evidence;
4. Be signed by the protesting Bidder or an authorized agent;
5. Identify the competitive solicitation number;
6. Conspicuously state "Protest" in any subject line of any correspondence or email; and
7. Be timely delivered to the email address or postal address specified below.

How to Submit a Protest

Send an email message to Enterprise Services' protest officer at the following email address: DESDLProcurementProtest@des.wa.gov. The email message must include "Protest" in the subject line of the email message.

Alternatively, mail the protest to the protest officer at the following address:

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

Protests must be received by the Protest Officer within five (5) business days after the Debrief Conference; *Provided*, however, that Enterprise Services may extend such time period, by written notice, at its discretion.

Protest Response

For protests that meet the criteria for protest set forth above, Enterprise Services' protest officer, after reviewing the protest and available facts, will issue a written response within ten (10) business days from receipt of the protest, unless additional time is needed.

Decision is Final

The protest decision is final and not subject to administrative appeal. If the protesting Bidder does not accept Enterprise Services' protest response, the Bidder may seek relief in Thurston County Superior Court.

§ 3 – CONTRACTING WITH THE STATE OF WASHINGTON FOR GOODS/SERVICES

This section provides additional information regarding how certain aspects of competitive solicitations for enterprise procurement solutions for goods/services impact how businesses do business with the State of Washington. This section includes information regarding the following:

- WEBS registration;
- Business license and state registration;
- Washington's Public Records Act & public records disclosure requests;
- State procurement priorities and bid preferences; and
- State procurement priorities – environmentally preferable products.

WEBS REGISTRATION

Individuals and firms interested in contracting opportunities with Enterprise Services (including enterprise procurement solution contracts) or any Washington state agency should register for competitive solicitation notices at the Washington Electronic Business Solution (WEBS) WEBS Registration. There is no cost to register in WEBS.

WEBS:

- Is the web-based vendor registration and bid notification system administered by Enterprise Services.
- Enables businesses to find and receive notices regarding current public agency competitive solicitations for:
  - Goods/Services;
  - Architectural & Engineering Services;
  - Public Works; and
  - Real Estate Leasing.
- Enables any business who is interested in contracting with the state to register.
- Includes all competitive solicitations for goods/services issued by all Washington state agencies. *See* RCW 39.26.150.
- Includes contract award results regarding all competitive solicitations for goods/services issued by all Washington state agencies. *See* RCW 39.26.160(7) (requiring Washington state agencies to enter into WEBS the name of each bidder and an indication as to the successful bidder).

Note: To be eligible for a goods/services contract award, Bidders must be registered in WEBS.

BUSINESS LICENSE & STATE REGISTRATION

To be eligible for a contract award to provide goods/services to Washington state agencies and other Eligible Purchasers, Bidders – including Washington state businesses and out-of-state businesses – must satisfy the following requirements prior to Contract Award:

- Washington Business License: Awarded Contractors must have a Washington Business License issued by the Washington State Department of Revenue;
- Registration with the Washington State Department of Revenue: Awarded Contractors must be registered with the Washington State Department of Revenue (which occurs when applying for a Washington Business License); and
- Registration with the Washington Secretary of State: Awarded Contractors, except for sole proprietors and general partnerships, must be registered with the Washington Secretary of State.

Although out-of-state businesses engaged in isolated or minor business activities in Washington may be excepted from certain licensing and registration requirements, Enterprise Services, as a procurement integrity matter and to ensure that Washington Small Businesses are not disadvantaged, requires awarded Contractors for enterprise procurement solution Contracts – who necessarily are doing business with the State – to be licensed and registered in Washington.

WASHINGTON'S PUBLIC RECORDS ACT – PUBLIC RECORDS DISCLOSURE REQUESTS

All documents (written and electronic) submitted to Enterprise Services as part of competitive solicitation for an enterprise procurement solution contract for goods/services are public records. Unless statutorily exempt from disclosure, such records are subject to disclosure ***if*** requested. *See* RCW 42.56, Public Records Act. Enterprise Services strongly discourages Bidders from unnecessarily submitting sensitive information (e.g., information Bidders may categorize as 'confidential,' 'proprietary,' 'sensitive,' 'trade secret,' etc.).

- If, in Bidder's judgment, Washington's Public Records Act provides an applicable statutory exemption from disclosure for certain portions of Bidder's bid, please mark the precise portion(s) of the relevant page(s) of the bid that Bidder believes are statutorily exempt from disclosure and identify the precise statutory basis for exemption from disclosure.
- In addition, if, in Bidder's judgment, certain portions of Bidder's bid are not statutorily exempt from disclosure but are sensitive because these particular portions of Bidder's bid (NOT including pricing) include highly confidential, proprietary, or trade secret information (or the equivalent) that Bidder protects through the regular use of confidentiality or similar agreements and routine enforcements through court enforcement actions, please mark the precise portion(s) of the relevant page(s) of Bidder's bid that include such sensitive information.

