



AGENCY CONTRACT COMPETITIVE SOLICITATION – No. 2025-GMPS

WASHINGTON STATE FRUIT COMMISSION

MAGAZINE PRINTING SERVICES

INTRODUCTION

The Washington State Fruit Commission (WSFC) is issuing this Competitive Solicitation pursuant to RCW 39.26. *(Note: Only U.S.-based companies are eligible to submit proposals; companies must have a printing operation in Washington state or Oregon to meet contract requirements. All work performed under this contract shall be performed solely by the Contractor awarded and shall not be subcontracted without the prior consent of the WSFC.)* Pursuant to this Competitive Solicitation, WSFC intends to conduct a competitive procurement to award an Agency Contract for WSFC to procure **Magazine Printing Services** for a semi-monthly trade tabloid known as **Good Fruit Grower magazine (GFG)**. Published since 1946, the magazine covers the tree fruit, grape and blueberry industries and is distributed to fruit growers in all 50 states and roughly three-dozen countries. The magazine is published by the (WSFC) 17 times a year.

The (WSFC), a Washington State Agency defined under RCW15.28, was created in order to develop and promote Washington's soft tree fruits as part of an existing comprehensive regulatory scheme, vital to the continued economic well-being of the citizens of this state and their general welfare that its soft tree fruits be properly promoted by (a) enabling the soft tree fruit industry to help themselves in establishing orderly, fair, sound, efficient, and unhampered cooperative marketing, grading, and standardizing of soft tree fruits they produce; and (b) working to stabilize the soft tree fruit industry by increasing consumption of soft tree fruits within the state, the nation, and internationally.

The Commission is governed by a board composed of seventeen voting members, as follows: Ten producers, four dealers, two processors, and the director of Washington State Department of Agriculture (WSDA), or an authorized representative.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program

or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the State or local Agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Mail Stop 9410, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

OBJECTIVES AND SCOPE OF WORK

The WSFC **Magazine Printing Services** requirements are as follows:

- Company must be based in the United States (U.S.) with printing operations in either Washington state or Oregon, preferably within a 4-hour drive of Yakima, Washington, to allow for periodic, on-site press checks and to meet the requirements of the contract.
- All work performed under this contract shall be performed solely by the Contractor awarded and shall not be subcontracted without the prior consent of the WSFC
- Company must be able to provide their paper supplier and confirmation that the supply will be available by October 1, 2025.
- High-quality commercial printer services with the ability to meet average press runs of 10,600 and ensure timely delivery to subscribers.
- Vendor must meet size specs. (Note: Good Fruit Grower has reduced their trim size to 9" x 12". To qualify for consideration, printers must be able to meet that size requirement.)
- The magazine publishes 17 issues per year — twice a month January through May, once a month June through December. The average page count is 36 to 48 pages. The smallest issue is usually 36 pages; the largest issue has averaged 96 pages in recent years but been as high as 104 pages. Format and quality must be consistent.
- Saddle-stitched. Tab formatted. Four-color throughout on 60# #3 gloss coated stock (self-cover).
- Provide services on a case-by-case basis for inserts, special mailings, etc. Insert preprinted ads or marketing materials when required.
- Provide prepress technical information including evaluation and preflight checks of pages and elements on pages such as advertisements, graphics, and images at no additional cost.
- Provide processing of PDF pages for WSFC review to prepare for the printing process.
- Ensure timely mailing of magazine to subscribers in the U.S., Canada, and worldwide on a tight schedule (est. 10,300 – varies). Current breakdown of subscribers is: 97% U.S., 2% Canada, 1% International. Vendor will be required to have any and all necessary USPS permits.

WORKFLOW/PROCESS

- GFG uploads pages (PDX/X-1A or similar format) on issue close date, which is usually one week prior to mailing date. Upload using cloud-based service (such as Dropbox) or preferred interactive online portal.
- Vendor provides digital proofs to be approved by GFG, same day as upload preferred.
- Mailing lists are maintained in-house. Updated lists will be provided for each issue.
- Office copies must be provided (generally 150 with more for special issues) and shipped directly to GFG offices in Yakima.
- For some special issues, GFG may request printer hold some office copies for later shipment to industry events in the U.S.

This Competitive Solicitation is divided into six (6) sections:

- [Section 1](#) provides a summary table of relevant deadlines for responding to the Competitive Solicitation and identifies contact information for WSFC's Procurement Coordinator.
- [Section 2](#) provides important information about the procurement that is designed to help interested bidders evaluate the potential opportunity, including the purpose of the procurement, the form of the resulting Contract, and potential contract sales.
- [Section 3](#) identifies how WSFC will evaluate the bids.
- [Section 4](#) identifies how to prepare and submit a bid for this Competitive Solicitation, including detailed instructions regarding what to submit and how to submit your bid.
- [Section 5](#) details the applicable requirements to file a complaint, request a debrief conference, or file a protest regarding this Competitive Solicitation.
- [Section 6](#) provides information pertaining to doing business with the State of Washington, including WSFC's efforts to enable Washington's small and diverse businesses to compete for and participate in state procurements for goods/services.

In addition, this Competitive Solicitation includes the following Exhibits:

- *Exhibit A – Required Bidder Information:* These exhibits identify information that bidders must provide to WSFC to constitute a responsive bid. See Section 4, below.
 - Exhibit A-1 – Bidder's Certification
 - Exhibit A-2 – Bidder's Profile
- *Exhibit B – Performance Requirements:* This exhibit outlines the required specifications/qualifications for the services that is/are the subject of this Competitive Solicitation.
- *Exhibit C – Cost Factors:* This exhibit provides the pricing information that bidders will complete as part of their bid and the price evaluation tool that WSFC will use to evaluate and compare bids.
- *Exhibit D – Contract:* This exhibit is a draft of the Contract that any successful bidder will execute with WSFC.

- *Exhibit E – Sample Schedules:* This exhibit shows the magazine’s 2025 production schedules. Production schedules for 2026 will be completed in August 2025, after the contract has been awarded, but will be very similar.

SECTION 1 – DEADLINES, QUESTIONS, PROCUREMENT COORDINATOR, AND MODIFICATION

This section identifies important deadlines for this Competitive Solicitation, where to direct questions regarding the Competitive Solicitation, and the process for potential amendments or modifications to the Competitive Solicitation.

- 1.1. **COMPETITIVE SOLICITATION DEADLINES.** The following table identifies important dates for this Competitive Solicitation:

COMPETITIVE SOLICITATION DEADLINES	
ITEM	DATE
Competitive Solicitation Posting Date:	May 1, 2025
Pre-Bid Conference:	May 15, 2025, at 10 a.m. (Pacific Time) <i>Attend via Video Conference</i> Meeting information: Meeting ID: 245 526 193 895 7 Passcode: 7bc6Wt6d Join Meeting Now
Question & Answer Period:	May 1, 2025 – June 5, 2025
Deadline for submitting Bids:	June 13, 2025
Evaluation by Program:	June 17, 2025 – July 2, 2025
Anticipated Interview/Demonstration on-site visits:	July 3, 2025 – July 18, 2025
Anticipated Announcement of Apparent Successful Bidder:	July 22, 2025
Anticipated Award of Contract:	August 6, 2025

- 1.2. **COMPETITIVE SOLICITATION QUESTIONS.** Questions or concerns regarding this Competitive Solicitation must be directed to the following Procurement Coordinator:

Procurement Coordinator	
Name:	Tammy Marquis
Telephone:	509-453-4837
Email:	tammy@wastatefruit.com

Questions raised at the pre-bid conference and during the Q&A period will be answered and responses posted to Washington’s Electronic Business Solution (WEBS).

- 1.3. **COMPLAINTS, DEBRIEFS, & PROTESTS.** The Competitive Solicitation (and award of any Contract) is subject to complaints, debriefs, and protests as explained in Section 5, which may impact the dates set forth above.
- 1.4. **COMPETITIVE SOLICITATION – AMENDMENT & MODIFICATION.** WSFC reserves the right to amend and modify this Competitive Solicitation. **Only bidders who have properly registered and downloaded the original Competitive Solicitation directly via the Washington Electronic Business Solution WEBS will receive notifications of amendments and other correspondence pertinent to this Competitive Solicitation.** Visit [WEBS](#) to register.

SECTION 2 – INFORMATION ABOUT THE PROCUREMENT

This section describes the purpose of the Competitive Solicitation and provides information about this procurement, including the potential scope of the opportunity.

- 2.1. **PURPOSE OF THE PROCUREMENT – AWARD A CONTRACT.** The purpose of this Competitive Solicitation is to receive competitive bids to evaluate and, as appropriate, award a Contract for WSFC to procure Magazine Printing Services as set forth herein. Pursuant to Washington’s Procurement Code for Goods and Services, RCW chap. 39.26, state agency purchases of goods and services must be based on a competitive solicitation process in which the Contract is awarded to the lowest responsive, responsible bidder.
- 2.2. **CONTRACT.** The form of the Contract that will be awarded as a result of this Competitive Solicitation is attached as ***Exhibit D – Contract***.
- 2.3. **CONTRACT TERM.** As set forth in the attached Contract for this Competitive Solicitation, the contract term commences August 6, 2025, ending September 30, 2027, with an option to renew annually for two (2) additional years upon agreement by both parties. Bidders are to specify prices for the contract term. The Contract is subject to earlier termination.
- 2.4. **WASHINGTON STATE PROCUREMENT PRIORITIES & PREFERENCES.** WSFC will apply the following Washington State procurement priorities and preferences to this Competitive Solicitation which, as set forth in Section 3.5, will impact the evaluation of bids for this Competitive Solicitation:
 - **PROCUREMENT PREFERENCE FOR EXECUTIVE ORDER 18-03** (Firms without Mandatory Individual Arbitration for Employees). Pursuant to RCW 39.26.160(3) (best value criteria) and consistent with Executive Order 18-03 – Supporting Workers’ Rights to Effectively Address Workplace Violations (dated June 12, 2018), WSFC will evaluate bids for best value and will provide a bid preference in the amount of 25 points to any bidder who certifies, pursuant to the Bidder Certification attached as *Exhibit A-1 – Bidder’s Certification*, that their firm does **NOT** require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.
 - **WASHINGTON SMALL BUSINESSES.** In furtherance of Washington’s business inclusion goals WSFC will evaluate bids for best value and will provide a bid preference in the amount of 50 points to any bidder who certifies, pursuant

to the Bidder Certification attached as *Exhibit A-1 – Bidder’s Certification*, and documents its status as a ‘Washington Small Business’ as set forth in *Exhibit A-1 – Bidder’s Certification*.

- **CERTIFIED VETERAN-OWNED BUSINESSES.** In furtherance of Washington’s business inclusion goals, WSFC will evaluate bids for best value and will provide a bid preference in the amount of 25 points to any bidder who certifies, pursuant to the Bidder Certification attached as *Exhibit A-1 – Bidder’s Certification*, its status as a Washington Department of Veterans’ Affairs Certified Veteran-Owned Business.

SECTION 3 – BID EVALUATION

This section identifies how WSFC will evaluate bids for this Competitive Solicitation.

3.1. **OVERVIEW.** WSFC will evaluate bids for this Competitive Solicitation as described below.

- Bidder responsiveness, performance requirements, price factors, and responsibility will be evaluated based on the process described herein.
- Any bidder whose bid is determined to be non-responsive will be rejected and will be notified of the reasons for this rejection.
- WSFC reserves the right to: (1) Request clarification regarding any bid; (2) Waive any informality; (3) Reject any or all bids, or portions thereof; (4) Accept any portion of the bid unless the bidder stipulates all or nothing in their bid; (5) Cancel the Competitive Solicitation and, if desired, re-solicit bids; and/or (6) Negotiate with the lowest responsive and responsible bidder(s) to determine if such bid can be improved.
- WSFC will use the following process and evaluation criteria for an award of the Contract:

STEP	ITEM	POINTS
1	Bid Responsiveness/Responsibility	Pass/Fail
Bid Evaluation		
2	Performance Requirements/Experience/Qualifications Exhibit B – Performance Requirements	600
3	Cost Factors Exhibit C – Bid Price	400
Total:		1000
State Procurement Priorities		
4	Washington Small Business	50

STEP	ITEM	POINTS
	Certified Veteran-Owned Business	25
	Executive Order 18-03	25
Total:		1100
TOP-SCORED BIDDER(S) ADVANCE TO STEP 6		
Presentation Evaluation		
5	Demonstration/Interview/Final Sample Review	200

