



**INVITATION TO BID**  
**City of Sedro-Woolley**  
**2008 Chevrolet Colorado**  
**DATE DUE: June 20, 2008**

Sealed bids will be received at the Sedro-Woolley City Hall, 325 Metcalf Street, Sedro-Woolley, WA 98284, until 10:00 a.m., Friday, June 20, 2008, for the purchase of one (1) **2008 Chevrolet Colorado**. Only bids that arrive at City Hall by the deadline will be considered.

**BIDDING INFORMATION**

Bid submittal sheets are attached.

Information regarding this solicitation, including addenda and bid results are available at [www.ci.Sedro-Woolley.wa.us](http://www.ci.Sedro-Woolley.wa.us) or contact Eron Berg at 360-855-1661 or e-mail [eberg@ci.Sedro-Woolley.wa.us](mailto:eberg@ci.Sedro-Woolley.wa.us). All bids shall be submitted on the furnished forms. The City of Sedro-Woolley reserves the right to reject any or all submittals, waive technicalities or irregularities, and accept any submittals if such action is believed to be in the best interest of City of Sedro-Woolley. All bidders must certify that they are not on the Comptroller General's list of ineligible contractors nor the list of parties excluded from Federal procurement or non-procurement programs.

**SPECIFICATIONS**

VEHICLE TYPE: EXTENDED CAB, SMALL/MIDSIZE PICKUP (4WD)

MAKE/MODEL: CHEVROLET COLORADO (4WD)

EQUIPMENT INCLUDED IN NET PRICE

- 5,300# GVWR
- 3.7 Liter 5 Cylinder Gas Engine (242 HP)
- Automatic Overdrive Transmission
- P235/75R15 All Season Tires(1)
- Air Conditioning
- Fullsize Spare Tire & Wheel, Carrier, Jack & Lug Wrench
- Transfer Case, Electronic shift
- Automatic Locking Hubs
- Power Brakes, 4 Wheel Anti Lock
- Skid Plate Package
- Power Steering
- 6 Foot Box (Double Wall Construction)
- Headliner, Door Trim Panels, Carpeted Floor Covering
- w/Rubber Floor Mats
- Air Bags, Driver & Front Passenger
- AM/ FM Radio
- Cigarette Lighter/ Auxiliary Power Sources
- HD Shocks/, Front Stabilizer Bar
- Cloth 60/40 Split Bench Seat w/ Folding & Reclining Backrest, Two Rear Jump Seats
- HD Rear Step Bumper
- Dome Light
- Manual Foldaway Exterior Mirrors
- Light Tinted Glass All Around
- Intermittent Wipers
- 690 CCA Battery
- 125 AMP Alternator
- Front Tow Hooks
- Voltmeter, Temp, Tachometer Gauges
- All factory standard equipment including:
  - Four Exterior Doors**
  - Daytime Running Lights
  - Cruise Control/Tilt Steering Wheel
  - Min Ground Clearance 7.5 inches
  - 3.73:1 Rear Axle Ratio as equipped
  - 3 Yr/36,000 Mile Warranty, Owner's Manual

**NHTSA CRASH TEST RATINGS**

<b>FRONTAL (D/P)</b>	<b>4/4</b>
<b>SIDE (F/R)</b>	<b>4/5</b>
<b>ROLLOVER</b>	<b>4</b>

**VEHICLE MEETS THE DEPARTMENT OF ECOLOGY'S SPECIFICATIONS FOR LOW EMISSION VEHICLES**

MERCURY-FREE VEHICLE -- LEAD WHEEL WEIGHTS - EMISSION CERTIFICATION: TIER 2 BIN 5

EXTERIOR COLOR: White

INTERIOR COLOR: as equipped

**ADDITIONAL OPTIONS:**

- Spotlight, 6 inch Clear lens, Pillar Mounted Left
- Towing Package Installed (Platform Hitch, Wiring Harness and 4 Wire Plug) (Z82)

Bids shall include the cost of all required additional equipment including that named above, installation of all equipment named above if specified, delivery to the City of Sedro-Woolley location indicated, and any incidental and delivery costs.