In the event that Enterprise Services receives a public records disclosure request pertaining to information that Bidder has submitted and marked either as (a) statutorily exempt from disclosure; or (b) sensitive, Enterprise Services, prior to disclosure, will do the following:

- Enterprise Services' Public Records Officer will review any records marked by Bidder as statutorily exempt from disclosure. In those situations, where Bidder's designation of the precise portion(s) of the relevant page(s) of Bidder's bid aligns with the stated precise statutory exemption from disclosure, Enterprise Services will redact or withhold the precise portion(s) of the relevant page(s) of Bidder's bid document(s) as appropriate.
- For documents marked by Bidder as 'sensitive' or for documents where Enterprise Services either determines that no statutory exemption to disclosure applies or is unable to determine whether the stated precise statutory exemption to disclosure properly applies, Enterprise Services will notify Bidder, at the address provided in the bid submittal, of the public records disclosure request and identify the date that Enterprise Services intends to release the document(s) (including documents marked 'sensitive' or exempt from disclosure) to the requester unless Bidder, at Bidder's sole expense, timely obtains a court order enjoining Enterprise Services from such disclosure. In the event Bidder fails to timely file a motion for a court order enjoining such disclosure, Enterprise Services will release the requested document(s) on the date specified. Bidder's failure properly to identify exempted or sensitive information or timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Bidder of any claim that such materials are exempt or protected from disclosure.

ENVIRONMENTAL SUSTAINABILITY

The Washington State Legislature and Governor have enacted or ordered Washington state agencies, through their procurement of goods and services to consider or prefer goods and/or activities that either promote environmental sustainability or reduce adverse environmental impacts (e.g., greenhouse gas reduction). As appropriate, in designing, developing, and delivering enterprise procurement solutions to support Washington state agencies and other Eligible Purchasers in procuring Goods/Services, Enterprise Services diligently endeavors to implement various state environmental procurement priorities, including:

- Products containing recycled material. *See* RCW 39.26.255. *See also*, Enterprise Services Policy No. POL-DES-255-00 – *Recycled Content Purchasing Preference*.
- Electronic Products that reduce or eliminate hazardous materials. *See* RCW 39.26.265. *See also*, ENTERPRISE SERVICES POLICY NO. POL-DES-265-00 – *Electronic Products Purchasing Preference*.
- Products and product packaging that do not contain polychlorinated biphenyls (PCBs). *See* RCW 39.26.280. *See also*, ENTERPRISE SERVICES POLICY NO. POL-DES-280-00 – *Purchasing Preference for Products and Packaging That Do Not Contain Polychlorinated Biphenyls (PCBs)*.
- Products that do not contain hydrofluorocarbons (HFCs). *See* RCW 39.26.310. *See also*, ENTERPRISE SERVICES POLICY NO. POL-DES-310-00 –*Purchasing Preference for Products Not Containing Hydrofluorocarbons (HFCs)*.
- Nonmercury-Added Products. *See* RCW 70A.230. See also ENTERPRISE SERVICES POLICY NO. POL-DES-70A-230-00 – *Nonmercury-Added Products Purchasing Preference Policy*.

Bidders, of course, are welcome to inform Enterprise Services of goods and or services that align with such environmental sustainability procurement priorities.

POLYCHLORINATED BIPHENYLS (PCBS) NOTICE

Polychlorinated biphenyls, commonly known as PCBs, have adverse effects on human health and the environment. Accordingly, the State of Washington, through its procurements of goods/services, is trying to minimize the purchase of products with PCBs and to incentivize its contractual vendors to sell products and products-in-packaging without PCBs.

§ 4 – CONTRACT MODIFICATIONS: REQUIRED CONTRACT PROVISIONS; CONTRACT PROVISIONS THAT WILL NOT BE INCLUDED; & CERTAIN ECONOMIC CONTRACT PROVISIONS THAT BIDDERS TIMELY MAY REQUEST BE MODIFIED

OVERVIEW: CONTRACT REQUIREMENTS FOR ENTERPRISE PROCUREMENT SOLUTIONS

The Washington State Legislature has authorized Enterprise Services, on behalf of the State of Washington, to design, develop, competitively solicit, and award enterprise procurement solution contracts for goods/services and to participate in competitively solicited and awarded cooperative purchasing agreements (collectively, 'Enterprise Procurement Solutions') that may be used by all Washington state agencies and certain other specified Eligible Purchasers (e.g., local governments and agencies, schools, certain public benefit nonprofit organizations).

Enterprise Procurement Solutions, in addition to addressing procurement-specific transactional issues (e.g., ordering, delivery, performance requirements, etc.), must comply with:

- Washington's Procurement Code for Goods/Services (RCW 39.26);
- Enterprise Procurement Policies pertaining to procurements for goods/services;
- State procurement priorities (e.g., contracting and procurement requirements established by the Washington State Legislature and the Governor);
- Other applicable laws; and
- Procurement integrity requirements.

Accordingly, contracts for Enterprise Procurement Solutions necessarily must:

- ***Include*** certain terms and conditions that are NOT negotiable and that may be unfamiliar to parties who do not frequently contract with governmental entities; and
- ***Exclude*** certain terms and conditions that, although perhaps common in private sector commercial contracts for goods/services, are not permitted as a matter of law or policy in state contracts for goods/services.