- 3.2. **BID RESPONSIVENESS (STEP 1).** WSFC will review bids – on a pass/fail basis – to determine whether the bid is ‘responsive’ to this Competitive Solicitation. This means that WSFC will review each bid to determine whether the bid is complete – i.e., does the bid include each of the required bid submittals, are the submittals complete, signed, legible. WSFC reserves the right – in its sole discretion – to determine whether a bid is responsive – i.e., to determine a bidder’s compliance with the requirements specified in this Competitive Solicitation and to waive informalities in a bid. An informality is an immaterial variation from the exact requirements of the Competitive Solicitation, having no effect or merely a minor or negligible effect on quality, quantity, or delivery of the goods or performance of the services being procured, and the correction or waiver of which would not affect the relative standing of, or be otherwise prejudicial, to bidders. For responsive bids, WSFC will make reasonable inquiry to determine the responsibility of any bidder. WSFC will determine responsibility on a pass/fail basis. In determining responsibility, WSFC will review *Exhibit B – Performance Requirements* on bidder’s ability to meet the minimum pass/fail requirements.
- 3.3. **PERFORMANCE REQUIREMENTS EVALUATION (STEP 2).** WSFC will evaluate each bid to ensure that each bidder’s service(s) meet the specifications and/or performance requirements set forth in *Exhibit B – Performance Requirements*. WSFC reserves the right to request additional information before selecting the Apparent Successful Bidder. A bidder’s failure to provide requested information to WSFC within ten (10) business days may result in disqualification.
- 3.4. **BID PRICING EVALUATION (STEP 3).** WSFC will evaluate bids – to identify the lowest evaluation total – by reviewing and comparing the submitted bid prices provided in *Exhibit C*.
- 3.5. **WASHINGTON STATE PROCUREMENT PRIORITIES & PREFERENCES (STEP 4).** WSFC will apply the following Washington State procurement priorities and preferences, as set forth below, to this Competitive Solicitation
- Executive Order 18-03 (25 points)
 - Washington Small Business (50 points)
 - Certified Veteran-Owned Business (25 points)
- 3.6. **DEMONSTRATION/INTERVIEW EVALUATION (STEP 5).** WSFC may visit the bidder(s) with the top-scored proposals to allow bidders to demonstrate printing services and quality, and highlight samples of work that are most similar to the size, scope, and quality of Good Fruit Grower. All key personnel

will be required to participate in the demonstration/interview process. WSFC will contact the bidder(s) to schedule a date and time for demonstration/interview. Bidder is encouraged to secure the date(s) indicated in Competitive Solicitation Section 1.1 (July 3-18, 2025). WSFC will also provide its mailing list for bidder(s) that advance to this point to generate a sample invoice to include all printing, preparation, mailing, postage, and freight charges that would be incurred for one (1) issue of the magazine (at a page count and quantity to be specified). ALL costs that would be charged to WSFC for the printing, mailing, and shipment of the magazine to domestic U.S., Canada, and international readers, plus any extra copies required, must be included. Bidder(s) will sign a confidentiality form in advance of receiving this list; bidder(s) who fail to do so or fail to provide an invoice with all detailed charges, will not proceed within the evaluation process. WSFC will provide further instruction at the time of scheduling demonstrations/interviews. There will be a maximum of 200 points awarded based on the bidder's demonstration/interview.

3.7. **BIDDER RESPONSIBILITY ANALYSIS.** For responsive bids, WSFC must determine whether the bidder is a 'responsible bidder.' In determining bidder responsibility, WSFC will consider the following statutory elements:

- The bidder's ability, capacity, and skill to perform the contract or provide the services required;
- The bidder's character, integrity, reputation, judgment, experience, and efficiency;
- Whether the bidder can perform the contract and meet the printing deadlines within the time specified;
- The bidder's performance quality pertaining to previous contracts or services;
- The bidder's compliance with laws relating to the contract or services;
- Whether, within the three-year period immediately preceding the date of the Competitive Solicitation, the bidder has been determined by a final and binding citation and notice of assessment issued by the Washington State Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW; and
- Such other information as may be secured having a bearing on the decision to award the Contract.

See RCW 39.26.160(2)(a)-(g). In addition, WSFC may consider the following:

- Financial Information: WSFC may request financial statements, credit ratings, references, record of past performance, clarification of bidder's offer, on-site inspection of bidder's or subcontractor's facilities, or other information as necessary to determine bidder's capacity to perform and the enforceability of bidder's contractual commitments. Failure to respond to these requests may result in a bid being rejected as non-responsive.
- References: WSFC reserves the right to use references to confirm satisfactory customer service, performance, satisfaction with service/product, knowledge of

products/service/industry and timeliness. Any negative or unsatisfactory reference can be reason for rejecting a bidder as non-responsible.

- 3.8. **CONTRACT NEGOTIATIONS.** WSFC may negotiate with the highest scored responsive, responsible bidder to finalize the Contract and to determine if the bid may be improved. If, after a reasonable period of time, WSFC, in its sole judgement, cannot reach agreement on acceptable Contract terms with such bidder, WSFC may suspend negotiations and undertake negotiations with the next highest scored responsive, responsible bidder as determined by the evaluations.
- 3.9. **ANNOUNCEMENT OF APPARENT SUCCESSFUL BIDDER.** WSFC will determine the Apparent Successful Bidder (“ASB”). The ASB will be the responsive and responsible bidder(s) that best meet(s) the Competitive Solicitation requirements and presents the best total value, including price, as calculated consistent with the instructions set forth in **Exhibit C – Bid Price**, and other factors as set forth in this Competitive Solicitation including any applicable state procurement priority or preference.
- Designation as an ASB does not imply that WSFC will issue an award for a Contract to your firm. Rather, this designation allows WSFC to perform further analysis and ask for additional documentation. The bidder must not construe this as an award, impending award, attempt to negotiate, etc. If a bidder acts or fails to act as a result of this notification, it does so at its own risk and expense.
 - Upon announcement of the ASB, bidders may request a debrief conference as specified in Section 5.
- 3.10. **AWARD OF CONTRACT.** Subject to protests, if any, WSFC and the ASB will enter into a Contract as set forth in **Exhibit D – Contract**. A contract award is made and a contract formed by signature of WSFC and awarded bidder on the Contract. WSFC reserves the right to award on an all-or-nothing consolidated basis. Following the award of the Contract, all bidders registered in WEBS will receive a Notice of Award delivered to the bidder’s email address provided in the bidder’s profile in WEBS.
- 3.11. **BID INFORMATION AVAILABILITY.** Upon WSFC’s announcement of ASB, all bid submissions and all bid evaluations are subject to public disclosure pursuant to Washington’s Public Records Act. See RCW 39.26.030(2).
- 3.12. **ADDITIONAL AWARDS.** WSFC reserves the right, during the resulting Contract term, to make additional Contract awards to responsive, responsible bidders who provided a bid but who were not awarded a Contract. Such awards would be on the same or substantially similar terms and conditions and would be designed to address a Contractor vacancy (e.g., a contractor is terminated or goes out of business) or be in the best interest of the State of Washington.

SECTION 4 – HOW TO PREPARE AND SUBMIT A BID FOR THIS COMPETITIVE SOLICITATION

This section identifies how to prepare and submit your bid to WSFC for this Competitive Solicitation. In addition, bidders will need to review and follow the Competitive Solicitation requirements including those set forth in the exhibits, which identifies the information that bidders must provide to WSFC to constitute a responsive bid. By responding to this Competitive Solicitation and submitting a bid, bidders

acknowledge having read and understood the entire Competitive Solicitation and accept all information contained within this Competitive Solicitation.

4.1. **BIDDER COMMUNICATIONS REGARDING THIS COMPETITIVE SOLICITATION.** During the Competitive Solicitation process, all bidder communications regarding this Competitive Solicitation must be directed to the Procurement Coordinator for this Competitive Solicitation. See Section 1.2 of this Competitive Solicitation. Bidders should rely only on this Competitive Solicitation and written amendments to the Competitive Solicitation issued by the Procurement Coordinator. In no event will oral communications regarding the Competitive Solicitation be binding.

- Bidders are encouraged to make any inquiry regarding the Competitive Solicitation as early in the process as possible to allow WSFC to consider and, if warranted, respond to the inquiry. If a bidder does not notify WSFC of an issue, exception, addition, or omission, WSFC may consider the matter waived by the bidder for protest purposes.
- If bidder inquiries result in changes to the Competitive Solicitation, written amendments will be issued and posted on WEBS.
- Unauthorized bidder contact regarding this Competitive Solicitation with other state employees involved with the Competitive Solicitation may result in bidder disqualification.

4.2. **PRICING.** Bid prices must include all cost components needed for the services as described in this Competitive Solicitation. See **Exhibit C – Bid Price**. A bidder's failure to identify all costs in a manner consistent with the instructions in this Competitive Solicitation is sufficient grounds for disqualification.

- **Inclusive Pricing:** Bidders must identify and include all cost elements in their pricing. In the event that bidder is awarded a Contract, the total price for the services shall be bidder's price as submitted. Except as provided in the Contract, there shall be no additional costs of any kind.

4.3. **BID SUBMITTAL CHECKLIST – REQUIRED BID SUBMITTALS.** This section identifies the bid submittals that must be provided to WSFC to constitute a responsive bid. The submittals must be delivered as set forth below. Bids that do not include the submittals identified below may be rejected as nonresponsive. In addition, a bidder's failure to complete any submittal as instructed may result in the bid being rejected. Bidders may not provide unsolicited materials. For any supplemental materials expressly required by WSFC in writing, bidders must identify such supplemental materials with the bidder's name.

☐ **EXHIBIT A-1 – BIDDER'S CERTIFICATION**

This document is the Bidder's Certification.

Complete the certification, attach it to the bid along with any exceptions or required explanations, and submit it to WSFC.

Note: The Certification must be complete. Where there are choices, bidder **must** check a box. The certification must be signed and submitted by a duly authorized representative for the bidder.

☐ **EXHIBIT A-2 – BIDDER'S PROFILE**

This document is required bidder information for WSFC's contract administration

purposes.

Complete as instructed and submit with the bid to WSFC.

☐ **EXHIBIT B – PERFORMANCE REQUIREMENTS**

Bidder will need to confirm that the services and/or bidder's performance meets or exceeds the detailed specifications/qualifications set forth in ***Exhibit B – Performance Requirements***. *This form must be saved as an individual document separate from all other forms.*

☐ **EXHIBIT C – BID PRICE**

Bidder will need to complete the price worksheet templates as instructed in ***Exhibit C – Bid Price***.

☐ **EXHIBIT D – CONTRACT**

- 4.4. **BID FORMAT.** Bids must be complete, legible, signed, and follow all instructions stated in the Competitive Solicitation (including the exhibits). Unless otherwise specified in writing by WSFC, documents included with an electronic bid must be prepared in MS Word, MS Excel, or Adobe PDF. Where required to do so, bidders may sign using either a physical or electronic signature.
- 4.5. **SUBMITTING BIDS.** Your electronic bid must be emailed to tammy@wastatefruit.com. WSFC's email boxes can only accept emails that total less than 30MB in size. Bidders are cautioned to keep email sizes to less than 25MB to ease delivery. Zipped files cannot be accepted.

SECTION 5 – COMPLAINT, DEBRIEF, & PROTEST REQUIREMENTS

This section details the applicable requirements for complaints, debriefs, and protests.

- 5.1. **COMPLAINTS.** This Competitive Solicitation offers a complaint period for bidders wishing to voice objections to this solicitation. The complaint period ends five (5) business days before the bid due date. The complaint period is an opportunity to voice objections, raise concerns, or suggest changes that were not addressed during the Question & Answer Period or, if applicable, at the Pre-Bid Conference. Failure by the bidder to raise a complaint at this stage may waive its right for later consideration. WSFC will consider all complaints but is not required to modify or cancel the Competitive Solicitation. If bidder complaints result in changes to the Competitive Solicitation, written amendments to the Competitive Solicitation will be issued and posted on WEBS.
- a. **CRITERIA FOR COMPLAINT.** A formal complaint may be based only on one or more of the following grounds: (a) The solicitation unnecessarily restricts competition; (b) The solicitation evaluation or scoring process is unfair or flawed; or (c) The solicitation requirements are inadequate or insufficient to prepare a response.
 - b. **INITIATING A COMPLAINT.** A complaint must: (a) Be submitted to and received by the Procurement Coordinator no less than five (5) business days prior to the deadline for bid submittal; and (b) Be in writing (see Form and Substance, and Other below). A complaint should clearly articulate the basis of the complaint and include a proposed remedy.

- c. **RESPONSE.** 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. WSFC is required to promptly post the response to a complaint on WEBS.
 - d. **RESPONSE IS FINAL.** The Procurement Coordinator's response to the 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 waived for protest purposes.
- 5.2. **DEBRIEF CONFERENCES.** A Debrief Conference is an opportunity for a bidder and WSFC, through its Procurement Coordinator, to meet and discuss the bidder's bid (and, as further explained below, is a necessary prerequisite to filing a protest). Following the evaluation of the bids, WSFC will issue an announcement of the ASB. That announcement may be made by any means, but WSFC likely will use email to the bidder's email address provided in the Bidder's Profile. Bidders will have three (3) business days to request a Debrief Conference. Once a Debrief Conference is requested, WSFC 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 an award, WSFC likely will schedule the Debrief Conference shortly after the announcement of the ASB and the bidder's request for a Debrief Conference. WSFC will not allow the debrief process to delay the award. Therefore, 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 is a required prerequisite for a bidder wishing to file a protest.**
- a. **TIMING.** A Debrief Conference may be requested by a bidder following announcement of the Apparent Successful Bidder (ASB).
 - b. **PURPOSE OF DEBRIEF CONFERENCE.** Any bidder who has submitted a timely bid response may request a Debrief Conference (see Form and Substance, and Other below). A Debrief Conference provides an opportunity for the bidder to meet with WSFC to discuss bidder's bid and evaluation. It does not provide an opportunity to discuss other bids and evaluations.
 - c. **REQUESTING A DEBRIEF CONFERENCE.** The request for a Debrief Conference must be made in writing via email to the Procurement Coordinator and received within three (3) business days after the announcement of the Apparent Successful Bidder. Debrief conferences may be conducted either in person at the WSFC's offices in Eastern Washington, or virtually (e.g., by telephone or web-based virtual meeting such as Zoom or MS Teams), as determined by WSFC, and may be limited by WSFC to a specified period of time. The failure of a bidder to request a debrief within the specified time and attend a debrief conference constitutes a waiver of the right to submit a protest. Any issue, exception, addition, or omission not brought to the attention of the procurement coordinator before or during the debrief conference may be deemed waived for protest purposes.
- 5.3. **PROTESTS.** Following a Debrief Conference, a bidder may protest the award of a Contract.
- a. **CRITERIA FOR A PROTEST.** A protest may be based only on one or more of the following: (a) Bias, discrimination, or conflict of interest on the part of an evaluator; (b) Error in

computing evaluation scores; or (c) Non-compliance with any procedures described in the Competitive Solicitation.

