

**PIERCE COUNTY  
INVITATION TO BID**

**NUMBER 549**

**FOR**

**PRINTING SERVICES: PIERCE COUNTY BIKE MAPS**

**BIDS MUST BE SUBMITTED TO:  
CLERK OF THE COUNCIL  
930 TACOMA AVE S RM 1046  
TACOMA WA 98402-2176**

**AND WILL BE RECEIVED UNTIL 1:00 P.M., APRIL 15, 2011  
AT WHICH TIME THEY WILL BE PUBLICLY OPENED  
AND READ ALOUD IN THE COUNCIL CHAMBERS, 10TH FLOOR COUNTY-CITY BUILDING  
930 TACOMA AVE S, TACOMA WA**

**\*\*\*\*\***

**PURCHASING DEPARTMENT  
615 SOUTH 9TH STREET SUITE 100  
TACOMA WASHINGTON 98405-4674**

**ACTING FOR:**

**PUBLIC WORKS & UTILITIES**

TABLE OF CONTENTS

**BID DOCUMENTS**

---

- **INVITATION TO BID**  
Pages 1-6
  - **GENERAL CONDITIONS AND INSTRUCTIONS**  
Page 1 of 5 through Page 5 of 5
  - **CONTRACT COMPLIANCE REQUIREMENTS FOR SUPPLY OR SERVICES CONTRACTS - Pages 1-3**
- 

The following forms must be returned with the bid:

- **Bid/Proposal Form including Certification of Non-Segregated Facilities and Non-Collusion & Debarment Affidavit (Must be notarized)**
- **Subcontractor's Participation Form (Page 2 of Contract Compliance)**
- **Personnel Workforce Data Form (Page 3 of Contract Compliance)**

**PIERCE COUNTY INVITATION TO BID NUMBER 549**

**BID REQUIREMENTS**

To furnish Pierce County with bike maps, per the following specifications and attached requirements. Pierce County expects that 100,000 maps will be needed.

Bidders to bid on three alternate bids:

- Alternate #1 – 50,000 bike maps (another bid will be done in 2012 for 50,000 maps);
- Alternate #2 – 50,000 bike maps printed this year and 50,000 maps with revisions, ordered and paid for in 2012;
- Alternate Bid #3 – 100,000 bike maps.

Pierce County will award based on the alternate that best meets its needs.

Specifications:

Flat Size: 24 x 34

Stock: Opus 70# Dull 30% Recycled

Double Sided

Ink: 4 color process

Bindery: Fold to 4 x 8.5

Bleeds: 1/8 inch

Materials furnished to successful bidder: Disk ready for output or file to FTP site.

Proofs: Color Proof with Epson Stylus Pro 7000 Printer for matchprint to presses calibrations with 1440 x 720 dpi. Proof must be furnished within 4 calendar days of receipt of order.

Delivery: 10-12 working days after proof approval.

File Format: Prefer Adobe Acrobat (PDF), however wish to include full color photos on map. Alternatives: ArcMap, Indesign(PC) or CorelDraw

Price must include delivery of finished maps to Pierce County

| ALTERNATE BID NO. 1 |                                 |            |       |
|---------------------|---------------------------------|------------|-------|
| Estimated Quantity  | Description                     | Unit Price | Total |
| 50,000 ea           | Bike Maps, per specifications   | \$         | \$    |
|                     | Sales Tax @ 9.3%                |            | \$    |
|                     | <b>TOTAL BID, including Tax</b> |            | \$    |

| ALTERNATE BID NO. 2 |   |            |       |
|---------------------|---|------------|-------|
| Estimated Quantity  | Description   | Unit Price | Total |
| 50,000 ea           | Bike Maps, per specifications – Printed now                                     | \$         | \$    |
| 50,000 ea           | Bike Maps, Printed in 2012, with revisions (to be ordered and paid for in 2012) | \$         | \$    |
|                     | Subtotal  |            | \$    |
|                     | Sales Tax @ 9.3%  |            | \$    |
|                     | <b>TOTAL BID, including Tax</b>   |            | \$    |

FIRM NAME: \_\_\_\_\_

This page must be returned with the Page(s) entitled: "Bid Terms"

**PIERCE COUNTY INVITATION TO BID NUMBER 549**

| ALTERNATE BID NO. 3 |                               |            |       |
|---------------------|-------------------------------|------------|-------|
| Estimated Quantity  | Description                   | Unit Price | Total |
| 100,000 ea          | Bike Maps, per specifications | \$         | \$    |
|                     | Sales Tax @ 9.3%              |            | \$    |
|                     | TOTAL BID, including Tax      |            | \$    |

This bid is subject to the attached General Provisions.

