

**Project title:** Authorize Release of Invitation for Bid #2021-045 Emergency Medical Services (EMS) Supplies**Council Bill #****Project:** Invitation for Bid #2021-045 Emergency Medical Services (EMS) Supplies**Agenda dates requested:**

May 5, 2021

**Partner/Supplier:****Location:****Preceding action:****Fund:** 153

Briefing

Proposed action

Consent X

Action

Ordinance

Public hearing

Yes  No**Fiscal summary statement:**

Anticipated cost is approximately \$275,000 annually.

**Budget amendment:**Yes  No**Project summary statement:**

The Fire Department requires an annual contract for Emergency Medical Service supplies in support of its operations. A variety of materials are purchased and inventoried by EMS. The purpose of the Invitation to Bid is to establish an award to provide identified goods on an "as-needed" basis. Any quantities or dollar values listed reflect estimated annual requirements. Pricing for remaining items will be based on a set discount from the supplier's published list pricing. The intent is to award to the lowest bidder.

**PowerPoint presentation:**Yes  No**Attachments:**

IFB 2021-045

**Department(s) involved:**

Procurement &amp; Fire

**Contact person:**

Theresa Bauccio-Teschlog

**Phone number:**

(425) 257-8901

**Email:**

tbauccio@everettwa.gov

**Recommendation (exact action requested of Council):**

Authorize release of Invitation for Bid #2021-045 Emergency Medical Services (EMS) Supplies.

**Initialed by:***sh*

Department head

Administration

Council President



# PROCUREMENT

# EVERETT

## Invitation for Bid #2021-045

WASHINGTON

**Procurement Professional Point of Contact:**

Jenny Chang  
Assistant Buyer  
(425) 257-8904  
[bids@everettwa.gov](mailto:bids@everettwa.gov)

### Emergency Medical Services (EMS) Supplies

<b>TIME LINE</b> - The following represents the schedule for this solicitation.	
<b>Event</b>	<b>Date</b>
Issue Date .....	April 29, 2021
Deadline for Final Questions.....	May 14, 2021
Bid Due Date.....	May 25, 2021, 2:00 p.m. Pacific Time
Award .....	June 2021
Anticipated Contract Start Date .....	June 2021
Contract Term	2 years with four (4) one-year extension options at the sole discretion of the City of Everett
<p><b>Submit Sealed Bids to:</b>  <b>Procurement</b>  <b>3200 Cedar Street, Door #5</b>  <b>Everett, WA 98201</b></p> <p><b>Clearly label the outside of the sealed envelope containing the original bid and one complete copy with the Bid Name, Bid Number and contact information listed above.</b> Only bids that arrive in the Procurement office by the deadline will be considered.</p>	
<p><b>Information &amp; Addenda:</b> All Information including Addenda regarding this solicitation can be found at:  <a href="https://everettwa.gov/319/Bid-Opportunities">https://everettwa.gov/319/Bid-Opportunities</a></p> <p>Suppliers are responsible for checking the City of Everett website for the issuance of any addenda prior to submitting a bid.</p>	
<p><b>Questions:</b> All questions must be requested through Public Purchase utilizing the above link or e-mailed to the Procurement Professional listed above.</p> <p>Unauthorized contact regarding this Invitation to Bid with any other City of Everett employee or contractor may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City of Everett. Suppliers should rely only on written statements issued by the individual named listed above.</p>	

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## **SECTION 1 - INSTRUCTIONS**

### **1.1 BID SUBMITTAL**

The Procurement office must receive the Supplier's bid, in its entirety by 2:00 p.m. Pacific Time. Bids arriving after the deadline will be returned unopened to their senders.

All bids must be submitted on the forms provided in this document. To receive consideration for award, the bid shall be completed and signed by an authorized representative of the supplier.

Only firm bids will be accepted, and the City reserves the right to reject any or all bids or waive any irregularities and informalities in the bids submitted and accepted by the City. No supplier may withdraw its bid after the hour set for the opening unless the award is delayed for a period exceeding ninety (90) days. The City further reserves the right to make awards to the lowest and most responsive Bidder as deemed in the best interests of the City.

### **1.2 BID OPENING**

At the appointed time, all bids will be opened and read aloud publicly via live stream only. The link to watch the bid opening will be accessible from <https://www.everettwa.gov/purchasing>. If you have any questions about logging into the live stream quote opening, call 425-257-8904.

### **1.3 OFFER PERIOD**

All bids submitted shall remain open for ninety (90) days from the receipt date. The City of Everett reserves the right to extend this period.

### **1.4 REQUEST FOR DUE DATE EXTENSION**

Suppliers may request an extension of the Bid Due Date. Supplier shall supply any justification and additional information that will facilitate an evaluation and decision by the City of Everett. Any approved extension will be issued in an addendum.

### **1.5 WITHDRAWAL OF BIDS**

Suppliers may withdraw a bid which has been submitted at any time up to the due date and time. To accomplish this, a written request signed by an authorized representative of the supplier must be submitted to the Procurement Professional named on the Invitation to Bid cover sheet.

### **1.6 PROCEDURE WHEN ONLY ONE BID IS RECEIVED**

If the City of Everett receives a single responsive, responsible bid, the City shall have the right to conduct a price or cost analysis on such bid. The supplier shall promptly provide all cost or pricing data, documentation and explanation requested by the City to assist in such analysis. By conducting such analysis, the City shall not be obligated to accept the single bid; the City reserves the right to reject such bid or any portion thereof.

### **1.7 MULTIPLE BIDS**

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

## **1.8 EVALUATION AND AWARD**

The City of Everett will award the Bid to the responsive and responsible Supplier(s) with the lowest offer that best meets the needs of the City or reject any and all Bids.

- a. Responsive Bidder- A business entity or individual who has submitted a bid or proposal that fully conforms in all material respects to the Invitation for Bids (IFB)/Request for Proposals (RFP) and all of its requirements, including all form and substance.
- b. Responsible Bidder - A business entity or individual who has the financial and technical capacity to perform the requirements of the solicitation and subsequent contract.