- b. **INITIATING A PROTEST.** Any bidder may protest an award to the ASB. A protest must: (a) Be submitted to and received by the Protest Officer specified below, within five (5) business days after the protesting bidder's Debriefing Conference (see Form and Substance, and Other below); (b) Be in writing; (c) Include a specific and complete statement of facts forming the basis of the protest; and (d) Include a description of the relief or corrective action requested.
- c. **PROTEST RESPONSE.** After reviewing the protest and available facts, WSFC's Protest Officer will issue a written response within ten (10) business days from receipt of the protest, unless additional time is needed.
- d. **DECISION IS FINAL.** The protest decision is final and not subject to administrative appeal. If the protesting bidder does not accept WSFC's protest response, the bidder may seek relief in Thurston County Superior Court.

5.4. COMMUNICATION DURING COMPLAINTS, DEBRIEFS, AND PROTESTS. With the exception of protests, all communications about this Competitive Solicitation, including complaints and debriefs, must be addressed to the Procurement Coordinator unless otherwise directed. Protests must be addressed to the Protest Officer.

- a. **FORM, SUBSTANCE, & OTHER.** All complaints, requests for debrief, and protests must:
 - i. Be in writing;
 - ii. Be signed by the complaining or protesting bidder or an authorized agent, unless sent by email;
 - iii. Be delivered within the time frame(s) outlined herein;
 - iv. Identify the Competitive solicitation number;
 - v. Conspicuously state "Complaint," "Debrief," or "Protest" in any subject line of any correspondence or email; and
 - vi. Be sent to the address identified below.
- b. **COMPLAINTS & PROTESTS.** All complaints and protests must (a) State all facts and arguments on which the complaining or protesting bidder is relying as the basis for its action; and (b) Include any relevant documentation or other supporting evidence.

5.5. HOW TO CONTACT WSFC.

- a. **TO SUBMIT A COMPLAINT.** Send an email message to the Procurement Coordinator listed in this Competitive Solicitation. The email message must include "Complaint" in the subject line of the email message. Alternatively, mail the complaint to the Procurement Coordinator listed in this Competitive Solicitation at the following address:

Attn: Procurement Coordinator – Tammy Marquis
Contracts & Procurement Division
WSFC
105 S. 18th Street, STE #205
Yakima, WA 98901

- b. TO REQUEST A DEBRIEF CONFERENCE. Send an email message to the Procurement Coordinator listed in this Competitive Solicitation. The email message must include “Debrief” in the subject line of the email message.
- c. TO SUBMIT A PROTEST. Send an email message to the Protest Officer at the following email address: legal@wastatefruit.com. 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
WSFC
105 S. 18th Street, STE #205
Yakima, WA 98901

SECTION 6 – DOING BUSINESS WITH THE STATE OF WASHINGTON

This section provides additional information regarding Washington’s Public Records Act and doing business with the State of Washington, including WSFC’s efforts to enable Washington’s small, diverse, and veteran-owned businesses to compete for and participate in state procurements for goods/services.

6.1. WASHINGTON’S PUBLIC RECORDS ACT – PUBLIC RECORDS DISCLOSURE REQUESTS.

- All documents (written and electronic) submitted to WSFC as part of this procurement are public records. Unless statutorily exempt from disclosure, such records are subject to disclosure *if* requested. See [RCW 42.56](#), Public Records Act. WSFC strongly discourages bidders from unnecessarily submitting sensitive information (e.g., information that bidder might 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 WSFC 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, WSFC, prior to disclosure, will do the following:
 - WSFC’s Public Records Officer will review any records marked by bidder as statutorily exempt from disclosure. In those situations, where the designation

comports with the stated statutory exemption from disclosure, WSFC will redact or withhold the document(s) as appropriate.

- For documents marked 'sensitive' or for documents where WSFC either determines that no statutory exemption to disclosure applies or is unable to determine whether the stated statutory exemption to disclosure properly applies, WSFC will notify bidder, at the address provided in the bid submittal, of the public records disclosure request and identify the date that WSFC intends to release the document(s) (including documents marked 'sensitive' or exempt from disclosure) to the requester unless the bidder, at bidder's sole expense, timely obtains a court order enjoining WSFC from such disclosure. In the event bidder fails to timely file a motion for a court order enjoining such disclosure, WSFC will release the requested document(s) on the date specified. Bidder's failure properly to identify exempted or sensitive information and 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.

6.2. **SMALL & DIVERSE BUSINESSES.** WSFC, 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, WSFC has established the following voluntary numerical goals for WSFC's 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.

- **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](#). OMWBE-Certified firms may provide their certification information on *Exhibit A-2 – Bidder's Profile*.
- **WDVA CERTIFICATION.** 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-1 – Bidder's Certification***.

- WASHINGTON SMALL BUSINESSES. Bidders may contact WSFC about small and diverse business inclusion and qualification as a Washington Small Business. If you qualify as a Washington Small Business, identify yourself 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-1 – Bidder's Certification***.

6.3. **WEBS REGISTRATION.** Individuals and firms interested in state contracting opportunities with WSFC or any state agency should register for competitive solicitation notices at the Washington Electronic Business Solution (WEBS) [WEBS Registration](#). *Note:* There is no cost to register on WEBS.

EXHIBIT A-1 – BIDDER’S CERTIFICATION

See attached Exhibit A-1 – Bidder’s Certification.

Note: As set forth above, Bidder must complete, sign, and return the *Exhibit A-1 – Bidder’s Certification* to WSFC.

EXHIBIT A-2 – BIDDER’S PROFILE

See attached Exhibit A-2 – Bidder’s Profile.

Note: As set forth above, Bidder must complete and return the *Exhibit A-2 – Bidder’s Profile* to WSFC.

EXHIBIT B – PERFORMANCE REQUIREMENTS

Note: Insert (or attach as *Exhibit B – Performance Requirements*) the procurement-specific requirements/qualifications for the specific service at issue. Must be submitted as a stand-alone document.

EXHIBIT C – COST FACTORS

See attached Exhibit C – Cost Factors.

Note: As set forth above, Bidder must complete and return *Exhibit C – Cost Factors* to WSFC.

EXHIBIT D – CONTRACT

See attached Exhibit D – Contract for Competitive Solicitation No. **2025-GMPS – Magazine Printing Services**.

Note: As set forth above, Bidder must return *Exhibit D – Contract* to WSFC.

EXHIBIT E – SAMPLE SCHEDULES

See attached Exhibit E – Sample Schedule for Competitive Solicitation No. **2025-GMPS – Magazine Printing Services**.



ADDENDUM

SOLICITATION NO. 2025 - GMPS

The Washington State Fruit Commission, hereafter “WSFC”, hereby adds this ADDENDUM to answer potential questions to its RFP No. 2025-GMPS titled *GFG Magazine Printing Services*, as follows:

1. There is no mention of postage. How are you handling that?

Good Fruit Grower has a USPS EPS account for automatic payment of postage.

2. Where is your USPS Permit registered?

The permit is registered in Yakima, Washington, USA 98903-9998.

3. Please differentiate airmail vs international.

Currently, all our international and Canadian subscribers receive the magazine via airmail. If you have other shipping options available for subscribers outside the U.S., we are interested in knowing about them and the respective costs.

4. Are issues going to airmail, international and Canada put in envelopes? If so, are they folded?

Our magazines that are sent via airmail to international subscribers are put into envelopes, but they are not folded. Canadian issues are not put into envelopes, but they do currently get a special label; we would prefer the mailing address be applied via inkjet like U.S. addresses, if possible and cost-effective.

5. Tip-in inserts. Do you normally add a tab to insert and stitch them into the magazine, or are they loose in the magazine?

Our magazine is saddle-stitched (staple-bound). We have had inserts that are saddle-stitched into the magazine, as well as tip-ins that are glued to an existing page. We are interested in knowing your capabilities and costs for both, as well as any other options you may have available and the respective costs.

6. When you say costs to tip on or fugitive glue did you provide specs to bid the item that will be added to the magazine? Or just want the cost to stitch or glue and item?

Bidders may use the cost to stitch and/or glue the following example:

Insert on Page 17

Two-sided, 7.6” x 10”, provided

Full circulation (10,600)

7. Do you have a sample of a previous publication (PDF) that we can use when quoting?

You can find a PDF of a past issue of *Good Fruit Grower* here:

https://www.dropbox.com/scl/fi/vdk8nx90ec1qgfu34910j/GFG_FINAL_PROOF_JAN01_2025.pdf?rlkey=ha846c4y3qmx9pl5gexzv9g09&st=b3ag4jlm&dl=0

8. Will you be releasing the quotes on the RFP for the previous year?

No.

Special Notes:

NO phone calls please. Submitting your requests and questions via email will result in the most complete and quickest response.

5/1/25



EXHIBIT A-1 – BIDDER’S CERTIFICATION

Competitive Solicitation:	No. 2025-GMPS– MAGAZINE PRINTING SERVICES		
Bidder:	Type/print full legal name of Bidder		
Bidder’s Address:	Type/print Bidder’s Address		
Bidder Organization Type: Check appropriate box	Corporation:	<input type="checkbox"/> Domestic	<input type="checkbox"/> Foreign
	Limited Liability Company (LLC):	<input type="checkbox"/> Domestic	<input type="checkbox"/> Foreign
	Partnership:	<input type="checkbox"/> Domestic	<input type="checkbox"/> Foreign
	Sole Proprietorship:	<input type="checkbox"/>	
	<p><i>* Note: A sole proprietorship is an unincorporated business owned and run by an individual with no distinction between the business and the owner. It is not a legal entity. It simply refers to a person who owns the business and is personally responsible for its debts and who pays personal income taxes on profits earned from the business. If you are a bidder who operates a business on your own, you automatically are a sole proprietor unless you have adopted a business structure (e.g., corporation, LLC, partnership).</i></p>		
State of Formation for Corp./LLC/Partnership:	Type/print the state where the corporation, LLC, or partnership is formed – e.g., ‘Washington’ if domestic and the name of the state if ‘Foreign’ (i.e., not Washington)		
Doing Business Under Another Name: Check appropriate box	<p>State whether Bidder has been doing business under another name during the past five years:</p> <p><input type="checkbox"/> Bidder has NOT done business under another name <input type="checkbox"/> Bidder HAS done business under another name</p> <p>If Bidder HAS done business under another name, provide the name(s) and addresses:</p> <p>Name: _____</p> <p>Address: _____</p>		

Bidder, through the duly authorized undersigned, makes this certification as a required element of submitting a responsive bid. Bidder certifies, to the best of its knowledge and belief, that the following are true, complete, correct, and made in good faith:

1. **UNDERSTANDING.** Bidder certifies that Bidder has read, thoroughly examined, and fully understands all of the provisions in the Competitive Solicitation (including all exhibits) and the terms and conditions of the Contract and any amendments or clarifications to the Competitive Solicitation, and agrees to abide by the same.
2. **ACCURACY.** Bidder certifies that Bidder has carefully prepared and reviewed its bid and fully supports the accuracy of the same. Bidder further understands and acknowledges that the Washington State Fruit Commission WSFC shall not be responsible for any errors or omission on the part of Bidder in preparing its bid. Bidder certifies that the facts declared here are true and accurate. Bidder further understands and acknowledges that the continuing compliance with these statements and all requirements of the Competitive Solicitation are conditions precedent to the award or continuation of the resulting Contract.
3. **NO COLLUSION OR ANTI-COMPETITIVE PRACTICES.** Bidder certifies that Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Competitive Solicitation. Bidder certifies that Bidder's bid prices 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 (a) those prices, (b) the intention to submit a bid, or (c) the methods or factors used to calculate the prices offered. Bidder certifies that Bidder has not been and will not knowingly disclose its bid prices, directly or indirectly, to any other bidder or competitor before award of a Contract, unless otherwise required by law. Bidder certifies that Bidder has made no attempt and shall not make any attempt to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition. Bidder, however, freely may join with other persons or organizations for the purpose of presenting a bid.
4. **FIRM OFFER.** Bidder certifies that its bid, attached hereto, is a firm offer which cannot be withdrawn for a period of ninety (90) days from and after the bid due date specified in the Competitive Solicitation. WSFC may accept such bid, with or without further negotiation, at any time within such period. In the event of a protest, Bidder's bid shall remain valid for such period or until the protest and any related court action is resolved, whichever is later.
5. **CONFLICT OF INTEREST.** Bidder certifies that, in preparing this bid, Bidder has not been assisted by any current or former employee of the State of Washington whose duties relate (or did relate) to this Competitive Solicitation, 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.
6. **NO REIMBURSEMENT.** Bidder certifies that Bidder understands that the State of Washington will not reimburse Bidder for any costs incurred in the preparation of this bid. All bids become the property of the State of Washington, and Bidder claims no proprietary right to the ideas, writings, items, or samples unless so stated in the bid.
7. **PERFORMANCE.** Bidder certifies that Bidder understands that its submittal of a bid and execution of this Bidder's Certification certifies Bidder's willingness to comply with the Contract, if awarded

such. By submitting this bid, Bidder hereby offers to furnish the goods and/or services solicited pursuant to this Competitive Solicitation in compliance with all terms, conditions, and performance requirements contained in this Competitive Solicitation and the resulting Contract or, if applicable, as detailed on a Contract Issues List, if permitted, in this Competitive Solicitation.