Bid security is not required for this project. Please delete paragraph 1.4 of the attached General Provisions.

This contract shall not be renewable. Please delete paragraph 2.2 of the attached General Provisions.

All documents, reports, proposals, submittals, working papers, or other materials prepared by the contractor pursuant to this proposal shall be printed on recycled paper whenever practicable.

For more information about the specifications, contact Shawn Phelps, 253-798-3552.

FIRM NAME: \_\_\_\_\_

This page must be returned with the Page(s) entitled: "Bid Terms"

**PIERCE COUNTY INVITATION TO BID NUMBER 549**

**BID TERMS**

Prompt Payment Discount: \_\_\_\_\_% / \_\_\_\_\_ Days, Net 30

**DELIVERY IS GUARANTEED PER BID SPECIFICATIONS  
FOB TACOMA WA**

Time is of the essence.

If bidding other than as specified, or if "Bid Requirements" do not specify a brand name or model, indicate brand name and model number you are offering here:

\_\_\_\_\_ and **attach descriptive literature** with factory specifications.

Pierce County reserves the right to reject any and all bids, to waive any informality in bids and to accept any item in the bid.

All questions and blanks in this bid must be completed in full for valid bid response.

Pierce County is required to pay State sales tax (or use tax if vendor does not collect sales tax), but is exempt from Federal excise tax.

**CERTIFICATION OF NONSEGREGATED FACILITIES**

The contractor certifies that no segregated facilities are maintained and will not be maintained during the execution of this contract at any of contractor's establishments.

The contractor further certifies that none of the contractor's employees are permitted to perform their services at any location under the contractor's control during the life of this contract where segregated facilities are maintained. The contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained.

The contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom, or otherwise.

The contractor agrees that identical certifications from proposed contractors will be obtained prior to the award of any subcontracts. Contractor will retain a copy of any subcontractor's certification and will send original to Contract Compliance Division.

**NON-COLLUSION & DEBARMENT AFFIDAVIT**

I, the undersigned, having carefully examined the Invitation to Bid, propose to furnish materials, equipment, supplies and/or services as set forth herein.

Being first duly sworn, on my oath, I hereby certify that this proposal is genuine and not a sham or collusive proposal, or made in the interests or on behalf of any person not therein named; and I have not directly or indirectly induced or solicited any contractor or supplier on the above work to put in a sham proposal or any person or corporation to refrain from submitting a proposal; and that I have not in any manner sought by collusion to secure to myself an advantage over any other contractor(s) or person(s).

I further certify that, except as noted below, the firm, association or corporation or any person in a controlling capacity associated therewith or any position involving the administration of federal funds; is not currently under suspension, debarment, voluntary exclusion, or determination of eligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the

FIRM NAME: \_\_\_\_\_

This page must be returned with the Bid

**PIERCE COUNTY INVITATION TO BID NUMBER 549**

past three years; does not have a proposed debarment pending; and has not been indicted, convicted or had a civil judgement rendered against said person, firm, association or corporation by a court of competent jurisdiction in any matter involving fraud or official misconduct within the last three years.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate above to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

"A suspending or debaring official may grant an exception permitting a debarred, suspended, or excluded person to participate in a particular transaction upon a written determination by such official stating the reason(s) for deviating from the Presidential policy established by Executive Order 12549..." (49CFR Part 29 Section 29.215).

\_\_\_\_\_  
Vendor's Registered Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Signature** of person authorized to enter contractual agreements

\_\_\_\_\_  
Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
County of \_\_\_\_\_  
My commission expires: \_\_\_\_\_

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

\_\_\_\_\_  
UBI No.