In any case, where a vehicle is delivered minus any part, item or accessory issued as standard manufacturer's equipment, and/or as specified by the City of Sedro-Woolley, the vendor will be immediately notified. If missing part, item or accessory cannot be provided and installed within 72 hours, the City of Sedro-Woolley reserves the right to buy the item or part from another source and bill the vendor the cost including installation.

## **BRAND NAMES USED IN THIS SPECIFICATION**

This is a brand name specification bid. It has been determined that only the identified brand name **Chevrolet Colorado** will satisfy the City of Sedro-Woolley's needs.

## **PRICING AND DELIVERY**

Bid price shall include delivery and shall be F.O.B. to: City of Sedro-Woolley Police Department, 325 Metcalf Street, Sedro-Woolley, WA. Contractor shall contact the Police Chief, Doug Wood at (360) 855-1661 for instructions before transit and delivery.

One (1) new **2008 Chevrolet Colorado** is to be delivered to the City of Sedro-Woolley. The Contractor shall assure that the completed vehicle arrive safely to the specified Sedro-Woolley location, without damage, fully tested and operational. Damaged products shall be returned and not accepted at time of delivery. Delivery of the vehicle shall not be complete until all items listed in these specifications are met to the satisfaction of the City of Sedro-Woolley Police Department. This shall include the standard warranty identification cards or certificates, the Manufacturer's Statement of Origin and owner's manual. The City reserves the right to require vehicles to be pre-inspected and/or demonstrated at actual work location to ensure vehicles meet customer's requirements and expectations.

## **DELIVERY TIME**

Vendors must certify that the quoted equipment can be delivered and operational within the stated number of days on their bid.

## **PRODUCT WARRANTY**

All factory warranties shall remain in full effect as equipped throughout the warranty period and will not be voided by any supplemental warranties or accessories.

## **BID TERM**

The City has an immediate need to purchase one (1) vehicle.

## **BID OPENING**

All bids must be submitted to the Sedro-Woolley City Hall, 325 Metcalf Street, Sedro-Woolley, WA 98284 no later than 10:00 a.m., Friday, June 20, 2008, and must be clearly marked:

**Bid for 2008 Chevrolet Colorado**

Only firm bids will be accepted and the City reserves the right to reject any or all bids or waive any irregularities and informalities in the bids submitted and accepted by the City. No bidder may withdraw his bid after the hour set for the opening thereof, unless the award is delayed for a period exceeding 60 days. The City further reserves the right to make bid awards to the lowest and most responsive bidder as deemed in the best interest of the City. Bidders are cautioned that neither preliminary bid results nor an indication of the apparent lowest bid will compel the City to make an award. Award, if any, will be evidenced by the issuance of an award letter/purchase order from the City.

## **QUESTIONS**

Unauthorized contact regarding this Invitation to Bid with City of Sedro-Woolley employees or contractors may result in disqualification. Any oral communications will be considered unofficial and non-binding to the

City of Sedro-Woolley. Bidders should rely only on written statements issued by the individual named below. Questions regarding this Invitation to Bid may be directed to

Eron Berg  
360-855-1661  
eberg@ci.Sedro-Woolley.wa.us

**TAXES AND FEDERAL EXCISE TAX**

Washington State sales tax shall be shown as a separate line on the bid submittal sheet. No charge by the Bidder shall be made for federal excise taxes. The City of Sedro-Woolley, as a municipal corporation of the State of Washington, is exempt from federal excise tax and such taxes shall not be included in bid prices. The City of Sedro-Woolley agrees to furnish Bidder, upon acceptance of articles supplied under this order, with an exemption certificate, if necessary.

**BUSINESS LICENSE**

The awarded vendors are responsible to become compliant with Sedro-Woolley business license requirements per SWMC 5.04. Vendors may call 360-855-1661 for business license information.