## **1.9 BIDDING ERRORS**

The City of Everett will not be liable for any errors in supplier bids. Suppliers will not be allowed to alter bids after the deadline for bid submission.

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

After receiving bids, the City of Everett will review and check each bid for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and the extended amount of any quoted item, the price per unit will control. The total of extensions, corrected where necessary, will be used by the City of Everett.

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

## **1.10 CANCELLATION**

The City, at its sole discretion may choose to reject any or all bids, in whole or in part.

## **1.11 EXCLUDED PARTIES**

All Suppliers must certify that they are not on the Comptroller General's list of ineligible contractors nor the list of parties excluded from Federal procurement or non-procurement programs.

<https://www.sam.gov>.

## **1.12 BUSINESS LICENSE**

The successful Supplier will be required to possess or be able to obtain a City of Everett Business License and pay City of Everett Business & Occupation Tax (B & O), when applicable. B & O Tax questions may be directed to the Everett Business Tax Division, (425) 257-8610.

## **1.13 BID PROTEST PROCEDURES**

Chapter 3.46 of the Everett Municipal Code (EMC) governs all protests. Protest Procedures are available for review in the Everett Municipal Code 3.46 which can be found at:

<http://www.codepublishing.com/WA/Everett>.

The City reserves the right to require strict compliance with all requirements of Chapter 3.46 EMC.

#### **1.14 NON-ENDORSEMENT**

As a result of the selection of a Supplier to provide the commodities described in Section 2 to the City of Everett, the City of Everett is neither endorsing nor suggesting that the supplier's product is the best or only solution. The supplier agrees to make no reference to the City of Everett in any literature, promotional material, brochures, sales presentation, or the like without the express written consent of the City of Everett.

#### **1.15 PROPRIETARY MATERIAL SUBMITTED-PUBLIC DISCLOSURE**

##### **A. Property of the City of Everett**

All materials submitted in response to this IFB must become the property of the City of Everett. Selection or rejection of a bid does not affect this.

##### **B. Quotations are Public Records**

Pursuant to Chapter 42.56 RCW and other statutes regarding public agencies, all materials (including, for example, bids) submitted under this IFB must be considered public records and except to the extent protected by state and or federal laws will be available for inspection and copying by the public following contract award. Records will not be released by the City of Everett prior to contract award in order to protect the integrity of the procurement process, unless otherwise required by law.

##### **C. Public Records Exemption / Notice of RCW 39.10.470**

In accordance with RCW 39.10.470, trade secrets as defined in RCW 19.108.010 or other proprietary information submitted by a proposer in connection with this IFB might not be subject to public disclosure under chapter 42.56 RCW if the supplier specifically states in writing the reasons why protection from disclosure is necessary, and identifies the data or materials to be protected. Suppliers must specifically designate and clearly label as "CONFIDENTIAL" any and all such materials or portions thereof that they deem to contain trade secrets or other proprietary information. Suppliers should carefully consider what is truly confidential and should not mark an entire bid as confidential. The supplier must provide the legal basis for the exemption to the City upon request. Suppliers are advised that this exemption is subject to judicial review and the supplier's designation of confidential may or may not be upheld by a Court.

##### **D. Proposals Not Marked as Confidential**

If a bid or other material does not clearly identify the "CONFIDENTIAL" portions, the City will not notify the supplier that its bid will be made available for inspection and copying, and the City may publicly disclose such non-clearly identified portion with no liability whatsoever to the supplier.

##### **E. Process for Disclosing Information**

If a request is made for disclosure of material or any portion marked "CONFIDENTIAL," the City will determine whether the material should be made available under the law. If the City determines that the material is subject to disclosure, the City will seek to notify the supplier of the request and allow the supplier ten (10) business days after such notification to take appropriate legal action in Snohomish County Superior Court at the supplier's sole expense and liability. If the supplier does not within such ten (10) business days serve the Office of the City Attorney with a copy of an order entered by the Superior Court that expressly prohibits the City from disclosure of the material marked "CONFIDENTIAL," then the supplier will be deemed to have consented to the public disclosure of the material marked "Confidential" and the City may publicly disclose such material without any liability whatsoever.

## **F. Indemnification by Supplier**

To the extent that the City withholds from disclosure all or any portion of Supplier's material marked "CONFIDENTIAL", the supplier, by submitting a bid in response to this IFB, agrees to indemnify, defend and hold harmless the City of Everett from all lawsuits, liabilities, losses, damages, penalties, attorneys' fees and costs the City incurs arising from or relating to such withholding from disclosure.

## **G. Consent to Procedure**

Suppliers, by submission of materials marked "CONFIDENTIAL", acknowledge and agree that the City will have no obligation to advocate for nondisclosure in any forum and has no liability whatsoever to any supplier for the disclosure of any material or record of any kind when that disclosure is in accordance with applicable law or in accordance with an order applying applicable law entered by the Snohomish County Superior Court or a Washington appellate court. By submitting a response, the supplier consents to the procedure in this Section as its sole remedy and waives and releases all claims against the City arising from the City's actions taken in accordance with this procedure.

### **1.16 RESPONSE PROPERTY OF THE CITY OF EVERETT**

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

### **1.17 NO OBLIGATION TO BUY**

The City of Everett reserves the right to refrain from contracting with any supplier. The release of this Invitation for Bid does not compel the City of Everett to purchase. The City of Everett reserves the right to reject any and all Bids.

### **1.18 COST OF PREPARING BIDS**

The City of Everett is not liable for any costs incurred by suppliers in the preparation and presentation of proposals and demonstrations submitted in response to this Invitation for Bid.