\_\_\_\_\_  
Phone (Area Code)

\_\_\_\_\_  
FAX (Area Code)

Complete the tax status information for one of the following business entity types. **Individual or Corporate name must match exactly as registered with either Social Security Administration or Internal Revenue Service.**

SOLE PROPRIETOR:

\_\_\_\_\_  
Business Owner's Name

\_\_\_\_\_  
Business Owner's Social Security Number

\_\_\_\_\_  
DBA/Business or Trade Name (if applicable)

PARTNERSHIP:

\_\_\_\_\_  
Name of Partnership

\_\_\_\_\_  
Partnership's Employer Identification Number

CORPORATION:

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
Corporation's Employer Identification Number

**PLEASE NOTE:** Proposals shall be signed by the person or persons having authority to sign them. If a bidder is a corporation the proposal shall be signed on behalf of the corporation by such an authorized person. If a bidder is a copartnership, the proposal shall be signed by an authorized member of the copartnership. When the bidder is a joint venture, the proposal shall be signed by one or more individuals as authorized by the Joint Venture. Pierce County may require bidders to furnish duly authenticated copies of resolutions, or minutes or power-of-attorney from each person or entity to be bound, evidencing that authority.

**THIS PAGE MUST BE SIGNED, NOTARIZED, AND RETURNED WITH THE BID.**

# GENERAL PROVISIONS

## **1. BIDDING REQUIREMENTS**

### **1.1 USE AND COMPLETION OF COUNTY PROPOSAL SHEETS**

#### **A. Bidder's Proposal**

Each Bidder must bid exactly as specified on the Invitation to Bid (hereinafter referred to as bid) sheets. All bids must remain open for acceptance by the County for a period of at least 60 calendar days from the date of opening of the bids.

#### **B. Alterations of Proposals Not Allowed**

Proposals that are incomplete or conditioned in any way, contain alternatives or items not called for in the General Provisions and Specifications, or not in conformity with law may be rejected as being nonresponsive. The County cannot legally accept any proposal containing a substantial deviation from these Specifications.

#### **C. Filling Out County Bid Forms**

All proposals must be made upon blanks furnished by the Purchasing Department of Pierce County and the prices must be stated in figures either written in ink or typewritten. No proposal having erasures or interlineations will be accepted unless initialed by the Bidder in ink.

### **1.2 CLARIFICATION OF PROPOSAL FOR BIDDER**

If a prospective Bidder has any questions concerning any part of the Bid/Proposal, he/she may submit a written request to the Pierce County Purchasing Office for answer of his/her questions. Any interpretation of the Bid will be made by an Addendum duly issued and mailed or delivered to each prospective Bidder. Such addendum must be acknowledged (a) by signing and returning the addendum or (b) by letter. Such acknowledgement must be received by the County prior to the bid opening. Pierce County will not be responsible for any other explanation or interpretation of the bid documents.

### **1.3 BLANK**

### **1.4 BID SECURITY (When specifically required by the Invitation to Bid)**

Each bid must be accompanied either by a certified or cashier's check for 5% of the total amount bid, payable to the Pierce County Treasurer, or an approved Bid Bond, by a surety company authorized to do business in the State of Washington, for 5% of the total amount bid. The check or Bid Bond is security that the bidder will, if awarded the bid, enter into a contract with the County for this activity within the time set forth in these requirements. Any bidder who refuses to enter into a Contract after it has been awarded to the Bidder will be in breach of the agreement to enter the Contract and the Bidder's certified or cashiers check or Bid Bond shall be forfeited.

If a Bid Bond is used, the 5% may be shown either in dollars and cents, or the Bid Bond may be filled in as follows, "5% of the total amount of the accompanying proposal".

Upon award and signing of the Contract the bid security will be returned if a check or will automatically expire if a Bid Bond. The bid securities of all other bidders will be processed in the same manner immediately upon the award of the Contract.