8. INSURANCE. Bidder certifies as follows (*must check one*):

- ☐ *BIDDER HAS REQUIRED INSURANCE.* Bidder has attached a current, valid Certificate of Insurance for each and all of the required insurance coverages as specified in the Contract (note: Bidder must attach the Insurance Certificate).

OR

- ☐ *BIDDER WILL OBTAIN REQUIRED INSURANCE.* Bidder does not have a current, valid Certificate of Insurance for each and all of the required insurance coverages as specified in the Contract but, if designated as the Apparent Successful Bidder, Bidder will provide such a Certificate of Insurance, without exception of any kind, to WSFC within twenty-four (24) hours of such designation or notification by WSFC or be deemed a nonresponsive bid.

OR

- ☐ *BIDDER DOES NOT HAVE REQUIRED INSURANCE.* As detailed on the attached explanation (Bidder to provide), Bidder does not have a current, valid Certificate of Insurance for each and all of the required insurance coverages as specified in the Contract and, if designated as the Apparent Successful Bidder would not be able to provide such a Certificate of Insurance to WSFC within twenty-four (24) hours of such designation.

9. DEBARMENT. Bidder certifies as follows (*must check one*):

- ☐ *NO DEBARMENT.* Bidder and/or its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with any federal, state, or local governmental entity.

OR

- ☐ *DEBARRED.* As detailed on the attached explanation (Bidder to provide), Bidder and/or its principals presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with a federal, state, or local governmental entity.

10. CRIMINAL OFFENSE. Bidder certifies as follows (*must check one*):

- ☐ *NO CRIMINAL OFFENSE.* Bidder and its officers, directors, and managers have not, within the three (3) year period preceding the date of this Competitive Solicitation, been convicted or had a civil judgment rendered against Bidder or such officers, directors, and managers for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a governmental contract; violation of any federal or state antitrust statute; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. Bidder further certifies that Bidder and its officers, directors, and managers are not presently indicted or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in this paragraph.

OR

- ☐ *CRIMINAL OFFENSE.* As detailed on the attached explanation (Bidder to provide), within the three (3) year period preceding the date of this Competitive Solicitation, Bidder or its officers, directors, or managers have been convicted or had a civil judgment rendered against Bidder or such officers, directors, or managers for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a governmental contract; violation of any federal or state antitrust statute; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
11. **WAGE THEFT PREVENTION.** Bidder certifies as follows (*must check one*):
- ☐ *NO WAGE VIOLATIONS.* Bidder has NOT been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in [RCW 49.48.082](#), any provision of [RCW 49.46](#), [RCW 9.48](#), or [RCW 49.52](#) within three (3) years prior to the date of the above-referenced Competitive Solicitation date.
- OR
- ☐ *VIOLATIONS OF WAGE LAWS.* Bidder has been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in [RCW 49.48.082](#), a provision of [RCW 49.46](#), [RCW 49.48](#), or [RCW 49.52](#) within three (3) years prior to the date of the above-referenced Competitive Solicitation date.
12. **CIVIL RIGHTS.** Bidder certifies as follows (*must check one*):
- ☐ *COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS.* Bidder complies with all applicable requirements regarding civil rights. Such requirements prohibit discrimination against individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.
- OR
- ☐ *NON-COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS.* Bidder does not comply with all applicable requirements regarding civil rights.
13. **WORKERS' RIGHTS ([EXECUTIVE ORDER 18-03](#)).** Bidder certifies as follows (*must check one*):
- ☐ *NO MANDATORY INDIVIDUAL ARBITRATION CLAUSES AND CLASS OR COLLECTIVE ACTION WAIVERS FOR EMPLOYEES.* Bidder does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.
- OR
- ☐ *MANDATORY INDIVIDUAL ARBITRATION CLAUSES AND CLASS OR COLLECTIVE ACTION WAIVERS FOR EMPLOYEES.* Bidder requires its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.
14. **TERMINATION FOR DEFAULT OR CAUSE.** Bidder certifies as follows (*must check one*):
- ☐ *NO TERMINATION FOR DEFAULT OR CAUSE.* Bidder has not, within the three (3) year period

preceding the date of this Competitive Solicitation, had one (1) or more federal, state, or local governmental contracts terminated for cause or default.

OR

- ☐ *TERMINATION FOR DEFAULT OR CAUSE.* As detailed on the attached explanation (Bidder to provide), within the three (3) year period preceding the date of this Competitive Solicitation, Bidder has had one (1) or more federal, state, or local governmental contracts terminated for cause or default.

15. TAXES. Bidder certifies as follows (*must check one*):

- ☐ *TAXES PAID.* Except as validly contested, Bidder is not delinquent and has paid or has arranged for payment of all taxes due to the State of Washington and has filed all required returns and reports as applicable.

OR

- ☐ *DELINQUENT TAXES.* As detailed on the attached explanation (Bidder to provide), Bidder has not paid or arranged for payment of all taxes due to the State of Washington and/or has not timely filed all required returns and reports as applicable.

16. FINANCIALLY SOLVENT. Bidder certifies as follows (*must check one*):

- ☐ *FINANCIALLY SOLVENT.* Bidder is financially stable and solvent, has adequate cash reserves to meet all financial obligations, has not commenced bankruptcy proceedings voluntarily or otherwise, and is not subject to any judgments, liens, or encumbrances of any kind affecting title to any Goods or Services that are the subject of this Competitive Solicitation.

OR

- ☐ *NOT FINANCIALLY SOLVENT.* As detailed on the attached explanation (Bidder to provide), Bidder is not financially stable and solvent – i.e., Bidder does not have adequate cash reserves to meet all financial obligations, has commenced bankruptcy proceedings voluntarily or otherwise, or is subject to a judgment, lien, or encumbrance that affects title to the Goods or Services that are the subject of this Competitive Solicitation.

17. LAWFUL REGISTRATION. Bidder, if conducting business other than as a sole proprietorship certifies as follows (*must check one*):

- ☐ *CURRENT LAWFUL REGISTRATION.* Bidder is in good standing in the State of Washington and the jurisdiction where Bidder is organized, including having timely filed all required annual reports.

OR

- ☐ *DELINQUENT REGISTRATION.* As detailed on the attached explanation (Bidder to provide), Bidder currently is not in good standing in the State of Washington and/or the jurisdiction where Bidder is organized.

NOTE: This certification applies only to bidders that are organized as separate legal entities (e.g., a corporation, partnership, limited liability company). If bidder is a sole proprietor, this certification should not be answered.

18. REGISTRATION WITH WASHINGTON SECRETARY OF STATE. Bidder, is conducting business other than as a sole proprietorship, certifies as follows (*must check one*):

- ☐ *BIDDER IS REGISTERED WITH WASHINGTON SECRETARY OF STATE.* Bidder is registered with the Washington Secretary of State, is in good standing, and has the following Unified Business Identifier (UBI) number: _____.

OR

- ☐ *BIDDER WILL REGISTER WITH WASHINGTON SECRETARY OF STATE.* Bidder is not registered with the Washington Secretary of State but, if designated as the Apparent Successful Bidder, Bidder will register with the Washington Secretary of State and obtain a UBI number within twenty-four (24) hours of such designation or notification by WSFC or be deemed a nonresponsive bid.

OR

- ☐ *BIDDER IS NOT REGISTERED WITH WASHINGTON SECRETARY OF STATE.* Bidder is not registered with the Washington Secretary of State and Bidder declines to register with the Washington Secretary of State. *Note:* WSFC requires all awarded bidders (including Washington firms and out of state firms) to be registered with the Washington Secretary of State. Bidders who are not registered will not be awarded a Contract.

NOTE: This certification applies only to bidders that are organized as separate legal entities (e.g., a corporation, partnership, limited liability company). If bidder is a sole proprietor, this certification should not be answered.

19. REGISTRATION WITH WASHINGTON STATE DEPARTMENT OF REVENUE. Bidder certifies as follows (*must check one*):

- ☐ *BIDDER IS REGISTERED WITH WASHINGTON STATE DEPARTMENT OF REVENUE.* Bidder is registered with the Washington State Department of Revenue, has a business license to do business in Washington, and has the following Unified Business Identifier (UBI) number: _____.

OR

- ☐ *BIDDER WILL REGISTER WITH WASHINGTON STATE DEPARTMENT OF REVENUE.* Bidder is not registered with the Washington State Department of Revenue but, if designated as the Apparent Successful Bidder, Bidder will register with the Washington State Department of Revenue and obtain a business license within twenty-four (24) hours of such designation or notification by WSFC or be deemed a nonresponsive bid.

OR

- ☐ *BIDDER IS NOT REGISTERED WITH WASHINGTON STATE DEPARTMENT OF REVENUE.* Bidder is not registered with the Washington State Department of Revenue and Bidder declines to register with the Washington State Department of Revenue. *Note:* WSFC requires all awarded bidders (including Washington firms and out of state firms) to be registered with the Washington State Department of Revenue. Bidders who are not registered will not be awarded a Contract.

20. SUBCONTRACTORS. Bidder certifies as follows (*must check one*):

- ☐ *NO SUBCONTRACTORS.* If awarded a Contract, Bidder will not utilize subcontractors to provide the goods and/or services subject to this Competitive Solicitation.

OR

- ☐ *SUBCONTRACTORS.* As detailed on the attached explanation (A-2 Bidder Profile), if awarded a Contract, Bidder will utilize subcontractors to provide the goods and/or

services subject to this Competitive Solicitation. In such event, Bidder certifies that, as to WSFC, Bidder shall retain responsibility for its subcontractors, including, without limitation, liability for any subcontractor's acts or omissions. Note: Bidder must provide the precise legal name (including state of organization), business address, and federal tax identification number (TIN) for each subcontractor. Note: Do not provide any SSN.

21. WASHINGTON SMALL BUSINESS. Bidder certifies as follows (*must check one*):

- ☐ *WASHINGTON SMALL BUSINESS.* Bidder is a Washington Small Business as defined in RCW 39.26.010. To qualify as a Washington Small Business, Bidder must meet three (3) requirements:
 - *Location.* Bidder's principal office/place of business must be 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.
 - *Size.* Bidder must be owned and operated independently from all other businesses and have either: (a) fifty (50) or fewer employees; or (b) gross revenue of less than seven million dollars (\$7,000,000) annually as reported on Bidder's federal income tax return or its return filed with the Washington State Department of Revenue over the previous three consecutive years.
 - *WEBS Certification.* Bidder must have certified its Washington Small Business status in Washington's Electronic Business Solution ([WEBS](#)).

OR

- ☐ *NOT WASHINGTON SMALL BUSINESS.* Bidder is not a Washington Small Business as defined in RCW 39.26.010.

22. CERTIFIED VETERAN-OWNED BUSINESS. Bidder certifies as follows (*must check one*):

- ☐ *CERTIFIED VETERAN-OWNED BUSINESS.* Bidder is a Certified Veteran-Owned Business under RCW 43.60A.190. To qualify as a Certified Veteran-Owned Business, Bidder must meet four (4) requirements:
 - *51% Ownership.* Bidder 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.

- *Washington Incorporation/Location.* Bidder 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.
- *WEBS Certification.* Bidder must have certified its Veteran-Owned business status in Washington's Electronic Business Solution ([WEBS](#)).
- *WDVA Certification.* Bidder 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](#)).

OR

- ☐ *NOT A CERTIFIED VETERAN-OWNED BUSINESS.* Bidder is not a Certified Veteran-Owned Business under RCW 43.60A.190.

23. WASHINGTON STATE ENTERPRISE LEADERSHIP COMPETENCIES – DIVERSITY, EQUITY, & INCLUSION. Bidder certifies as follows (*must check one*):

- ☐ *UNDERSTANDS & WILL FOLLOW WASHINGTON STATE ENTERPRISE LEADERSHIP COMPETENCIES.* Bidder has reviewed, understands, and if awarded a Contract, will follow the [Washington State Enterprise Leadership Competencies](#) in performing such Contract and, if utilizing subcontractors, will ensure that such subcontractors also follow the *Washington State Enterprise Leadership Competencies* in performing such Contract.

OR

- ☐ *DOES NOT FOLLOW WASHINGTON STATE ENTERPRISE LEADERSHIP COMPETENCIES.* Bidder does not follow the [Washington State Enterprise Leadership Competencies](#).

24. SOFTWARE, EQUIPMENT, PERSONNEL, & SUPPLIES. Bidder certifies as follows (*must check one*):

- ☐ *HAS SOFTWARE, EQUIPMENT, PERSONNEL, & SUPPLIES.* Bidder currently possess all necessary software, equipment, qualified personnel, and supplies to provide the services as defined in the solicitation.

