



GENERAL INSTRUCTIONS TO BIDDERS

1. **SUBMITTAL OF BIDS:** Bids may be submitted in person or by U.S. Mail, facsimile or email to: City of Sedro-Woolley Public Works Department, 325 Metcalf Street, Sedro-Woolley, WA 98284, (360) 855-0771, facsimile 360-855-0733, email jrosario@ci.sedro-woolley.wa.us.

No Bids will be considered which are received after the time mentioned.

BIDS MAY BE SENT IN BY U.S. MAIL, FAX, E-MAIL OR TURNED IN PERSONALLY; HOWEVER, IF SENT BY MAIL OR E-MAIL, THE RESPONSIBILITY OF THEIR DELIVERY ON TIME TO THE CITY OF SEDRO-WOOLLEY PUBLIC WORKS DEPARTMENT IS THE BIDDERS RESPONSIBILITY.

If mailed, each proposal, intact and bound with specifications, shall be completely sealed, properly addressed to the City of Sedro-Woolley, with the name of the Bidder and the specification number marked on the exterior of the package (ex: Payment Machines).

2. **BID WITHDRAWAL:** No bid can be withdrawn after having been formally opened by a representative from the City.
3. **TITLE VI:**
The City of Sedro-Woolley, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.
4. **LEGAL DISPUTES:** Contractor agrees and stipulates that in the event any litigation should occur concerning or arising out of this Contract or any bids submitted in response to a Request for Proposals under the attached specification, the sole venue of any such legal action shall be the Skagit 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.
5. **PAYMENT:** If a prompt payment discount is not offered, or if the bidder specifies no payment terms, payment terms shall be Net 30. Payment discount periods of twenty (20) calendar days or more will be considered in determining the apparent lowest responsible bid. Discounts will be analyzed in context of their overall cumulative effect prior to award. 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 invoice items are received and satisfactory performance of 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. Payment will not be considered late if a check is mailed within the time specified. Payment(s) made in accordance with contract terms shall fully compensate the Contractor for all risk, loss, damages or expense of whatever nature and acceptance of payment shall constitute a waiver of all claims submitted by Contractor.

6. **TAXES:**

- A. Applicable Taxes: Unit bid prices stated are before 8.5% sales tax. However, the total cost to the City of Sedro-Woolley, including all applicable taxes, may be the basis for determining the low bidder.
- B. Federal Excise Tax: Do not include Federal Excise Tax in the bid prices. Federal Tax Exemption Certificates will be furnished, if required.
7. COMPLIANCE WITH REGULATIONS: The bidder agrees to abide by all laws, rules and regulations promulgated by the United States of America, the State of Washington, or any agencies or subdivisions thereof, specifically including WISHA and OSHA regulations in effect at the time of bid opening. The Contractor and/or Vendor shall be solely responsible for all violations of the law from any cause in connection with work performed under this Contract.
8. FILLING IN PROPOSAL FORMS: The bidder will submit their proposal on the form furnished in the specifications. All blank spaces in the proposal form will be properly filled in, printed in ink or typewritten. The forms will be signed by the responsible company official, with the printed or typewritten designation of the office held in the company. The address of the bidder will be typed or printed on the proposal in the spaces provided.
9. INSERTIONS OF MATERIAL CONFLICTING WITH SPECIFICATIONS: Only material inserted by the bidder to meet requirements of the specifications will be considered. Any other material inserted by the bidder will be disregarded by the City of Sedro-Woolley on grounds for rejection of the bidder's proposal.
11. CONTACT PERSON: For further information relating to these specifications, please contact:

CITY OF SEDRO-WOOLLEY
C/O Nathan Salseina
Public Works Operations Supervisor
409 Alexander
Sedro-Woolley, WA 98284
Office Phone (360) 856-5167
Cell Phone (360) 661-6492
E-Mail: nsalseina@ci.sedro-woolley.wa.us

12. SHIPPING: Freight prepaid and allowed shall be included in unit bid pricing.
13. DELIVERY: The delivery address on this contract will be 409 Alexander St., Sedro-Woolley, WA 98284.
- All equipment is to be delivered within the number of days bid by the Vendor and specified on the contract.
14. DELIVERY DATE: Delivery date on the proposal sheet is for information purposes, but may be a determining factor in the award of contract.
15. LATE DELIVERY: The Vendor agrees to pay a late delivery assessment for any delay in delivery exceeding thirty (30) calendar days beyond the required delivery date shown on the Bid Proposal sheet, in an amount of \$25.00 per working day (M - F). Any such late delivery assessments will be deducted from the Vendor's invoices prior to payment. The Vendor shall not, however, be responsible for delays in delivery due to acts beyond his or the manufacturer's reasonable control or due to acts of God, fire, strikes, epidemics, war, riot, unavoidable delay in transportation or rail car/transport shortages, or documented unavoidable material shortages, provided the customer is notified in writing by the Vendor of such pending or actual delay and the reasons therefore. If deemed excusable, the Buyer shall authorize an extension of time. In the event of such an excusable delay, the date of delivery shall be extended for a period equal to the time lost due to the reason for delay. Any damage assessment or extensions of time WILL ONLY BE AUTHORIZED IN WRITING by the City of Sedro-Woolley.

