

**RENTON TECHNICAL COLLEGE
INVITATION FOR BID: CLASS SCHEDULE PRINTING**

THIS IS NOT AN ORDER

PAGE 1 OF 6 PAGES

RETURN BID TO:
RENTON TECHNICAL COLLEGE
PURCHASING DEPARTMENT
3000 N.E. 4TH STREET
RENTON, WA 98056-4195

BIDS MAY BE
HAND-DELIVERED TO:

BUILDING J, ROOM 114
(address at left)

MARK YOUR BID ENVELOPE
WITH BID NUMBER, RETURN
DATE AND COMPANY NAME.

PHONE 425-235-2295

DATE 12/4/07	BID NO. 3-07	CONTRACT ADMINISTRATOR Perry Culwell, C.P.M.	BID OPENS AT 3:00 PM 12/27/07
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A. CONTRACT SCOPE:

Provide all labor, materials, supplies, equipment and supervision for printing and delivery of RTC Spring and Fall/Summer Preview 2008 Class Schedules. "Delivery" shall include bulk mailing using topsheets provided by Contractor.

1. Specifications: Printing

- a. Delivery Dates: February 7, 2008 for Spring Class Schedule
May 8, 2008 for Fall/Summer Preview
- b. Quantity: 235,000 each
- c. Number of Pages: 72 for Spring Class Schedule
88 for Fall/Summer Preview
- d. Paper Size: 8-1/2"x11" (trimming 1/4" from width and 1/2" from length is allowed)
- e. Stock: Standard Newsprint, 30lb white (no pub trim)
- f. Ink: Front and back cover full process color; all other inside pages black only. Cover bleeds 3-sides (no bleed on inside pages).
- g. Binding: Glued **OR** stitch and trim binding
- h. Art: Art (including all graphic, font and photo files) will be supplied entirely on CD or via file transfer protocol as InDesign CS2 for Windows files not less than 9 working days prior to delivery date. Where applicable, Contractor produces all film.
- i. Proofs: (1) Contractor shall provide proof showing all photos and artwork in place, and representative color proof for cover. (2) Bid price shall include all arrangements and cost for pickup and delivery of artwork and proofs.

2. Specifications: Delivery and Mailing

- a. Delivery to College: Class Schedule copies not designated for mailing will be bundled (all bundles to be double-banded), palletized and delivered FOB Destination to the College (above address) between 8:00am and 1:00pm not

YOUR SEALED BID MUST BE RECEIVED IN THE PURCHASING DEPARTMENT BY THE BID OPENING DATE/TIME GIVEN HEREON AT WHICH TIME ALL BIDS WILL BE PUBLICLY OPENED AND READ IN ACCORDANCE WITH STATE PURCHASING REGULATIONS.

Please direct all questions to the Contract Administrator at the above phone number. Bid net prices at which you agree to furnish all of the articles identified herein, FOB location above, freight prepaid and included. Prices are to be based upon specified units and totaled. In case of conflict unit price bid will prevail. To be considered, bid prices must be in ink or typewritten on this bid form and the bid signed in full by bidder's authorized agent in ink. Add sales tax as separate item; do NOT include in price(s) bid. Bid responses not so completed or received after the time/date stipulated herein will be rejected. All corrections by bidder must be initialed by bidder's representative. Any brands/models listed herein are to indicate a standard of quality, unless otherwise stated that no alternates, equals or substitutions will be accepted. Unless otherwise specified, items are to be new/unused and of latest manufacture. The College reserves the right to accept or reject bids on each item, groups of items, or all items, waive informalities and to contract as the best interests of the College may require. Bids are subject to the special and general terms and conditions attached hereto. By signing below, bidder affirms having read all conditions noted herein, agrees thereto and has stated hereon the prices at which he/she will furnish and deliver at the given locations articles as specified. IF UNABLE TO BID, PLEASE RETURN WITH BRIEF EXPLANATION. Bid results will not be given until after award. Vendor's bid constitutes a firm offer open for acceptance for a period not less than sixty (60) days, and becomes a contract when formally accepted by the College by issuance of a confirming Purchase Order or similar written notice of award.