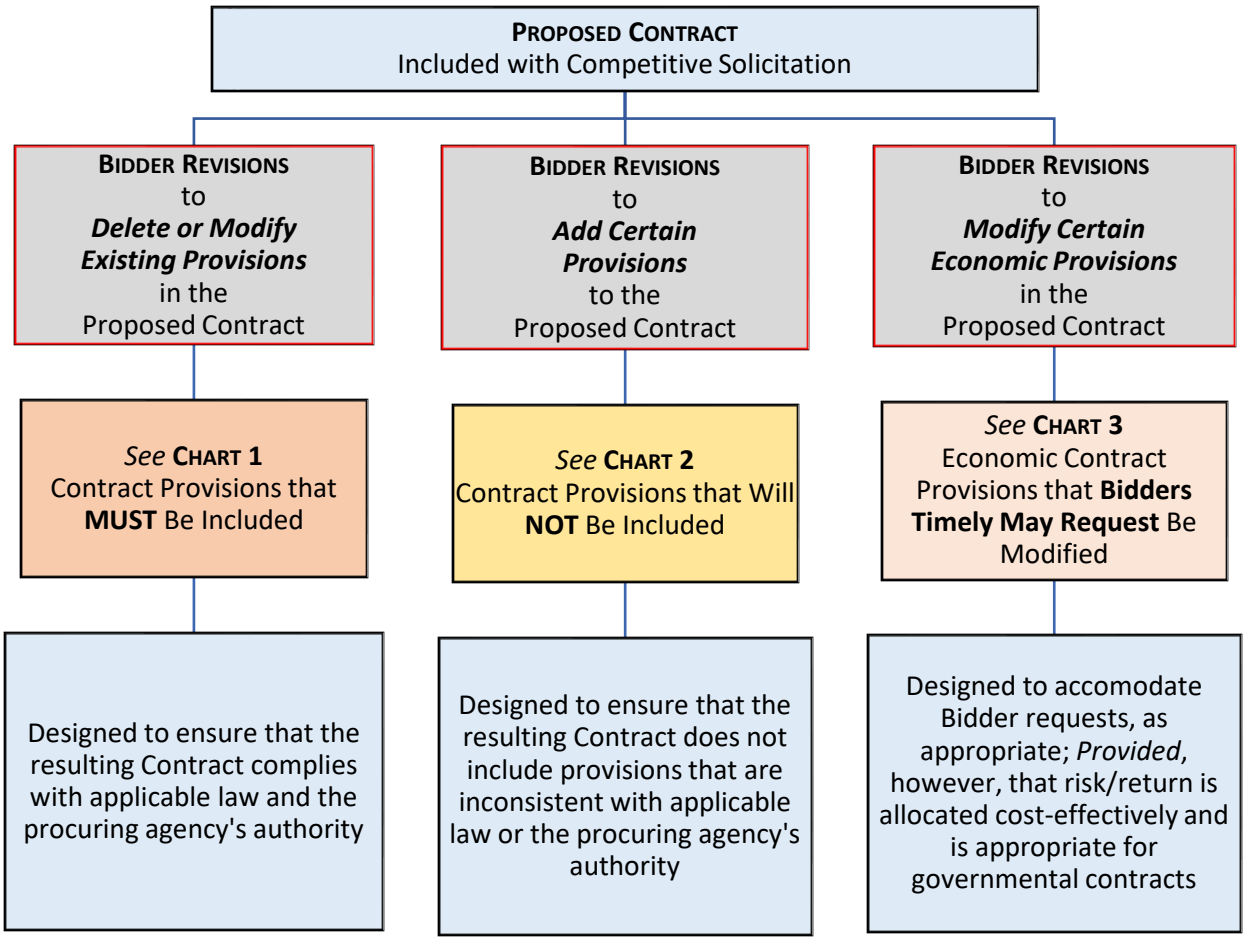
This section includes the following three high level summary charts:

- *Chart 1 – Contract Provisions that MUST Be Included in Enterprise Procurement Solution Contracts for Goods/Services*;
- *Chart 2 – Contract Provisions that Will NOT Be Included in Enterprise Procurement Solution Contracts for Goods/Services*; and
- *Chart 3 – Economic Contract Provisions that Bidders Timely May Request Be Modified*.

Charts 1 and *2* are designed to provide Bidders a high-level overview and identify certain contract provisions that MUST be included (*Chart 1*) or will NOT be included (*Chart 2*) in the resulting contract for goods/services as well as a brief summary explaining why the particular provision either must be included or will NOT be included. *Chart 3*, by contrast, is designed to identify economic contract provisions that Bidders timely may request be modified – prior to close of the Question & Answer Period – for ALL Bidders.

The above-referenced charts are differentiated to provide greater clarity, transparency, and fairness to all stakeholders. In addition, because the charts address different concepts, the charts are separated.

As depicted in the graphic below, without certain limitations on substantive modifications to proposed contracts for goods/services (either to delete or modify existing provisions or to add certain provisions), the contracting and procurement process can become needlessly complex and uncertain, both of which are factors that undermine cost-effective and efficient procurement.



This proactive, clear, transparent approach to procurement and contracting is designed to decrease potential ambiguity and promote procurement integrity. Competitive Solicitations for goods/services contracts that lack clear, transparent, known limitations regarding substantive modifications to the proposed contract, create unnecessary inefficiencies in the procurement process. For example, without clear, transparent, known limitations regarding substantive modifications to the proposed contract:

- Bidders, incorrectly, may be tempted to price in contract performance that does not align with the proposed contract but rather with a hypothetical contract that the bidder is hopeful to end up with through a negotiation process to eliminate or modify certain contract provisions and include other contract provisions designed to benefit a particular bidder.
- Bidders, who believe they have market or negotiating power, are incentivized to seek contract modifications to their benefit, typically late in the procurement process when

the procurement authority has sunk costs and competing bidders may have been eliminated.

- Bidders may seek to have the procuring agency accept contract provisions that are beyond the agency's authority or create ambiguity regarding such contract provisions (e.g., 'to the extent allowed by law') that serve to benefit a particular bidder, while undermining the agency's efforts to turn square corners, be transparent, and provide a fair and competitive procurement process.
- Bidders, if economically rational, will be incentivized to propose or demand contract provisions (e.g., damage caps; limitation of liability; damage exclusions) that fundamentally change the procurement by abandoning the proposed risk/return allocation and substituting a different approach … again … late in the procurement process.

