



# PIERCE COUNTY REQUEST FOR QUOTATION

## General Terms and Conditions

### 1. PREPARATION /SUBMITTAL OF BIDS

- A. All information requested of the vendor must be entered in the appropriate space on the form. Failure to do so may disqualify your bid.
- B. All information must be written in ink or typewritten. Mistakes may be crossed out and corrections inserted before submission of your bid. Corrections shall be initialed in ink by the person signing the bid.
- C. Time of delivery must be stated as the number of calendar days following receipt of the order by the vendor to receipt of the goods or services by the County.
- D. All bids must be signed by an authorized officer or employee of the bidder.
- E. The County of Pierce will not be responsible for any explanation or interpretation of the bid documents, except if made by written addendum.
- F. Bids must be submitted by or prior to the bid date and time specified. The bid number and opening date must be noted on the face of the envelope if submitted by mail or in person.
- G. Submission of a facsimile bid in lieu of a mailed bid is at the option of the bidder unless otherwise stated in the Request for Quotation. The County of Pierce accepts no responsibility for transmission errors if transmitted by fax.
- H. All proposals must remain open for acceptance by the County for a period of at least 60 calendar days from the bid closing date.

### 2. F.O.B. POINT/FREIGHT

All prices quoted shall be F.O.B. Destination, Freight Prepaid. Failure to meet this requirement will result in your bid being rejected as non-responsive.

### 3. DELIVERY

Deliveries will be accepted between 8:30 AM and 4:00 PM, Monday through Friday (except on legal holidays of the County of Pierce) unless other instructions are given in the bid.

### 4. AFFIRMATIVE ACTION

In activities relating to this procurement the vendor certifies that no segregated facilities are maintained and will not be maintained during the execution of this contract at any of contractor's establishments. For compliance questions, contact the Contract Compliance Office, 615 South 9<sup>th</sup> Street, Tacoma, WA 98405.

### 5. APPROVED EQUALS

- A. Unless an item is indicated as "No substitute", special brands, when named, are intended to describe the standard of quality, performance or use desired. Equal items will be considered by the County, provided that the bidder specifies the brand and model, and provides all descriptive literature, independent test results, product samples, etc. to enable the County to evaluate the proposed "equal".
- B. The decision of the County as to what items are equal shall be final and conclusive. If the County elects to purchase a brand represented by the bidder to be an "equal", the County's acceptance of the item will be conditioned on the County's inspection and testing after receipt. If, in the sole judgment of the County, the item is determined not to be an equal, the item shall be returned at the bidder's expense and the Contract canceled without any liability whatsoever to the County.
- C. When a brand name, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified. If more than one brand name is specified, bidders must clearly indicate the brand and model/part number being bid.

### 6. PAYMENT TERMS

Prices will be considered as net 30 days if no cash discount is shown. Payment discount periods of twenty (20) calendar days or more will be considered in determining the apparent lowest responsible bid. Invoices will not be processed for payment nor will the period of cash discount commence until receipt of a properly completed invoice and until all invoiced items are received and satisfactory performance of the Contractor has been attained. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized.

### 7. EVALUATION OF BIDS/AWARDS

- A. The County reserves the right to: (1) award bids received based on individual items or groups of items, or on the entire list of items (2) to reject any or all bids or any part thereof, and if necessary, call for new bids (3) to waive any informality in the bids; and (4) to accept the bid that is in

the best interests of the County. The County shall be the final judge as to which is the lowest and best bid in the interest of Pierce County.

- B. The County reserves the right to correct ambiguities and obvious errors in the Bidder's proposal. In this regard, if the unit price does not compute to the extended total price, the unit price shall govern.
- C. In the evaluation of bids, the Bidder's experience, delivery time and responsibility in performing other contracts will be considered.
- D. Unless specifically noted in the specifications or proposal sheets, all labor contracts will be awarded to only one Bidder.

### 8. INCREASE OR DECREASE IN QUANTITIES/EXTENSIONS

The County reserves the right to increase or decrease the quantities of any items under this contract and pay according to the unit prices quoted in the Proposal. Unless otherwise specified, contracts resulting from this Request for Quotation are subject to extension by mutual agreement at the same prices, terms and conditions.

### 9. TAXES

- A. Pierce County is exempt from Federal excise tax.
- B. Pierce County is subject to Washington State Sales Tax.
- C. The Contractor understands and acknowledges that the county will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to make withholding for any taxes other than income taxes (i.e., Medicare). All compensation received by the contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement. The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title.
- D. Do not include Washington State Sales Tax or Federal Excise Tax in the prices quoted. Bidder is responsible to determine the correct sales tax rate to be paid and include it in the appropriate blank on the quotation page.

### 10. LEGAL DISPUTES

Contractor, and Surety if applicable, agree and stipulate that in the event any litigation should occur concerning or arising out of the contract or any bids submitted in response to a Request for Quotation, the sole venue of any such legal action shall be the Pierce County Superior Court of the State of Washington and the interpretation of the terms of the Contract shall be governed by the laws of the state of Washington.

### 11. FEDERAL, STATE AND MUNICIPAL REGULATIONS

All federal, state, municipal and/or local regulations shall be satisfied in the performance of all portions of any contract resulting from this Request for Quotation (RFQ). The Bidder shall be solely responsible for all violations of the law from any cause in connection with work performed resulting from this RFQ.

### 12. WARRANTIES/GUARANTEE

Contractor warrants that all materials, equipment and/or services provided as a result of this RFQ shall be fit for the purpose(s) for which intended, for merchantability, and shall conform to the requirements and specifications herein; all items comply with all applicable safety and health standards established for such products by the Washington Industrial Safety and Health Act ("WISHA"), RCW Chapter 49.17, the U.S. Occupational Safety and Health Act ("OSHA"), and/or the Consumer Products Safety Act, and all other applicable federal laws or agency rules; all items are properly packaged; and all appropriate instructions or warning are supplied including applicable MSDS sheets.

### 13. TERMS AND CONDITIONS

All terms and conditions of Pierce County Purchase Order shall apply to contracts resulting from this Request for Quotations.