VENDOR GUARANTEES DELIVERY F.O.B. DESTINATION WITHIN _____ DAYS AFTER RECEIPT OF ORDER AT ADDRESS SHOWN. SHIPMENT WILL BE MADE FROM _____ VIA _____	VENDOR WILL ALLOW _____ % DISCOUNT FOR PAYMENT WITHIN _____ DAYS AFTER RECEIPT OF INVOICE OR MATERIALS, WHICHEVER IS LATER. NET 30	VENDOR (BIDDER AND CONTRACTOR) COMPANY NAME ADDRESS CITY _____ STATE _____ ZIP _____ SIGNED BY (AUTHORIZED AGENT) _____ DATE _____ TITLE _____ PHONE _____ FAX _____
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**RENTON TECHNICAL COLLEGE
INVITATION FOR BID - CONTINUATION SHEET**

DATE 12/4/07	BID NO. 3-07	CONTRACT ADMINISTRATOR Perry Culwell, C.P.M.	PAGE 2 OF 6 PAGES.
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later than 2/7/08 (for Spring Class Schedule) and 5/8/08 (for Fall/Summer Preview). Time of delivery to the College shall be coordinated **in advance** with the Public Information Office. College delivery shall occur **prior** to all post office deliveries.

Note: The College estimates that the number of Class Schedules to be delivered to the College is approximately 13,000 for Spring and 13,000 for the Fall/Summer Preview. Contractor will be contacted approximately two weeks prior to each printing date and given specific quantities for the General Bulk Mailing and Specific Bulk Mailing, thereby verifying the quantity of remaining copies to be delivered first to the College.

b. Mailing:

- 1) General Bulk Mailing: The contractor will provide topsheets for mailing. Mailed copies must be bundled with top sheets to meet postal service specifications. Class schedules must be palletized to meet postal service requirements, shrink-wrapped and delivered FOB Destination to the **Seattle Terminal Annex**. Arrival at the Seattle Terminal Annex must occur not later than 2/8/08 (for Spring) and 5/9/08 (for Fall/Summer Preview). Postage costs will be prepaid by the College.
- 2) Specific Bulk Mailing: Contractor will prepare a specific bulk mailing to specified addresses consisting of approximately 1500 pieces for the Spring Class Schedule and 1500 pieces for the Fall/Summer Preview. The College will supply a file of the required addresses in Excel for Windows format, from which the Contractor will standardize, sort, print and affix labels, prepare a Postal Statement, and deliver to the Seattle Terminal Annex. Postage costs will be prepaid by the College.

B. BID RECORD

Bid prices for each of the following, including all charges except sales tax. See IFB section D.8 for additional provisions governing prices bid under this contract.

1. Spring 2008 Class Schedule, 72 pages, all art supplied on CD or via FTP; 235,000 quantity:
 - a. Printing: \$ _____
 - b. Delivery of non-mailed copies to the College: \$ _____
 - c. General Bulk Mailing: \$ _____
 - d. Specific Bulk Mailing: \$ _____
2. Fall/Summer 2008 Preview, 88 pages, all art supplied on CD or via FTP; 235,000 quantity:
 - a. Printing: \$ _____
 - b. Delivery of non-mailed copies to the College: \$ _____
 - c. General Bulk Mailing: \$ _____
 - d. Specific Bulk Mailing: \$ _____
 - e. Guaranteed Escalation Limit: Price escalation will only be allowed for the paper component of printing costs for the Fall/Summer Preview. In no event shall a proposed total printing price increase for the Fall/Summer Preview exceed the percentage quoted below, or actual newsprint paper cost increases at the manufacturer's level, whichever is less.* **This percentage is a factor in IFB cost evaluation, and completion of this section is required for IFB to be considered responsive.** See IFB section D.8 for more information.