The following chart identifies contract provisions that MUST be included in contracts for goods/services. Accordingly, Enterprise Services will NOT negotiate these provisions. **Bids that are conditioned on deleting or modifying any of these provisions will be deemed to be nonresponsive and such bids will not be considered.**

CHART 1	**CONTRACT PROVISIONS THAT MUST BE INCLUDED**
PROVISION	REASON FOR REQUIRING THE CONTRACT PROVISION
Prohibition on Advance Payment	Unless expressly allowed by statute, advance payment for goods/services is prohibited. *See* RCW 43.88.160. The State considers payment for goods/services in advance of delivery/performance to be an impermissible extension of the State's credit. In addition, as a public policy matter, advance payment for goods/services is an unacceptable financial risk for stewards of public funds. *See also*, Washington Office of Financial Management, STATE ADMINISTRATIVE AND ACCOUNTING MANUAL, at ch. 85.32.
Records Retention	As stewards of public funds and as a procurement integrity matter, state agencies are obligated to maintain contract records and require contractual counterparties to do the same. Records must be maintained for the applicable statutory period, which is 6 years following expiration or termination of the contract. *See* RCW 40.14.060.
Audit	State contracts for goods/services are subject to audit by the Washington State Auditor. *See* RCW 43.09.055. The right to audit state contracts is an essential procurement integrity safeguard.
Workers' Compensation	Pursuant to Washington law, unless exempted, employers are required to provide workers compensation. *See* Title 51, RCW.
Termination for Nonappropriation, Reduction of Funds, or Change In Law	Washington state agencies must act within their authorized authority. The Washington State Legislature is empowered to change or limit state agency authority. Accordingly, state agency contracts for goods/services must include provisions to accommodate Legislative actions that would impact agency contracts.
Termination for Public Convenience	State agencies, as stewards of public funds, must include the option to terminate a contract for public convenience.
Public Records Act	Unless statutorily exempt from public disclosure, contracts for goods/services and all related records are subject to public disclosure as required by Washington's Public Records Act. *See* RCW 42.56.

CHART 1	**CONTRACT PROVISIONS THAT MUST BE INCLUDED IN STATE CONTRACTS FOR GOODS/SERVICES**
PROVISION	REASON FOR REQUIRING THE CONTRACT PROVISION
Nondiscrimination	The Washington State Legislature requires that contracts for goods/services include this provision. *See* RCW 39.26.245(3).
Wage Theft	The Washington State Legislature requires that contracts for goods/services not be awarded to any person or entity who has violated specified prohibitions against wage theft. *See* RCW 39.26.160(2)(f).
Assignment	The contract is the result of a competitive solicitation in which the contract must only be awarded to a responsible bidder. *See* RCW 39.26.160(2). Accordingly, awarded contractors are prohibited from assigning the contract except as set forth in the contract.
Assignment of Antitrust Rights	This provision is required as a result of the U.S. Supreme Court's decision in *Illinois Brick Co. v. Illinois*, 431 U.S. 720 (1977) so that the State, as an indirect purchaser, is not precluded from recovering antitrust damages for price fixing.
Governing Law	This is a contract for goods/services with the State of Washington. Accordingly, the contract is governed by Washington law.
Jurisdiction & Venue	This is a contract for goods/services with the State of Washington. Accordingly, the State, contractually, will not agree to jurisdiction and venue other than as set forth in the contract provision.
Washington's Electronic Business Solution (WEBS)	Washington's Electronic Business Solution (WEBS) is the State's contract registration system. *See* RCW 39.26.150; 39.26.160(7). State contractors are required to be registered in WEBS and certify that the contractor's information therein is current and accurate.
Washington's Statewide Payee Desk	To be paid, contractors must register with Washington's Statewide Payee Desk. *See* Washington Office of Financial Management, Statewide Payee Desk.

The following chart identifies certain contract provisions that Enterprise Services will NOT include in contracts for goods/services. Generally speaking, Enterprise Services has not been granted authority to include these specific provisions in contracts for goods/services (e.g., including such provision would violate applicable law, impermissibly intrude on another agency's authority, etc.). Accordingly, **bids that are conditioned on modifying the contract to include any of the provisions set forth in *Chart 2* will be deemed to be nonresponsive and will not be considered**.

CHART 2	**CONTRACT PROVISIONS THAT WILL NOT BE INCLUDED**
PROVISION	REASON FOR NOT INCLUDING SUCH CONTRACT PROVISION
Waiver of Sovereign Immunity	The State of Washington is a sovereign governmental entity and will not include any contract provision(s) to agree to waive its sovereign immunity.
Mutual Termination	The Washington State Legislature has tasked Enterprise Services with developing and implementing cost-effective and efficient enterprise procurement solutions. These procurement solutions are the result of a competitive procurement process in which contracts are awarded to responsible bidders. The State requires that the contract be for a specified period of time. Accordingly, early termination by a contractor would not enable the state to compare and evaluate bids. In addition, contractors who would seek to terminate the contract prior to the agreed term would NOT qualify as a responsible bidder for purposes of contract award. *See* RCW 39.26.160(2).
Mutual Indemnification	Pursuant to state law, Washington state agencies are prohibited from agreeing to indemnify contractual counterparties unless the Washington State Legislature expressly has provided the agency with authority to indemnify. The Washington State Legislature has *NOT* provided Enterprise Services with any authority to indemnify contractual counterparties in contracts for goods/services. *See* RCW 43.19.
Confidential Pricing	State contracts for goods/services are public records and the public is entitled to know the contract pricing. In addition, confidential pricing would create obvious substantial procurement integrity risks and violate Washington's Public Records Act. *See* RCW 42.56.
Confidentiality / Non-Disclosure	Unless statutorily exempt from public disclosure, contracts for goods/services and all related records are subject to public disclosure as required by Washington's Public Records Act. *See* RCW 42.56. Accordingly, Enterprise Services cannot contractually agree not to disclose public records.