### **1.5 DELIVERY OF PROPOSALS TO PIERCE COUNTY**

All bid proposals and documents must be delivered to the Clerk, Pierce County Council, 930 Tacoma Ave So, Room 1046, Tacoma, WA 98402-2176, in a sealed, properly addressed envelope with the name of the Bidder and bid number and description of the project plainly written on the outside

of the envelope, prior to the scheduled time and date stated in the Invitation to Bid. County offices are not open for special mail or other delivery on weekends and County holidays. Pierce County shall assume no responsibility for delay in U.S. mail service or for bids delivered to County offices other than the specified Council Office.

Teletype bid proposals will be accepted by the County provided that the original signed bid proposal is mailed to the Chief Clerk and postmarked prior to the time designated for the bid opening. Also, teletype proposals shall not be sent to the County's teletype machine but must be sent to the Bidder's agent and delivered to the Chief Clerk in a sealed envelope, as stated above, before the time stated in the Bid.

Bids received after the time stated in the bid will not be accepted and will be returned, unopened, to the Bidder. There will be no exceptions or waivers of this requirement.

### **1.6 CONTRACTOR'S STATE REGISTRATION NO. (NOT APPLICABLE TO SUPPLY ONLY CONTRACTS)**

Contractors are required to be registered by the State per Chapter 18.27 of the Revised Code of Washington and their registration number must be listed on the bid.

### **1.7 BID IS NONCOLLUSIVE**

The Bidder represents by the submission of the Proposal that the prices in this Bid are neither directly nor indirectly the result of any formal or informal agreement with another bidder.

### **1.8 EVALUATION OF BID**

#### **A. Experience, Delivery Time and Responsibility**

In the evaluation of otherwise responsive bids, the Bidder's experience, delivery time and responsibility in performing other contracts will be considered. In addition to price, the following may be considered:

- I. The ability, capacity and skill of the bidder to perform the contract, provide the services required.
- II. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.
- III. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- IV. The quality of performance of previous contracts or service.
- V. The previous and existing compliance by the bidder with laws and ordinances relating to contracts or services.
- VI. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
- VII. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- VIII. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.
- IX. Compliance with all affirmative action requirements, minority business enterprise and women's business enterprise subcontracting and contracting requirements.

#### **B. 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 as being nonresponsive and may be grounds for rejection of the Bidder's Bid/Proposal.

#### **C. Correction of Ambiguities and Obvious Errors**

The County reserves the right to correct obvious ambiguities and errors in the Bidder's proposal and to waive non-material irregularities and/or omissions. In this regard, if the unit price does not compute to the extended total price, the unit price shall govern. Written prices will govern over numeric prices.

## 1.9 WITHDRAWAL OF BID

### A. Prior to Bid Opening

Any Bidder may withdraw his/her Bid prior to the scheduled bid opening time by delivering a written notice to the Chief Clerk, Pierce County Council Office. The notice may be submitted in person or by mail; however, it must be received by the County Council Office prior to the time for bid opening.

### B. After Bid Opening

No bidder will be permitted to withdraw his/her Bid/Proposal after the time of bid opening, as set forth in the Invitation To Bid, and before the actual award of the Contract, unless the award of Contract is delayed more than sixty (60) calendar days after the date set for bid opening. If a delay of more than 60 calendar days does occur, then the Bidder must submit written notice withdrawing his/her Bid to the Pierce County Purchasing Agent.

## 1.10 OPENING OF BIDS

At the time and place set for the opening of bids, all Proposals, unless previously withdrawn, will be publicly opened and read aloud, irrespective of any irregularities or informalities in such Proposal.

## 1.11 TAXES

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Vendor must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Vendor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax. Where applicable the County shall furnish a Federal Excise Tax Exemption certificate.

## 1.12 APPROVED EQUAL

The brand names listed indicate the standard of quality required. Brands of equal quality, performance and use will be considered provided the offeror specifies the brand, model and other data for comparison with their bid. Pierce County will be the sole judge for approving other brands offered as equals to the brand specified. Bidders shall indicate if they are offering alternate brands in the space below each item and must provide descriptive specifications explaining the merits of the substitute item.

## 1.13 FAILURE TO SUBMIT BIDS

If the recipient of this Bid does not submit an offer for the goods or services requested, they shall return it and/or a written notice stating whether they wish to continue to receive future solicitations for the type of supplies or services specified. Failure to do so may result in removal of the recipient's name from the bidders' mailing list.