_____ % of price quoted for Fall/Summer Preview Printing (IFB section B.2.a)

**Example: If section B.2.a printing price is quoted at \$20,000 (pretax) with a guaranteed escalation limit of 3%, actual printing charges shall not exceed \$20,600.00 (pretax), provided sufficient manufacturer paper cost increase documentation is provided to justify such an increase.*

3. Binding: Bid is based on the following binding type (check one):
 - a. Spring Class Schedule: ☐ Glued ☐ Stitch & Trim
 - b. Fall/Summer Preview: ☐ Glued ☐ Stitch & Trim

C. CONTRACTOR REPRESENTATIONS:

1. References: Responsibility and competence of the bidder will be considered in making award of this contract. Bidder shall supply College with a list below of not less than three (3) customers (Washington Community/Technical Colleges

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and other Washington state agencies preferred) for whom he/she has supplied goods and services comparable in nature and scope to that described in this Invitation for Bid within the past three years.

Co. Name: _____

Phone: _____

Contact: _____

Co. Name: _____

Phone: _____

Contact: _____

Co. Name: _____

Phone: _____

Contact: _____

2. Bidder's Federal Tax ID Number: _____

3. Representative: Contractor shall designate an individual as their authorized representative to serve as a primary point of contact for any questions or concerns related to this contract:

_____ name _____ phone _____ email _____

4. Press Schedule: In order to guarantee the Spring Class Schedule delivery date specified in this IFB for the amount bid, bidder requires contract award notice be received not later than _____ (date).

5. Subcontracting: Bidder proposes to subcontract portions of this contract: ___ Yes ___ No.

If yes, identify name, address and function of proposed subcontractor(s):

6. Exceptions: State below any exceptions taken to the requirements of this Invitation for Bid, including all terms, conditions and contract specifications, or attach additional pages as required (note IFB section E.1).

D. SPECIAL CONDITIONS:

1. Sealed Bid Process

This solicitation is a sealed bid process. The completed bid, whether mailed or hand delivered, must be received in a sealed container at the College's Purchasing Department no later than the Bid Opening date and time specified on page 1 of this document. The sealed container should be clearly marked to the attention of the Contract Administrator with the bid number clearly indicated or using the label provided with this information.

Vendors mailing bids should allow normal mail delivery time to ensure timely receipt of their proposals by the Contract Administrator. Vendors assume all risk for the method of delivery chosen. The College assumes no responsibility for delays caused by any delivery service. Bids may not be transmitted using electronic media such as facsimile or e-mail transmission. Late bids will not be accepted and will be automatically disqualified from further consideration.

2. Evaluation and Award:

a. General: Evaluation shall include criteria listed under IFB section E.28 "Award Factors", and all other requirements stated in this IFB. Contract award will be made on an "all or nothing" basis to that professionally qualified and responsible company submitting a responsive bid providing the lowest total cost for both class schedules specified, including the escalation percentage limit.

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- b. Samples: The College reserves the right to request samples from any bidder as part of the evaluation process. Failure to respond to such a request will be sufficient reason to find the bid nonresponsive.
- c. Additional Calculation Factor: Responses offering prompt payment discount of not less than thirty (30) days will earn an equivalent percentage discount from the bid total (record any discount at bottom of first page).
3. Inquiries: All questions related to this IFB shall be directed to the Contract Administrator at 425-235-2295. Questions received later than **12/17/07** may not be considered. Only questions answered by formal written addenda shall be binding. Oral interpretations shall be without legal effect.
4. Addenda: Any Addendum shall become a part of this Invitation for Bid. Bidder shall return all addenda with original IFB properly signed and executed. Failure to do so could void bid.
5. Bid Withdrawal or Modification:
 - a. Prior to submittal: Bid changes or modifications shall be initialed in ink by an authorized company representative.
 - b. After submittal: At any time prior to the specified bid due date and time, bidder may withdraw the bid if such a request is submitted in writing. Bid modifications must be submitted in writing prior to bid opening date and time.
 - c. After bid opening: No bid shall be altered or amended. Withdrawal may be authorized in some instances.
6. The College reserves the right, at its sole discretion, to reject all bids and take no further action to award. The College may later choose to reissue this Invitation for Bid with appropriate changes.
7. Standard of Quality: Must meet or exceed that of the College's Winter 2008 Class Schedule. All prospective bidders are encouraged to contact the Purchasing Department at 425-235-2295 to request a hardcopy sample of this piece.

