INVITATION TO BID

BID NUMBER P10164

NOTICE OF BID SECTION

DATE: January 25, 2017

DEPARTMENT: Various

TO FURNISH THE FOLLOWING: PUBLICATION SERVICES FOR LEGAL NOTICES

BID DUE DATE & TIME: Sealed Bids will be received until: 11:00 A.M. Local Time, on February 15, 2017.

MAIL OR DELIVER BIDS TO: Spokane County Purchasing Department
1101 W. College Ave., Suite 241B
Spokane, WA 99201

ATTN: ITB Project No. P10164

PUBLICATION SERVICES FOR LEGAL NOTICES

DELIVERY OF BIDS: Deliver bids to the Clerk of the Board at the time and place for public bid opening when the Clerk of the Board announces the last call for bids.

A PUBLIC BID OPENING will be held at 11:00 A.M. local time, on the date and time above, in Room 2B, Spokane County Public Works Building, 2nd Floor, 1026 West Broadway Avenue, Spokane, Washington. Promptly at 11:00 A.M., the Clerk will make the last call for bids. After the last call for bids, bids will be opened and read aloud. Bids delivered after the last call for bids may be rejected as non-responsive.

EARLY DELIVERY OF BIDS will be received by the Purchasing Department at the address above until 10:45 A.M. of the appointed day. Thereafter, at 11:00 A.M. a public bid opening will be held in Room 2B, Spokane County Public Works Building, 2nd Floor, 1026 W. Broadway Avenue, Spokane, WA 99260.

EACH BID SHALL BE SEALED in an opaque envelope which has been clearly marked in the upper left corner with the words “Bid Submittal by [Insert Bidder’s Name/Address]” where “[Insert Bidder’s Name/Address]” is replaced by the name and address of the bidder. In the lower left corner of the envelope the bidder shall write out the bid number, bid opening date, and name of the bid. Bids should be submitted on the special bid submittal form(s) enclosed. All bid responses must be typewritten or written legibly in ink and signed by an individual authorized to bind the bidder. **Signatures are required where indicated; failure to comply with this requirement may be cause for rejection of bid response.** Erasures, white-outs and typeovers, and other modifications must be initialed. Bidders are cautioned to verify their bid response prior to submission. It will be the sole responsibility of bidders to ensure bids are in the possession of the Spokane County Purchasing Department by the appointed date and time.

For additional information contact: Terrie Roberts, Buyer 3, Phone (509) 477-2303 Email troberts@spokanecounty.org

Terrie Roberts A.P.P. C.P.M. CPPB
Buyer 3

Béla G. Kovács, C.P.M., CPPO
Director of Purchasing

1-25-2016
NO BID STATEMENT

Receipt of this completed form will assist us in calling for future bids. Please complete and submit this form prior to the closing date and time as shown on the Request for Quotation/Invitation to Bid.

A Quotation/Bid is not being submitted for the following reason(s):

- ☐ We do not offer this commodity and/or service or an equivalent
- ☐ Insufficient time to respond to the invitation to bid.
- ☐ Our schedule would not permit us to perform
- ☐ Other reasons or additional comments (please explain below)

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GENERAL CONDITIONS

1. INTENT OF THE BID: This Invitation to Bid is to solicit competitive bids for the letting of a contract to a legal newspaper qualified under Chapter 36.72 RCW, and Chapter 65.16 RCW, to serve as the “official county newspaper” of Spokane County for the term of one year beginning on the first day of July following the award of this Invitation to bid. The work and services shall be as further outlined in the Technical Specifications of this Invitation to Bid.

2. DEFINITIONS:
   “Bidder” means Seller or the person, firm, entity or corporation from whom the bid has been submitted.
   “County” means Spokane County Washington
   “ITB” means Invitation to Bid
   “Purchaser” means Spokane County Washington
   “Request for Quote or Quotation” see ITB
   “Seller” see Vendor
   “Vendor” means the successful bidder who has been awarded the contract

3. CONTRACT: The successful bidder will be required to sign a contract agreement (see Attachment A – Sample Agreement).

4. RECEIPT OF BID: It will be the sole responsibility of the Bidder to ensure that their bid is in the possession of the Spokane County Purchasing Department by the appointed date and time. Spokane County shall assume no responsibility for any delay in U.S., County, or any other mail service resulting in a bid being received late by the Purchasing Department.

5. CONTRACT AWARD: Any contract awarded pursuant to this ITB shall be awarded to the best and lowest responsive and responsible bidder whose bid response meets the requirements and criteria set forth in this ITB. A “responsive bidder” means a person who has submitted a bid response which conforms in all material respects to the ITB. A “responsible bidder” means a vendor who has the capacity in all respects, including financial, to perform fully the contract requirements and the integrity and reliability which will assure good faith performance.

   As provided for in RCW 36.72.075 and subject to the specifications of this ITB, the Board of County Commissioners shall award the bid to the best and lowest responsible bidder, giving consideration to the question of circulation in awarding the bid, with a view to giving publication of notices the widest publicity.