OR

- ☐ *WILL OBTAIN SOFTWARE, EQUIPMENT, PERSONNEL, & SUPPLIES.* Bidder does not currently possess all necessary software, equipment, qualified personnel, and supplies to provide the services as defined in the solicitation, but, if designated as the Apparent Successful Bidder, Bidder will provide evidence satisfactory to WSFC that it has obtained and possess all necessary software, equipment, qualified personnel, and supplies to provide the services as defined in the solicitation, without exception of any kind, to WSFC within twenty-four (24) hours of such designation or notification by WSFC or be deemed a nonresponsive bid.

OR

- ☐ *DOES NOT HAVE SOFTWARE, EQUIPMENT, PERSONNEL, & SUPPLIES.* Bidder currently does not possess all necessary software, equipment, qualified personnel, and supplies to provide the services as defined in the solicitation.

25. SERVICE PERFORMANCE REQUIREMENTS. Bidder certifies as follows (must check one):

☐ *MEET SPECIFICATIONS.* Bidder meets each of the service performance requirements set forth in *Exhibit B – Performance Requirements.*

OR

☐ *DOES NOT SERVICE PERFORMANCE REQUIREMENTS.* As detailed on the attached explanation (Bidder to provide), Bidder does not meet each of the service performance requirements set forth in *Exhibit B – Performance Requirements.*

26. REFERENCES. Bidder certifies that the references provided to WSFC have worked with Bidder and that such individuals and firms have full permission, without any additional requirement or release, to provide such references and information to WSFC. Bidder hereby authorizes WSFC (or its agent) to contact Bidder's references and others who may have pertinent information regarding Bidder's prior experience and ability to perform the Contract, if awarded. Bidder hereby authorizes such individuals and firms to provide such references and release to WSFC information pertaining to the same.

Bidder further certifies that it shall provide immediate written notice to WSFC if, at any time prior to a contract award, Bidder learns that any of its certifications set forth herein were erroneous when submitted or has become erroneous by reason of changed circumstances.

I hereby certify, under penalty of perjury under the laws of the State of Washington, that the certifications herein are true and correct and that I am duly authorized to make these certifications on behalf of the Bidder listed herein.

BIDDER NAME:

Print Name of Bidder – Print full legal entity name of the firm submitting the Bid

If Bidder is a sole proprietor, print the full legal name of the individual who is the Bidder submitting the Bid

By:

Signature of Bidder's authorized person

Print Name of person making certifications for Bidder

Title:

Title of person signing certificate

Place:

Print city and state where signed

Date:

Return this Bidder's Certification to Procurement Coordinator at:

tammy@wastatefruit.com



EXHIBIT A-2 – BIDDER’S PROFILE

Competitive Solicitation:	No. 2025-GMPS– MAGAZINE PRINTING SERVICES
Bidder:	Type/print full legal name of Bidder

BIDDER INFORMATION	
Legal name of Bidder: Address of Bidder: <i>Note:</i> This must match information from Bidder’s Washington Business License.	Business Name Address City, State, Zip Code
Bidder’s Washington State Department of Revenue Registration Number/Unified Business Identifier (UBI) Number: <i>Note:</i> A nine digit UBI number is assigned to each registered businesses in Washington.	
Taxpayer Identification No. (TIN): <i>Note:</i> Your TIN will be either a number issued by the IRS (e.g., Employer Identification Number, Federal Tax Identification Number) or a number issued by the Social Security Administration (i.e., your Social Security Number). If your TIN is a SSN, state that fact, but do NOT provide the SSN.	
Is your firm certified as a minority or woman owned business with the Washington State Office of Minority & Women’s Business Enterprises (OMWBE)?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, provide Bidder’s MWBE certification no.:

BIDDER INFORMATION	
<p>Is your firm a self-certified Washington Small Business?</p> <p><i>Note: See Exhibit A-1 – Bidder’s Certification for criteria to qualify as a Washington Small Business</i></p> <p><i>Note: Regardless of size, a qualifying business must be owned and operated independently from all other businesses. In regard to size, the gross revenue thresholds, as reported on Bidder’s tax returns, are as follows:</i></p> <ul style="list-style-type: none"> ▪ Microbusiness: Annual gross revenue of less than one million dollars. ▪ Minibusiness: Annual gross revenue of more than one million dollars, but less than three million dollars. ▪ Small Business: Annual gross revenue of less than seven million dollars over each of the three prior consecutive years. 	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, provide the location for Bidder’s principal place of business:</p> <p>If yes, what is your business size (based on annual gross revenue)?</p> <p>Microbusiness <input type="checkbox"/></p> <p>Minibusiness <input type="checkbox"/></p> <p>Small Business <input type="checkbox"/></p>
<p>Is your firm certified as a Veteran-Owned Business with the Washington State Department of Veteran Affairs?</p> <p><i>Note: See Exhibit A-1 – Bidder’s Certification for criteria to qualify as a Certified Veteran-Owned Business.</i></p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, provide Bidder’s WDVA certification no. _____.</p>

CONTRACT MANAGEMENT POINTS OF CONTACT	
<p>Authorized Representative</p> <p>Name: _____</p> <p>Email: _____</p> <p>Phone: _____</p>	<p>Contract Administrator</p> <p>Name: _____</p> <p>Email: _____</p> <p>Phone: _____</p>

Complete if using sub-contractors as indicated in Exhibit A-1

SUB CONTRACTOR			
Legal Name and TIN#	Address	Phone and E-mail	Services/Role

REFERENCES

Provide a minimum of three (3) commercial or government references for which bidder has delivered goods and/or services similar in scope as described in the Competitive Solicitation.

REFERENCE 1	
Company Name:	_____
Contact:	_____
Phone:	_____
Email:	_____
REFERENCE 2	
Company Name:	_____
Contact:	_____
Phone:	_____
Email:	_____
REFERENCE 3	
Company Name:	_____
Contact:	_____
Phone:	_____
Email:	_____

Return this Bidder's Profile to Procurement Coordinator at:
tammy@wastatefruit.com



EXHIBIT B – PERFORMANCE REQUIREMENTS

Competitive Solicitation:	No. 2025-GMPS– MAGAZINE PRINTING SERVICES
Bidder:	<hr/> Type/print full legal name of bidder company

OBJECTIVES AND SCOPE OF WORK

The WSFC Magazine Printing Services requirements are as follows:

- Company must be based in the United States (U.S.) with a printing operation in Washington state or Oregon, preferably within a 4-hour drive from Yakima, Washington.
- All work performed under this contract shall be performed solely by the Contractor awarded and shall not be subcontracted without the prior consent of the WSFC.
- The company must be able to provide their paper supplier and confirmation that the supply will be available by October 1, 2025.
- High-quality commercial printer services with the ability to meet average press runs of 10,600 and ensure timely delivery to subscribers.
- Vendor must meet size specs. (Note: Good Fruit Grower has reduced their trim size to 9" x 12").
- The magazine publishes 17 issues per year — twice a month January through May, once a month June through December. The average page count is 36-48 pages. The smallest issue is usually 36 pages; the largest issue has averaged 96 pages in recent years but has been as high as 104 pages. Format and quality must be consistent.
- Saddle-stitched. Tab formatted. Four-color throughout on 60# #3 gloss coated stock (self-cover).
- Provide services on a case-by-case basis for inserts, special mailings, etc. Insert preprinted ads or marketing materials when required.
- Provide prepress technical information including evaluation and preflight checks of pages and elements on pages such as advertisements, graphics, and images at no additional cost.

- Provide processing of PDF pages for WSFC review to prepare for the printing process.
- Ensure timely mailing of magazine to subscribers in the U.S., Canada, and worldwide on a tight schedule (est. 10,300 – varies). Current breakdown of subscribers is: 97% U.S., 2% Canada, 1% International. Vendor will be required to have any and all necessary USPS permits.

Instructions:

Bidders submitting a proposal must complete and submit an Exhibit B for evaluation purposes. This form must be saved as an individual document separate from all other forms.

Performance Requirements: Bidder must respond to each requirement as noted in the instructions below.

1. Review all requirements, priorities and provided definitions:
 - **Mandatory Pass/Fail (M):** Minimum requirement; Bidder that does not meet this requirement will not be considered any further.
 - **Mandatory Scored (MS):** Critical requirement; evaluators will score based on the degree to which Bidder's response meets the requirement.
2. Using the ***Bidder Meets Requirement*** column, Bidder must select either a "Yes" or "No" to indicate the Bidder's ability to meet the requirement. **Any entry that is not either a "Yes" or "No", may be deemed non-responsive and will not be considered any further.**
3. Bidder must respond in the ***Written Response*** column for every requirement that indicates a "Written Response Required". **Written responses must not reference any material present elsewhere. The written response shall be considered complete and stand on its own merits or may be deemed non-responsive.**

PERFORMANCE REQUIREMENTS AND FACTORS					
REQ ID	Performance Requirement and Stated Business Need	Points Available	Priority	Bidder's Compliance	Written Response
1.	Bidder, in performing these services, must demonstrate leadership competencies that align with Washington State's values. Bidder acknowledges and understands both the Washington State Enterprise Diversity, Equity, and Inclusion Competencies and Washington State Enterprise Leadership Competencies .	Pass/Fail	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	
2.	WFSC supports a diverse, equitable, inclusive and respectful work environment, Bidder acknowledges and understands the Washington State Model Policies	Pass/Fail	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	

PERFORMANCE REQUIREMENTS AND FACTORS

REQ ID	Performance Requirement and Stated Business Need	Points Available	Priority	Bidder's Compliance	Written Response
	<u>and Considerations for a Diverse, Equitable, Inclusive and Respectful Work Environment</u>				
3.	Bidder/Company is based in the United States (U.S) with a printing location in Washington state or Oregon, preferably within a 4-hour drive of Yakima, Washington.	Pass/Fail	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	
4.	Bidder/Company All work performed under this contract shall be performed solely by the Contractor awarded and shall not be subcontracted without the prior consent of the WSFC.	Pass/Fail	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	
5.	Bidder/Company must be able to provide their paper supplier and confirmation that the supply will be available by October 1, 2025. <i>*** Written Response and Confirmation Required ***</i>	Pass/Fail	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	
6.	Bidders must show ability to meet minimum printing, pre-press, and mailing requirements for 17 issues per year: <ul style="list-style-type: none"> • Print a 4-color (trim size 9"x12", self-cover), on 60-pound, #3 gloss book, with an average press run of 10,750. Saddle-stitched on 12" edge. • Handle on a case-by-case basis advertising inserts or special needs (i.e. split runs). • Provide digital proofs to be approved by GFG (same day preferred) for each issue. • Mail each issue of the magazine to an average 10,600 subscribers, domestic and international. The breakdown of subscribers is 97% U.S., 2% Canada, 1% international. 	Pass/Fail	M	<input type="checkbox"/> Yes <input type="checkbox"/> No	

PERFORMANCE REQUIREMENTS AND FACTORS

REQ ID	Performance Requirement and Stated Business Need	Points Available	Priority	Bidder's Compliance	Written Response
	<ul style="list-style-type: none"> Vendor must maintain any and all necessary USPS permits. <p>*** Written Response Required ***</p>				
7.	<p>Bidder must have experience printing and mailing high-quality publications, preferably magazines that publish at least monthly, of GFG's size and quality. Bidder/Company must provide samples that demonstrate abilities to meet exact size and scope of GFG Magazine.</p> <p>*** Written Response Required *** Provide a detailed description of bidder's experience printing, binding and mailing similar publications. Include details about type of press and binding equipment to be used. *** Samples that best demonstrate bidder's abilities – including similar size and scope – Must be provided and will be evaluated.</p>	120	MS	<input type="checkbox"/> Yes <input type="checkbox"/> No	
8.	<p>Bidders must demonstrate prepress capabilities.</p> <p>*** Written Response Required *** Describe bidder's prepress operations, including how files are uploaded and approved for press. Include timeframes and any uses of interactive online portals for uploading and approving pages.</p>	120	MS	<input type="checkbox"/> Yes <input type="checkbox"/> No	

PERFORMANCE REQUIREMENTS AND FACTORS

REQ ID	Performance Requirement and Stated Business Need	Points Available	Priority	Bidder's Compliance	Written Response
9.	<p>Bidders must demonstrate capabilities and services for handling and improving timely and accurate deliveries to U.S. and international subscribers, and costs for such services.</p> <p>*** Written Response Required ***</p> <p><i>Describe bidder's systems and services to assist with prompt, successful delivery to subscriber addresses and detail any fees that may be charged.</i></p>	120	MS	<input type="checkbox"/> Yes <input type="checkbox"/> No	
10.	<p>Bidders must provide information about additional services available, and costs for such services.</p> <p>*** Written Response Required ***</p> <p><i>Detail the range and quality of capabilities and services, such as doing inline varnish or aqueous coating, poly bagging, saddle-stitched or tipped-in inserts, belly bands and direct mail. Samples should be included as part of the submission.</i></p>	120	MS	<input type="checkbox"/> Yes <input type="checkbox"/> No	
11.	<p>Bidder must have a strong reputation for excellence, meeting deadlines and customer service.</p> <p>*** Written Response Required ***</p> <p><i>Detail examples of similar projects that have been successfully and consistently met over a period of time under tight deadlines. Provide at least three references from clients for whom similar work has been successfully completed.</i></p>	120	MS	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Return this exhibit to Procurement Coordinator at:
tammy@wastatefruit.com



EXHIBIT C – COST FACTORS

2025-GMPS

Good Fruit Grower Magazine Printing Specifications

Bidders must identify and include all cost elements in their pricing. In the event that bidder is awarded a Contract, the total price for the services shall be bidder's price as submitted. **Columns left blank may be deemed nonresponsive and will not continue further in the process. Under Other Services, if Bidder does not provide a particular service, n/a should be marked.*

- Average press run: 10,600
- Trim size: 9" x 12"
- Frequency: 17 issues per year (twice a month January-May, once a month June-December).
- Pages (PDF/X-1A or similar format) will be uploaded by GFG on Issue Close date. Uploading using cloud-based service (such as Dropbox) or interactive online portal preferred.
- Vendor will provide digital proofs to be approved by GFG, same day as upload preferred.
- Saddlestitched, 12" side
- Average page count: 36 to 48 pages. The largest issue in recent years was 104 pages.
- Four-color throughout.
- 60# #3 gloss coated stock (self-cover).
- Mailed with some international distribution. Vendor will be required to mail the magazine and must have any and all necessary USPS permits. The breakdown of subscribers is: 97% USA, 2% Canada, 1% International.
- Mailing list is maintained in-house. An updated list is provided for each issue.
- Office copies (generally 150, with more for special issues) shipped to Yakima, WA.
- For some special issues, GFG may request printer to hold some office copies for later shipment to industry events in U.S.