An electronic version of this publication in Adobe pdf format is also available for review at:
<http://www.rtc.edu/StudentServices/ClassSchedule/files/Winter2008.pdf>.
8. Price Adjustments: The printing price bid for the Spring Class Schedule, and delivery/mailling prices bid for both Spring and Fall/Summer Preview Schedules, are considered firm and fixed. Printing price bid for the Fall/Summer Preview is considered firm and fixed, except for the paper cost component of that price. Based on changes to newsprint paper cost prior to the Winter Class Schedule printing, the total printing price may be adjusted either up or down, subject to the following provisions:
 - a. Price changes will only be allowed based on newsprint cost changes at the manufacturer's level.
 - b. Price changes shall not exceed the escalation percentage limit bid in IFB section B.2.e, or actual manufacturer increases, whichever is less.
 - c. Notice of any proposed price change must be received by the College's Contract Administrator not later than fourteen (14) calendar days prior to delivery date.
 - d. No printing price change shall produce a higher profit margin than that of the original bid price.
 - e. Proposed price changes must be accompanied by documentation acceptable to the Contract Administrator which is sufficient to justify the increase. Such documentation shall include (1) manufacturer notification of price increase and (2) sufficient breakdown of original bid pricing components to clearly connect adjustment in manufacturer paper cost to adjustment in Fall/Summer Preview printing price.

9. M/WBE Participation: The following voluntary numerical M/WBE participation goals have been established for this bid/proposal:

Minority Business Enterprises (MBEs): **10%** OR Women's Business Enterprises (WBEs): **8%**.

The goals are voluntary, but achievement of the goals is encouraged. However, unless required by federal statutes, regulations, grants, or contract terms referenced in the contract documents, no preference will be included in the evaluation of bids/proposals, no minimum level of MWBE participation shall be required as a condition for receiving an award or completion of the contract work, and bids/proposals will not be rejected or considered non-responsive if they do not include MWBE participation. Bidders may contact OMWBE at (360) 753-9693 to obtain information on certified firms for potential subcontracting arrangements.