**COOPERATIVE PURCHASING**

RCW 39.34 allows cooperative purchasing between public agencies (political subdivisions). Public agencies which have filed an Intergovernmental Cooperative Purchasing Agreement with the City of Sedro-Woolley and which are actively participating may purchase from City of Sedro-Woolley contracts, provided that the Vendor has agreed to such participation. Each bidder shall indicate on the bid submittal form if it will honor other public agency orders in accordance with contract terms and conditions in addition to orders from the City of Sedro-Woolley. The City of Sedro-Woolley does not accept any responsibility for orders issued by other public agencies.

Public agencies desiring to use the City of Sedro-Woolley's contracts must have executed an Intergovernmental Cooperative Purchasing Agreement with the City of Sedro-Woolley, as required by RCW 39.34. Only those public agencies that have complied with these requirements are eligible to use this contract. The public agency accepts responsibility for compliance with any additional or varying laws and regulations governing purchase by or on behalf of the public agency in question. A purchase by a public agency shall be in effect by an order from the public agency, directed to the Vendor or other party contracting to furnish goods or services to the City of Sedro-Woolley.

The City of Sedro-Woolley accepts no responsibility for the performance of any purchasing contract by the Vendor, and the City of Sedro-Woolley accepts no responsibility for payment of the purchase price for any public agency.

**MULTIPLE BIDS**

Vendors interested in submitting more than one bid may do so, providing each bid stands alone and independently complies with the instructions, conditions and specifications of this Invitation to Bid.

**SINGLE RESPONSE**

A single response to this Invitation to Bid may be deemed a failure of competition and in the best interest of the City of Sedro-Woolley, the Invitation to Bid may be cancelled.

**BIDDING ERRORS**

The City of Sedro-Woolley will not be liable for any errors in any vendor's bid. Vendors will not be allowed to alter bids after the deadline for the submission of bids.

The City of Sedro-Woolley reserves the right to make corrections or amendments due to errors identified in bids by the City of Sedro-Woolley or the vendor. This type of correction or amendment will only be allowed for such errors as typing, transposition or any other obvious error. Vendors are liable for all errors or omissions contained in their bids.

When, after the opening and tabulation of bids, a Bidder claims error, and requests to be relieved of award, it will be required to promptly present certified work sheets. The Buyer will review the work sheets and if the Buyer is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of its bid.

After opening and reading bids, the City of Sedro-Woolley will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and the extended amount of any bid item, the price per unit will control. The total of extensions, corrected where necessary, will be used by the City of Sedro-Woolley.

**PAYMENT**

Payment will be made promptly upon receipt of a correct invoice for goods that have been delivered and accepted. No down payment or advance payment of any kind will be made. Washington State law requires proof that the materials have been furnished, the services rendered or the labor performed as described before payment may be made. A vendor may submit an invoice for partial shipments or progress payments. All invoices are to be submitted to:

City of Sedro-Woolley  
Accounts Payable  
325 Metcalf Street  
Sedro-Woolley, WA 98284

**BID REJECTION**

The City of Sedro-Woolley reserves the right to reject any or all bids at any time without penalty.

**WITHDRAWAL OF BIDS**

Vendors may withdraw a bid that has been submitted at any time up to the due date and time. To accomplish this, a written request signed by an authorized representative of the vendor must be submitted to the City Supervisor.

**NON-ENDORSEMENT**

As a result of the selection of a vendor to supply products and/or services to the City of Sedro-Woolley, the City is neither endorsing nor suggesting that the vendor's product is the best or only solution. The vendor agrees to make no reference to the City of Sedro-Woolley in any literature, promotional material, brochures, sales presentation or the like, without the express written consent of the City of Sedro-Woolley.

## **PROPRIETARY MATERIAL SUBMITTED**

Any information contained in the bid submitted that is proprietary must be clearly designated. Marking the entire bid as proprietary will be neither accepted nor honored. If a request is made to view a vendor's bid, the City of Sedro-Woolley will comply according to the Open Public Records Act, Chapter 42.17 RCW. If any information is marked as proprietary in the proposal, such information will not be made available until the affected vendor has been given an opportunity to seek a court injunction against the requested disclosure.

