



# Snohomish County Purchasing Division

## General Bid Terms and Conditions

Revision Date: March 20, 2015

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## **1.0 Instructions to Bidders**

### **1.1 Addenda**

If at any time, the County changes, revises, deletes, clarifies, increases, or otherwise modifies the Invitation to Bid, the County will issue a written Addendum. Bidders must register as Plan Holders to be notified of addenda pertaining to the Invitation to Bid. It is the Bidder's responsibility to check for Addenda. Failure to acknowledge Addenda with the sealed bid may cause the submittal to be considered non-responsive. To allow Bidders sufficient time to prepare, significant Addenda that are issued less than five (5) working days prior to the Bid Response due date will result in an extension of the Bid Response due date.

### **1.2 Alterations to Bid Documents**

Any addition, limitation, provision, or condition made or attached to the Bid Documents by the Bidder may render it non-responsive.

### **1.3 Balance of the Line Discount**

The balance of the line discount shall be used to establish prices for future unidentified requirements and/or to set pricing for items that may either be replaced with newer models and/or developed during the term of this Bid. Wherever indicated in the Bid Documents, Bidder shall indicate the percentage discount from the manufacturer's published price list(s) or catalogs. The percentage discount shall remain firm for the duration of the Bid. The price list(s) which is submitted with the Bid Response must be current and in effect at the time of Bid opening. The balance of line discount shall be equal in value to the discount offered for identified items.

### **1.4 Bid Response Effective Date**

All Bid Responses shall be firm for a minimum of one hundred and twenty (120) calendar days after the date of Bid opening. The County may request Bidders grant an extension of a Bid Responses' effective period if needed to adequately evaluate and award the Bid Responses.

### **1.5 Bid Documents Plan Holder List**

Bidders that did not obtain the Bid Documents directly from the County's website are encouraged to register on the County's website to ensure they are listed as Plan Holders and receive any future communication or addendum. It is the Bidder's responsibility to register to receive Addenda. To register as a Plan Holder, please access the County's Purchasing Division website at:  
<http://snohomishcountywa.gov/list.aspx>.

### **1.6 Clarification on Bid Requirements and Specifications**

Any prospective Bidder may submit questions to obtain necessary clarifications on the Bid. Additionally, any prospective Bidder may contest the requirements of the Bid if they believe the Bid unduly constrains competition or contains criteria that are inadequate or improper.

The County reserves the right to modify requirements and/or support specifications. Should the question(s) identify a justifiable change(s), an addendum detailing the modifications shall be publicly

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posted. All questions and clarifications regarding the Bid must be submitted in writing or delivered electronically to [purchasing@snoco.org](mailto:purchasing@snoco.org) on or before the Questions due date expressed in the Bid Documents, which will be at least seven calendar days prior to the Bid Response due date.

Additional information is available under the Protest subsection.

### **1.7 Collusion**

By signing the Bid Response, the Bidder certifies that they have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding. If the County determines that collusion has occurred, none of the Bid Responses from the participants of such collusion will be considered. The County's determination will be final.

### **1.8 Conflict of Interest**

The Bidder shall disclose whether the Bidder is an immediate family member of or engaged in any business enterprise with a County employee or an elected or appointed official with authority to award the Bid. Such disclosure shall be in writing on the form provided in the Bid Documents.

### **1.9 Cost of Bid Responses and Samples**

The County is not liable for any costs incurred by Bidder in the preparation and evaluation of Bids submitted. Samples of items required must be submitted to the location and by the time specified. Unless otherwise specified, samples shall be submitted with no expense to the County.

### **1.10 Definitions**

The following definitions shall apply to this document:

**Addendum:** Document posted on the County's website and released to Plan Holders to clarify and/or modify the Bid Documents. (**Addenda**-plural/more than one Addendum).

**Bid:** A formal competitive solicitation to provide goods or services as specified in compliance with state and county laws. The Bid is comprised of the Bid Documents. Also, referred to as Invitation to Bid.

**Bid Award:** The County shall award to the lowest responsible Bid Response as defined in the Award and Evaluation Section of this document.

**Bid Documents:** Invitation to Bid Documents that include the Bid and General Bid Terms and Conditions.

**Bid Response:** A submission to the Bid from a Bidder, may also be referred to as Bid Submittals.

**Bidder:** Any company, individual, or firm, which submits a Bid Response.

**Contract:** An agreement or purchase order that subsequently defines and binds the County and Supplier as a result of the Bid Award.