6. PAYMENT METHOD: The method of payment will be at the County's sole discretion using any of the following methods:
   a) By warrant (check);
   b) The County's credit card – otherwise referred to as “payment card” or “P-Card”;
   c) Automated Clearing House (ACH);
   d) Electronic Payment (E-Payment, also referred to as e-Payables).

   The pricing submitted by the vendor and accepted by the County is inclusive of applicable payment terms, as well as, any and all fees incurred by the vendor in accepting any of the above referenced payment methods. No additional fees or charges shall apply, unless otherwise preapproved by the County. Additionally, unless otherwise set forth in the bid, quote, submittal, and accepted by the County in the contract, payments shall be made in arrears and with payment terms of “Net 30 Days” from the date that the County receives a correct and accurate invoice. An accurate invoice must, in part, reference a valid County contract/agreement or purchase order number.

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Spokane County
January 25, 2017
Invitation to Bid No. P10164
Page 3 of 23
7. **ERRORS**: In case of error in calculating or typing, the quoted unit price will be used as basis for correction of this order.

8. **UNIT PRICES AND ROUNDING**: All bid prices will be as per specifications and shall include, but not be limited to, factory standard equipment and those optional and/or alternate items as specified. When prices are to be shown in both words and figures, then the words shall govern in the event of a discrepancy between the words and figures. Prices shall be inserted where noted, and the total(s) where noted.

After opening and reading bids, the County will check them 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 unit priced bid item, the unit price will control. The total of extensions, corrected where necessary, will be used by the County. For tabulation, award and contracting purposes, unit price extensions and arithmetic calculations will be carried to the nearest penny.

9. **NON-CONFORMANCE**: Any units not conforming to exact specifications may be rejected and it will be the responsibility of the Manufacturer and/or Bidder to conform with the requirements unless deviations have been specifically cited by the Bidder and acceptance, by the County, made on the basis of the exception.

10. **BID PRICE INCLUSIVE**: The bid price(s) will include all costs and charges for performing the services in a manner that is complete and consistent with industry standards. The County will not allow for any additional charges outside of the fees and prices bid unless approved by the County by agreement or change order.

11. **PROMPT PAYMENT CASH DISCOUNT**: If offered it shall be understood that the cash discount period to County will date from receipt of both acceptable goods and properly completed invoice and not just from date of invoice.

12. **DEDUCTIONS**: Payment, under an order resulting from this bid, will be subject to deductions of any valid claim of Purchaser against Seller arising from this or any other transaction.

13. **CHANGES AND SUBSTITUTIONS**: No substitutions or changes to the goods in this Invitation to Bid will be accepted unless approved in advance and in writing by the Purchasing Department.

14. **COMPLIANCE WITH LAWS AND REGULATIONS**: The Bidder, by acceptance of an order resulting from this Invitation to Bid, warrants full compliance with all applicable local, state or federal laws and regulations and agrees to indemnify and defend the County against any loss, cost, liability or damage by reason of Bidder’s violation of this paragraph.

15. **INDEMNIFICATION**: To the extent allowed by law, the Vendor shall defend, indemnify and hold the County harmless against any and all losses, damages, costs, expenses, suits, actions, liabilities (including reasonable attorney’s fees) from or caused by the negligence or fault of the Vendor which result from, arise out of, or are in any way connected with the services to be rendered or performed by the Vendor under the terms of this Agreement; provided, that this agreement will not apply where said losses, damages, etc. are caused by or result of the sole negligence or fault of the County.

In any circumstance where the damage, loss, or injury is caused by the concurrent negligence of the Vendor, its subcontractors, agents, and/or employees, and the County, then Vendor expressly and specifically agrees to hold the County harmless and will indemnify the County to the extent of the Vendor, its subcontractors’, agents’, and/or its employees’ concurrent negligence, fault or responsibility.

Further, the Vendor specifically waives its immunity under Title 51 RCW (Industrial Insurance Statute), and acknowledges that this waiver of immunity was mutually and expressly negotiated by the parities, and
expressly agrees that this promise to indemnify and hold harmless applies to all claims filed by and/or injuries to Vendor's own employees.

16. TERMINATION: Contract(s) resulting from this bid may be terminated in whole or in part, without penalty, under the following conditions: 1) by mutual written agreement; 2) by the County for breach by the bidder of any of the obligations or requirements set forth in the contract documents which would, at the option of the County, require the bidder to assume liability for any and all damages, including the excess of re-procuring similar products or services; 3) for convenience of the County; or 4) by the County for non-appropriation of funds.

Notwithstanding any other provisions contained herein, the County, without cause, may terminate the contract between the parties by providing notice to the Contractor. Upon termination under this section: 1) All remaining obligations of the parties are discharged, but any right based upon breach or performance occurring prior to termination survives; 2) If the reasonable costs of performance incurred by the Contractor prior to termination exceed the amount paid by the County to the Contractor on the Contract Sum, the County shall reimburse the Contractor in the amount of such excess; 3) If the amount paid by the County to the Contractor on the Contract Sum exceeds the reasonable costs of performance incurred by the Contractor prior to termination, the Contractor shall reimburse the County in the amount of such excess; 4) Any funds obtained or retained by the Contractor as provided in TERMINATION 2) or 3) above shall constitute full payment and consideration for the services performed by the Contractor prior to termination.