## **RESPONSE PROPERTY OF THE CITY OF SEDRO-WOOLLEY**

All materials submitted in response to this request become the property of the City of Sedro-Woolley. Selection or rejection of a response does not affect this right.

## **NO OBLIGATION TO BUY**

The City of Sedro-Woolley reserves the right to refrain from contracting with any vendor. The release of this Invitation to Bid does not guarantee that the City of Sedro-Woolley will purchase.

## **COST OF PREPARING BIDS**

The City of Sedro-Woolley is not liable for any costs incurred by vendors in the preparation and presentation of bids and demonstrations submitted in response to this Invitation to Bid.

## **BID AWARD**

If an award is made as a result of this solicitation, it will be made to the lowest, responsible bidder(s) whose bid(s) is/are determined by the City to be responsive.

**Local Preference.** The city may consider a local tax preference to determine the lowest responsive and responsible bidder, when purchasing materials, supplies or equipment. This consideration is at the city's option for each purchase and shall not be mandatory. In this determination, the city shall consider the sales tax that would be charged by each supplier, in calculation of the lowest responsive and responsible bidder. The city shall then calculate and credit towards the offer price the share of such tax revenue it would specifically receive as a result of purchasing from a supplier located within the city's taxing jurisdiction. The purchase must then be awarded to the lowest bidder after such tax revenue has been considered whenever this local preference is utilized by the city as a factor in determination of lowest bidder. Such tax revenue consideration shall comply with the provisions of RCW 39.30.040 now and as amended. Tax rates change from time to time and the tax rates used for the local preference calculations shall be those in effect at the time bids are due, or those reasonably expected to be in effect at the time an invoice will be payable, at the city's discretion.

## **DETERMINATION OF BIDDER RESPONSIBILITY**

The following elements shall be given consideration in the determination of whether a bidder is responsible:

- The ability, capacity and skill of the bidder to perform the contract or provide the service required.
- The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- Whether the bidder can perform the contract within the time specified
- The quality of performance of previous public and private contracts or services, including, but not limited to, the bidder's failure to perform satisfactorily or complete any written contract. The City's termination for default of a previous contract with a bidder shall be deemed to be such a failure.

- The previous and existing compliance by the bidder with laws relating to the contract or services.
- More than one proposal submitted for the same project from a bidder under the same or different names.
- Evidence of collusion with any other bidder, in which case colluding bidders will be restricted from submitting further bids on the subject project or future tenders.
- The bidder is not qualified for the work or to the full extent of the bid.
- There is uncompleted work with the City or others, or an outstanding dispute on a previous or current contract that might hinder, negatively affect or prevent the prompt completion of the work bid upon.
- The bidder failed to settle bills for labor or materials on past or current public or private contracts.
- The bidder has been convicted of a crime arising from a previous public contract, excepting convictions that have been pardoned, expunged, or annulled.
- The bidder has been convicted of a crime of moral turpitude or any felony, excepting convictions that have been pardoned, expunged or annulled, whether in this state, in any other state, by the United States, or in a foreign country, province or municipality. Bidders shall affirmatively disclose to the City all such convictions, especially of management personnel or the bidder as an entity, prior to notice of award or execution of a contract, whichever comes first. Failure to make such affirmative disclosure shall be grounds, in the City's sole option and discretion, for termination for default subsequent to award or execution of the contract.
- More likely than not, the bidder will be unable, financially or otherwise, to perform the work.
- At the time of bid opening, the bidder is not authorized to do business in Washington, is not registered as a contractor in Washington, or otherwise lacks a necessary license, registration or permit.
- Such other information as may be secured having a bearing on the decision to award the contract.
- Any other reason deemed proper by the City.