**County:** Snohomish County, Washington, may also be referred to as "**Owner**" or "**County**".

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**County Council:** Legislative Authority of Snohomish County.

**May:** An optional condition as opposed to a mandatory requirement.

**Plan Holder:** Any party that has received or downloaded the Bid Documents from the County's website.

**Protestor:** Any party that is allegedly aggrieved by the requirements and/or proposed award of the Bid,

**RCW:** Revised Code of Washington, state laws.

**SCC:** Snohomish County Code, county laws.

**Shall:** A mandatory requirement.

**Supplier:** Any Bidder who is awarded the entire Bid or a portion thereof (may also be referred to as "Vendor", "Consultant", and/or "Contractor").

**1.11 Estimates**

The quantities appearing in the Bid Documents are approximate only and are prepared for the solicitation of Bid Responses. Payment to the Supplier shall be made only for the actual quantities of items furnished in accordance with the Bid Award and ordered on a purchase order, and it is understood that the scheduled quantities of items to be furnished may be increased, decreased, or omitted without in any way invalidating Bid Response unit prices.

**1.12 Oral Representation**

Any oral communications shall be considered unofficial and non-binding on the County. Any deviation from this policy or attempt to directly contact or influence any County employee(s) or officials may result in disqualification of the Bidder. Any changes to the Bid shall be documented in a written Addendum and shall be provided to all registered Plan Holders.

**1.13 Product Substitutions**

Specifications are intended to show kind and qualities required and are not intended to be restrictive. Additional Bid Responses that are equal to, or exceed the requirements stated in the Bid Documents are invited.

The County hereby reserves the right to approve, as an equal, or to reject, as not being equal, any article the Bidder proposes to furnish which contains major or minor variations from specification requirements but may comply substantially therewith.

**1.14 Rejection of Bid Responses**

The County reserves the right, in its sole discretion, to reject Bid Responses, waive informalities and irregularities in Bid Responses, and not award Bids.

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### **1.15 Shipping Charges**

All prices shall include freight FOB destination, freight included to the designated delivery point. Additional charges such as fuel surcharges will not be accepted by the County. If the delivery combines items from more than one purchase order, separate packing slips shall be included in the shipment.

### **1.16 Submission of Bid Responses**

All Bid Responses must be submitted in a sealed envelope plainly marked with the Bidder's name, the Bid number and title. A suggested label template is included in the Bid Document. No responsibility shall attach to the County, or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a Bid Response not properly addressed and identified. Bid Responses are time-stamped upon receipt. Bid Responses time-stamped after the due date and time will be returned unopened to the Bidder.

All Bid Responses shall be submitted on the Bid forms provided in the submittal section of the Bid Document. All figures must be written in ink, typed, or printed. Mistakes may be crossed out and corrections may be inserted adjacent thereto and initialed in ink by the person signing the Bid Response. If there are any discrepancies between unit prices offered and the extended total, the unit price shall prevail.

FAXED BID RESPONSES OR BID RESPONSES SENT BY EMAIL ARE NOT ALLOWED AND SHALL NOT BE CONSIDERED.

**Mail Bid Responses to:      Snohomish County  
   Purchasing Division  
   3000 Rockefeller Avenue, M/S 507  
   Everett, WA 98201  
   Attention: Purchasing Manager**

Regardless of the method used for delivery, Bidder shall be wholly responsible for the timely delivery of submitted Bid Responses.

Information on submitting Bid Responses is available in the Bid Documents. Bidders are encouraged to use recycled products and only print and submit those items required in the Bid submittal section of the Bid Document.

### **1.17 Withdrawal of Bid Response**

Bidder may request withdrawal of its sealed, submitted Bid Response, prior to the scheduled Bid opening time, provided the request for withdrawal is submitted to the Purchasing Manager in writing. Bid Responses must then be re-submitted and time stamped in accordance with the Bid Document in order to be accepted.

Should a Bidder recommended for award withdraw its Bid Response, or if an awarded Bidder should breach the Contract, that Bidder may be deemed non-responsible for a period of up to two (2) years.