17. COMPLIANCE WITH TERMS: The County may at any time insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice, or course of dealing to the contrary.

18. ESTIMATED QUANTITIES: When quantities are estimated in the bid form they are stated only for bid comparison purposes. The County does not warrant, expressly or by implication, that the actual quantities of work will correspond with those estimates. Payment will be made on the basis of the actual quantities of each item furnished in accordance with the contract requirements.

19. TAXES: All applicable taxes must be shown when called for in the Invitation to Bid. Taxes, whether State or Federal, shall not be included in the bid prices. Sales tax should be added as a separate item only, not to be included in the price. Business, occupational and personal property taxes are the responsibility of the seller. All taxes payable by the County as a result of this contract are considered part of the bid evaluation.

Spokane County is required to pay Washington State Sales Tax on all purchases. Sales Tax should be added as a separate item only, not to be included in the price. All bidders whether inside or outside the State of Washington shall show the tax rate applicable to this bid. All taxes payable by the County as a result of this contract are considered part of the bid evaluation. Washington State Sales Tax is payable by the County direct to the State of Washington on awards made to out-of-state vendors who do not have a Washington State Sales Tax Number. If you have any questions concerning the appropriate rate, contact the Washington State Department of Revenue (509) 482-3800.

20. SALES TAX ON CASH DISCOUNTS: In accordance with the Washington State Department of Revenue, sales tax is calculated on the discounted amount paid.

21. EXPARTÉ COMMUNICATION: Please note that to insure the proper and fair evaluation of a bid, Spokane County prohibits exparté communication (i.e., unsolicited) initiated by the Bidder to the County Official or Employee evaluating or considering the bids prior to the time a bid decision has been made.

Communication between Bidder and the County will be initiated by the appropriate County Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the bid. Exparté communication may be grounds for disqualifying the offending Bidder from consideration or award of the bid, then in evaluation, or any future bid.
22. **ADDENDA TO THE INVITATION TO BID**: Clarifications given during the bidding process by Spokane County to bidder's questions will be considered informal and unofficial and not binding on the County or the bidder. Should any discrepancies or omissions be found in the bid specifications, or doubt as to its meaning, bidder shall at once notify the Director of Purchasing in writing. The Director of Purchasing will send out written instructions or addenda as required to all interested parties.

The County shall not be held responsible for oral interpretations. All official clarifications or interpretations of the bid documents will be by written addenda issued by the Office of Purchasing, Spokane County. All addenda issued shall be incorporated into the contract. Bidder shall acknowledge addenda by completing the "Receipt of Addenda" under the Bid Response Section.

23. **ARBITRATION**: There will be no arbitration arising out of or relating to the contract.

24. **REJECTION OF BIDS**: The Board reserves the right to reject any or all bids, portion or parts thereof and to waive all minor irregularities in bidding. No bidder may withdraw their bid after the hour set for the bid opening thereof, unless award is delayed for a period exceeding ninety (90) days. A copy of the bid is on file with the Clerk of the Board in the County Commissioner’s Office.

25. **POINTS OF CONTACT**:

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<th>County Contract Administrators:</th>
<th>County Contract Facilitator:</th>
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<td>Department Heads/Elected Officials,</td>
<td>Terrie Roberts, Buyer 3</td>
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<td>or their designees, of various departments</td>
<td>Spokane County Purchasing Department</td>
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<td>See language below.</td>
<td>1101 W. College Ave., Suite 241B</td>
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<td>Spokane, WA 99201</td>
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<td>Phone: (509) 477-2303</td>
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<td>Fax: (509) 477-6627</td>
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The Contract Administrator and Contract Facilitator as defined below are each authorized representatives of the County. In addition to any other communications from the County the Contractor may, from time to time, rely on, the communications from the Contract Administrator, or the Project Manager(s) as assigned by the Contract Administrator; or the communications from the Contract Facilitator. The County will use its best efforts to inform the Contractor at all times of the identities of the Contract Administrator, Project Manager(s), and the Contract Facilitator.

1. "Contract Administrator". For advertisement requests (or legal notices publication requests) placed by authorized Spokane County departments, the particular Spokane County Department Head/Elected Official (or their designee) who submitted the request for advertisement or legal notice publication, shall be the ‘Contract Administrator’ for each of their respective advertisement request(s). A list of the authorized County Departments is contained in Technical Specifications on Page 15. The Contract Administrator’s responsibilities include: (a) perform all duties and responsibilities of the County and Project Manager and serve as the primary point of contact within the County in the day to day interaction with the Contractor; (b) the monitoring and review of all aspects of Contractor performance in the deliverables under this Agreement and their acceptability to the County; (c) certification and authentication responsibilities as Disbursing Officer under RCW 42.24.080 in connection with payments made under this Agreement; (d) working out Contractor performance schedules; (e) causing or initiating changes or modifications to this Agreement to be coordinated through the Contract Facilitator and as may be subject to approval by the Board of County Commissioners; and (f) the performance of all other contract administration responsibilities as set forth in this ITB and the resulting agreement(s) are ultimately the responsibility of the Contract Administrator.