## 1.14 APPROXIMATE QUANTITY REQUIREMENTS

The quantities listed are the County's current approximate requirements. Pierce County will neither be obligated by nor restricted to these quantities and may increase or decrease any item(s) ordered under this contract and pay according to the unit prices quoted in the Bid.

## 1.15 COOPERATIVE PURCHASING

The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods and services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties are willing. The Contract maximum for this contract per annual term, or for any renewal period, is for Pierce County's use only. Other agencies may use this contract up to their contract limits, if any, exclusive of and in addition to the County's contract maximum.

## 1.16 DELIVERY

Quotation shall cover delivery F.O.B. Pierce County, Tacoma, Washington, (unless otherwise stated in this Invitation to Bid at the designated address set forth in the proposal given to each bidder).

## 1.17 AWARD

The County reserves the right to award a contract for any or all items to one or more Bidders, to reject any and all Bids or any item(s) within the Bids, to waive any informality in the Bids, and to call for new Bids as best meets the needs of the County.

## 2. CONTRACT REQUIREMENTS

### 2.1 AWARD OF CONTRACT

Written notification will be mailed or otherwise furnished to the successful offeror (lowest responsive bidder). Within 20 calendar days after the notice of proposed award, the apparent successful bidder shall return the signed contract or other specified award documents prepared by the County, insurance certification as required and any other pre-award information the County requires.

Until the County executes said contract or award/acceptance documents, no proposal shall bind the County to execute a contract, nor obligate it to bear any expense pursuant to the Invitation for Bids. Neither shall any work begin within the project limits or within the County furnished sites. The Contractor shall bear all risks for any work begun outside such areas and for any materials ordered before the contract is executed by the Contracting Agency, and the Contractor is given written Notice To Proceed.

Pierce County is prohibited by RCW 39.06.010 from executing a contract with a Contractor who is not registered or licensed as required by the laws of the state. In addition, Pierce County may require persons doing business with the County to possess a business license prior to award.

When the Proposal Form provides spaces for a business license number, a Washington State Contractor's registration number, or both, the bidder shall insert such information in the spaces provided. The County may at its option, require legible copies of the Contractor's Registration and/or business license be submitted to the Architect/Engineer as part of the County's pre-award information and evaluation activities.

### 2.2 **CONTRACT RENEWAL PERIODS (When specifically allowed by the Invitation to Bid)**

This proposed agreement shall remain in effect for a period of one year from and after its effective date and shall automatically be renewed on a year-to-year basis thereafter unless either party hereto serves notice upon the other party of its intention to cancel at least 30 days in advance of the termination of the first year, or during any yearly renewal thereof. Notice during each renewal term may occur at any time during the course of such term. Prices will be considered firm for at least the first 12 months of the contract. No change in services or prices will be allowed without written consent of both parties, pursuant to the following conditions:

"Prices will be subject to increase or decrease in the same proportion as changes occur in the vendor's certified costs, providing the vendor requests an adjustment from the Purchasing Department 30 days prior to the effective date. The written request shall be accompanied by written proof of said changes in cost to vendor and is subject to acceptance by the Purchasing Department. The County shall have the option of accepting the price change or canceling the balance of the contract. All price decreases must be offered to the County."

Total contract period not to exceed 5 years.

### 2.3 CONFLICTS IN SPECIFICATIONS



Anything mentioned in the Specifications and not shown on the Drawings and anything on the Drawings and not mentioned in the Specifications shall be of like effect and shall be understood to be shown and/or mentioned in both. In case of differences between Drawings and Specifications, the Specifications shall govern. In addition, in the event of any conflict between these General Provisions, the Technical Provisions and/or the Proposal pages, the following order of precedence shall control:

- a) Preprinted portions of the Proposal pages prevail if they conflict with the General or Technical Provisions.
- b) Technical Provisions prevail if they are in conflict with the General Provisions.
- c)
- c) Unit prices will prevail when an error in extending total amounts occurs. In case of discrepancy of figures between Drawings, Specifications or both, the matter shall immediately be submitted to the Pierce County Purchasing Agent for determination. Failure to submit the discrepancy issue to the Purchasing Agent shall result in the Vendor's actions being at his/her own risk and expense.