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## **2.0 Evaluation and Bid Award:**

### **2.1 Method of Bid Award**

Bid Award will be made to the lowest responsible Bidder(s). Awards will be made of all items on a lot basis, item-by-item basis, and/or entire bid basis as is in the best interest of the County.

### **2.2 Responsible Bidder**

The County will consider all the material submitted by the Bidder, and other evidence it may obtain otherwise, to determine whether the Bidder is in compliance with the terms and conditions set forth in the Bid and deemed responsive to the Bid.

In determining the responsiveness to the Bid and responsibility of the bidder, the County may consider the ability, capacity and skill to perform or provide the service required (inspection of the bidder's facility may be required prior to award); the character, integrity, reputation, judgment and efficiency; financial resources to perform properly and within the times specified; the quality and timeliness of performance on previous contracts with the County and other agencies.

### **2.3 Protests**

In order to be considered, a Protest shall be in writing, addressed to the Purchasing Manager of Snohomish County, and include:

1. The name, address, and phone number of the Bidder protesting, or the authorized representative of the Bidder;
2. The Invitation to Bid (ITB) Number and Title under which the Protest is submitted;
3. A detailed description of the specific grounds for protest and any supporting documentation; and
4. The specific ruling or relief requested.

#### **Specification/Scope of Work Protests**

Protests based on specifications/scope of work may be submitted by any prospective Bidder and must be received by the County no later than seven (7) calendar days prior to the due date for submittal of Bid Responses.

For additional information, refer to the Clarification on Bid Requirements and Specifications in the Instruction to Bidders Section.

#### **Process/Award Protests**

Protests following the opening and evaluation of the Bid Responses may be submitted by any Bidder and must be in writing and received by the County within two (2) days of Bid Response opening and recommendation of Bid Award. In no event shall a Protest be considered if all submittals are rejected or after award of the Bid. Upon receipt of a timely written Protest, the Manager shall investigate the Protest, and shall respond in writing to the Protest prior to the award of Contract. The County shall not execute a Contract without first providing two (2) days' notice of its intent to execute a Contract. If the Manager is unable to respond to the Protest prior to the proposed award date, the award date shall be postponed until a protest response has been completed.

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Bidders may contact the Purchasing Division to schedule a post-award review if they would like to discuss the process without submitting a protest.

### **2.4 Public Disclosure of Bid Responses**

Submittals received by Snohomish County in response to this Invitation to Bid become public records and are subject to Chapter 42.56 RCW, the Public Records Act. The Bidder should clearly identify in its Submittal any specific information that it claims to be confidential or proprietary. If Snohomish County receives a Public Records Act request to view the information so marked in the Bidder's Submittal following a Bid Award, its sole obligations shall be to notify the Bidder (1) of the request and (2) of the date that such information will be released to the requester unless the Bidder obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540.

### **2.5 Test Models/Samples**

The County may request any or all Bidders provide a test model of the product(s) offered on a no-charge basis. The performance, characteristics, and components of the model(s) submitted for inspection and testing shall be considered a representative model of the product(s) offered and intended for delivery. Any product tested and found not capable of meeting the requirements of the Bid specifications will not be considered for award of the Bid. At the conclusion of the testing, the Bidder may retrieve the product(s) (if practical). The County is not responsible for any damages that may occur to any products supplied for testing.

### **2.6 Tie-Bid Responses**

A tie-bid is defined as an instance where Bid Responses are received from two or more Bidders who are the low Bidders, and their offers are identical. This does not often occur, as the Bid Responses must be identical in all evaluation areas including price, quality, delivery, terms, and ability to supply. If any of these areas are not identical, it is not considered a tie-bid, and the County can justify awarding to the Bidder with the lowest responsible Bid Response. The procedure for tie-bids is to hold a public drawing and award the entire Bid to the winner of the draw.

## **3.0 General Terms and Conditions:**

### **3.1 Applicable Law**

This Bid Documents and Bid Response and any subsequent Contract as a result of this Invitation to Bid shall be governed by the laws of the State of Washington. Any claim or suit arising from this Bid may only be filed in the Superior Court of the State of Washington, in and for Snohomish County.