2. "Contract Facilitator" is the responsible buyer in the Spokane County Purchasing Department as assigned by the Purchasing Director. The Contract Facilitator’s responsibilities are ministerial in nature.
include the following, each of which are subject to the initiation and final review and approval made by the Contract Administrator, and where applicable, approval by the Board of County Commissioners: (a) the receipt, reviewing and processing of changes and modifications to this Agreement; (b) executing contract term renewals; (c) adding additional users, and (d) the processing of any other form of action that could change the Agreement.

26. NON-EXCLUSIVE: This is not an exclusive contract and Spokane County reserves the right to use other sources.

27. POSTING ON COUNTY WEBSITE: As a convenience, the initial Invitation to Bid (ITB) and subsequent addenda are available via electronic soft copy using Microsoft Office 2015. This version shall be made available on the Spokane County Purchasing web site at:

   http://www.spokanecounty.org/3405/Current-Opportunities-and-Results-Table

Spokane County shall not be responsible for technical difficulties encountered by respondents in accessing or working with the electronic version of this Invitation to Bid.

28. BID RESPONSES: All bidders are to submit an original and one copy of bid response. Failure to comply may result in disqualification. Respondents are cautioned that submittal responses which in any way alter or modify the form, tables, formatting, language, terms and conditions of the Invitation to Bid (other than to insert the information requested by the ITB), may be cause for responses to be rejected by the County as being non-responsive.

29. EACH BID shall constitute an offer to Spokane County as outlined herein and no bidder may withdraw his bid after the hour set for the bid opening thereof except under the conditions explained in the Information to Bidders Section.

30. ADDITIVE ALTERNATES: Additive alternates, if any, listed by the County in this Invitation to Bid, may be awarded under a separate agreement and apart from the award of any base-bid items. While it is the intent of the County to award all base bid items the County shall have the right to consider and accept alternates, if called for in the bid documents, in any order or combination, and to determine the lowest, responsible, responsive bidder of any or all of the additive alternates. Any award of Additive Alternates may be split awards or multiple awards, at the sole discretion of the County. Additive Alternates if offered and if awarded in this Invitation to Bid, shall not be a factor in awarding any contract for the Base Bid Items (i.e., for the “Official County Newspaper”).

The County reserves the right to award alternate bid items that may not have been awarded initially by the Board of County Commissioners. This may occur when a County Contract Administrator determines that the award of additive alternate bid items is necessary and essential for proper County functions. Any award of additive alternates shall be non-exclusive.

31. RECEIPT OF ADDENDA: All official clarifications or interpretations of the bid documents will be by written addenda only.

32. REJECTION OF BIDS: The Board reserves the right to reject any or all bids for good cause shown, to waive minor deviations from the specifications, and to waive any informality in bids received, when such acceptance, rejection, or waiver is in the best interest of Spokane County. Informalities in bids are matters of form rather than substance evident from the bid document, or insignificant mistakes that can be waived or corrected without prejudice to other bidders; that is, the effect on price, quantity, quality, delivery, or contractual conditions is negligible, and waiver of the informality does not grant the bidder a competitive advantage. Special attention will be directed to the qualifications of the Bidders when considering awarding a contract. A copy of the bid is on file with the Clerk of the Board in the County Commissioners Office.
33. WITHDRAWAL OF BID: No bidder may withdraw his bid after the hour set for the bid opening thereof, unless award is delayed for a period exceeding ninety (90) days.

34. SIGNATURES: Bidders are required to sign at the end of pages where indicated. The signature certifies that the information on that page is true and correct. Failure to do so can be cause for disqualification of the bid.
**NOTICE** Bidders are hereby notified that the Technical Specifications and this Invitation to Bid include various changes from prior year’s bids. The changes primarily consist of adding the Additive Alternate Bid Item 1 and in a change to the subscriptions section of the Technical Specifications. Accordingly, bidders are encouraged to carefully review, compare and take into consideration these changes when submitting their bids.

This Invitation to Bid is to solicit competitive bids for the letting of a contract to a legal newspaper qualified under Chapter 36.72 RCW, and Chapter 65.16 RCW, to serve as the official county newspaper of Spokane County for the term of one year beginning on the first day of July following the award of this Invitation to bid.

TERM OF CONTRACT: The price agreement for publication of legal notices for Spokane County shall conform to specifications and will be a term contract, covering a period of one year from July 1, 2017 and continuing through midnight June 30, 2018. During this term period, Spokane County intends to advertise legal notices with the successful bidder; however, any contract resulting from this Invitation to Bid shall be non-exclusive. The County intends to select, and to award a contract to, only one newspaper as the “official county newspaper” for the term specified. Any award of a contract for the “official county newspaper” shall be distinctly separate and apart from any award for Additive Alternate Bid Item 1 (Display Advertising).

In order to well, truly and correctly publish in agate type all resolutions, notices, taxes and assessments, sales and other proceedings and statements, including tabular matter, which the County submits to Vendor for publication.