### **LIQUIDATED DAMAGES**

Time is of the essence and the goods described herein must be completely furnished and operational by the date promised or the City of Sedro-Woolley will suffer harm. The vendor agrees to pay the City of Sedro-Woolley, as liquidated damages, a sum equal to 1% of the original contract award amount, excluding Washington States Sales Tax, for each and every calendar day that work remains uncompleted after the date promised. This amount shall be fixed as liquidated damages that the City of Sedro-Woolley will suffer by reason of such delay, and not as a penalty. The City of Sedro-Woolley shall have the right to deduct and retain the amount of such liquidated damages from any monies due the supplier.

The supplier shall be entitled to a reasonable extension of time for unavoidable delay in delivery due to causes not reasonably foreseeable by the parties at the time of the contract/purchase order execution, and that are entirely beyond the control and without the fault or negligence of the supplier. These causes include, but are not limited to, acts of God or the public enemy, war or other national emergency making delivery temporarily impossible or illegal, acts or omissions of other suppliers, strikes and labor disputes not brought on by any act or omission of the supplier, fire, flood, epidemics, quarantines, or freight embargos.

### **CUSTOMER REFERENCES**

All bids must include a minimum of two non-vendor owned customer references presently using the proposed equipment in a comparably-sized order to the City of Sedro-Woolley's requirements. Include the following for each reference:

Company Name  
Business Address  
Name of Contact  
Title of Contact  
Telephone Number of Contact  
Description of Order  
Date of Order

The City of Sedro-Woolley may, at its option, contact other known vendor customers for references.

**ADDENDA**

Bidders are responsible to check the City of Sedro-Woolley's website: [www.ci.Sedro-Woolley.wa.us](http://www.ci.Sedro-Woolley.wa.us) for the issuance of an addenda prior to submitting a bid.

**PREBID CONFERENCE**

No pre-bid conference will be held for this procurement.

**BID OPENING LOCATION**

Sealed bids will be opened and read aloud at the appointed time in the Sedro-Woolley City Hall at 325 Metcalf Street, Sedro-Woolley, WA 98284.

Eron Berg  
City Supervisor  
Buyer

<b>City of Sedro-Woolley</b> <b>2008 CHEVROLET COLORADO</b> <b>BID SUBMITTAL SHEET</b>
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Description	Price Per Unit	Qty	Extended Price
2008 Chevrolet Colorado (4wd) with all Standard and Described Custom Equipment, including delivery Make/model bid: _____	\$	X 1	\$
<b>SUBTOTAL</b>			\$
_____ . _____ % Washington State Sales Tax			\$
<b>TOTAL</b>			\$

State the number of calendar days to have a guaranteed delivered to Sedro-Woolley after receipt of Purchase Order: \_\_\_\_\_

Will you sell additional units to Sedro-Woolley or other government agencies within the State of Washington at the bid price, terms and conditions until further notice? The City of Sedro-Woolley accepts no responsibility for the payment of the purchase price by other government agencies.

Yes  No

Has company been in bankruptcy, reorganization or receivership in the last 5 years? Yes  No

Has company been disqualified or debarred by any public agency, including the Federal Government, from participation in public contracts? Yes  No

Has the company operated at least 1 year without interruption? Yes  No

Has an owner of the company been convicted of a crime within the past 10 years? Yes  No

Does any employee or official of the City have any financial or other interest in your firm? Yes  No

The undersigned hereby accepts the terms and conditions as set forth herein. **This must be signed and dated by the bidder or a representative legally authorized to bind the bidder.**

FULL LEGAL NAME OF COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY/STATE/ZIP \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_