### **3.2 Assignment of Contractual Rights**

Neither party shall assign any interest, obligation or benefit under or in this Bid or subsequent Contract or transfer any interest in the same, without prior written consent of the other party. If assignment is approved, the Contract shall be binding upon and inure to the benefit of the successors of the assigning party. If assignment is approved, it shall be accepted by either party upon the posting of all required bonds, securities and the like by the assignee and the written Contract by assignee to assume and be responsible for the obligations and liabilities of the Contract, known and unknown, and applicable law.

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### **3.3 Certification Regarding Debarment, Suspension and Other Responsibility Matters**

If this Bid/purchase is a covered transaction for purposes of 49 CFR part 29, the Bidder is required to verify that the Bidder, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are not excluded or disqualified as defined at 49 CFT 29.940 and 29.945. The Bidder is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting this Bid, the Bidder certifies as follows:

The certification in this clause is a material representation of fact relied upon by Snohomish County. If it is later determined that the Supplier knowingly rendered an erroneous certification, in addition to remedies available to Snohomish County, the Federal Government may pursue available remedies, including but not limited to suspension and /or debarment. The Supplier agrees to comply with the requirements of 49 CFR 29, Subpart C while performing the work as defined in the Bid and further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Supplier agrees to provide immediate notice to the County's Purchasing Division in the event of being suspended, debarred or declared ineligible by any Federal department or agency, or upon receipt of a notice of proposed debarment.

### **3.4 Discontinued Products**

In the event that the manufacturer discontinues a product or model, the Bidder may offer the County a manufacturer's model equivalent replacement. The substitute product must meet, or exceed the specifications of the discontinued model; and the pricing shall either match the obsolete products cost, or equal the balance of the line discount stated in the original Bid Response. The County shall have the final decision to accept the suggested substitution.

### **3.5 Environmentally Preferable Purchasing Policy**

Bidders able to supply products containing recycled and/or environmentally preferable material that meet performance requirements are encouraged to offer these items.

### **3.6 Federal, State, Local Laws, and County Code**

All Bidders and Suppliers shall comply with all Federal, State, local laws, and County Code relative to conducting business with the County, as such requirements are incorporated herein by reference. The laws of the State of Washington, County of Snohomish shall govern as to the interpretation, validity, and effect of the Bid, its Award, and the execution of any subsequent Contract.

### **3.7 Fiscal Fund Out**

See Termination for Non-Appropriation

### **3.8 Force Majeure**

The term force majeure shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, fire, accidents, shutdowns for purpose of emergency repairs, industrial, civil or public disturbances, causing the inability to perform the requirements of this Bid and possible subsequent Contract. If any party is unable, wholly or in part, by a force majeure event or any

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event cause not within such party's control, to perform or comply with any obligation or condition of a Bid Award or subsequent Contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations. Both parties agree to use their best efforts to minimize the effects of such failures or delays. In the event the Supplier ceases to be excused pursuant to this provision, then the County shall be entitled to exercise any remedies otherwise provided for in this a Bid Award or subsequent Contract, including Termination for Default.

Whenever a force majeure event causes the Supplier to allocate limited resources between or among the Supplier's customers, the County shall receive no less priority in respect to such allocation than any of the Supplier's other customers.

### **3.9 Gratuities**

Bidders and Suppliers shall not offer gifts or gratuities to County employees.

### **3.10 Hazardous Chemical Communication**

In order to comply with WAC 296-62-054, Hazard Communication, the Supplier shall prepare a Material Safety Data Sheet (MSDS) for all products containing any toxic products that may be harmful to the end user. The MSDS sheet shall accompany the toxic product(s) to the specified delivery sites and include the Chemical Abstract Service (CAS) numbers for every chemical that is listed in the MSDS. If the product is actually used diluted, the rate shall be so stated in the MSDS and the hazards and corresponding personal protection etc. also be listed. SARA Title 3 chemicals shall be listed with the percentage by weight of the total product. The MSDS shall include a statement as to the intended use of the product.

### **3.11 Inconsistencies in Conditions**

In the event there are inconsistencies between the specifications and/or the Bidder's notes and these General Bid Terms and Conditions, the latter shall take precedence.

### **3.12 Incorporation of Documents**

The Contract between the awarded bidder and Snohomish County shall include all documents mutually entered into at the time of contract award, specifically including, the Bid, these bid general terms & conditions, the Bidder's Response, the award letter or notification from the County, Contract, and the purchase order.