RENTON TECHNICAL COLLEGE
E. GENERAL TERMS AND CONDITIONS

1. **ENTIRE AGREEMENT** - This document, including all addenda and subsequently issued change orders, comprises the entire agreement between Renton Technical College and the Contractor and shall be governed by the laws of the State of Washington incorporated herein by reference. The venue for legal action shall be the Superior Court for the State of Washington, County of King. The College reserves the right to reject bids/quotes which propose alternate or additional terms and conditions.
2. **SEVERABILITY** - Any provision of this document found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the document.
3. **ANTITRUST** - The College maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore the Contractor hereby assigns to the College any and all claims for such overcharges except overcharges which result from antitrust violations commencing after the price is established under this contract and which are not passed on to the College under an escalation clause.
4. **NONDISCRIMINATION AND AFFIRMATIVE ACTION – Employment:** Acceptance of this contract binds the Contractor to the terms and conditions of Section 601, Title VI, Civil Rights Act of 1964, as may be amended: In that "No person in the United States shall, on the grounds of race, color, national origin, sex or age, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance." In addition, "No otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from the participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." Unless exempted by Presidential Executive Order #11246, as may be amended or replaced and applicable regulations thereunder, Contractor shall not discriminate against any employee or applicant for employment. **Contracting:** Contractors, Bidders, and Proposers shall not create barriers to open and fair opportunities for all businesses including MWBE's to participate in all State contracts and to obtain or complete for contracts and subcontracts as sources of supplies, equipment, construction, and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor shall not discriminate on the basis of race, color, creed, religion, sex, age, nationality, marital status, or the presence of any mental, or physical disability in an otherwise qualified disabled person.
5. **WORKERS RIGHT TO KNOW** - Recently passed "right to know" legislation required the Department of Labor and Industries to establish a program to make employers and employees more aware of the hazardous substances in their work environment. WAC 296-62-054 requires among other things that all manufacturers/distributors of hazardous substances, including any of the items listed in this bid/quote/contract bid and subsequent award, must include completed Material Safety Data Sheets (MSDS) for each hazardous material. Additionally, each container of hazardous material must be appropriately labeled with:
 - The identity of the hazardous material,
 - Appropriate hazardous warnings, and
 - Name and address of the chemical manufacturer, importer or other responsible party.
 Appropriate fines may be levied by the Washington State Department of Labor and Industries against employers for noncompliance and the College may withhold payment pending receipt of a legible copy of the MSDS. It should be noted that OSHA Form 20 is not acceptable in lieu of this requirement unless it is modified to include appropriate information relative to "carcinogenic ingredients" and "routes of entry" of the product(s) in question.
6. **GIFTS AND GRATUITIES** - In accordance with RCW 43.19.1937-1939, it is unlawful for any person to directly or indirectly offer, give or accept gifts, gratuities, loans, trips, favors, special discounts, services, or anything of economic value in conjunction with College business practices.
7. **RIGHTS AND REMEDIES** - In the event of any claim for default or breach of contract, no provision in this document or in the bidder's offer shall be construed, expressly or by implication, as a waiver by the College of any existing or future right and/or remedy available by law. Failure of the College to insist upon the strict performance of any term or condition of this contract or to exercise or delay the exercise of any right or remedy provided in the contract or by law, or the acceptance of (or payment for) materials, equipment or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the College to insist upon the strict performance of the contract.
8. **INSTATE PREFERENCE-RECIPROCITY (THIS PARAGRAPH DOES NOT APPLY TO REQUESTS FOR QUOTATION)** - Pursuant to RCW 43.19.700-704 the Department of General Administration has established a schedule of penalties applicable against firms submitting bids from states which grant a preference to their own in-state businesses. The states for which penalties have been established are:
 Alabama, Alaska, Arkansas, California, Colorado, Connecticut, Delaware, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Mexico, New York, North Carolina, North Dakota, Ohio, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, West Virginia, and Wyoming.
 Prospective bidders may obtain a detailed list of the penalties, percentage preferences, and applicable scope for each state by contacting the College's Contract Administrator at 425-235-2295.
 In determining the lowest responsible bidder, the Contract Administrator will add an amount equal to the applicable percentage preference to each bid submitted from a state with in-state preferences rather than subtracting a like amount from Washington State bidders. In no event shall such increase be paid to a contractor whose bid is accepted.
9. **PROTESTS** - Protests shall be filed and resolved in accordance with Washington Administrative Code (WAC) 236-48-141.