### **1.19 COOPERATIVE PURCHASING**

**Suppliers:** RCW 39.34 allows cooperative purchasing between public agencies also called political subdivisions. Public agencies which have an Intergovernmental Cooperative Purchasing Agreement with the City of Everett may purchase from City of Everett contracts, provided that the supplier has agreed to such participation. Each supplier must indicate on the quote submittal form if they will not honor other public agency orders in accordance with contract terms and conditions in addition to orders from the City of Everett. The City of Everett does not accept any responsibility for purchase orders issued by other public agencies.

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

The City of Everett accepts no responsibility for the performance of any purchasing contract by the supplier, and the City of Everett accepts no responsibility for payment of the purchase price for any public agency.

## SECTION 2 - SPECIFICATIONS

### **2.1 INTENT**

The purpose of this IFB is to establish an award to provide identified goods on an “as-needed” basis for the City of Everett Fire Department. Any quantities or dollar values listed are the estimated annual requirements by Everett. Pricing for remaining items will be based on a set discount from supplier’s published list pricing.

### **2.2 PRODUCTS**

The product categories listed provide a general, non-inclusive description of the required materials and should not be considered restrictive. Form 3.03 Price Sheets will list manufacturers, part numbers, descriptions, and brand name requirements. While not all items are brand name specific, the manufacturer and their part numbers are listed as a reference to the requested products.

All products offered shall be new, unused, and of the latest design and technology.

The categories listed represent the largest dollars and the most frequently purchased items out of several hundred total products that are purchased annually.

1. **Pharmaceutical Products** – this includes the complete range of brand and generic over-the-counter (OTC) and prescription (Rx) medications, vaccines, and any other pharmaceuticals available from Supplier.
  - a. **Additional Requirements** – the Supplier must be a Verified-Accredited Wholesale Distributor (VAWD) accredited supplier. VAWD accreditation plays a pivotal role in preventing counterfeit drugs from entering the United States drug supply and helps protect the public from drugs that have been contaminated, diverted, expired, or counterfeited. Supplier must provide proof that they are a VAWD accredited supplier.

The supplier must also include proof with their submittal distributor certifications or licenses from the Washington State Department of Health and the United States Department of Justice Drug Enforcement Administration (DEA).
2. **Infection Control** – this includes, but is not limited to, nitrile gloves, glove holders, N95 respirators, face masks, eye protection, ear protection, personal protection, protection kits, spill kits, convenience bags, collection bags, biohazard bags, disinfecting wipes, disinfecting solutions and sprays, hand cleaners, and any other infection control products and solutions available from Supplier.
  - a. **Additional Requirements** – Nitrile gloves must meet or exceed all standards set forth by the most current National Fire Protection Agency’s (NFPA), “Standards on Protective Clothing for Emergency Medical Operations.”
3. **Airway & Oxygen Delivery** – this includes, but is not limited to, berman airways, oral airways, nasopharyngeal airways, alternate airways, ET tubes, specialty ET tubes, anesthetic, mucosal atomization, intubation aids, ET tube holders, video laryngoscope, laryngoscopes, decompression kits, cricothyrotomy kits, CPR barriers, disposable resuscitators, disposable resuscitation masks, resuscitation accessories, nasal cannulas, oxygen masks, specialty masks, oxygen tubing, nebulizers, humidifiers, and any other airway and oxygen delivery products and solutions available from Supplier.

4. **Suction** – This includes, but is not limited to suction units, hand-held suction, disposable suction accessories, suction canisters and any other suction products and solutions available from Supplier.
5. **Wound Care** – This includes, but is not limited to adhesive bandages, sponges and gauze, non-adhering dressing, conforming bandages, tape, self-adherent wraps, elastic bandages, foam pad dressings, burn sheets, burn dressings, burn blankets, burn kits, burn gel, multi-trauma dressings, bloodstoppers, emergency bandages, chest seals, hemostatics and any other wound care products and solutions available from Supplier.
6. **Trauma Kits & First Aid** – This includes, but is not limited to, responder bags and kits, oxygen kits, first aid kits, first aid cabinets, ALS kits, emergency obstetrics, wound cleansing, tongue depressors, first aid creams, oral glucose, patient care, irrigation solutions, eye care, warming blankets and mattresses, hot and cold compresses, analgesics and any other trauma kits and first aid products and solutions available from Supplier.
7. **Patient Handling** – This includes, but is not limited to, cots, stair chairs, chairs, cot accessories, stretchers, SKED system, full-body splints, basket stretchers, patient movers, gurney pads, rescue equipment, disposable linens, blankets, body bags, disaster pouches and any other patient handling products and solutions available from Supplier.
8. **Splinting & Immobilization** – This includes, but is not limited to, extrication, vacuum mattresses for pediatrics and adults, pediatric immobilization, backboards, backboard accessories, break-apart stretchers, restraint straps, limb restraints, hand restraints, disposable restraints, full patient restraints, helmet removal tool, cervical immobilization, cervical collars, splints, vacuum splints, traction devices and any other splinting and immobilization products and solutions offered by Supplier.
9. **Equipment Bags** – This includes, but is not limited to, oxygen bags, oxygen/trauma bags, trauma bags, waist packs, gear bags, climate controlled cases, hard cases, hard case accessories, trauma cases, AED carrying bags and cases, intubation cases, medication cases, accessory pouches, IV modules, immobilization cases and any other equipment bag products and solutions offered by Supplier.
10. **IV Products & Blood Collection** – This includes, but is not limited to, IV sets, IV accessories, vial and ampule access devices, IV infusers, IV warmers, fluid infusion warmer, IV solutions, IV starter kit, IV dressings, IV arm boards, tourniquets, safety IV catheters, conventional IV catheters, needles and syringes, needle accessories, blood collection, intraosseous needles, personal sharps containers, sharps brackets, sharps containers and any other IV products and blood collection products and solutions offered by Supplier.
11. **Diagnostics** – This includes, but is not limited to, sphygmomanometers, BP cuffs, multiple cuff systems, combination kits, replacement parts, wall sphygs, automatic BP monitors, stethoscopes, stethoscope accessories, dopplers, ophthalmoscopes, penlights, thermometers, lancets, blood glucose monitors, field glucose kits and any other diagnostics products and solutions offered by Supplier.
12. **Monitoring & Defibrillation** – This includes, but is not limited to, pulse oximetry, advanced monitoring, capnography, disposable CO2 sampling lines, pulse oximetry accessories, AEDs, AED accessories, electrodes, EKG paper, patient preparation, defibrillator accessories, ECG calipers, defibrillator batteries, defibrillator mounts and any other monitoring and defibrillation products and solutions offered by Supplier.