16. **SUBSTITUTIONS**: If the City of Sedro-Woolley has specified manufacturer's brands and stock numbers to establish minimum standards, approved equals will be accepted. To receive such approval, the bidder shall be solely responsible for making the City of Sedro- Woolley familiar with the proposed products. Suppliers bidding other than specified must include with their bid complete specification sheets, photographs, schematic drawings, etc. Performance testing in the field may be required. Unfamiliar and/or untested products will be rejected as not meeting specifications. The City of Sedro-Woolley reserves the right to be the sole judge of acceptability.
17. **PROHIBITION OF ALTERATIONS**: Except as otherwise provided herein, proposals which are incomplete or which are conditioned in any way, or which contain erasures, alterations or items not called for in the proposal, or which are not in conformity to the law, may be rejected. The proposal form invites bids on definite plans and specifications. Only the amounts and information asked for on the proposal form furnished will be considered as the bid.

Bidders are warned that any attempt to condition the proposal by inserting therein, any exceptions to the specifications or any conditions, qualification or additions, which vary the terms of the proposal may result in the rejection thereof.

18. **TERMS AND CONDITIONS**: All terms and conditions of the City of Sedro-Woolley Purchase Order form shall apply to contracts resulting from this Request for Proposal.
19. **REJECTION OF PROPOSAL**: The City of Sedro-Woolley reserves the right to reject any or all bids, to waive any informalities in bids and to award any one or more items to any one or more bidders.
20. **INTERPRETATION OF PROPOSED CONTRACT DOCUMENTS**: If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications or other proposed contract documents, a bidder may submit a written request for an interpretation thereof. Any interpretation of the proposed documents will be mailed or delivered to each person receiving a set of such documents. The City of Sedro-Woolley will not be responsible for any other explanations or interpretations of the proposed documents. The City of Sedro- Woolley will receive all requests for interpretations no later than five (5) days prior to bid opening time.
21. **EXTENSION OF CONTRACT**: Contracts resulting from this Request for Proposal shall be subject to a one year extension by mutual agreement, per the same prices, terms and conditions resulting from this Proposal.
22. **FACSIMILE**: Telecopy (facsimile) bid proposals will be accepted by the City of Sedro- Woolley.
23. **CODE OF ETHICS**: The successful bidder agrees that its violation of the City of Sedro-Woolley's Code of Ethics shall constitute a breach of the contract subjecting the contract to termination.
24. **INTERLOCAL COOPERATIVE PURCHASING**: Although the bid quantities stated herein are for the City of Sedro-Woolley, other Washington public agencies that have entered into an interlocal agreement with the City of Sedro-Woolley may purchase at the same prices, terms, conditions, and specifications as stated on this bid, subject to the agreement of the successful vendor. Each public agency shall formulate a separate contract with the successful vendor, incorporating the terms and conditions of the successful vendor's contract with the City of Sedro-Woolley. The City of Sedro-Woolley shall incur no liability in connection with a purchase by another public agency. It will be the successful Vendor's responsibility to inform and provide copies of this contract to other public agencies desiring to utilize this interlocal requirement contract. Vendor shall invoice public agencies utilizing this interlocal contract as separate entities.
25. The equipment being bid must be a product currently being manufactured and for a minimum period of TWO (2) years. There will be NO EXCEPTIONS to this point.

26. INDEMNIFICATION:

A. The CONTRACTOR shall indemnify, defend, and hold harmless the CITY OF SEDRO-WOOLLEY, its officials, officers, agents, employees, and volunteers, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising out of the subject matter of this Agreement; provided that this provision shall not apply to the extent that damage or injury results from the fault of the CITY OF SEDRO WOOLLEY, or its officers, agents, or employees. The term "fault" as used herein shall have the same meaning as set forth in RCW 4.22.015, as that statute may hereafter be amended.

B. the CONTRACTOR and/or VENDOR specifically assumes potential liability for actions brought by the CONTRACTOR'S and/or VENDOR's own employees against the CITY OF SEDRO-WOOLLEY and, solely for the purpose of this indemnification and defense, the CONTRACTOR and/or VENDOR specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

C. These indemnifications shall survive the termination of this Agreement.

D. A waiver or failure by either party to enforce any provision of this Agreement shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Agreement.

27. CONFLICT OF INTEREST: No officer, employee or agent of the CITY OF SEDRO WOOLLEY, nor any member of the immediate family of any such officer, employee or agent as defined by City ordinance, shall have any personal financial interest, direct or indirect, in this Agreement, either in fact or in appearance. The CONTRACTOR shall comply with all federal, state, and city conflict of interest laws, statutes and regulations. The CONTRACTOR represents that the CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, in the program to which this Agreement pertains which would conflict in any manner or degree with the performance of the CONTRACTOR'S services and obligations hereunder. The CONTRACTOR further covenants that, in performance of this Agreement, no person having any such interest shall be employed. The CONTRACTOR also agrees that its violation of the City of Sedro-Woolley's Code of Ethics shall constitute a breach of this contract subjecting the contract to termination.

28. WARRANTY: List if one is available.