## 2.4 INSPECTION

### A. Of the Work

All materials furnished and work done shall be subject to inspection. The Inspector administering the Contract shall at all times have access to the work wherever it is in progress or being performed, and the Vendor shall provide proper facilities for such access and inspection. Such inspection shall not relieve the Vendor of the responsibility of performing the work correctly, utilizing the best labor and materials in strict accordance with the Specifications of the Contract. All material or work approved and later found to be defective shall be replaced without cost to Pierce County.

### B. Inspector's Authority

The Inspector shall have power to reject materials or workmanship which do not fulfill the requirements of these Specifications, but in case of dispute the Vendor may appeal to the Pierce County Purchasing Agent, whose decision shall be final.

The Contract shall be carried out under the general control of the representative of the particular Department administering the Contract, who may exercise such control over the conduct of the work as may be necessary, in his or her opinion, to safeguard the interest of Pierce County. The Vendor shall comply with any and all orders and instructions given by the representative of the particular Department administering the Contract in accordance with the terms of the Contract.

Nothing herein contained, however, shall be taken to relieve the Vendor of his/her obligations or responsibilities under the Contract.

## 2.5 FEDERAL, STATE AND MUNICIPAL REGULATIONS

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington.

## 2.6 GUARANTEE

The supplier and/or manufacturer of the supplies, material and/or equipment furnished pursuant to this Contract agrees to correct any defect or failure of the supplies, materials and/or equipment which occurs within one year from the date of: (1) test energization if electrical or mechanical equipment; (2) commencement of use if supplies or materials, provided, however, said guarantee period shall not extend beyond eighteen months after date of receipt by the County. All of the costs (including shipping, dismantling and reinstallation) of repairs and/or corrections of defective or failed equipment, supplies and/or material is the responsibility of the supplier and/or

manufacturer.

When the supplier is not the manufacturer of the item or equipment, supplier agrees to be responsible for this guarantee and supplier is not relieved by a manufacturer's guarantee.

The Contract guarantee period shall be suspended from the time a significant defect is first documented by the County until the work or equipment is repaired or replaced by Vendor and accepted by the County. In addition, in the event less than ninety (90) days remain on the guarantee period (after deducting the period of suspension), the guarantee period shall be extended to allow for at least ninety (90) days from the date the work or equipment is repaired or replaced and accepted by the County.

## 2.7 PIERCE COUNTY'S RIGHT TO TERMINATE CONTRACT

### A. Termination for Default

If the Vendor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Vendor in the U.S. mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Vendor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Vendor. The Vendor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Vendor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

### B. Termination for Public Convenience

The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the best interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Vendor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

## 2.8 VENUE AND CHOICE OF LAW

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Courts of the State of Washington in and for the County of Pierce. This Agreement shall be governed by the law of the State of Washington.

## 2.9 PAYMENT

Payment discount periods of twenty (20) calendar days or more offered by the Contractor 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, 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 the payment is mailed within the time specified. If no

terms are specified, net 30 days will automatically apply. 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.

## 2.10 WITHHOLDING PAYMENT

In the event the Contracting Officer determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the Contracting Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 8 days after it determines to withhold amounts otherwise due. A determination of the Contracting Officer set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. The County may act in accordance with any determination of the Contracting Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the County under this clause.

## 2.11 DEFENSE AND INDEMNITY AGREEMENT

The Vendor agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgements, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Vendor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees.

It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

## 2.12 INDUSTRIAL INSURANCE WAIVER

With respect to the performance of this agreement and as to claims against the County, its officers, agents and employees, the Vendor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this agreement extend to any claim brought by or on behalf of any employee of the Vendor. This waiver is mutually negotiated by the parties to this agreement.

## 2.13 BIDDER'S DUTY TO EXAMINE

The Bidder agrees to be responsible for examining the drawings, specifications, delivery schedules, delivery locations and all instructions. Failure to do so will be at the Bidder's risk.