### **3.13 Indemnification and Hold Harmless**

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County and, if any funds for this Bid and subsequent Contract are provided by the State, the Supplier shall indemnify and hold harmless the County, their officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incident to the goods and/or services provided by or on behalf of the Supplier. In addition, the Supplier shall assume the defense of the County and, if applicable, the State and their officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such goods and/or services and shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred by the County and, if applicable, the State, on account of such litigation or claims.

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The above indemnification obligations shall include, but are not limited to, all claims against the County and, the Supplier, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects only the County under any industrial insurance act, including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

In the event the County incurs attorney fees and/or costs in the defense of claims under this provision such attorney fees and costs shall be recoverable from the Supplier. In addition Snohomish County shall be entitled to recover from the Supplier its attorney fees, and costs incurred to enforce the provisions of this section.

The indemnification, protection, defense and hold harmless obligations contained herein shall survive the expiration, abandonment or termination of this Bid and any subsequent Contract. Nothing contained within this provision shall affect or alter the application of any other provision contained within this Bid.

### **3.14 Inspection**

All materials and workmanship shall be subject to inspection and test at all times and places, including inspection and test after arrival at destination. In the event any articles are found to be defective in material or workmanship or otherwise not in conformity with the specification requirements, the County shall have the right to reject such articles or require their correction. Payment for items or services prior to inspection shall not be construed to be an acceptance of unsatisfactory or defective items. Upon the return of any unsatisfactory or defective items, the supplier shall reimburse the County for any amounts paid by the County and any cost incurred by the county in connection with the return or such items.

### **3.15 Intellectual Property**

Any drawings, written reports, or other works made by the Supplier shall be considered works for hire and become the property of the County. Any such works shall not be stamped with the Supplier's proprietary markings.

### **3.16 Invoice Audits**

The Supplier shall provide to the County, within 14 calendar days of request, a report to validate that the price(s) charged are in accordance with the Bid price(s). The report shall be provided in the format specified by the County. Discrepancies, errors, and/or omissions found in the report shall require the Supplier to update and correct the report within 7 calendar days of notice from the County. In the event the Supplier undercharged the County, the County shall reimburse the Supplier within 30 calendar days. In the event that the Supplier overcharged the County, it shall reimburse the County within 30 calendar days. If overcharges are found, the County may declare the Supplier in breach of contract, terminate the contract, and designate the Supplier non-responsible for future bid/proposal efforts for two years.

### **3.17 Non-Discrimination**

#### **Title VI (Federal) Non-discrimination**

Snohomish County assures that no person shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964, as amended, and the Civil Rights Restoration Act 1987 (P.L. 100.259), be excluded from participation in, be denied the benefits of, or be otherwise subjected to

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discrimination under any County sponsored program or activity. Snohomish County further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

### **County Non-discrimination**

By signing and submitting a Response to this competitive bid, the Bidder (firm or individual) certifies that, in the event it is awarded a contract under this competitive bid (i.e., becomes the “successful Supplier”), and as of the date of contract award, it shall comply with the “Non-discrimination Clause” provided below:

It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington’s Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county Contracts.

The Supplier shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Submittal of a bid constitutes a certification by the Bidder of the Supplier’s compliance with the requirements of Chapter 2.460 SCC. If the Supplier is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to Chapter 2.460 SCC, any Contract as a result of this Bid may be subject to a declaration of default and termination at the County’s discretion. This provision shall not affect the Supplier’s obligations under federal, state, or local laws against discrimination.

### **3.18 Non-Waiver of Breach**

No action or failure to act by the County shall constitute a waiver of any right or duty afforded to the County. Nor shall any such action or failure to act by the County constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by the County in writing.

### **3.19 Patent and Royalties Indemnity**

The Supplier is responsible for paying all license fees, royalties, copyrights, or the costs of defending claims for the infringement of any intellectual property that may be used in performing this Bid.

### **3.20 Payment**

Upon acceptance of payment, the Supplier waives any claims for the goods or services covered by the invoice.