- Type shall be solid.
- Bids must state the price per line for each first insertion and the price per line for each second insertion.
- Bidder shall also:
  - Take each of the six sample legal notices (Attachment B); and
  - Set them exactly as they would appear in the newspaper, and
  - Price each of them for each bid item in the Bid Response section (i.e., for Bid Items 2, 3 and 4).
- Bidder shall include figures for distribution of newspapers. Be as precise as you can. Furnish information that will facilitate our understanding of your newspaper’s circulation and distribution.

BID EFFECTIVE PERIOD: Bid prices are to be firm for the period of the contract. Only firm bids will be accepted.

RATE LIMIT: The rate charged for legal notices shall not exceed the national advertising rate extended by the newspaper to all general advertisers and advertising agencies in its published rate card per RCW 65.16.091.

SCOPE: The contract and rates awarded as a result of this Invitation to Bid shall be available for use by all Spokane County departments.

DESCRIPTION OF WORK: This Invitation to Bid is for a price agreement for publication of legal notices for Spokane County over a period of one year.

EACH BID shall constitute an offer to Spokane County as outlined herein. Bid prices will include all costs associated with the performance of the contract such as sales tax, permits, insurance, shipping, handling, freight charges, etc. Installation of products is not included.

QUANTITIES: The quantities, when furnished by the County, are estimated. Spokane County reserves the right to increase/decrease the stated estimated annual requirements as necessary to meet actual requirements.

REPORTS: If requested by the County, the successful bidder shall, in a timely manner, furnish the office of Purchasing a re-cap of any or all advertising done by the successful bidder for any or all County departments during the contract term.

SPECIFICATIONS: Spokane County reserves the right to determine which specific items on any specification requirements require strict adherence, or are most important, and those that are not, or requiring a lesser degree of importance. Such determination can and will be a basis for evaluating, recommending and making award. The County will, at its discretion, assess warranty offered, and utilize life-cycle costing and/or performance factors as the evaluation method and basis for award. The low bid most closely meeting specifications is usually the bid given the award, although delivery time is sometimes a necessary factor. Should a requested specification sheet not
be submitted with a bid, this is considered non-responsive and therefore will not be considered. Please read and respond to specification requirements carefully. See also the requirements in the General Conditions Section for additional requirements pertaining to this Invitation to Bid.

The successful bidder shall be required to well, truly, and correctly publish in agate type all resolutions, notices, taxes and assessments, sales and other proceedings and statements, including tabular matter, which the County submits to successful bidder for publication. Type shall be solid. Bids must state the price per line for the first insertion and the price per line for each second insertion. Bidders shall also take the sample legal notices (see Attachment B), set them exactly as they would appear in the newspaper, and price them as indicated in Bid Items 2 through 4 on Page 12. Bidder shall include figures for distribution of newspapers. Be as precise as you can. Furnish information that will facilitate our understanding of your newspaper's circulation and distribution.

STATUTORY REQUIREMENTS: The successful bidder must have been approved as a legal newspaper by order of the Superior Court of Spokane County per RCW 65.16.040. The County will consider as responsive only bids that include a single newspaper, which must be a legal newspaper. The successful bidder must furnish affidavits of publication for all advertising directly to the agency or department requesting the advertisement. Affidavits of publication shall state that the newspaper has been approved as a legal newspaper by order of the Superior Court of Spokane County per RCW 65.16.030. Departments or agencies of the County that may be using this contract include, but are not necessarily limited to, the following Spokane County departments:

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SUBSCRIPTION: The successful bidder shall provide one subscription to the legal newspaper at no charge to the County, delivered to the Spokane County Purchasing Department, Spokane Regional Health Building, 1101 W. College Ave., Suite 241B, Spokane, WA 99201. The subscription requirement of this section shall not be a factor in awarding any contract for the Base Bid Items (i.e., for the “Official County Newspaper”). Additionally, successful bidder shall provide, at no charge to the County, access (i.e., individual User IDs and Passwords) to each staff member (i.e., a total of seven) of the Spokane County Purchasing Department for purposes of electronically verifying and confirming the publication of legal notices issued on behalf of the County Purchasing Department for competitive bids and other County business.

SAMPLE AGREEMENT: Attachment "A" is a sample of the Agreement is intended only for the Base Bid Items (i.e., the “Official County Newspaper”) which will be applicable to the successful bidder awarded a contract for the “Official County Newspaper”. Spokane County Purchasing will forward a completed Agreement to the successful bidder for authorized signature with award notification. THE AGREEMENT IS TO BE SIGNED AND RETURNED WITHIN TEN (10) DAYS after date of award notification.

SAMPLE AGREEMENT – DISPLAY ADVERTISING RATES ONLY: Any contract for Display Advertising Rates, if awarded, shall be non-exclusive. As the contract format for any contract entered into for Display Advertising Rates (Additive Alternate Bid Item 1), the County may, at its sole discretion, elect to:

(a) use a contract format similar to the sample agreement in Attachment “A”; or

(b) utilize a contract format proposed and/or negotiated by a respondent.
BID RESPONSE SECTION

NOTE: All pages in this section must be completed and returned in order to be considered as a bid submittal.