CHART 2	**CONTRACT PROVISIONS THAT WILL NOT BE INCLUDED IN STATE CONTRACTS FOR GOODS/SERVICES**
PROVISION	REASON FOR NOT INCLUDING SUCH CONTRACT PROVISION
Binding Arbitration	As a sovereign immunity issue, Enterprise Services will not contractually agree to binding arbitration to resolve contract disputes.
Hyperlinks	Enterprise Services will not agree to contract provisions that impose obligations by reference – i.e., hyperlinks to additional terms and conditions that a contractor can modify unilaterally.

Bidders may request Contract modifications to any of the provisions set forth in *Chart 3*; *Provided*, however, that such Bidder request must timely be made, in writing, during the Competitive Solicitation's Question & Answer Period. In addition, such Bidder requests must provide a compelling reason as to why the requested modification is in the best interest of the State (e.g., a damage cap results in lower costs to Purchasers) and would not present unnecessary risk to the State.

Bidder requests to modify the Contract pertaining to any of the provisions set forth in *Chart 3* that merely opine that such provision is 'customary,' the 'normal course of business,' or similar reasoning are presumed to be insufficient justification to modify the Contract to include such provisions.

CHART 3	**ECONOMIC CONTRACT PROVISIONS**
PROVISION	RATIONALE FOR CONTRACT PROVISION & MODIFICATION LIMITS
Economic Adjustment	RATIONALE FOR CONTRACT PROVISION: Enterprise Services' contracts for goods/services are competitively solicited and awarded. Accordingly, in making contract awards, the Procuring Agency must be able to evaluate and compare bids, including the pricing for the goods/services. As a procurement integrity matter, the competitive solicitation specifies bid pricing and, as appropriate, the Contract includes economic adjustment provisions to address price risks typically beyond the Contractor's control (e.g., economic adjustment for inflation). MODIFICATION LIMITS: Except as expressly set forth in the contract included as part of the Competitive Solicitation, Enterprise Services will not agree to any contract revisions, modifications, or additions designed to enable Contractor, unilaterally, to increase prices for included Goods/Services.
Limitation of Liability and/or Damage Caps	RATIONALE FOR CONTRACT PROVISION: Enterprise Services' contracts for goods/services are designed to be commercially reasonable and, among other things, to allocate risk/return to incentivize prudent, responsible behavior. Provisions that limit a contractor's liability for damages caused by the contractor and/or cap or exclude damages caused by the contractor result in transferring such risk to the State who is NOT in a position to manage such risk effectively or obtain financial concessions for doing so. MODIFICATION LIMITS: Except as expressly set forth in the contract included as part of the Competitive Solicitation, Enterprise Services will not agree to any contract revisions, modifications, or additions designed to: ▪ Cap or limit Contractor's liability; ▪ Exclude damages for personal injury, property damage, or intellectual property infringement; or ▪ Exclude damages that are reasonable and foreseeable.

CHART 3	**ECONOMIC CONTRACT PROVISIONS THAT BIDDERS TIMELY MAY REQUEST BE MODIFIED**
PROVISION	RATIONALE FOR CONTRACT PROVISION & MODIFICATION LIMITS
Insurance Requirements	RATIONALE FOR CONTRACT PROVISION: The insurance requirements are designed to: ▪ Ensure that the awarded Contractor will have certain minimal insurance coverages such that, in the event of a claim, the Contractor is less likely to go out of business and adversely impact the procurement solution (contractors who do not meet applicable insurance requirements are not responsible bidders for purposes of Contract awards); and ▪ Provide a source of funds to stand behind the Contractor's contractual indemnity obligation. MODIFICATION LIMITS: Except as expressly set forth in the contract included as part of the Competitive Solicitation, Enterprise Services will not agree to any contract revisions, modifications, or additions that unnecessarily compromise the rationale for the insurance coverages set forth in *Exhibit C – Insurance Requirements* of the contract.

§ 5 – CONTRACTING OPPORTUNITIES FOR SMALL & DIVERSE BUSINESSES

This section provides information regarding Enterprise Services' efforts to enable Washington's small, diverse, and veteran-owned businesses to compete for and participate in enterprise procurement solution contracts for goods/services.

ENTERPRISE SERVICES' GOALS

Enterprise Services, in accordance with Washington law, encourages small and diverse businesses to compete for and participate in state procurements as contractors and as subcontractors to awarded Bidders. *See, e.g.*, RCW 39.19 (OMWBE certified businesses); RCW 43.60A.200 (WDVA Certified Veteran-Owned Businesses); and RCW 39.26.005 (Washington Small Businesses). In support of the state's economic goals and to support a diverse supplier pool, Enterprise Services has established the following voluntary numerical goals for Enterprise Services' Competitive Solicitations:

- Ten percent (10%) Minority-Owned Businesses certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE);
- Six percent (6%) Women-Owned Businesses certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE);
- Five percent (5%) Veteran-Owned Businesses certified by the Washington State Department of Veterans Affairs (WDVA); and
- Twenty-five percent (25%) Washington Small Businesses, five percent (5%) of which are microbusinesses or minibusinesses as defined in RCW 39.26.010(16) and (17).