10. **SAVE HARMLESS** - Contractor shall indemnify, defend and save harmless the College from any and all claims, demands, suits, actions, proceedings, losses, costs and damages of every kind and description, including any attorneys' fees and/or litigation expenses, which may be brought or made against or incurred by the College on account of losses of or damage to any property or for injuries to or death of any person caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake or negligence of Contractor, Contractor's employees, agents, representatives or subcontractors, their employees, agents or representatives in connection with or incidental to the performance of this agreement, or arising out of Worker's Compensation claims, Unemployment Compensation claims or Unemployment Disability Compensation claims of employees of the Contractor and/or subcontractors or claims under similar such laws or obligations. Contractor also agrees to protect and save harmless the College against all claims, suits or proceedings for patent, trademark, copyright or franchise infringement arising from the purchase, installation or use of goods and services ordered, and to assume all expenses and damages arising from such claims, suits or proceedings. Contractor's obligation under this Section to indemnify, defend and save harmless shall not be eliminated or reduced by any alleged concurrent or sole negligence of the College or its agents, employees or officers.
 Contractor shall pay all attorney's fees and expenses incurred by the College in establishing and enforcing the College's rights under this paragraph, whether or not suit was instituted.
11. **PERSONAL LIABILITY** - It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of the College or the State of Washington be in any way personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement or representation made herein or in any connection with this agreement.
12. **SUPERVISION AND COORDINATION** - Contractor shall: (1) Competently and efficiently supervise and direct the implementation and completion of all contract requirements specified herein. (2) Designate in its bid/quote to the College a representative(s) with the authority to legally commit Contractor's firm. All communications given or received from Contractor's representative shall be binding on the Contractor.
13. **ADVERTISING** - Contract shall not advertise or publish information concerning this contract in any form or media without prior written consent from the Contract Administrator.
14. **SUBCONTRACTS/ASSIGNMENT** - Contractor shall not subcontract or assign its obligations under this contract without prior written consent of the Contract Administrator. The Contractor shall be responsible to ensure that all requirements of the contract shall flow down to any and all subcontractors.
15. **TAXES, FEES AND LICENSES** - **Taxes:** Contractor shall pay for and maintain in current status any and all taxes which are necessary for contract performance. Unless otherwise indicated, the College agrees to pay all State of Washington sales or use taxes. No charge by Contractor shall be made for federal excise taxes and the College agrees to furnish Contractor with an exemption certificate, where appropriate. Sales tax shall not be included in bid/quote pricing submitted. **Fees/Licenses:** Prior to bid opening the Contractor shall pay for and maintain in a current status, any license fees, assessments, permit charges, etc., which are necessary for contract performance. It is the Contractor's sole responsibility to monitor and determine any changes or any subsequent regulations for said fees, assessments or charges and to immediately comply with said changes or regulations during the entire term of this contract.
16. **WARRANTIES** - **Product:** Contractor warrants that all materials, equipment and/or services provided under this contract shall be fit for the purpose(s) for which intended, for merchantability, and shall conform to the requirements and specifications herein. Acceptance of any service and inspection incidental thereto by the College shall not alter or affect the obligations of the Contractor or the rights of the College. **Price:** Contractor warrants that prices of materials, equipment and services set forth herein do not exceed those charged by the Contractor to any other customer purchasing the same goods under similar conditions and in like or similar quantities.
17. **LIENS, CLAIMS AND ENCUMBRANCES** - All materials, equipment or services shall be free of all liens, claims or encumbrances of any kind and if the College requests, a formal release of same shall be delivered to the College.
18. **DELIVERY** - **Time:** Delivery must be made during normal work hours and within time frames proposed by Bidder herein and subsequently accepted by the College. Failure to comply may subject Contractor to nondelivery assessment charges and/or liquidated damages as appropriate. The College reserves the right to refuse shipment when delivered after normal working hours. Contractor shall verify specific working hours of College and so instruct carrier(s) to deliver to deliver accordingly. The acceptance by the College 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 Contractor. **Terms:** Unless otherwise specified all goods are to be shipped FOB destination, freight prepaid and included. Where specific authorization is granted to ship goods FOB shipping point, Contractor agrees to prepay all shipping charges, route as instructed or if instructions are not provided, route by cheapest common carrier. Each invoice for shipping charges shall contain the original or a copy of the freight bill indicating that the payment for shipping has been made. The College reserves the right to refuse COD shipments. **Location:** All deliveries are to be made to the applicable delivery location in accordance with ICC rules or as indicated on the purchase order. Where applicable, Contractor shall take necessary actions to safeguard items during inclement weather. **Unauthorized:** In no case shall Contractor initiate performance prior to receipt of written or verbal authorization from authorized College personnel. Expenses incurred otherwise shall be borne solely by the Contractor.