BID NUMBER AND TITLE: ITB No. P10164 - PUBLICATION SERVICES FOR LEGAL NOTICES

NAME OF FIRM SUBMITTING BID: ___________________________________________________________

RECEIPT OF ADDENDA: All official clarifications or interpretations of the bid documents will be by written addenda only. Bidder acknowledges receipt of the following addenda:

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BID RESPONSE: The bid response consists of completing, signing and returning the documents contained in this Bid Response Section (Pages 11 through 17).

A. CERTIFIED TOTAL CIRCULATION - Insert your legal newspaper’s Total Circulation Figure in the space provided below:

(Include affidavit of total circulation)  

Total Circulation Figure

B. CIRCULATION BY AREA: Do not list the same circulation in more than one item. The total circulation for B-1 and B-2, below, should equal the Certified Total Circulation. Enclose a definitive description of the boundaries for each of the areas in B-1 and B-2 that are used for circulation. Boundaries may be different than listed as long as they do not overlap each other.

(B-1) METROPOLITAN SPOKANE AREA (City and Surrounding Area)

<table>
<thead>
<tr>
<th>ITEM</th>
<th>AREA</th>
<th>CIRCULATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>B-1.1</td>
<td>North</td>
<td></td>
</tr>
<tr>
<td>B-1.2</td>
<td>South and West</td>
<td></td>
</tr>
<tr>
<td>B-1.3</td>
<td>Valley</td>
<td></td>
</tr>
</tbody>
</table>

(B-2) BALANCE OF SPOKANE COUNTY List incorporated areas or any other information that will facilitate an understanding of circulation statistics.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>AREA</th>
<th>CIRCULATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>B-2.1</td>
<td>North</td>
<td></td>
</tr>
<tr>
<td>B-2.2</td>
<td>South</td>
<td></td>
</tr>
<tr>
<td>B-2.3</td>
<td>East</td>
<td></td>
</tr>
<tr>
<td>B-2.4</td>
<td>West</td>
<td></td>
</tr>
<tr>
<td>B-2.5</td>
<td>Incorporated Areas</td>
<td></td>
</tr>
</tbody>
</table>

Are circulation figures certified by an independent audit? ☐ YES ☐ NO

Name of auditor: ____________________________________________________________

Signature ___________________________ Printed Name ___________________________ Date ________

Spokane County
January 25, 2017  Invitation to Bid No. P10164  Page 11 of 23
C. CIRCULATION BY ZIP CODE:
Bidders shall attach a separate sheet to bid response listing circulation for all of Spokane County according to U.S. Postal Service Zip Code.

D. DISTRIBUTION METHOD:
To assist in assessing circulation, respond to the following and add any information that may assist the County in determining the extent and type of circulation achieved.

(D-1) PERCENT OF TOTAL FOR DELIVERY (Total shall equal 100%)

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>PERCENT OF TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Delivered by Hand</td>
<td>%</td>
</tr>
<tr>
<td>2</td>
<td>Mailed</td>
<td>%</td>
</tr>
<tr>
<td>3</td>
<td>Other</td>
<td>%</td>
</tr>
</tbody>
</table>

TOTAL: 100%

(D-2) PERCENT OF TOTAL FOR COST (Total shall equal 100%)

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>PERCENT OF TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Subscription</td>
<td>%</td>
</tr>
<tr>
<td>2</td>
<td>Free</td>
<td>%</td>
</tr>
<tr>
<td>3</td>
<td>Other</td>
<td>%</td>
</tr>
</tbody>
</table>

TOTAL: 100%

E. ALTERNATE BIDS: Bidders are encouraged to submit alternate bids outlining various distribution schemes or plans and associated cost. (Use separate sheet(s) if needed and reference “E. Alternate Bids”.)

Base Bid (“Official County Newspaper”) consists of Bid Item 1 through Bid Item 4, inclusive, plus Evaluation Item 1.

BID ITEM 1 – BASE BID (See Attachment B)

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>RATE1</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>Price Per Line of First Insertion of Legal Notice</td>
<td>$</td>
</tr>
<tr>
<td>1.2</td>
<td>Price Per Line of Second Insertion of Legal Notice</td>
<td>$</td>
</tr>
<tr>
<td>1.3</td>
<td>Based upon the pricing structure in Items 1 and 2 above, type set each enclosed legal notice (see Attachment B) exactly as it would appear in the newspaper and price it in the following Insertion Tables – Bid Items 2 through 4. Enclose your typed version of the legal notices.</td>
<td></td>
</tr>
</tbody>
</table>

Signature ___________________________ Printed Name ___________________________ Date ________
NAME OF FIRM SUBMITTING BID: __________________________________________________________

**BID ITEM 2 – PRICES FOR FIRST INSERTION**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>NO. OF LINES</th>
<th>PRICE PER LINE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1</td>
<td>Legal Notice A</td>
<td></td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>2.2</td>
<td>Legal Notice B</td>
<td></td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>2.3</td>
<td>Legal Notice C</td>
<td></td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>2.4</td>
<td>Legal Notice D</td>
<td></td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>2.5</td>
<td>Legal Notice E</td>
<td></td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>2.6</td>
<td>Legal Notice F</td>
<td></td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL 2.1 through 2.6 (First Insertion):** $________