Achievement of these goals is encouraged whether directly or through subcontractors.

RESOURCES FOR WASHINGTON SMALL BUSINESSES

Bidders may contact Enterprise Services about small and diverse business inclusion and qualification as a Washington Small Business. If Bidder qualifies as a Washington Small Business, identify Bidder as such in WEBS. Call WEBS Customer Service at 360-902-7400. The qualification requirements to self-certify as a Washington Small Business are set forth in ***Exhibit A – Bidder's Certification***.

RESOURCES FOR VETERAN-OWNED BUSINESSES – CERTIFICATION AS A CERTIFIED VETERAN-OWNED BUSINESS

Bidders may contact the Washington State Department of Veterans' Affairs (WDVA) for information regarding Certified Veteran-Owned Businesses or to become a Certified Veteran-Owned Business. The WDVA can be reached by telephone, (360) 725-2169, or through their website at WDVA. The qualification requirements to be a Certified Veteran-Owned Business are set forth in ***Exhibit A – Bidder's Certification***.

RESOURCES FOR OMWBE CERTIFICATION

OMWBE CERTIFICATION. Bidders may contact the Washington State Office of Minority and Women's Business Enterprises (OMWBE) regarding information on Minority-Owned and Women-Owned certified firms, state and federal certification programs, or to become certified. OMWBE can be reached by telephone, 866-208-1064, or through their website at OMWBE.

APPENDIX A – TERMINOLOGY PERTAINING TO COMPETITIVE SOLICITATIONS FOR ENTERPRISE PROCUREMENT SOLUTION CONTRACTS FOR GOOD/SERVICES

Competitive solicitations for enterprise procurement solutions for goods/services use terms derived from Washington's Procurement Code for Good/Services (RCW 39.26) and certain other commonly used terms. Typically, when a term is defined in the competitive solicitation, the term will be formatted to appear in initial caps – e.g., if the term 'purchaser' is defined in the competitive solicitation, the term typically would appear in the competitive solicitation as Purchaser.

Although Bidders should rely on terms defined in the specific competitive solicitation, the following terms commonly are used in competitive solicitations for enterprise procurement solutions for goods/services issued by Enterprise Services (note: if the definition of a particular term uses a defined term, such defined terms are formatted in italics) (if the definition references a document that is specific to a particular procurement – e.g., the Competitive Solicitation that you, as a bidder, may be interested in submitting a bid, those documents are identified ***in bold italics***):

- *Apparent Successful Bidder (ASB)*: A *bidder*, who after bid review and evaluation appears to be a successful *bidder* in a competitive procurement. Such *bidder* also must be determined to be a *responsible bidder* to be eligible for a *contract award*.
- *Bid*: An offer, proposal, or quote by a *bidder* for *goods/services* provided in response to a *competitive solicitation* for *goods/services* issued by *Enterprise Services*. *See* RCW 39.26.010(2). The *competitive solicitation* will state what documents and information *bidders* must provide to constitute a complete bid (i.e., *required bid submittals*).
- *Bid Protest*: A qualifying protest pertaining to the selection of the *apparent successful bidder(s)*. A bid protest must follow a *debrief conference*, be timely, and comply with the requirements for bid protests identified in the *competitive solicitation*.
- *Bid Submission Deadline*: The deadline stated in the *competitive solicitation* for *bidders* to submit a timely *bid*. Because *bidders* must submit *bids* electronically, by email, bid submission deadlines frequently are stated as a date (e.g., April 15, 2025) and *bidders* timely may submit a *bid* up to one (1) second before midnight on such date. Commonly, however, the *competitive solicitation* will state a precise deadline to submit a *bid* (e.g., by 11:59:59 pm Pacific Time, April 15, 2025).
- *Bid Evaluation*: The process and act of evaluating *bids* pertaining to a *competitive solicitation*.
- *Bidder*: An individual or entity who submits a *bid* in response to a *competitive solicitation* for *goods/services* issued by *Enterprise Services*. *See* RCW 39.26.010(3).
- *Bidder Contracting Guide for Enterprise Procurement Solution Contracts for Goods/Services* (aka *Contracting Guide*): This document.
- *Bidder's Certification*: *Certifications* provided by a *bidder* as part of a *bid*. *See* **Competitive Solicitation** at **Exhibit A – Bidder's Certification**.

- *Certified Veteran-Owned Business*: A business that meets all of the following requirements:
    - The business must be at least fifty-one percent (51%) owned and controlled by: (a) A veteran as defined as every person who at the time he or she seeks certification has received a discharge with an honorable characterization or received a discharge for medical reasons with an honorable record, where applicable, and who has served in at least one of the capacities listed in RCW 41.04.007; (b) A person who is in receipt of disability compensation or pension from the department of veterans affairs; or (c) An active or reserve member in any branch of the armed forces of the United States, including the national guard, coast guard, and armed forces reserves.
    - The business must be either an entity that is incorporated in the State of Washington as a Washington domestic corporation or, if not incorporated, an entity whose principal place of business is located within the State of Washington.
    - The business must have certified its Veteran-Owned Business status in WEBS.
    - The business must have provided certification documentation to the Washington Department of Veterans' Affairs (WDVA) and be certified by WDVA and listed as such on WDVA's website (WDVA – Veteran-Owned Businesses).