13. **Instruments & Personal Items** – This includes, but is not limited to, multi-functional gripping system, hemostats, forceps, scissors, shears, scalpels, knives, magnets, ECG calipers, window punches, cutters, multi-function tools, holster sets, holsters, CPR aids, flashlights, flashlight accessories, lightsticks, batteries, pediatric care and any other instruments and personal product and solutions offered by Supplier.
14. **Triage** – This includes, but is not limited to, triage systems, safety vests, traffic control, triage equipment, decontamination, oxygen manifold, immobilization and any other triage products and solutions offered by Supplier.
15. **Training & Simulation** – This includes, but is not limited to, CPR manikins for infants, child, junior, and adult, CPR accessories, ACLS manikins, AED trainers, ACLS simulators, IO simulators, IV simulators, airway manikins, specialty manikins, simulation kits, training aids and any other training and simulation products and solutions available from Supplier.
16. **Reference & Reporting** – This includes, but is not limited to, inventory management, field guides, pocket guides, reference materials, form holders, inventory tracking and any other reference and reporting products and solutions available from Supplier.

### **2.3 PHARMACEUTICAL DISPENSING SYSTEM REQUIREMENTS**

The City is interested in a pharmaceutical dispensing system. If the supplier is able to provide such a system, please include a description of the dispensing system that meets the following requirements:

- Dispensing system must have the capacity equal to or greater than 100 items.
- Dispensing system must be able to communicate with Operative IQ for inventory management, use and resupply.
- Dispensing system must have security measures in place to identify the person requesting or receiving pharmaceutical products.
- Dispensing system must have ability to record and track incident numbers that the pharmaceutical products were used on.
- Supplier shall have the ability to refrigerate the medication in the dispensing unit if the pharmaceutical products requires refrigerated storage.
- Supplier shall ensure the pharmaceutical products and medical supply dispensing system manages expiration dates and lot numbers.
- Supplier shall ensure the pharmaceutical products and medical supply dispensing system has dual validation for all controlled substances.

### **2.4 OPERATIVE IQ**

Supplier must be able to provide and support Operative IQ, a web-based inventory management system to assist in the management of supplies and assets at an agreed upon cost. Supplier shall provide all licensing, on-site technical support, inclusive of training, in-servicing, report writing, refresher courses, and delivery training, to any and all personnel deemed necessary to ensure that the inventory management system is completed upon being awarded the bid. Supplier shall assist, in an on-going basis, with entering all equipment and supply data, report writing, and creation of checklists into the system for maximum functionality.

Supplier will be responsibility for notifying the City of any shortage of product listed herein within forty-eight (48) hours of becoming aware of the shortage.

## **2.5 QUANTITIES**

The quantities listed in the price sheet are expressly agreed to be an estimated usage only and nothing will bind the City of Everett to purchase any specified number of products. It is also understood that the City of Everett will not be obligated to purchase or pay for any items until ordered and received by the city. The city reserves the right to order and receive quantities as needed.

There will be no minimum order threshold.

The Supplier agrees to sell additional units at the price listed for the remaining term of the contract.

## **2.6 CATALOGS OR PRICE LISTS DISCOUNT**

The City of Everett reserves the right to order items that are not listed in the requested categories, provided that they conform to the general specifications of this IFB. For the items not listed in the Price Sheets, Suppliers must bid a percentage discount off from their company catalog or price lists. Submitted discounts shall be fixed for the life of this bid. However, during the term of the contract, the Supplier may offer a greater discount for specials or manufacturer's discounts. Awarded supplier will be required to provide access to the most current published company catalog or price lists.

## **2.7 FEDERAL REQUIREMENTS**

Due to the Covid-19 pandemic, some purchases may be subject to Federal requirements. The awarded Supplier must agree and sign the provided Federal Emergency Management Agency (FEMA) contract clauses in Form 3.05. These clauses are non-negotiable.

## **2.8 WARRANTY**

Manufacturer's standard warranty shall apply. The warranty shall be specific for all components of the equipment regardless of whether these components were built by the original equipment manufacturer or outside suppliers.

## **2.9 USAGE REPORT**

Upon request, the supplier must provide the City with an electronic usage report defining the acquisition activity outlined in this solicitation. Usage report must include the quantity and dollar value of each item acquired by the city.

## **2.10 PRODUCT RETURN**

The City reserves the right to return standard products to the Bidder for full refund or credit when the Proposer is notified of the return within thirty (30) days of the City's receipt of products.

The City further reserves the right to return products, parts and supplies determined to be surplus and no longer required by the City. Parts and supplies eligible for return to the Bidder shall have been purchased for inventory or as spares, be unused, and in the same general condition as when received. The City will advise the Bidder of its intention to return any parts and supplies. The Bidder has no obligation to accept such goods more than two (2) years after the City's receipt of said goods. The Bidder is allowed a

restocking fee of not more than fifteen percent (15%) of the current price for the return of surplus products, parts, and supplies.

The Bidder shall, at the option of the City, issue a credit for the dollar value of the merchandise returned or refund that dollar amount (less any applicable restocking fee) to the City. This subsection does not apply to any merchandise made to order for the City.

## **2.11 EXPIRATION DATES**

Medical supplies and equipment with expiration dates or a manufacturer suggested shelf life shall have a guarantee of no less than twelve (12) months left before expiration date or shelf life upon delivery of items.