PROPOSED COSTS – RFP # 2025-GMPS

1. PRINTING COSTS

Please provide proposed costs for printing and preparation of Good Fruit Grower magazine with these specifications:

Trim size: 9" by 12"

Paper: 60-pound, #3 gloss book

Ink: 4-color

Bindery: Saddlestitch on 12" edge

Quantity: 10,600

Total charge for print run and bindery for one issue each at the following page counts (all self-cover).
(Please include only charges for prepress, printing, ink, paper, stitching and trimming.)

36 pages: \$ _____

48 pages: \$ _____

60 pages: \$ _____

Total charge for the same services with print quantity of 12,000:

84 pages: \$ _____

96 pages: \$ _____

2. MAILING PREPARATION COSTS

Please provide proposed costs for mailing preparation of Good Fruit Grower magazine for the following:

a. Domestic

U.S. copies: 10,000

Total charge for domestic mailing preparation: \$ _____
(Please include all charges for domestic mailing preparation, including ink-jet labeling, etc.)

Total charge for transferring to Post Office: \$ _____

Total charge for NCOA, NDI, CASS, etc. reporting: \$ _____
(Note: WSFC provides one Excel file with four separate lists: Canada, International, U.S. paid, U.S. promo.)

b. International and Canada

International copies: 100

Canada copies: 200

Total charge for international mailing preparation: \$ _____

Total charge for Canada mailing preparation: \$ _____

(Please include all charges for international and Canada mailing preparation and transfer to shipper, including bagging/envelopes, hand applied labels, etc.)

3. SHIPMENT COSTS

Please provide proposed costs for shipping preparation and freight charges for delivery of 200 copies of Good Fruit Grower magazine to Yakima, WA:

Total charge for shipping preparation: \$ _____

Total for freight charges to Yakima, WA: \$ _____

(Please include any additional charges, such as pallets for freight.)

4. TOTAL CONTRACT AMOUNT

Bidder will need to submit the total dollar amount (Sections 1-3) for the term of the contract.

\$ _____

5. STORAGE

Please provide proposed costs (per month) for storing 500 copies of one (1) issue of the magazine for later shipment to a trade show or to GFG's Yakima, Washington location.

Total monthly charge for storage: \$ _____

6. SAMPLE PUBLICATIONS

Please provide printed samples of the following:

- a. A full-color magazine printed on 60-pound, #3 gloss book. (Saddle stitching binding preferred. Magazine at same 9" by 12" size preferred.)
- b. A publication with a trim size of 9" by 12" (or as close to this size as available).

7. OTHER SERVICES

a. Please provide costs for other ancillary mailing prep services:

Belly bands \$ _____

Polybagging \$ _____

Tip-in inserts \$ _____

Blow-in inserts \$ _____

b. Please provide costs for a perfect bind, instead of saddlestitch, for the following page counts:

84 pages: \$ _____

96 pages: \$ _____

c. Please provide samples and costs of other printing services (i.e. special coatings, paper or color treatment) GFG could find useful to potentially showcase the magazine for its 80th anniversary in January 2026.



CONTRACT

No. 2025-GMPS

**FOR
MAGAZINE PRINTING SERVICES**

By and Between

WASHINGTON STATE FRUIT COMMISSION

and

XXXXXX

Dated: August 6, 2025

CONTRACT
No. 2025-GMPS
COMPETITIVE SOLICITATION No. 2025-GMPS
MAGAZINE PRINTING SERVICES

This Contract ("Contract") is made and entered into by and between the State of Washington acting by and through the Washington State Fruit Commission ("WSFC"), a Washington State governmental agency and XXXXX a publication agency ("Contractor") and is dated and effective as of August 6, 2025.

RECITALS

- A. Pursuant to Legislative direction codified in RCW 39.26, WSFC is authorized to competitively solicit and award contracts for goods and/or services for use by WSFC.
- B. WSFC issued Solicitation No. 2025-GMPS dated May 1, 2025, for the purpose of obtaining a contractor for Magazine Printing Services in accordance with its authority under RCW 39.26.
- C. WSFC evaluated all responses to the Competitive Solicitation and identified Contractor as the apparent successful bidder.
- D. WSFC has determined that entering into this Contract will meet the identified needs and be in the best interest of the State of Washington.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

- 1. Term.** The term of this Contract commences August 6, 2025, ending September 30, 2027, with an option to renew annually for two (2) additional years upon agreement by both parties.
- 2. SCOPE – INCLUDED SERVICES AND PRICE.**
 - 2.1. **CONTRACT SCOPE.** Pursuant to this Contract, Contractor is authorized to provide only those services set forth in *Exhibit A – Included Services* for the prices set forth in *Exhibit B – Prices for Services*.
 - 2.2. **STATE’S ABILITY TO MODIFY SCOPE OF CONTRACT.** Subject to mutual agreement between the parties, WSFC reserves the right to modify the services included in this Contract; *Provided*, however, that any such modification shall be effective only upon ten (10) days advance written notice; and *Provided further*, that any such modification must be within the scope of the Competitive Solicitation and this Contract.
 - 2.3. **ECONOMIC ADJUSTMENT.** Nine (9) months after the effective date of this Contract (May 2026) and for every May thereafter, Contractor may negotiate with WSFC the prices set forth in *Exhibit B to accommodate increased material costs, if Contractor provides proof of cost increases via letter from the paper mill*.

- 2.4. PRICE CEILING. Although Contractor may offer lower prices to WSFC, during the term of this Contract, Contractor guarantees to provide the Services at no greater than the prices set forth in *Exhibit B - Prices for Services*.

3. CONTRACTOR REPRESENTATIONS AND WARRANTIES. Contractor makes each of the following representations and warranties as of the effective date of this Contract and at the time of performance pursuant to this Contract. If, at the time of performance, Contractor cannot make such representations and warranties, Contractor shall not perform and shall, within three (3) business days notify WSFC, in writing, of such breach.

- 3.1. QUALIFIED TO DO BUSINESS. Contractor represents and warrants that it is in good standing and qualified to do business in the State of Washington, that it is registered with the Washington State Department of Revenue and the Washington Secretary of State, that it possesses and shall keep current all required licenses, permits, and/or approvals, and that it is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.
- 3.2. LICENSES; CERTIFICATIONS; AUTHORIZATIONS; & APPROVALS. Contractor represents and warrants that Contractor possesses and shall keep current during the term of this contract all required licenses, certifications, permits, authorizations, and approvals necessary for Contractor's proper performance of this contract.
- 3.3. SUSPENSION & DEBARMENT. Contractor represents and warrants that neither it nor its principals or affiliates presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental Contract by any governmental department or agency within the United States.
- 3.4. PERFORMANCE OF SERVICES. Contractor represents and warrants that in performing this Contract, Contractor shall
- (a) Perform its obligations in a timely, professional, and workmanlike manner consistent with standards in the profession;
 - (b) Meet or exceed the performance and operational standards and specifications in this Contract;
 - (c) Provide all contractual requirements in good quality with no material defects;
 - (d) Not interfere with the State's operations;
 - (e) Obtain and maintain all necessary licenses, certifications, permits, or other authorizations necessary for the performance of the Contract;
 - (f) Possess all necessary software, equipment, personnel, or supplies necessary for the performance of the Contract;
 - (g) Cooperate with WSFC to achieve the objectives of the Contract;
 - (h) Return to WSFC any agency-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract;
 - (i) Comply with all Washington State physical and IT security policies and standards which will be made available upon request; and
 - (j) Provide WSFC priority in performance of this Contract except as mandated by federal disaster response requirements.

Notwithstanding any provision to the contrary, any breach under this paragraph is considered a material breach.

- 3.5. WAGE VIOLATIONS. Contractor represents and warrants that neither it nor its principals or affiliates presently are determined by a final order of the Washington Department of Labor and Industries or a Court, to be in willful violation of state wage laws.
- 3.6. CIVIL RIGHTS – NON-DISCRIMINATION. In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.
Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the State or local Agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). Additionally, program information may be made available in languages other than English.
To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Mail Stop 9410, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.
- 3.7. EXECUTIVE ORDER 18-03 – WORKERS’ RIGHTS [IF APPLICABLE]. Contractor represents and warrants, that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.
- 3.8. WASHINGTON SMALL BUSINESS [IF APPLICABLE]. Contractor represents and warrants, as previously certified in Contractor’s Bidder Certification, that Contractor qualifies as a Washington Small Business pursuant to RCW 39.26.010.
- 3.9. CERTIFIED VETERAN-OWNED BUSINESS [IF APPLICABLE]. Contractor represents and warrants, as previously certified in Contractor’s Bidder Certification, that Contractor qualifies as a Certified Veteran-Owned Business pursuant to RCW 43.60A.190.
- 3.10. PROCUREMENT ETHICS & PROHIBITION ON GIFTS. Contractor represents and warrants that it complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to State employees.
- 3.11. ADVERTISING AND ENDORSEMENT. Contractor understands and acknowledges that neither WSFC nor the State of Washington are endorsing Contractor’s services or suggesting that such services are the best or only solution to their needs. Accordingly, Contractor represents and warrants that it shall make no reference to WSFC or the State of Washington in any promotional material without the prior written consent of WSFC.

- 3.12. FINANCIALLY SOLVENT. Contractor represents and warrants that Contractor has not commenced bankruptcy proceedings and that there are no judgments, liens, or encumbrances of any kind affecting title to any Goods and/or Services that are the subject of this Contract.
- 3.13. OPERATIONAL CAPABILITY. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor has the operational and financial capability to perform the Contract.
- 3.14. CONTRACT TRANSITION. Contractor represents and warrants that, in the event this Contract is transitioned to another contractor (e.g., Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist WSFC for a period of sixty (60) days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington.

4. PERFORMANCE OF SERVICES.

- 4.1 PERFORMANCE REQUIREMENTS. Contractor must ensure that its services are performed as required by this Contract, including, without limitation, the requirements set forth in *Exhibit A*. In addition, Contractor agrees to conduct "pull" checks every 250 copies on final binding.
- 4.2 DELIVERY OF SERVICES. Contractor understands and acknowledges that, Contractor may be required, upon request, to perform contracted services on-site at WSFC's designated location in Washington State. On-site services may include, but not limited to, attending meetings at WSFC's location. Prices set forth in *Exhibit B – Prices for Services* shall include costs associated to the delivery of such services on-site at WSFC's location.
- 4.3 TECHNOLOGY EQUIPMENT AND ACCESS. Contractor is responsible for providing all equipment and access required to perform services as defined in this contract, including but not limited to video conferencing ability using webinar platforms such as Microsoft Teams and Zoom.
- 4.4 ON SITE REQUIREMENTS. While on WSFC premises, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with WSFC's physical, fire, access, safety, and security requirements.
- 4.5 CONTRACTOR SAFETY PLAN. If requested by WSFC, Contractor shall provide WSFC with a copy of Contractor's current health/safety plan. WSFC reserves the right to condition access to its premises upon receipt of Contractor's health/safety plan.
- 4.6 OWNERSHIP OF DELIVERABLES. Notwithstanding any provision to the contrary, the parties understand and agree that WSFC shall own all rights to any plans, reports, or other deliverables provided to WSFC pursuant to this Contract. The copyright in all works of authorship created pursuant to this Contract shall be owned by the State of Washington. All such works or portions of works created by the Contractor are hereby agreed to be "works made for hire" within the meaning of 17 U.S.C. § 201. If, however, the State of Washington is not able to obtain copyright ownership under the statutory provisions for "works made for hire," then Contractor hereby assigns to State of Washington all right, title, and interest in: (a) the copyright to Contractor's work of authorship ("Work") and contribution to any such Work ("Contribution"); (b) any registrations and copyright applications, along with any renewals and extensions thereof, relating to the Contribution or the Work; (c) all works based upon, derived from, or incorporating the Contribution or the Work; (d) all income, royalties, damages, claims and payments now or hereafter due or payable with respect to the Contribution or the Work; (e) all causes of action, either in law or in equity, for past,

present, or future infringement of copyright related to the Contribution or the Work, and all rights corresponding to any of the foregoing, throughout the world. In addition, to the extent any applicable law or treaty prohibits the transfer or assignment of any moral rights or rights of restraint the Contractor has in the Contribution or the Work, the Contractor waives those rights as to State of Washington, its successors, licensees, and assigns.