NAME (PLEASE PRINT) \_\_\_\_\_ TITLE \_\_\_\_\_

SIGNED \_\_\_\_\_ DATE \_\_\_\_\_

SEDRO-WOOLLEY BUSINESS LICENSE \_\_\_\_\_

**City of Sedro-Woolley  
2008 CHEVROLET COLORADO  
CUSTOMER REFERENCES**

**1. Company Name** \_\_\_\_\_

Business Address \_\_\_\_\_

Name of Contact \_\_\_\_\_

Title of Contact \_\_\_\_\_

Telephone Number of Contact \_\_\_\_\_

Description of Order \_\_\_\_\_

Date of Order \_\_\_\_\_

**2. Company Name** \_\_\_\_\_

Business Address \_\_\_\_\_

Name of Contact \_\_\_\_\_

Title of Contact \_\_\_\_\_

Telephone Number of Contact \_\_\_\_\_

Description of Order \_\_\_\_\_

Date of Order \_\_\_\_\_

**VENDOR INFORMATION**

Years of Operation: \_\_\_\_\_

Warranty Policies and Procedures: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**City of Sedro-Woolley  
2008 CHEVROLET COLORADO  
NON COLLUSION CERTIFICATION**

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for this bid/quote, and is in all respects fair and without collusion or fraud.

The below signed bidder has not divulged to nor has discussed or compared his bid with other bidders and had not colluded with any other bidder or parties to bid whatsoever. Note: No premiums, rebates or gratuities to any employee or agent are permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of material as applicable.

Company Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_  
(written)

Authorized Signature: \_\_\_\_\_  
(typed/printed)

**City of Sedro-Woolley**  
**2008 CHEVROLET COLORADO**  
**STANDARD TERMS**

**STANDARD TERMS AND CONDITIONS: INVITATION TO BID, REQUEST FOR QUOTATION & PURCHASE ORDER CONTRACT** THE PURCHASE ORDER INCLUDES THE FOLLOWING TERMS AND CONDITIONS AND INCLUDES, BUT IS NOT LIMITED TO THE INVITATION TO BID, REQUEST FOR QUOTATIONS, SPECIFICATIONS, PLANS, AND PUBLISHED RULES AND REGULATIONS OF THE CITY OF SEDRO-WOOLLEY AND THE LAWS OF THE CITY OF SEDRO-WOOLLEY PURCHASING DIVISION AND THE STATE OF WASHINGTON, WHICH ARE HEREBY INCORPORATED BY REFERENCE.

1. **CHANGES** No alteration in any of the terms, conditions, delivery price, quality, quantities, or specification of this order will be effective without written consent of the City Supervisor/Purchaser.
2. **HANDLING** No charges will be allowed for handling, including but not limited to packing, wrapping bags, containers or reels, unless otherwise stated herein.
3. **DELIVERY** For any exception to the delivery date as specified on this order, vendor shall give prior notification and obtain written approval thereto from the City Supervisor with respect to delivery under this order. Time is of the essence and the order is subject to termination for failure to deliver as specified and/or appropriate damages. The acceptance by the Purchaser of late performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Vendor.
4. **PAYMENTS, CASH DISCOUNT, LATE PAYMENT CHARGES** Invoices will not be processed for payment nor will the period of computation for cash discount commence until receipt of a properly completed invoice or invoiced items are received, whichever is later. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized.
5. **SHIPPING INSTRUCTIONS** Unless otherwise specified, all goods are to be shipped prepaid, F.O.B. Destination. Where shipping addresses indicate room numbers it will be up to the Vendor to make delivery to that location at no additional charge where specific authorization is granted to ship goods FOB shipping point. Vendor agrees to prepay all shipping charges, route as instructed or if instructions are not provided, route by cheapest common carrier and to bill the Purchaser as a separate item on the invoice for said charges. Each invoice for shipping charges shall contain the original or a copy of the bill indicating that the payment for shipping has been made. It is also agreed that the Purchaser reserves the right to refuse COD shipments.
6. **REJECTION** All goods or materials purchased herein are subject to approval by the Purchaser. Any rejection of goods or material resulting because of nonconformity to the terms and specifications of this order, whether held by the Purchaser or returned, will be at Vendor's risk and expense.
7. **IDENTIFICATION** All invoices, packing lists, packages, shipping notices, instruction manuals, and other written documents affecting this order shall contain the applicable purchase order number.
8. **INFRINGEMENTS** Vendor agrees to protect and save harmless the Purchaser against claims, suits or proceedings for patent, trademark, copyright or franchise infringement arising from purchase, installation, use of goods and materials ordered, and assume all expenses or damages arising from claims, suits or proceedings.
9. **WARRANTIES** Vendor warrants that articles supplied under this order conform to specifications herein and are fit for the purpose for which such goods are ordinarily employed, except that if a particular purpose is stated, the material must then be fit for that particular purpose.
10. **ASSIGNMENTS** Provisions or moneys due under this contract shall only be assignable with prior written consent of the City Supervisor.