Medications shall have a guarantee of no less than sixteen (16) months left before expiration date at time of delivery.

## **2.12 ONLINE ORDERING**

Bidder must provide online capability for the City to view and place orders.

## **2.13 BRAND NAME REQUIREMENTS**

The City has determined that only identified brand name materials will satisfy some of the City of Everett's needs. Brand Name specific requirements are annotated for each part on the price sheet with "**BRAND NAME ONLY**". This will be indicated in Column D of each price sheet. Equivalent products will be considered only when "Brand Name" is not annotated. Additional definitions are provided below:

### **NOTE:**

- A. **BRAND NAME ONLY** – Not all materials listed in Form 3.3 price sheets are brand name specific. Only those that are brand names specific have been annotated.
- B. **EQUIVALENT** – For those parts without an annotation, similar item, or items of manufacturers other than those listed will be considered if comparable in quality and function.

## **2.14 DELIVERY**

Prices shall include delivery and be F.O.B. Destination to locations throughout the City of Everett.

- The supplier assumes responsibility for the delivery of all equipment quoted.
- The City reserves the right to reject requests for additional compensation for freight or packaging charges, fuel surcharges, and fees of any type that are not specified within the bid.

The primary delivery addresses are as follows:

- Fire Administration Building – 2801 Oakes Avenue, Everett, WA 98201
- Fire Station #1 – 3619 Rucker Avenue, Everett, WA 98201
- Fire Station #2 – 2201 16<sup>th</sup> Street, Everett, WA 98201
- Fire Station #4 – 5920 Glenwood Avenue, Everett, WA 98203

- Fire Station #5 – 1600 Madison Street, Everett, WA 98201
- Fire Station #6 – 9520 Evergreen Way, Everett, WA 98204
- Fire Station #7 – 11221 Silverlake Road, Everett, WA 98208
- Procurement Warehouse – 3200 Cedar Street, Door 6, Everett, WA 98201

## **2.15 PRICING ADJUSTMENTS**

Prices shall remain firm for the duration of the initial six-month period. Reasonable price changes based on market conditions and price or cost analysis may be requested on an annual basis after the initial six-month period. The Supplier shall supply documentation satisfactory to the City of Everett such as documented changes to the Producers Price Index for the commodity, the Consumer Price Index for the Seattle-Tacoma-Bellevue area, or a manufacturer's published modification of price change(s).

The City of Everett will evaluate this information to determine if revising the price is considered fair and reasonable to the satisfaction of the City. Requests for any such change are to be made in writing to the Procurement Division. A written contract amendment will be issued by the City which will institute the price adjustment, provide the new prices, and establish the effective date for the new prices. It is the Supplier's responsibility to keep all pricing up to date and on file with the City of Everett.

The Supplier shall give the City of Everett Procurement Division, thirty (30) calendar days written notice prior to the effective date of the price increase. The City may cancel by individual line item or contract if the price increase request is not approved.

All price reductions at the manufacturer's or distributor's level shall be reflected in a reduction of the contract price(s) to the City of Everett retroactive to the effective date of the price reductions.

## **2.16 ALTERNATIVE METHOD OF PAYMENT – PROCUREMENT CARDS**

The City of Everett utilizes Visa branded Procurement Cards as an alternative method of payment. Any additional costs of accepting the City's procurement card will be factored into the total cost of the submitted bid. Award will be made to the responsive and responsible Supplier with the lowest total cost including any fees associated with accepting the City's procurement card.

## **2.17 PAYMENT**

Within thirty (30) days after delivery, acceptance of items ordered and a properly prepared invoice but not more often than once per month the City of Everett will pay the Supplier according to the rate(s) stated on the price sheet.

No down payment or advance payment of any kind will be made. Washington State law requires proof that the materials have been furnished, the services rendered, or the labor performed as described before payment may be made. All invoices must list the PO number and are to be submitted to the following address:

City of Everett - Accounts Payable  
 PO Box 12130  
 Everett, WA 98206  
[accountspayable@everettwa.gov](mailto:accountspayable@everettwa.gov)

## SECTION 3 – BID SUBMITTAL REQUIREMENTS

### 3.1 SUBMITTAL REQUIREMENTS

Suppliers must provide a proposal which must demonstrate an understanding of the project requirements as stated throughout this Invitation for Bid.

Bids in response to this IFB must be submitted in the order specified below. Bids must include:

1. Form 3.02 – Supplier Commitment and Information
2. Form 3.03 – Price Sheet
3. Form 3.04 – Emergency Information
4. Form 3.05 – Signed Federal Emergency Management Agency (FEMA) clauses
5. Verified-Accredited Wholesale Distributor (VAWD) accredited supplier certification
6. Washington State Department of Health Pharmaceutical Wholesaler certified license or certified permit holder
7. DEA Controlled Substance Certification

**Sealed Bid Submissions** must be submitted in a SEALED ENVELOPE using the optional Opening Label (below) or clearly marked with the IFB Number and Title to the City of Everett no later than the proposal due date and time.

<b>URGENT – SEALED BID ENCLOSED</b>	
<b>Do Not Delay – Deliver Immediately</b>	
<b>URGENT</b>	 <b>EVERETT</b> WASHINGTON
	<b>Procurement</b> 3200 Cedar St., Door # 5 Everett, WA 98201
	<b>IFB Number: 2021-045</b>
	<b>IFB Title: Emergency Medical Services (EMS) Supplies</b>
	<b>Procurement Professional: Jenny Chang</b>
	<b>Supplier:</b>
<b>URGENT</b>	

## FORM 3.02 SUPPLIER COMMITMENT AND INFORMATION

### INVITATION FOR BID #2021-045 EMERGENCY MEDICAL SERVICES (EMS) SUPPLIES

Company Name:		
Company Address:		
City:	State:	ZIP:
Tax ID #:	UBI #:	
Legal status of supplier organization, i.e., corporation, partnership, sole proprietorship.		
Website:	City of Everett Business License #	
Supplier Contact Name (if different from Authorizing Official):	Supplier Contact Title:	
Supplier Contact Email:	Supplier Contact Direct Phone:	
Supplier Contact Address (If different from above):		
City:	State:	ZIP:

By responding to this solicitation, the Supplier understands and agrees to be bound by all requirements and contract terms and conditions contained in this solicitation. By signing this form, the Supplier acknowledges receipt and understanding of any and all addenda issued for this solicitation. This form, signed by an individual authorized to legally commit the Supplier, shall be submitted as the cover page.