  See also, ***Competitive Solicitation*** at ***Exhibit A – Bidder's Certification***.

- *Competitive Solicitation*: A documented formal process providing an equal and open opportunity to *bidders* and culminating in a selection based on predetermined criteria. *See* RCW 39.26.010(6); *see also*, RCW 39.26.120.

- *Complaint*: A qualifying complaint pertaining to a *competitive solicitation*. A complaint must be timely and comply with the requirements for complaints identified in the *competitive solicitation*.

- *Complaint Process*: The process specified in the *competitive solicitation* to submit a *complaint*, have the *complaint* considered, and when applicable, modify the *competitive solicitation*. *See* RCW 39.26.170(1).

- *Contract*: *See Enterprise Procurement Solution Contract*.

- *Contract Award*: The formal process of notifying an *apparent successful bidder* that such *bidder* is being awarded a competitively solicited *contract*.

- *Contract Usage Agreement*: An agreement executed by and between an eligible entity and *Enterprise Services*, pursuant to Washington's Interlocal Cooperation Act (RCW 39.34), that authorizes such entity to utilize *enterprise procurement solution contracts* as specified by *Enterprise Services*.

- *Contracting Guide*: *See Bidder Contracting Guide for Enterprise Procurement Solution Contracts for Goods/Services*.

- *Contractor*: An individual or entity awarded an *enterprise procurement solution contract* by *Enterprise Services* pursuant to which such *contractor* may perform a

service and/or provide *goods* to *eligible purchasers* who utilize the *contract* as specified in the *contract*. *See* RCW 39.26.010(7).

- *Cooperative Purchasing Agreement*: A contractual agreement resulting from a competitive governmental procurement issued by or on behalf of two or more governmental procuring entities.
- *Cost Factors*: Specified factors to be evaluated that impact the price of the *goods/services* that are being procured.
- *Debrief Conference*: A conference, following announcement of *apparent successful bidder(s)*, between a *bidder* and the *procurement coordinator* to discuss *bidder's bid* and *bid evaluation*.
- *Eligible Purchaser(s)*: The entities specified in the *competitive solicitation* and/or resulting *contract* who are authorized to utilize the resulting *contract* to *purchase* included *goods/services*.
- *Enterprise Services*: The Washington State Department of Enterprise Services, a Washington state governmental agency.
- *Enterprise Procurement Solution*: A procurement solution developed or participated in by *Enterprise Services*, on behalf of the State of Washington, that is authorized by *Washington's Procurement Code for Goods/Services* – e.g., certain specified *contracts*, *cooperative purchasing agreements*, and mandatory use contracts.
- *Enterprise Procurement Solution Contract(s) or Contract(s)*: A *contract* resulting from a *competitive solicitation* conducted pursuant to *Washington's Procurement Code for Goods/Services* by *Enterprise Services*, on behalf of the State of Washington, for *goods/services* that enables specified *eligible purchasers* to *purchase* included *goods/services* pursuant the *contract*.
- *Ethics Act*: *See* RCW 42.52 – Ethics in Public Service.
- *Goods*: Means products, materials, supplies, or equipment specified in the *competitive solicitation* and resulting *contract* provided by a *contractor*. *See* RCW 39.26.010(12).
- *Goods/Services or Goods and/or Services*: Means *goods* and/or *services*. When used in a *competitive solicitation* or *enterprise procurement solution*, *goods/services* refers to the specified *goods* and/or *services* that are included in the scope of the procurement.
- *Main Awards*: Limited to *Enterprise procurement solution contracts* and refers to certain *contract award(s)* issued pursuant to the terms and conditions set forth in the *competitive solicitation* to *responsible bidder(s)* whose *responsive bid* qualifies such *bidder(s)* for a *contract award(s)*.
- *Master Contract(s)*: A *contract* for specific *goods and/or services* that is solicited and established by *Enterprise Services* in accordance with *Washington's Procurement Code for Goods/Services* for use by *eligible purchasers* as specified by *Enterprise Services*. *See* RCW 39.26.010(15). Note: Modern procurement practice identifies and refers to 'master contracts' as *contracts*, *statewide contracts*, or as *enterprise procurement solution contracts*.