11. **TAXES** Unless otherwise indicated the Purchaser agrees to pay all State of Washington sales or use tax. No charge by Vendor shall be made for federal excise taxes, and the Purchaser agrees to furnish Vendor, upon acceptance of articles supplied under this order with an exemption certificate.

12. **LIENS, CLAIMS AND ENCUMBRANCES** Vendor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.

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

14. **SAVE HARMLESS** Vendor shall protect, indemnify, and save the Purchaser harmless from and against any damage, cost or liability for any injuries to persons or property arising from acts or omissions of Vendor, his employees, agents or subcontractors howsoever caused.

15. **PRICES** If price is not stated on this order, it is agreed that the goods shall be billed at the price last quoted or paid, or prevailing market price whichever is lower.

16. **TERMINATION** In the event of a breach by Vendor of any of the provisions of this contract, the Purchaser reserves the right to cancel and terminate this contract forthwith upon giving oral or written notice to Vendor. Vendor shall be liable for damages suffered by the Purchaser resulting from Vendor's breach of contract.

17. **NONDISCRIMINATION AND AFFIRMATIVE ACTION** The vendor agrees not to discriminate against any client, employee or applicant for employment or services because of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap with regard to, but not limited to, the following employment upgrading, demotion, or transfer, recruitment or recruitment advertising, lay-offs or termination, rates of pay or other forms of compensation, selection for training or rendition of services.

18. It is further understood that any vendor who is in violation of this clause or an applicable Affirmative Action Program shall be barred forthwith from receiving awards of any purchase order from the CITY unless a satisfactory showing is made that discriminatory practices or noncompliance with applicable Affirmative Action Programs have terminated and that a recurrence of such acts is unlikely.

19. **LABOR AND INDUSTRIES** If Contractor is required to procure Labor and Industries permits F700-007-000 and F700-029-000 then Contractor agrees to do so and to abide by the requirements thereof. Copies of "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid", if required by law, shall be submitted to the City Clerk and Department of Labor and Industries.

20. **ANTI-TRUST** Vendor and the Purchaser recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact Borne by the Purchaser. Therefore, Vendor hereby assigns to the Purchaser any and all claims for such overcharges.

21. **DEFAULT** The Vendor covenants and agrees, in the event suit is instituted by the Purchaser for default on the part of the Vendor, and the Vendor is adjudged by a court of competent jurisdiction to be in default, he shall pay to the Purchaser all cost, expenses expended or incurred by the Purchaser in connection therewith, and reasonable attorney's fees. The Vendor agrees that the Washington State Superior Court shall have jurisdiction over any such suit, and that venue shall be laid in Skagit County.

22. **BRANDS** When a special brand is named it shall be construed solely for the purpose of indicating the standards of quality, performance, or use desired. Brands of equal quality, performance, and use shall be considered, provided Vendor specifies the brand and model and submits descriptive literature when available. Any bid containing a brand which is not of equal quality, performance, or use specified must be represented as an alternate and not as an equal, and failure to do so shall be sufficient reason to disregard the bid.

23. **ACCEPTANCE. BY ACCEPTING THIS PURCHASE ORDER IN WRITING OR BY DELIVERING THE MATERIAL ORDERED, YOU ACCEPT ALL TERMS AND CONDITIONS SET FORTH. FORMAL OBJECTION IS HEREBY MADE TO ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY VENDOR AS A CONDITION OF ACCEPTANCE OR DELIVERY.**