19. **INSPECTION AND REJECTION** - The College's inspection of all materials and equipment upon delivery is for the sole purpose of identification. Such inspection shall not be construed as final or as acceptance of the materials or equipment if materials or equipment do not conform to contractual requirements. If there are any apparent defects in the materials or equipment at the time of delivery, the College will promptly notify the Contractor thereof. Without limiting any other rights, the College and/or the state at its option, may require the Contractor to:
 - Repair or replace, at Contractor's expense, any or all of the damaged goods.
 - Refund the price of any or all of the damaged goods, or
 - Accept the return of any or all of the damaged goods.
20. **TITLE AND RISK OF LOSS** - Regardless of FOB point, Contractor agrees to bear all risks of loss, injury or destruction of goods and materials ordered herein which occur prior to delivery and acceptance. Such loss, injury or destruction shall not release Contractor from any obligation hereunder.
21. **PERFORMANCE** - Acceptance by the College of unsatisfactory performance with or without objection or reservation shall not waive the right to claim damage for breach nor constitute a waiver of requirements for satisfactory performance of any obligation remaining to be performed by Contractor.
22. **IDENTIFICATION** - All invoices, packing lists, packages, correspondence, shipping notices, shipping containers and other written documents affecting this contract shall be identified by the applicable purchase order number. Packing lists shall be enclosed with each shipment, indicating the contents therein.
23. **CHARGES FOR HANDLING** - No charges will be allowed for handling which includes but is not limited to packing, wrapping, bags, containers or reels, unless otherwise stated herein.
24. **INVOICING** - Contractor shall provide an original and two (2) copies of invoices. Each invoice shall be submitted as required by the contract and shall reference the contract and purchase order number. Invoices shall be properly annotated with applicable prompt payment discount(s).
25. **PAYMENT** - Any bid that requires payment in less than thirty (30) calendar days need not be considered. Prompt payment discount periods of thirty (30) 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. Under "chapter 39.76 RCW", if College fails to make timely payment, Contractor may invoice for 1% per month on the amount overdue or a minimum of \$1.00. Payment will not be considered late if a check or warrant 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.
26. **QUALITY STANDARDS** - Special brands, when named, are to indicate the standard of quality, performance or use desired. Unless stated otherwise, bids on bidder's equal will be considered provided bidder specifies brand and model, and supplies sufficient descriptive literature. Failure to submit with bid complete documentation sufficient to establish products bid as at least equal will be complete grounds for rejection. By submitting bid, bidder expressly warrants product bid as at least equal in quality and performance. The College's acceptance of a product bid as an "equal" is conditioned on the College's inspection and testing after receipt. If, in the sole judgment of the College, the item is determined not to be an equal, the bid may be rejected or the product returned at bidder's expense and/or the contract canceled without any liability whatsoever to the College. 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"; failure to do so shall be sufficient reason to consider the bid nonresponsive.
27. **DETERMINATION OF RESPONSIBILITY** - During bid evaluation, the College reserves the right to make reasonable inquiry to determine the responsibility of any bidder. Requests may include, but not be limited to, financial statements, credit ratings, references, record of past performance, on-site inspection of bidder's or bidder's subcontractor's facilities. Failure to respond to said request(s) will be sufficient reason to consider the bid nonresponsive.
28. **AWARD FACTORS** - Criteria: College contracts shall be awarded to the lowest responsible and responsive bidder subject to the preferences provided by law. Award criteria shall include all items as stated in RCW 43.19.1911 and WAC 236-48-093 and the contractual requirements provided herein. No MWBE preference will be included in the evaluation of bids/proposals, no minimum level of MWBE participation shall be required as a condition for receiving an award and bids/proposals will not be rejected or considered non-responsive on that basis. Rights Reserved: The College reserves the right to: (1) Waive any informalities. (2) Reject any or all bids, or portions thereof; WAC 236-48-094 allows the College to "accept any portion of the items bid" unless the bidder stipulates all or nothing on the bid. (3) Reissue an IFB or RFQ, or negotiate as the best interests of the College may require whenever there is reason to believe that prices or terms are not the best obtainable. (4) Award on an all or none consolidated basis taking into consideration reduction in administrative costs as well as unit bid prices.
29. **CHANGES** - No alteration in any of the terms, conditions or contractual requirements herein shall be effective without the written consent of the Contract Administrator, as evidenced by issuance of a contract change notice.
30. **ADDITIONS OR DELETIONS** - The College reserves the right to add or delete items as determined to be in the best interest of the College. Added items will be related to those on contract and will not represent a significant increase or decrease in size or scope of the contract. Such additions or deletions will be documented via mutual agreement, will be at prices consistent with the original bid price margins and will be evidenced by issuance of a written contract change notice from the Contract Administrator.