**BID ITEM 3 – PRICES FOR SECOND INSERTION**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>NO. OF LINES</th>
<th>PRICE PER LINE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1</td>
<td>Legal Notice A</td>
<td></td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>3.2</td>
<td>Legal Notice B</td>
<td></td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>3.3</td>
<td>Legal Notice C</td>
<td></td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>3.4</td>
<td>Legal Notice D</td>
<td></td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>3.5</td>
<td>Legal Notice E</td>
<td></td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>3.6</td>
<td>Legal Notice F</td>
<td></td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL 3.1 through 3.6 (Second Insertion):** $________

**BID ITEM 4 – PRICES FOR FIRST AND SECOND INSERTIONS COMBINED**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>FIRST INSERTION ITEMS 2.1 – 2.6</th>
<th>SECOND INSERTION ITEMS 3.1 – 3.6</th>
<th>COMBINED TOTALS</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>Legal Notice A</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>4.2</td>
<td>Legal Notice B</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>4.3</td>
<td>Legal Notice C</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>4.4</td>
<td>Legal Notice D</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>4.5</td>
<td>Legal Notice E</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>4.6</td>
<td>Legal Notice F</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

**GRAND TOTAL 2.1 through 2.6 plus 3.1 through 3.6:** $________

**Footnote:** 1 – See applicable Rate Limit on preceding page.

---

Signature________________________________ Printed Name _______________________________ Date ________

Spokane County

January 25, 2017 Invitation to Bid No. P10164 Page 13 of 23
ADDITIVE ALTERNATE BID ITEM 1 – DISPLAY ADVERTISING RATES (Not For Legal Notices)

As part of the bid submittal, for Additive Alternate Bid Item 1 – Display Advertising Rates, the bidder is to submit their most current Rate Sheet in effect at the time of bid submittal. The Rate Sheet included with bid submittal will apply as standard rates for the term of any agreement for the Additive Alternate Bid Item 1, if awarded. The most current Rate Sheet as included in the Bid Response for this Additive Alternate Bid Item 1, less the Volume Discounted Percentage as bid below, shall serve as the County’s Volume Discounted Display Advertising Rates to apply for all Spokane County Departments for the term of the contract for Display Advertising. The term of any Display Advertising shall be separate from, but will run concurrent with, the contract term for the Legal Publication Services Agreement. Upon request by the County, the successful firm awarded a contract for Additive Alternate Bid Item 1 – Display Advertising Rates will furnish to the County a report that summarizes by County agency or department the total volume expenditures of display advertising inclusive of applicable discounts earned.

Insert your firm’s Volume Threshold and Volume Discount Percentage, in the appropriate spaces below. Include as an attachment, your firm’s applicable Display Advertising Rate Sheet.

<table>
<thead>
<tr>
<th>DISCOUNT PERCENT OFF OF STANDARD RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>AA BID ITEM 1.1</td>
</tr>
<tr>
<td>ANNUAL DISPLAY AD VOLUME ≥ $10,000</td>
</tr>
<tr>
<td>AA BID ITEM 1.2</td>
</tr>
<tr>
<td>ANNUAL DISPLAY AD VOLUME ≥ $20,000</td>
</tr>
<tr>
<td>VOLUME DISCOUNT PERCENTAGE</td>
</tr>
<tr>
<td>%</td>
</tr>
</tbody>
</table>

Signature ___________________________________  Printed Name ___________________________________  Date ________
NAME OF FIRM SUBMITTING BID: ___________________________________________________________

EVALUATION ITEM 1 - PROMPT PAYMENT CASH DISCOUNT TERMS: _____ Percent _____ Days.

NOTE: Cash discounts less than 2% OR discount periods less than 20 working days after receipt of a proper invoice will not be considered as evaluation factors in the award of contract. For bid tabulation purposes leaving this item blank will be considered a submission of “none” or no discount offered with payment due within 30 days of receipt of a proper invoice.

SPECIFICATION COMPLIANCE

The bidder certifies below that its bid complies in all respects with the attached specification documents, including the minimum specifications (CHECK YES OR NO BELOW). Bids not meeting the statutory requirements will be rejected as non-responsive.

STATUTORY REQUIREMENTS:

The successful bidder must have been approved as a legal newspaper by order of the Superior Court of Spokane County per RCW 65.16.040.

It will be the bidder’s responsibility to comply with all statutes in the State of Washington covering legal publications, including but not limited to, RCW Chapters 36.72 and 65.16.

For award of an “Official County Newspaper” (i.e., for Base Bid Items) the County will consider as responsive only bids that include a single newspaper, which must be a legal newspaper (as per Chapter 36.72 RCW and Chapter 65.16 RCW).

Please initial in the appropriate space below to indicate if your bid complies in all respects to the statutory requirements and to the Technical Specifications of this Invitation to Bid:

(Initial One)  Yes: _____________ No: ____________

If the bidder has indicated “No” above indicating that their bid does not comply in all respects with the attached bid documents, then the bidder shall list below, in detail, any and all deviations. Failure to list deviations may be considered by the County as “good cause” to reject the bid as non-responsive.