## 2.14 PERMITS

The Vendor shall procure and pay for all permits and licenses necessary for the completion of this Contract including those permits required by Pierce County. In the event a necessary permit is not obtained the Vendor will not be permitted to work on items subject to said permit and any delays caused thereby will not be subject to extra compensation or extension.

## 2.15 FUTURE NON-ALLOCATION OF FUNDS

If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.

## 2.16 DISPUTES

### A. General

Differences between the Vendor and the County, arising under and by virtue of the Contract Documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Pierce County Purchasing Agent, shall be final and conclusive.

### B. Notice of Potential Claims

The Vendor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Purchasing Agent or the County, or (2) the happening of any event or occurrence, unless the Vendor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Vendor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Vendor shall keep full and complete daily records of the Work performed, labor and material used, and all costs and additional time claimed to be additional.

### C. Detailed Claim

The Vendor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Vendor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

## 2.17 FORCE MAJEURE

**Definition:** Except for payment of sums due, neither party shall be liable to the other or deemed in default 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 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.

**Notification:** 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 be provided. The time of completion shall be extended by contract modification 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.

Rights Reserved: The County reserves the right to cancel the contract and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Contractor shall have no recourse against the County.

#### **2.18 NOTICE**

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Vendor to the department head of the department for whom services are rendered, and to the County Purchasing Agent, 615 South 9th Street, Suite 100, Tacoma, WA 98405-4673.

Notice to the Vendor for all purposes under this Agreement shall be given to the address reflected on the Invitation to Bid. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

#### **2.19 SEVERABILITY**

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

#### **2.20 WAIVER**

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

#### **2.21 SURVIVAL**

The provisions of the following paragraphs, the provisions of the non-collusion affidavit, and the liability of the Vendor for default during the term of the Agreement shall survive, notwithstanding the termination or invalidity of this Agreement for any reason:

- Taxes
- Guarantee
- Pierce County's Right to Terminate Contract
- Venue and Choice of Law
- Hold Harmless & Indemnity Agreement
- Waiver
- Future Non-Allocation of Funds

#### **2.22 ENTIRE AGREEMENT**

This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

gpsupply.doc rev 04/05/07

**EXHIBIT "C"**  
**CONTRACT COMPLIANCE for**  
**PROFESSIONAL, TECHNICAL, SUPPLY OR SERVICES**  
Revised 5/01

It is the policy of Pierce County to foster an environment that encourages economic growth and diversification, business development and retention, increases competition and reduces unemployment. In support of that policy, Pierce County reaffirms its commitment to maximize opportunities in public contracting for all contractors including minority and women owned business enterprises.

Bidders are encouraged to utilize qualified, local businesses in Pierce County and Washington State where cost effectiveness is deemed competitive. In addition, Bidders are encouraged to subcontract with firms certified by the Washington State Office of Minority and Women's Business Enterprises (MWBE).

**A. MWBE DIRECTORY ASSISTANCE**

A directory of MWBE firms is published quarterly by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). Copies of the directory are available from the State OMWBE (360-753-9693) or may be viewed at the Public Works Department, 2702 S 42<sup>nd</sup> St Suite 201, Tacoma 98409, and the Tacoma Public Library, 1102 Tacoma Avenue South, Tacoma, 98402. Contact the Contract Compliance Office for additional information at (253) 798-7250.

**B. EQUAL EMPLOYMENT OPPORTUNITY:**

Upon execution of this contract, the Contractor shall comply with the Equal Employment Opportunity requirements set forth below. The Contractor shall not violate any of the terms of Chapter 49.60 of the Revised Code of Washington, Title VII of the Civil Rights Act of 1964, or any other applicable federal, state, or local law or regulation regarding nondiscrimination.

1. No person or firm employed by the Contractor shall be subject to retaliation for opposing any practice made unlawful by Title VII of the Civil Rights Act, the Age Discrimination in Employment Act (29 U.S.C. 621 et seq.), the Equal Pay Act (29 U.S.C. 206(d), the Rehabilitation Act (29 U.S.C. 791 et seq.), the Americans with Disabilities Act of 1990, or for participating in any stage of administrative or judicial proceedings under those statutes.
2. The Contractor shall take all reasonable steps to ensure that qualified applicants and employees shall have an equal opportunity to compete for advertised or in-house positions for employment. Applicants and employees shall be treated fairly without regard to race, color, religion, sex, age, disability, or national origin. Equitable treatment shall include, but not be limited to employment, upgrading or promotion, rates of pay increases or other forms of compensation, and selection for training or enrollment in apprenticeship programs.