The Supplier also certifies that:

- I am authorized to commit my firm to this Bid and that the information herein is valid for 90 days from this date.
- That all information presented herein is accurate and complete and that the scope of work can be performed as presented in this proposal upon the City's request.
- That I have had an opportunity to ask questions regarding this Bid and that those questions have been answered.
- That this Bid response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for this bid and is in all respects fair and without collusion or fraud.

Authorizing Official Name:	Authorizing Official Title:
Authorizing Official Email:	Authorizing Official Phone:
Authorizing Official Signature* and <b>Date</b> :	
<p><small>*A signature means an original signature, a copy of an original signature, a PDF scan of an original signature, or a DocuSign/AdobeSign electronic signature.</small></p>	

**FORM 3.03 PRICE SHEET**  
**INVITATION FOR BID #2021-045 EMERGENCY MEDICAL SERVICES (EMS) SUPPLIES**

Supplier Name:

Complete the provided Microsoft Excel price sheets. Return one hard copy with your bid. A second electronic copy must be submitted at 2:00 p.m. Pacific Time by May 25, 2021 at this website: [\[insert website link\]](#) Price sheets must be submitted in the original electronic format. In the instance that a change is made between the hard copy pricing and what is submitted electronically, the hard copy submitted pricing will prevail. The total base bid amount plus any options that the agency has funding for will be used for evaluation purposes.



21-045 Price List.xlsx

Suppliers must initial somewhere on each hard copy price sheet page to distinguish, for record, the price sheet provided with the bid. If there is a conflict between the unit price and the extended price, the unit price shall govern.

**Should there be any issues submitting the electronic price sheet, please contact the Procurement Professional listed on the cover page of the IFB.**

Quotes for goods or services other than those specified will not be considered unless authorized by the solicitation.

- |                               |                                      |
|-------------------------------|--------------------------------------|
| 1. Pharmaceutical Products    | 10. IV Products & Blood Collection   |
| 2. Infection Control          | 11. Diagnostics                      |
| 3. Airway & Oxygen Delivery   | 12. Monitoring & Defibrillation      |
| 4. Suction                    | 13. Instruments & Personal Items     |
| 5. Wound Care                 | 14. Triage                           |
| 6. Trauma Kits & First Aid    | 15. Training & Simulation            |
| 7. Patient Handling           | 16. Reference & Reporting            |
| 8. Splinting & Immobilization | 17. Pharmaceutical Dispensing System |
| 9. Equipment Bags             |                                      |

Do you certify that you are NOT on the Comptroller General’s list of ineligible contractors nor the list of parties excluded from Federal procurement or non-procurement programs?	
Yes <input type="checkbox"/> No <input type="checkbox"/>	
Do you have an online marketplace for the City to view and place orders?	
Yes <input type="checkbox"/> No <input type="checkbox"/>	
Do you accept Visa Cards?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Is there a fee for accepting credit cards?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If so, state the fee - Credit card fee _____%	

### FORM 3.03 PRICE SHEET

### INVITATION FOR BID #2021-045 EMERGENCY MEDICAL SERVICES (EMS) SUPPLIES

Supplier Name:

Copy category subtotals from the Excel spreadsheet to the subtotal summary.

Category Number	Category Description	Percentage Discount	Subtotal
1	Pharmaceutical Products	%	\$
2	Infection Control	%	\$
3	Airway & Oxygen Delivery	%	\$
4	Suction	%	\$
5	Wound Care	%	\$
6	Trauma Kit & First Aid	%	\$
7	Patient Handling	%	\$
8	Splinting & Immobilization	%	\$
9	Equipment Bags	%	\$
10	IV Products & Blood Collection	%	\$
11	Diagnostics	%	\$
12	Monitoring & Defibrillation	%	\$
13	Instruments & Personal Items	%	\$
14	Triage	%	\$
15	Training & Simulation	%	\$
16	Reference & Reporting	%	\$
<b>Subtotal</b>			\$
<b>Sales Tax 9.8%</b>			\$
<b>Total</b>			\$

#### Bid Options

Option Number	Option Description	Unit Price	Quantity	Amount
BO1	Pharmaceutical Dispensing System	\$	6	\$
<b>Total of both the base bid and the Bid Option</b>				<b>\$</b>

**FORM 3.04 EMERGENCY INFORMATION**

**INVITATION FOR BID #2021-045 EMERGENCY MEDICAL SERVICES (EMS) SUPPLIES**

Supplier Name:
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In the event of an emergency or disaster, the City of Everett is requesting that your company be a pre-qualified supplier of the commodity requested in this solicitation if awarded. Respondents are advised that the commodity contracted for as a result of this solicitation may be called upon by the City of Everett or other governmental entities at times of emergencies or disasters. Indicate below if you agree to honor the terms and conditions, except for delivery and delivery locations, of the resulting contract. Delivery arrangements will be coordinated directly with the stricken entity.

Indicate your agreement to provide the commodity specified in this solicitation to the City of Everett and other governmental agencies in the event of an emergency or disaster.

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, list a contact name, phone and e-mail address of the person who would be on-call 24 hours every day in the event of an emergency or disaster<sup>1</sup>.