- 4.7 CONTRACTOR KEY STAFF CHANGES. Except in the case of a leave of absence, sickness, death, termination of employment or unpaid or paid leave of absence, agreed upon Key Staff must not be changed during the term of this contract. Otherwise, any change in Key Staff must be agreed in writing between the parties. During the term of the Contract, WSFC reserves the right to approve or disapprove of Contractor and Subcontractor Key Staff assigned to perform services as required by this contract, or to require the removal or reassignment of any Contractor or Subcontractor Key Staff found unacceptable by WSFC, subject to WSFC's compliance with applicable laws and regulations. Contractor must provide WSFC with a resume of any member of its Key Staff or a Subcontractor's Key Staff assigned to or proposed for any aspect of performance under this Contract prior to commencing any Services.

In the event that proposed Contractor resources are unavailable to deliver the work, Contractor must staff the project with resources with equal or greater skills and capabilities, subject to approval from WSFC.

WSFC must be notified of any change in Contractor Key Staff as soon as practicable but in no event less than five (5) working days after removal of such staff from their duties in support of this Contract. Contractor must provide resumes and describe the roles and responsibilities of any replacement staff to WSFC as soon as practicable but in no event less than five (5) working days prior to the date that such staff begin work under this Contract. WSFC reserves the right, in its sole judgement, to approve or reject such replacement staff. WSFC's approval of such staff will not be unreasonably withheld.

5. INVOICING & PAYMENT.

- 5.1 CONTRACTOR INVOICE. Contractor shall submit to WSFC's designated invoicing contact.

Such invoices shall itemize the following:

- (a) Contract No. 2025-GMPS;
- (b) Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative);
- (c) Contractor's Federal Tax Identification Number;
- (d) Description of Services and Deliverables provided;
- (e) Net invoice Price for each Service or Deliverables;
- (f) Applicable taxes;
- (g) Total invoice amount; and
- (h) Payment terms, including any available prompt payment discounts.

Contractor's invoices for payment shall reflect accurate Contract prices. Invoices will not be processed for payment until receipt of a complete invoice as specified herein. WSFC shall have no obligation to pay Contractor for any services that do not comply with this Contract.

- 5.2 PAYMENT. Payment is the sole responsibility of, and will be made by, WSFC. Payment is due within thirty (30) days of invoice.
- 5.3 OVERPAYMENTS. Contractor promptly shall refund to WSFC the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) days of written notice to Contractor; *Provided*, however, that WSFC shall have the right to elect to have either direct payments or written credit memos issued.
- 5.4 NO ADVANCE PAYMENT. No advance payments shall be made for any products or services furnished by Contractor pursuant to this Contract.
- 5.5 NO ADDITIONAL CHARGES. Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, or payment processing.
- 5.6 TAXES/FEES. Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Contract. Failure to do so shall constitute breach of this Contract. Unless otherwise agreed, WSFC shall pay applicable sales tax imposed by the State of Washington on purchased services. Contractor, however, shall not make any charge for federal excise taxes and WSFC agrees to furnish Contractor with an exemption certificate where appropriate.

6. CONTRACT MANAGEMENT.

- 6.1 CONTRACT ADMINISTRATION & NOTICES. Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of contract administration for this Contract. WSFC's contract administrator shall provide contract administrative oversight. Contractor's contract administrator shall be Contractor's principal contact for invoice/billing activities under this Contract. The parties may change contract administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

WSFC

Attn: Tammy Marquis
WSFC
105 S. 18th St., STE #205
Yakima, WA. 98901
Tel : (509) 453-4837
Email : tammy@wastatefruit.com

Contractor

Attn:

Tel:
Email:

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

- 6.2 CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE. Contractor shall designate a customer service representative (and inform WSFC of the same) who shall be responsible for addressing WSFC's issues pertaining to this Contract.

- 6.3 LEGAL NOTICES. Any legal notices required or desired shall be in writing and delivered by U.S. certified mail, return receipt requested, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

WSFC

Attn: Tammy Marquis
WSFC
105 S. 18th St., STE #205
Yakima, WA. 98901
Email: legal@wastatefruit.com

Contractor

Attn:

Email:

Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if emailed, upon transmission to the designated email address of said addressee.

7. RECORDS RETENTION & AUDITS.

- 7.1 RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Contract or final payment, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 7.2 AUDIT. WSFC reserves the right to audit or have a designated third-party audit, applicable records to ensure that Contractor has properly invoiced WSFC. Accordingly, Contractor shall permit WSFC and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Contract or final payment, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

8. INSURANCE.

- 8.1 REQUIRED INSURANCE. During the Term of this Contract, Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit C– Insurance Requirements*.
- 8.2 WORKERS COMPENSATION. Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, WSFC may terminate this Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. In addition, Contractor waives its immunity under RCW Title 51 to the extent it is required to indemnify, defend, and hold harmless the State of Washington and its agencies, officials, agents, or employees.

9. CLAIMS.

- 9.1 ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES. Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees and agents in connection with Contractor's operations under this Contract. WSFC has made no representations regarding any factor affecting Contractor's risks. Contractor shall pay for all damage to any WSFC's property resulting directly or indirectly from its acts or omissions under this Contract, even if not attributable to negligence by Contractor or its agents.
- 9.2 THIRD-PARTY CLAIMS; INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless WSFC and its employees and agents from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "claims") arising from any act or omission of Contractor or its successors, agents, and subcontractors under this Contract, except claims caused solely by WSFC's negligence. Contractor shall take all steps needed to keep WSFC's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.

10. DISPUTE RESOLUTION.

- 10.1. The parties shall cooperate to resolve any dispute pertaining to this Contract efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such a situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior manager of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.

11. SUSPENSION & TERMINATION; REMEDIES.

- 11.1 SUSPENSION & TERMINATION FOR DEFAULT. WSFC may suspend Contractor's operations under this Contract immediately by written cure notice of any default. Suspension shall continue until the default is remedied to WSFC's reasonable satisfaction; *Provided*, however, that, if after twenty (20) days from such a suspension notice, Contractor remains in default, WSFC may terminate Contractor's rights under this Contract. All of Contractor's obligations to WSFC survive termination of Contractor's rights under this Contract, until such obligations have been fulfilled.
- 11.2 DEFAULT. Each of the following events shall constitute default of this Contract by Contractor:
- (a) Contractor fails to perform or comply with any of the terms or conditions of this Contract;
 - (b) Contractor breaches any representation or warranty provided herein; or
 - (c) Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary.
- 11.3 REMEDIES FOR DEFAULT.

- (a) WSFC's rights to suspend and terminate Contractor's rights under this Contract are in addition to all other available remedies.
- (b) In the event of termination for default, WSFC may exercise any remedy provided by law including, without limitation, the right to procure replacement services. In such event, Contractor shall be liable to WSFC for damages as authorized by law including, but not limited to, any price difference between the Contract price and the replacement or cover price as well as any administrative and/or transaction costs directly related to such replacement procurement – e.g., the cost of the competitive procurement.

11.4 LIMITATION ON DAMAGES. Notwithstanding any provision to the contrary, the parties agree that in no event shall any party be liable to the other for exemplary or punitive damages.

11.5 GOVERNMENTAL TERMINATION.

- (a) Termination for Withdrawal of Authority. WSFC may suspend or terminate this Contract if, during the term hereof, WSFC's procurement authority is withdrawn, reduced, or limited such that WSFC, in its judgment, would lack authority to enter into this Contract; *Provided*, however, that such suspension or termination for withdrawal of authority shall only be effective upon twenty (20) days prior written notice; and *Provided further*, that such suspension or termination for withdrawal of authority shall not relieve WSFC from payment for services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such suspension or termination for withdrawal of authority, WSFC shall not have any obligation or liability to Contractor.
- (b) Termination for Public Convenience. WSFC, for public convenience, may terminate this Contract; *Provided*, however, that such termination for public convenience must, in WSFC's judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for public convenience shall only be effective upon sixty (60) days prior written notice; and *Provided further*, that such termination for public convenience shall not relieve WSFC from payment for services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for public convenience, WSFC shall not have any obligation or liability to Contractor.
- (c) Loss of Funding. In the event that funding necessary to the agency's performance under this Contract is withdrawn, reduced, or limited in any way after the effective date and prior to its normal completion, due to the agency's budgetary constraints or the elimination of one or more of the agency's programs, the agency may summarily terminate this Contract as to the funds withdrawn, reduced, or limited or the elimination of a program notwithstanding any other termination provisions of this Contract. If the level of funding is withdrawn, reduced or limited or the elimination of a program is so great that the agency deems that the continuation of the performance of obligations is no longer in the best interests of the agency, the agency may summarily terminate this Contract in whole notwithstanding any other termination provision of the Contract. Termination under this section shall be effective upon receipt of written notice thereof.

- 11.6 TERMINATION PROCEDURE. Regardless of basis, in the event of suspension or termination (in full or in part), the parties shall cooperate to ensure an orderly and efficient suspension or termination.

12. GENERAL PROVISIONS.

- 12.1 TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Contract.
- 12.2 COMPLIANCE WITH LAW. Contractor shall comply with all applicable law.
- 12.3 INTEGRATED AGREEMENT. This Contract constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- 12.4 AMENDMENT OR MODIFICATION. Except as set forth herein, this Contract may not be amended or modified except in writing and signed by a duly authorized representative of each party.
- 12.5 AUTHORITY. Each party to this Contract, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Contract and that its execution, delivery, and performance of this Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 12.6 NO AGENCY. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Contract. Neither party is an agent of the other party nor authorized to obligate it.
- 12.7 ASSIGNMENTS. Contractor may not assign its rights under this Contract without WSFC's prior written consent and WSFC may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor provides written notice to WSFC within thirty (30) days, Contractor may assign its rights under this Contract in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Contract notwithstanding any prior assignment of its rights.
- 12.8 BINDING EFFECT; SUCCESSORS & ASSIGNS. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 12.9 PUBLIC INFORMATION. This Contract and all related documents are subject to public disclosure as required by Washington's Public Records Act, RCW 42.56.
- 12.10 ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED SERVICES. Contractor irrevocably assigns to WSFC, on behalf of the State of Washington, any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any services provided in Washington for the purpose of carrying out the Contractor's obligations under this Contract, including, at WSFC's option, the right to control any such litigation on such claim for relief or cause of action.
- 12.11 FORCE MAJEURE. Except for payment of sums due, neither party shall be liable to the other or deemed in breach under this Contract if, and to the extent that, such party's performance of

this Contract is prevented by reason of force majeure. The term “force majeure” means an occurrence that causes a delay that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences. If either party is delayed by force majeure, said party shall provide written notification within forty-eight (48) hours. The notification shall provide evidence of the force majeure to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of same shall likewise be provided. So far as consistent with the rights reserved below, the time of completion shall be extended by Contract amendment for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Contract. Notwithstanding any provision to the contrary, in the event that a Contractor-declared force majeure event lasts for more than thirty (30) days, WSFC shall have the right to terminate the Contract and/or purchase the services set forth in this Contract; *Provided*, however, that in such event, Contractor shall not be liable to WSFC for any price difference for such services.

- 12.12 FEDERAL FUNDS. To the extent that WSFC uses federal funds to purchase services pursuant to this Contract, WSFC shall specify any applicable requirement or certification that must be satisfied by Contractor as a condition of payment and Contractor shall adhere to such applicable federal requirements and/or certifications.
- 12.13 SEVERABILITY. If any provision of this Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Contract, and to this end the provisions of this Contract are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Contract.
- 12.14 WAIVER. Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Contract, nor shall any purported oral modification or rescission of this Contract by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.
- 12.15 SURVIVAL. All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Contract shall survive and remain in effect following the expiration or termination of this Contract, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
- 12.16 GOVERNING LAW. The validity, construction, performance, and enforcement of this Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules.
- 12.17 JURISDICTION & VENUE. In the event that any action is brought to enforce any provision of this Contract, the parties agree to submit to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.

- 12.18 ATTORNEYS' FEES. In the event of litigation or other action brought to enforce the terms of this Contract or alternative dispute process, each party agrees to bear its own attorneys' fees and costs.
- 12.19 FAIR CONSTRUCTION & INTERPRETATION. The provisions of this Contract shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Contract. Each party hereto and its counsel has reviewed and revised this Contract and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Contract. Each term and provision of this Contract to be performed by either party shall be construed to be both a covenant and a condition.
- 12.20 FURTHER ASSURANCES. In addition to the actions specifically mentioned in this Contract, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Contract.
- 12.21 EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Contract in their entirety.
- 12.22 CAPTIONS & HEADINGS. The captions and headings in this Contract are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Contract nor the meaning of any provisions hereof.
- 12.23 ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Contract or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract or such other ancillary agreement for all purposes.
- 12.24 NONDISCRIMINATION.
- (a) Nondiscrimination Requirement. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.
 - (b) Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3).
 - (c) Default. Notwithstanding any provision to the contrary, WSFC may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until WSFC receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), WSFC may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may

be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

- (d) Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. WSFC shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe WSFC for default under this

12.25 COUNTERPARTS. This Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Contract at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Contract.