### **3.21 Price Changes**

During the life of this Bid Award, there may be a general published price change by the manufacturer. In the event of a decrease, the County shall receive the benefit of this change. In the event of an increase, the County may allow, upon presentation of suitable proof and sixty (60) calendar days advance written notification, an increase over Bid price. Increases shall apply only to products affected by an increase in a raw material, labor, or another like cost factor. No increases shall be allowed earlier than 180 calendar

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days from the date of Bid Award inclusive of the 60 calendar day advance written request requirement. Price increases shall not be retroactive. All written escalation requests shall be sent to the Purchasing Division referencing the appropriate Bid number, and, at a minimum, shall provide:

- a. A comparison of prices prior to and after the proposed increases (expressed in both dollars and percentages),
- b. Detailed information on why the cost(s) has risen,
- c. Validation from the Supplier's supply sources relative to the amount of the increase,
- d. (Optional) Nationally recognized industry trade publications supporting the increase
- e. A Schedule of Values of the products which indicates the relationship between the ratio of components escalating versus the products actual overall cost.

In the event that an increase cannot be supported to the County's satisfaction and/or the parties cannot agree on the amount of the increase, the County reserves the right to:

- a. Terminate the Bid Award in part or in whole and,
- b. Award the portion in dispute to the next lowest responsible Bidder, or acquire the goods/services from another Supplier.

### **3.22 Product Returns**

The County reserves the right to return standard, off-the-shelf, products to the Supplier for a full refund or credit when the Supplier is notified of the return within 30 days of the County's receipt of the products. The Supplier shall, at the County's option, issue a credit for the dollar values of the items returned or refund the dollar amount to Snohomish County. This subsection does not apply to any items that are made to order for the County.

### **3.23 Purchase Orders**

The County will issue a purchase order that will authorize the Supplier to commence work and deliver product(s) and/or services.

### **3.24 Severability**

Each term, condition and provision shall be interpreted to be effective and valid under applicable law. If any of the terms, conditions, and/or provisions contained herein are found to be invalid, illegal, or unenforceable, then such portion or provision thereof shall be modified to the extent necessary to render it legal, valid and enforceable, and have the intent and economic effect as close as possible to the original provision. If it is not possible to modify the provision to render it legal, valid, and enforceable, then the provision shall be severed from the rest. The invalidity, illegality, or unenforceability of any provision shall not affect the validity, legality, or enforceability of any other provisions, terms, or conditions which shall remain valid, legal, and enforceable.

### **3.25 Small Businesses and Minority and Women Business Enterprises Opportunities**

Snohomish County encourages the Supplier to utilize small businesses and minority-owned and women-owned business enterprises certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) in County Contracts. The County encourages the Supplier to promote open competitive opportunities for small businesses and minority-owned and women-owned business enterprises.

# **Snohomish County Purchasing Division**

## **General Bid Terms and Conditions**

Revision Date: March 20, 2015

### **3.26 Taxes**

Snohomish County is required to pay State sales tax, but is exempt from Federal excise tax.

### **3.27 Termination**

#### **Termination for Convenience**

The County for its convenience may terminate this Bid and subsequent Contract, in whole or in part, at any time by written notice. Upon receipt of the written notice, the Supplier shall immediately stop work as directed in the written notice, and comply with all other requirements in the written notice. The Supplier will be paid for the services performed or goods delivered until the Contract termination date indicated in the written notice.

#### **Termination for Default**

If the Supplier does not deliver work in accordance with the Contract, or the Supplier fails to perform in the manner called for in the Contract, or the Supplier fails to comply with any material provisions or technical specifications of the Contract, the County may terminate this Contract, in whole or in part, for default upon ten (10) days written notice.

#### **Termination for Non-Appropriation**

If expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth in this Bid or subsequent Contract or in any amendment hereto, the County may, upon written notice to the Supplier, terminate this Contract in whole or in part.

Funding under this Contract beyond the current appropriation year is conditional upon the appropriation by the County Council of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, the Contract shall terminate at the close of the current appropriation year. The appropriation year ends on December 31 of each year.

### **3.28 Usage Reports**

The Supplier shall submit to the Purchasing Division on a periodic basis a report of sales made to County. The report, in a format acceptable to Snohomish County, shall identify the detail required by the Buyer, which may include but is not limited to, delivery location, date of purchase, item description, Bid or non-bid item, quantity, price, delivery, and discount. The Supplier and Buyer shall agree on the frequency of the report, but shall be no less frequent than once per year. The Supplier is also encouraged to provide reports on the same or similar products/services purchased by other governmental agencies at prices lower or discounts higher than those offered to the County.

**End of Document**