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

Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

---

<sup>1</sup> A disaster will likely affect more people or will have more devastating consequences than that of an emergency. An emergency can turn into a disaster while a disaster is inherently an emergency situation, if noticed ahead of time. Not all bad results of an emergency will reach the level of disaster.

**FORM 3.05 FEMA CLAUSES**  
**INVITATION FOR BID #2021-045 EMERGENCY MEDICAL SERVICES (EMS) SUPPLIES**

Supplier Name:

**1. REMEDIES**

- a** Standard. Contracts for more than the simplified acquisition threshold, currently set at \$250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II(A).
- b** Applicability. **This requirement applies to all FEMA grant and cooperative agreement programs.**

**2. TERMINATION FOR CAUSE AND CONVENIENCE**

- a** Standard. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).
- b** Applicability. **This requirement applies to all FEMA grant and cooperative agreement programs.**

**3. EQUAL EMPLOYMENT OPPORTUNITY (NOT APPLICABLE)**

**If applicable, exact language below in subsection 3.d is required.**

- a** Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).
- b** Key Definitions.
  - i** Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

- ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- c. Applicability. **This requirement applies to all FEMA grant and cooperative agreement programs.**
- d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) **requires the following contract clause.**

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:  
  
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this

section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity

clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### 4. **DAVIS-BACON ACT (NOT APPLICABLE)**

- a. **Standard.** All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- b. **Applicability.** The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.
- c. **Requirements.** If applicable, the non-federal entity must do the following:
- i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
  - ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in

Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

- iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Compliance with the Davis-Bacon Act.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

**5. COPELAND ANTI-KICKBACK ACT (NOT APPLICABLE)**

- a. **Standard.** Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
- b. **Applicability.** This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. **This clause does not apply to the FEMA Public Assistance Program.**
- c. **Compliance with the Copeland "Anti-Kickback" Act.**
  - 1. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
  - 2. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract

clauses.

3. In accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.
4. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

**6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (NOT APPLICABLE)**

- a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- b. Applicability. This requirement applies to all FEMA contracts awarded by the non-federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- c. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act.

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the

contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

- (3) *Withholding for unpaid wages and liquidated damages.* The City of Everett shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

## 7. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (NOT APPLICABLE)**

- a Standard. If the FEMA award meets the definition of “funding agreement” under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).
- b Applicability. **This requirement applies to “funding agreements,”** but it this clause does not apply to the FEMA Public Assistance Program, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- c Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines

“funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

**8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT (NOT APPLICABLE)**

**a** Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

**b** Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.

**c** Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the City of Everett and understands and agrees that the City of Everett will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**d** Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the City of Everett and understands and agrees that the City of Everett will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**9. DEBARMENT AND SUSPENSION**

- a** Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).
- b** Applicability. **This requirement applies to all FEMA grant and cooperative agreement programs.**
- c** Requirements.
- i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at [www.sam.gov](http://www.sam.gov). See 2 C.F.R. § 180.530.
  - ii. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipients.
  - iii. Specifically, a covered transaction includes the following contracts for goods or services:
    1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
    2. The contract requires the approval of FEMA, regardless of amount.
    3. The contract is for federally-required audit services.
    4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d** Suspension and Debarment
- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or

disqualified (defined at 2 C.F.R. § 180.935).

- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by City of Everett. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City of Everett, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

## 10. **BYRD ANTI-LOBBYING AMENDMENT**

- a** Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.
- b** Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

**c** Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

**d** Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if

any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap.38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

**11. PROCUREMENT OF RECOVERED MATERIALS**

- a** Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. § 200.322.
- b** Applicability. This requirement applies to all contracts awarded by a non-federal entity under FEMA grant and cooperative agreement programs.
- c** Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d** In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
  - 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - 2. Meeting contract performance requirements; or
  - 3. At a reasonable price.
    - i. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site,

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

- ii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

## 12. **ACCESS TO RECORDS**

- a. **Standard**. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.
- b. **Access to Records**. The following access to records requirements applies to this contract:
  - i. The Contractor agrees to provide the City of Everett, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
  - ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
  - iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.
  - iv. In compliance with the Disaster Recovery Act of 2018, the City of Everett and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

## 13. **CHANGES**

- a. **Standard**. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
- b. **Applicability**. FEMA recommends, therefore, that a non-Federal entity include a

changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

**14. DHS SEAL, LOGO, AND FLAGS**

- a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).
- b. The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

**15. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**

- a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**16. NO OBLIGATION BY FEDERAL GOVERNMENT**

- a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.
- b. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**17. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

- a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

Federal Emergency Management Agency (FEMA) may be subject to specific federal laws, regulations, and requirements in addition to those under other federal, state, and local laws. This may include, but is not limited to, the procurement standards of the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, Title 44 of the Code of Federal Regulations, Part 13 (44 CFR Part 13), and Title 2 of the Code of Federal Regulations, Part 200 Appendix II (2 CFR Part 200, Appendix II).

The terms included in this section express Suppliers willingness and ability to comply with certain requirements which may be applicable to specific purchases using FEMA grant or contract dollars. The City reserves the right at any time within a contract term to require an awarded Supplier to reaffirm or resubmit proper documentation relating to these requirements.

Note: The numbering and identification contained within this section is only for reference purposes and does not identify any actual Federal designation or location of the rule. Rules are located in 44 CFR Part 13.

Supplier agrees to comply with federal, state, and local laws, rules, regulations, and ordinances, as applicable. It is further acknowledged that Supplier certifies compliance with provisions, laws, acts, regulations, etc. as noted above.

This certification shall be effective through the term of the Supplier’s awarded contract.