12.26 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE "ADA" 28 CFR PART 35. The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

13 QUALITY; WARRANTY; REMEDIES

- 13.1 GOODS WARRANTY. Contractor warrants that, for a period of twelve (12) months from the date when the Goods are put into use, or eighteen (18) months after delivery of the Goods, whichever is later ("Goods Warranty Period"), the Goods: (a) are free from defects in design, material, and workmanship; (b) are fit and safe for the intended purposes and appropriate for the specified application(s) (if any); (c) are consistent with recognized industry quality standards; (d) comply with the requirements, specifications, drawings, standards, and descriptions included in this Contract; and (e) are produced and delivered in full compliance with applicable law ("Goods Warranty"). Contractor further warrants that it has good and marketable title to the Goods and shall keep WSFC property free of liens. If WSFC receives notice of a lien caused by Contractor, WSFC may withhold any payment otherwise due Contractor until Contractor submits proof, in a form satisfactory to WSFC, that all lienable claims have been fully paid or waived.
- 13.2 GOODS REMEDY. If Goods do not comply with the Goods Warranty – If WSFC identifies a problem after the printing and mailing of an issue of the magazine – Contractor agrees to respond within 4 hours and to take actionable steps within 24 hours to correct the problem at no cost to agency.
- 13.3 Contractor's Goods Warranty support shall include, at Contractor's sole expense, all technical support, parts, materials and equipment, and labor, including freight and "in/out" costs required to address the defect. If, in WSFC's judgment, repair or replacement is inadequate, or fails of its essential purpose, Contractor shall refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.
- 13.4 SERVICES WARRANTY. Contractor warrants that: (a) Services will be performed in a timely, efficient, professional, and workmanlike manner; (b) all Contractor personnel assigned to perform Services will have the necessary skill and training; and (c) Services will be performed in a manner consistent with the standard of care in the industry ("Services Warranty"). The Services Warranty will survive for a period of twelve (12) months after the date when Services are completed ("Services Warranty Period").
- 13.5 SERVICES REMEDY. If Services do not comply with the Services Warranty or are in any manner found to be nonconforming during the Services Warranty Period, Contractor promptly shall remedy the non-conformance, or at WSFC election, Contractor shall re-perform or correct the nonconforming Services at no additional cost to WSFC or refund the amounts paid for the Services.

14 SUBCONTRACTS/ASSIGNMENT.

- 14.1 Contractor shall not subcontract or assign its obligations under this contract without the prior written consent of the agency.

15 PRIVACY.

- 15.1 Personal information including, but not limited to, "Protected Health Information" collected, used, or acquired in connection with this contract shall be protected against unauthorized use, disclosure, modification, or loss. Contractor shall ensure its directors, Officers, employees, subcontractors, or agents use personal information solely for the purpose of

accomplishing the services set for in this agreement. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as otherwise required by law. Any breach of this provision may result in termination of the contract and the demand for the return of all personal information. The Contractor agrees to indemnify and hold harmless the department for any damage related to the contractor's unauthorized use of personal information.

16 SAFEGUARDING OF INFORMATION.

- 16.1 The Contractor shall not use or disclose personal information in any manner that would constitute a violation of federal law, the Health Insurance Portability and Accounting Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The Contractor agrees to comply with all federal and state laws and regulations, as currently enacted or revised, regarding data security and electronic data interchange of all Personal Information.
- 16.2 The Contractor shall protect Personal Information collected, used, or acquired in connection with this Contract, against unauthorized use, disclosure, modification, or loss. The Contractor shall ensure its directors, officers, employees, subcontractors, or agents use it solely for the purpose of accomplishing the services set for in this agreement. The Contractor and its Subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make it known to unauthorized persons without the express written consent of the AGENCY or as otherwise required by law. The Contractor agrees to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure of data in any form. The Contractor shall make the Personal Information available to amend as directed by Agency and incorporate any amendments into all the copies maintained by the Contractor or its Subcontractors.
- 16.3 The Contractor shall certify its return or destruction upon expiration or termination of this Contract and the Contractor shall retain no copies. If the Contractor and Agency mutually determine that return or destruction is not feasible, the Contractor shall not use the Personal Information in a manner other than those permitted or required by state and federal laws.
- 16.4 Agency reserves the right to monitor, audit, or investigate the use of Personal Information collected, used, or acquired by the contractor through this contract. The monitoring, auditing, or investigating may include, but is not limited to, "salting" by Agency. Salting is the act of introducing data containing unique but false information that can be used later to identify inappropriate disclosure of data.
- 16.5 The Contractor shall notify Agency in writing within 5 working days of becoming aware of any unauthorized access, use or disclosure. The contractor will take steps necessary to mitigate any known harmful effects of such unauthorized access including but not limited to sanctioning employees, notifying subjects, and taking steps necessary to stop further unauthorized access.
- 16.6 The Contractor agrees to indemnify and hold harmless Agency for any damages related to unauthorized use or disclosure by the Contractor, its officers, directors, employees, Subcontractors or agents. Any breach of this clause may result in termination of the contract and the demand for the return of all Personal Information.

17 DELIVERY & INSTALLATION.

- 17.1 DELIVERY REQUIREMENTS. Contractor must ensure that the Goods and/or Services are delivered or provided as required by this Contract, including the requirements set forth in

Exhibit A, or as otherwise mutually agreed in writing between WSFC and Contractor. The following apply to all deliveries:

- (a) Contractor shall make all deliveries to the applicable delivery location specified herein. Such deliveries shall occur during WSFC's normal work hours and within the time period mutually agreed in writing between Contractor and WSFC.
- (b) Contractor shall abide by Agency's preferred shipping methods – to be provided with each issue of the magazine, depending on quantity and location(s) to be sent – and within costs outlined in submitted bid.
- (c) All packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this Contract shall be identified by the Contract number set forth on the cover of this Contract and Good Fruit Grower magazine/publication date.

17.2 RECEIPT AND INSPECTION OF GOODS AND/OR SERVICES. Goods and/or Services purchased under this Contract are subject to WSFC's reasonable inspection, testing, and approval at WSFC's destination. WSFC reserves the right to reject and refuse acceptance of goods and/or services that are not in accordance with this Contract. If there are any apparent defects in the Goods and/or Services at the time of delivery, WSFC promptly will notify Contractor. At WSFC's option, and without limiting any other rights, WSFC may require Contractor to repair or replace, at Contractor's expense, any or all of the damaged goods and/or services or, at WSFC's option, WSFC may note any damage to the goods and/or services on the receiving report, decline acceptance, and deduct the cost of rejected goods and/or services from final payment.

EXECUTED as of the date and year first above written.

WASHINGTON STATE FRUIT COMMISSION

XXXXXXXX

By: _____

By: _____

Its:

Its:

**INCLUDED SERVICES
PERFORMANCE REQUIREMENTS**

[Insert Solicitation Exhibit B – Performance Requirements.]

**PRICES
FOR
PERFORMANCE REQUIREMENTS**

[Insert pricing as specified for performance requirements.]

INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION.** During the Term of this Contract, Contractor shall possess and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:
 - a. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial general liability insurance (and, if necessary, commercial umbrella liability insurance) covering bodily injury, property damage, products/completed operations, personal injury, and advertising injury liability on an 'occurrence form' that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) under the most recent version of form CG 00 01 in the amount of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. This coverage shall include blanket contractual liability coverage. This coverage shall include a cross-liability clause or separation of insured condition.
 - b. **WORKERS' COMPENSATION INSURANCE.** Contractor shall comply with applicable Workers' Compensation or Industrial Accident insurance providing benefits as required by law.
 - c. **EMPLOYER'S LIABILITY (STOP GAP) INSURANCE.** Employer's liability insurance (and, if necessary, commercial umbrella liability insurance) with limits not less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 bodily injury by disease policy limit.
 - d. **COMMERCIAL AUTOMOBILE LIABILITY INSURANCE.** Commercial automobile liability insurance covering the ownership, maintenance, and/or use of all owned/leased, non-owned, and hired vehicles used in the performance of the Contract, with limits of not less than \$1,000,000 per accident, combined single limit for bodily injury and property damage liability. Coverage shall be provided on Insurance Services Office (ISO) form number CA 0001 or an equivalent. The required limits can be satisfied by any combination of primary, umbrella, or excess policy.

The insurance coverage limits set forth herein are the minimum. Contractor's insurance coverage shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits. Contractor waives all rights against the State of Washington for the recovery of damages to the extent such damages are covered by any insurance required herein.

2. **INSURANCE CARRIER RATING.** Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. WSFC reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
3. **ADDITIONAL INSURED.** Commercial General Liability, Commercial Automobile Liability, and Pollution Liability Insurance shall include the State of Washington and all authorized Purchasers (and their agents, officers, and employees) as Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.

4. **CERTIFICATE OF INSURANCE.** Prior to execution of the Contract, Contractor shall furnish to WSFC, as evidence of the insurance coverage required by this Contract, a certificate of insurance satisfactory to WSFC that insurance, in the above-stated kinds and minimum amounts, has been secured. In addition, no less than ten (10) days prior to coverage expiration, Contractor shall furnish to WSFC an updated or renewed certificate of insurance, satisfactory to WSFC, that insurance, in the above-stated kinds and minimum amounts, has been secured. Failure to maintain or provide proof of insurance, as required, will result in contract cancellation. **All policies and certificates of insurance shall include the Contract number stated on the cover of this Contract.** All certificates of Insurance and any related insurance documents shall be delivered to WSFC by U.S. mail, postage prepaid, or sent via email, and shall be sent to the address or email address set forth below or to such other address or email address as WSFC may specify in writing:

US Mail: Contracts & Procurement – Contract Insurance Certificate
Contract No. 2025-GMPS – Magazine Printing Services
Attn: Tammy Marquis
WSFC
105 S. 18th St., STE #205
Yakima, WA. 98901

Email: tammy@wastatefruit.com
Note: For Email notice, the Email Subject line must state:
**Contract Insurance Certificate – Contract No. 2025-GMPS -
Magazine Printing Services**

5. **PRIMARY COVERAGE.** Contractor's insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Purchaser. All insurance or self-insurance of the State of Washington and/or Purchasers shall be excess of any insurance provided by Contractor or subcontractors.
6. **WAIVER OF SUBROGATION.** Contractor waives all rights of subrogation against the State of Washington and any Purchaser for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.
7. **NOTICE OF CHANGE OR CANCELLATION.** There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least sixty (60) days prior written Legal Notice by Contractor to WSFC. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Contract number stated on the cover of this Contract.
8. **EXTENDED REPORTING PERIOD.** If any required insurance coverage is on a claims-made basis (rather than occurrence), Contractor shall maintain such coverage for a period of no less than three (3) years following expiration or termination of the Contract.

GOOD FRUIT GROWER

2025

Edit/Ad Deadlines & Production/Mailing Schedule

ISSUE	COPY DEADLINE	EDITING DEADLINE	AD DEADLINE	MAILING LISTS DUE	ISSUE CLOSE	MAIL DATE
2025						
January 1 <i>Economic Outlook</i>	Nov. 25	Dec. 2	Dec. 6	Dec. 12	Dec. 16	Dec. 23
January 15 <i>Postharvest</i>	Dec. 11	Dec. 16	Dec. 20	Dec. 26	Dec. 30	Jan. 8
February 1 <i>Horticulture/Viticulture</i>	Dec. 31	Jan. 6	Jan. 10	Jan. 16	Jan. 21	Jan. 27
February 15 <i>Disease Management</i>	Jan. 15	Jan. 21	Jan. 24	Jan. 30	Feb. 3	Feb. 10
March 1 <i>Pest Management</i>	Jan. 29	Feb. 3	Feb. 7	Feb. 13	Feb. 18	Feb. 24
March 15 <i>Crop Management/Pollination</i>	Feb. 12	Feb. 18	Feb. 21	Feb. 27	Mar. 3	Mar. 10
April 1 <i>Nutrient and Water Management</i>	Feb. 26	Mar. 3	Mar. 7	Mar. 13	Mar. 17	Mar. 25
April 15 <i>Soils and Weed Management</i>	Mar. 12	Mar. 17	Mar. 21	Mar. 27	Mar. 31	Apr. 8
May 1 <i>Labor</i>	Mar. 26	Mar. 31	Apr. 4	Apr. 10	Apr. 14	Apr. 24
May 15 <i>Cherries</i>	Apr. 9	Apr. 14	Apr. 18	Apr. 24	Apr. 28	May 8
June <i>New Varieties</i>	Apr. 30	May 5	May 9	May 15	May 19	May 27
July <i>Summer Fruits</i>	May 28	June 2	June 6	June 12	June 16	June 24
August <i>New Technology/Buyers' Guide</i>	July 1	July 7	July 11	July 17	July 21	July 28
September <i>Pears</i>	July 30	Aug. 4	Aug. 8	Aug. 14	Aug. 18	Aug. 25
October <i>Apples</i>	Aug. 27	Sept. 2	Sept. 5	Sept. 11	Sept. 15	Sept. 24
November <i>Grapes</i>	Oct. 1	Oct. 6	Oct. 10	Oct. 16	Oct. 20	Oct. 27
December <i>Grower of the Year/Convention Special</i>	Oct. 22	Oct. 27	Oct. 31	Nov. 6	Nov. 12	Nov. 21
2026						
Jan. 1, 2026 <i>Economic Outlook</i>	Nov. 24	Dec. 1	Dec. 5	Dec. 11	Dec. 15	Dec. 23
Jan. 15, 2026 <i>Postharvest</i>	Dec. 10	Dec. 15	Dec. 19	Dec. 23	Dec. 30	Jan. 8

HOLIDAY

SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
	JANUARY 1					
14	15	16	17	18	19	20
21	22	23	24	25	26	27
	JANUARY 15					
28	29	30	31			
	JANUARY 15					