**C. CERTIFICATION OF NONSEGREGATED FACILITIES**

The Contractor shall submit with its proposal a Certification of Nonsegregated Facilities. All requests to sublet or assign any portion of this contract, at any level, shall be accompanied by evidence of this certification in all subcontract agreements.

**D. SUBMITTAL REQUIREMENTS**

1. Certificate of non-segregated facilities: Contractor shall submit with proposal, each subcontractor shall submit when work is sublet.
2. Professional and Technical Workforce Data Form: Contractor shall submit with proposal, each Subcontractor shall submit the form when work is sublet.
3. Subcontractors Participation Form: Check the appropriate box indicating the firm who will perform the work of the contract. Submit the completed form with the proposal documents.

**SUBCONTRACTORS PARTICIPATION FORM**  
for  
**PROFESSIONAL, TECHNICAL, SUPPLY OR SERVICE PSAs**  
Revised (6/99)

Check appropriate statement below:

**Our firm will perform all contracted scope of work tasks.**

**Our firm will subcontract a portion of the work tasks.** The following firms were contacted and will be utilized in the performance of the work as indicated below.

List all potential subcontracting firms. Do not mark "N/A" unless the Bidder will perform all work or provide all supplies or services for this contract.

| Firm Name/Address/Phone | Work Item(s) Solicited | Proposal Amount | Awarded?<br>(yes/no) |
|-------------------------|------------------------|-----------------|----------------------|
|                         |                        |                 |                      |
|                         |                        |                 |                      |
|                         |                        |                 |                      |
|                         |                        |                 |                      |

1. List full name, address, and phone number of each firm listed to be utilized.
2. List specific work to be accomplished, supplies to be furnished and the amount proposed for each subcontract.
3. Contact the Pierce County Contract Compliance Officer at (253) 798-7250 if you have questions.

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_ PHONE: \_\_\_\_\_

**PERSONNEL WORKFORCE DATA FORM**

Firm Name \_\_\_\_\_ Project \_\_\_\_\_ Project # \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone No.(\_\_\_\_) \_\_\_\_\_

Contract Work Hours ( if applicable) \_\_\_\_\_ Type of Service Provided \_\_\_\_\_

**CONTRACTOR'S AGGREGATE WORK FORCE - if you need additional space, photo copy this section and attach it to this form.**

| OCCUPATION            | Total Employed |   | Total Minority |   | Native American |   | Asian |   | Hispanic |   | Black |   | Apprentice/<br>Trainee |   |
|-----------------------|----------------|---|----------------|---|-----------------|---|-------|---|----------|---|-------|---|------------------------|---|
|                       | M              | F | M              | F | M               | F | M     | F | M        | F | M     | F | M                      | F |
| Management            |                |   |                |   |                 |   |       |   |          |   |       |   |                        |   |
| Professionals         |                |   |                |   |                 |   |       |   |          |   |       |   |                        |   |
| Technicians           |                |   |                |   |                 |   |       |   |          |   |       |   |                        |   |
| Administrative        |                |   |                |   |                 |   |       |   |          |   |       |   |                        |   |
| Other Classifications |                |   |                |   |                 |   |       |   |          |   |       |   |                        |   |
|                       |                |   |                |   |                 |   |       |   |          |   |       |   |                        |   |
|                       |                |   |                |   |                 |   |       |   |          |   |       |   |                        |   |
|                       |                |   |                |   |                 |   |       |   |          |   |       |   |                        |   |
|                       |                |   |                |   |                 |   |       |   |          |   |       |   |                        |   |
|                       |                |   |                |   |                 |   |       |   |          |   |       |   |                        |   |
| <b>TOTALS:</b>        |                |   |                |   |                 |   |       |   |          |   |       |   |                        |   |