31. **CONTRACT SUSPENSION** - The College may at any time and without cause, suspend the contract, or any portion thereof, for a period of not more than thirty (30) calendar days, by written notice to the Contractor. Contractor shall resume performance on fifteen (15) calendar days written notice from the College.
32. **TERMINATION - Termination for Convenience**: The College may terminate this contract, in whole or in part, at any time and for any reason by giving a thirty (30) calendar days written termination notice to the Contractor. Termination charges, when applicable, shall be computed in the following manner: (1) a sum computed and substantiated in accordance with standard accounting practices for those reasonable costs incurred by the Contractor prior to the date of termination, for orderly phase out of performance as requested by the College in order to minimize the cost of termination; and (2) a reasonable profit for such work performed; however, the College shall not be liable to the Contractor for any anticipated profits on the terminated portion of the contract, or claims of unabsorbed overhead or other fixed costs. In no event shall the College become liable to pay any sum in excess of the price of this contract for the terminated services. Termination for Breach: Except in the case of delay or failure resulting from circumstances beyond the control and without the fault or negligence of the Contractor or of the Contractor's suppliers or subcontractors, the College shall be entitled, by written or oral notice, to cancel this contract in its entirety or in part, for breach of any of the terms herein, and to have all other rights against Contractor by reason of Contractor's breach as provided by law. A breach shall mean one or more of the following events: (1) Contractor fails to perform the services by the date required or by such later date as may be agreed to in a written amendment to the contract signed by the College; (2) Contractor breaches any warranty or fails to perform or comply with any term or agreement in the contract; (3) Contractor makes any general assignment for the benefit of creditors; (4) in the College's sole opinion, Contractor becomes insolvent or in an unsound financial condition so as to endanger performance hereunder; (5) Contractor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization or relief from creditors and/or debtors; or (6) any receiver, trustee or similar official is appointed for the Contractor or any of the Contractor's property. If it was subsequently found that the Contractor was not in breach, the rights and obligations of the parties shall be the same as if a Notice of Termination for Convenience had been issued. Termination by Mutual Agreement: The College or the Contractor may terminate this contract in whole or in part, at any time, by mutual agreement with a thirty (30) calendar days written notice from one party to the other.
33. **DEFAULT AND REMEDIES** - Events: Any of the following events shall constitute cause for the College to declare Contractor in default of the contract: (1) Nonperformance of contractual requirements. (2) A material breach of any term or condition of this contract. The College shall issue a written notice of default providing a period in which Contractor shall have an opportunity to cure. Remedies: If the default remains after the Contractor has been provided the opportunity to cure, the College may do one or more of the following: (1) Exercise any remedy provided by law. (2) Terminate this contract and any related contracts or portions thereof. (3) Suspend Contractor from receiving future Invitations for Bid.
34. **LEGAL FEES** - The Contractor covenants and agrees that in the event suit is instituted by the College for any default on the part of the Contractor, and the Contractor is adjudged by a court of competent jurisdiction to be in default, he shall pay to the College all costs, expenses expended or incurred by the College in connection therewith, and reasonable attorney's fees.
35. **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 College 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 College.
36. **MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)** - In accordance with the legislative findings and policies set forth in Chapter 39.19 RCW the State of Washington encourages participation in all its contracts by MWBE firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation/invitation or as a subcontractor to a Bidder/Proposer. However, unless required by federal statutes, regulations, grants, or contract terms referenced in the contract documents, no preference will be included in the evaluation of bids/proposals, no minimum level of MWBE participation shall be required as condition for receiving an award and bids/proposals will not be rejected or considered non-responsive on that basis. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply. Bidders may contact OMWBE at 360-753-9693 to obtain information on certified firms for potential subcontracting arrangements.
37. **ESTABLISHED BUSINESS** - To be considered responsive, bidder must, at the time of bid opening, or prior to that time if required by law, be an established business firm with all required licenses, bonding, facilities, equipment and trained personnel necessary to perform the work as specified in the bid solicitation. The College reserves the right to require proof of said requirements within ten (10) calendar days from the date of request.