Supplier:	
Awarding Agency contract number:	
Address:	
City, state, zip code:	
Phone number:	
Printed name and title of authorized representative:	
Signature of authorized representative:	
Date:	

**CITY OF EVERETT**  
STANDARD TERMS AND CONDITIONS

**INVITATION TO BID, REQUEST FOR QUOTATION & PURCHASE ORDER CONTRACT**

1. **CHANGES** – No alteration in any of the terms, conditions, delivery price, quality, quantities, or specification of this order will be effective without written consent of the Procurement Manager or appropriate Buyer.
2. **HANDLING** – No charges will be allowed for handling, including but not limited to packing, wrapping bags, containers, or reels, unless otherwise stated herein.
3. **DELIVERY** – For any exception to the delivery date as specified on this order, supplier shall give prior notification and obtain written approval thereto from the Procurement Manager or appropriate Buyer with respect to delivery under this order. Time is of the essence and the order is subject to termination for failure to deliver as specified and/or appropriate damages.

The acceptance by the Purchaser of late performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Supplier.

4. **PAYMENTS, CASH DISCOUNT, LATE PAYMENT CHARGES** – Invoices will not be processed for payment until the period of computation for cash discount commence until receipt of a properly completed invoice or invoiced items are received, whichever is later. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized.
5. **SHIPPING INSTRUCTIONS** – Unless otherwise specified, all goods are to be shipped prepaid, F.O.B. Destination. Where shipping addresses indicate room numbers it will be up to the Supplier to make delivery to that location at no additional charge where specific authorization is granted to ship goods FOB shipping point. Supplier agrees to prepay all shipping charges, route as instructed or if instructions are not provided, route by cheapest common carrier and to bill the Purchaser as a separate item on the invoice for said charges. Each invoice for shipping charges shall contain the original or a copy of the bill indicating that the payment for shipping has been made. It is also agreed that the Purchaser reserves the right to refuse COD shipments.
6. **REJECTION** – All goods or materials purchased herein are subject to approval by the Purchaser. Any rejection of goods or material resulting because of nonconformity to the terms and specifications of this order, whether held by the Purchaser or returned, will be at Supplier's risk and expense.
7. **IDENTIFICATION** – All invoices, packing lists, packages, shipping notices, instruction manuals, and other written documents affecting this order shall contain the applicable purchase order number.
8. **INFRINGEMENTS** – Supplier agrees to protect and save harmless the Purchaser against all claims, suits or proceedings for patent, trademark, copyright or franchise infringement arising from the purchase, installation, or use of goods and materials ordered, and to assume all expenses and damages arising from such claims, suits or proceedings.
9. **WARRANTIES** – Supplier warrants that articles supplied under this order conform to specifications herein and are fit for the purpose for which such goods are ordinarily employed, except that if a particular purpose is stated, the material must then be fit for that particular purpose.
10. **ASSIGNMENTS** – The provisions or moneys due under this contract shall only be assignable with prior written consent of the Procurement Manager or appropriate Buyer.
11. **TAXES** – Unless otherwise indicated the Purchaser agrees to pay all State of Washington sales or use tax. No charge by Supplier shall be made for federal excise taxes, and the Purchaser agrees to furnish Supplier, upon acceptance of articles supplied under this order with an exemption certificate.
12. **LIENS, CLAIMS AND ENCUMBRANCES** – Supplier warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.
13. **RISK OF LOSS** – Regardless of FOB point, Supplier agrees to bear all risks of loss, injury or destruction of goods and materials ordered herein which occur prior to delivery. Such loss, injury or destruction shall not release Supplier from any obligation hereunder.

14. SAVE HARMLESS – Supplier shall protect, indemnify, and save the Purchaser harmless from and against any damage, cost, or liability for any injuries to persons or property arising from acts or omissions of Supplier, his employees, agents, or subcontractors howsoever caused.
15. PRICES – If price is not stated on this order, it is agreed that the goods shall be billed at the price last quoted or paid, or prevailing market price whichever is lower.
16. TERMINATION – In the event of a breach by Supplier of any of the provisions of this contract, the Purchaser reserves the right to cancel and terminate this contract forthwith upon giving oral or written notice to Supplier. Supplier shall be liable for damages suffered by the Purchaser resulting from Supplier's breach of contract.
17. NONDISCRIMINATION AND AFFIRMATIVE ACTION – The supplier agrees not to discriminate against any client, employee or applicant for employment or services because of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap with regard to, but not limited to, the following employment upgrading, demotion, or transfer, recruitment or recruitment advertising, lay-offs or termination, rates of pay or other forms of compensation, selection for training or rendition of services.

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

18. LABOR AND INDUSTRIES – ~~Contractor is required to procure Labor and Industries permits F700-007-000 and F700-029-000 and abide by the requirements thereof. Copies of "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" shall be submitted to the City Clerk and Department of Labor and Industries.~~
19. ANTI-TRUST – Supplier and the Purchaser recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact borne by the Purchaser. Therefore, Supplier hereby assigns to the Purchaser any and all claims for such overcharges.
20. DEFAULT – The Supplier covenants and agrees that in the event suit is instituted by the Purchaser for any default on the part of the Supplier, and the Supplier is adjudged by a court of competent jurisdiction to be in default, he shall pay to the Purchaser all cost, expenses expended or incurred by the Purchaser in connection therewith, and reasonable attorney's fees. The Supplier agrees that the Superior Court of the State of Washington shall have jurisdiction over any such suit, and that venue shall be laid in Snohomish County.
21. BRAND NAME – When a special brand is named it shall be construed solely for the purpose of indicating the standards of quality, performance, or use desired. Brands of equal quality, performance, and use shall be considered, provided Supplier specifies the brand and model and submits descriptive literature when available. Any bid containing a brand which is not of equal quality, performance, or use specified must be represented as an alternate and not as an equal, and failure to do so shall be sufficient reason to disregard the bid.
22. ACCEPTANCE BY ACCEPTING THIS PURCHASE ORDER IN WRITING OR BY DELIVERING THE MATERIAL ORDERED, YOU ACCEPT ALL OF THE TERMS AND CONDITIONS SET FORTH. FORMAL OBJECTION IS HEREBY MADE TO ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY SUPPLIER AS A CONDITION OF ACCEPTANCE OR DELIVERY.