- *Microbusiness*: Any business entity, including a sole proprietorship, corporation, partnership, or other legal entity, that: (a) Is owned and operated independently from all other businesses; and (b) has a gross revenue of less than $1,000,000 annually as reported on its federal tax return or on its return filed with the *WDOR*. *See* RCW 39.26.010(16).
- *Minibusiness*: Any business entity, including a sole proprietorship, corporation, partnership, or other legal entity, that: (a) Is owned and operated independently from all other businesses; and (b) has a gross revenue of less than $3,000,000, but $1,000,000 or more annually as reported on its federal tax return or on its return filed with the *WDOR*. *See* RCW 39.26.010(17).
- *Non-Cost Factors*: Specified factors, other than *cost factors*, to be evaluated pertaining to the *goods/services* that are being procured.
- *Notice of Award*: A written notification to an *apparent successful bidder* that they are being awarded a competitively solicited *contract*.
- *OMWBE*: The Washington State Office of Minority & Women's Business Enterprises, a Washington state governmental agency.
- *Performance Requirements*: The requirements specified in a *competitive solicitation* for *goods/services* pertaining to the *goods/services* and/or the *bidder's* required performance capability.
- *Pre-Bid Conference*: A conference organized by the *procurement coordinator* to discuss the *competitive solicitation* with interested *bidders*.
- *Procurement Coordinator*: The individual specified in the *competitive solicitation* who is tasked with administering the *competitive solicitation*.
- *Protest*: A qualifying protest pertaining to the announced *apparent successful bidder* of a *competitive solicitation*. A protest must be timely and comply with the requirements for protests identified in the *competitive solicitation*.
- *Protest Officer*: The person designated to review and respond to a protest.
- *Protest Process*: The process specified in the *competitive solicitation* to submit a *protest* and have the *protest* considered. *See* RCW 39.26.170(2).
- *Public Records Act*: *See* RCW 42.56 – Public Records Act.
- *Purchase*: To obtain specified *goods/services* included within the scope of a *contract*, by paying the *contractor* for such *goods/services*.
- *Purchase Order*: A document used by a *purchaser* and provided to an awarded *contractor* to *purchase goods/services* included in the scope of the *contract*. A purchase order typically will indicate quantities ordered, delivery location, invoice address, etc.
- *Purchaser*: *See Eligible Purchaser(s)*.
- *Question & Answer Period*: The time period specified in the *competitive solicitation* during which *bidders* timely may submit questions regarding the procurement – e.g., procurement scope, specifications, performance requirements, contractual terms and conditions.

- *RCW*: The Revised Code of Washington (RCW) is the compilation of all permanent laws now in force. It is a collection of Session Laws (enacted by the Legislature, and signed by the Governor, or enacted via the initiative process), arranged by topic, with amendments added and repealed laws removed.
- *Required Bid Submittals*: The submittals specified in the *competitive solicitation* that *bidders* must submit as part of a *responsive bid*.
- *Reserved Awards*: Limited to *enterprise procurement solution contracts* and refers to certain *contract award(s)* issued pursuant to the terms and conditions set forth in the *competitive solicitation* to certain specified *responsible bidder(s)* (i.e., *bidder(s)* who certify and qualify as a *Washington Small Business* and/or a *Certified Veteran-Owned Business*) whose *responsive bid* qualifies such *bidder(s)* for a *contract award(s)*.
- *Responsible Bidder*: A *bidder* who the *procurement coordinator* determines, on a pass/fail basis, satisfies the bidder responsibility criteria specified in the *competitive solicitation*, including the factors set forth in *Washington's Procurement Code for Goods/Services*. *See* RCW 39.26.160(2).
- *Responsive Bid*: A *bid* that meets the criteria specified in the *competitive solicitation*.
- *Services*: Means labor, work, analysis, or similar activities specified in the *competitive solicitation* and resulting *contract* provided by a *contractor* to accomplish a specific scope of work. *See* RCW 39.26.010(21). Services does not include services that are required to be procured through Washington's Public Works Procurement Code (RCW 39.04) or Washington's Procurement Code for Architectural & Engineering Services (RCW 39.80).
- *Specifications*: The requirements specified in a *competitive solicitation* for *goods/services*.
- *State Procurement Priority*: A preference or policy consideration to consider *goods/services* that have certain attributes or specified factors pertaining to *bidders* that are deemed to be a priority in *purchasing* such *goods/services*.
- *Statewide Contract(s)*: *See master contract(s)*.
- *Vendor Management Fee (VMF)*: A small administrative fee, specified in the contractual terms and conditions pertaining to the *competitive solicitation* charged on sales of included *goods/services* under the resulting *contract* and paid by the *contractor* to *Enterprise Services*.
- *Washington Small Business*: A business, including a sole proprietorship, corporation, partnership, or other legal entity, that meets all of the following requirements:
    - The business' principal office/place of business is located in and identified as being in the State of Washington. A principal office or principal place of business is a firm's headquarters where business decisions are made and the location for the firm's books and records as well as the firm's senior management personnel. *See* RCW 39.26.010(13) .
    - The business is owned and operated independently from all other businesses and has fifty (50) or fewer employees or has an annual gross revenue of less than $7,000,000 as reported on its federal

income tax return or its return filed with the *WDOR* over the previous three (3) consecutive years. *See* RCW 39.26.010(22).

- The business must have certified its Washington Small Business status in *Washington's Electronic Business Solution* (WEBS).

See also, ***Competitive Solicitation*** at ***Exhibit A – Bidder's Certification***.

- *Washington State Department of Enterprise Services*: *See Enterprise Services*.
- *Washington's Electronic Business Solution (WEBS)*: The web-based vendor registration and bid notification system administered by *Enterprise Services* where businesses can find current public agency *competitive solicitations* for *goods/services*. Washington state agencies are required to post *competitive solicitations* for *goods/services* in *WEBS*. *See* RCW 39.26.150. In addition, Washington state agencies must enter into *WEBS* the name of each *bidder* and an indication as to the successful *bidder*. See RCW 39.26.160(7). Note: *WEBS* also includes current public agency solicitations for engineering, architectural consulting, construction, and real estate leasing. Businesses interested in contracting with the state must register in *WEBS*.
- *Washington's Procurement Code for Goods/Services*: *See* RCW 39.26 – Procurement of Goods and Services.
- *WDOR*: The Washington State Department of Revenue, a Washington state governmental agency.
- *WDVA*: The Washington State Department of Veterans' Affairs, a Washington state governmental agency.
- *WEBS*: See *Washington's Electronic Business Solution*.