LIST DEVIATIONS:

LIST ADDITIONAL FEATURES: (NON-AWARD INFORMATION)

Signature ___________________________ Printed Name ___________________________ Date _________

Spokane County  January 25, 2017  Invitation to Bid No. P10164  Page 15 of 23
BIDDER ADMINISTRATIVE INFORMATION

PERSON/ENTITY

A. Name as on record with IRS:

B. Name doing business as if different than A:

C. Physical Address:

D. Mailing Address including zip code:

E. Remit To Address including zip code:

F. Telephone number including area code:

G. Fax number including area code:

H. E-mail address for business correspondence:

I. Federal Tax Identification Number:

J. Washington State UBI Number if issued:

The following Point of Contact Information are fields are for use in connection with Additive Alternate Bid Item 1:

K. Account Manager or Account Executive:

L. Phone Numbers: Office: Mobile:

M. Email Address:

Signature ___________________________  Printed Name ___________________________  Date ________

Spokane County
January 25, 2017  Invitation to Bid No. P10164  Page 16 of 23
SALE OF ADDITIONAL QUANTITIES: In submitting this response the undersigned agrees to sell additional items at the bid price, terms and conditions to Spokane County as well as other public agencies with whom Spokane County has entered into Interlocal Purchase Agreements pursuant to RCW 39.34. The sale of additional quantities, under this paragraph, is contingent upon the seller’s review and approval at the time of a requested sale. Any price de-escalation/escalation provisions of this Invitation to Bid shall apply in the case of a sale of additional items. *Seller’s right to refuse to sell additional items at the time of request shall be absolute.*

ANTI-KICKBACK No officer or employee of the County, having the power or duty to perform an official act or action related to this submittal, shall have or acquire any interest in this submittal, or have solicited, accepted or granted a present or future gift, favor, service, or other thing of value from or to any person involved in this submittal.

REPRESENTATION: In submitting this bid we represent that the bid documents have been read in their entirety, are understood and desires to submit, to the Spokane County Board of County Commissioners the following bid that conforms to said bid documents and further that by signature of this Invitation To Bid we acknowledge all requirements and that we have signed all certificates contained herein.

THE UNDERSIGNED offers and agrees to furnish the goods or services on the specified date required at the price(s) entered herein subject to all of the terms and conditions specified in the bid documents.

BENEFICIAL INTEREST IN A CONTRACT: Bidders must provide a list identifying any and all personal relatives, or any relatives of the respondent’s employees or subcontractors, who are presently employed by Spokane County, and who stand to realize, directly or indirectly, any financial gain – regardless of size – if this contract is awarded to the vendor or any subcontractor of the vendor.

I CERTIFY that to the best of my knowledge the information contained in this response is accurate and complete and that I have the legal authority to commit this Firm to a contractual agreement. I realize the final funding for any service is based upon budget levels and the approval of the Spokane County Board of Commissioners.

Name ____________________________________________

person/entity submitting bid (print)

Signature: ____________________________________________

Title: _______________________________________________

Date: _______________________________________________
ATTACHMENT A – SAMPLE AGREEMENT

SPOKANE COUNTY WASHINGTON
AGREEMENT

CONTRACT NUMBER P10164

Title: Publication Services for Legal Notices (“Official County Newspaper”)

Contract Expiration: June 30, 2018
Contract Type: Indefinite Quantity, Unit Price bid

COUNTY:
Spokane County Washington
Terrie Roberts, Buyer 3
Spokane County Purchasing Department
Phone: (509) 477-2303
Fax: (509) 477-6627
troberts@spokanecounty.org

CONTRACTOR:
[?Insert Company Name]
Address
City, State, Zip
Contact:
Phone (??)
Fax (??)
Email

THIS AGREEMENT, made and entered into by and between SPOKANE COUNTY, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 W. Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as the "COUNTY," and __________________________ having offices for the transaction of business at __________________________________________________________ hereinafter referred to as the "CONTRACTOR," jointly, the COUNTY and CONTRACTOR are hereinafter referred to as the "Parties."

WITNESSETH:

WHEREAS, the Board of County Commissioners of Spokane County pursuant to the provisions of the Revised Code of Washington Section 36.32.120(6) has the care of County property and the management of County funds and business; and

WHEREAS, the Board of County Commissioners of Spokane County has the legal obligation to advertise numerous hearings and actions; and

WHEREAS, the Board of County Commissioners of Spokane County pursuant to the above-cited statutory sections and those provisions as set forth in the Revised Code of Washington Section 36.32.235, et seq. did let out for bid to well, truly and correctly publish in agate type all resolutions, notices, taxes and assessments, sales and other proceedings and statements, including tabular material which shall or may be required to be published; type to be solid and

WHEREAS, the Board of County Commissioners of Spokane County on the _____ day of__________, opened said bid and did on the _____ day of ____________, _____ accept the bid of the CONTRACTOR herein as the lowest responsible bidder for Spokane County Bid No. No. P10164.

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, the parties hereto do mutually agree as follows:
ARTICLE 1. THE WORK AND SERVICES
The CONTRACTOR for the consideration specified in the "Contract Documents" as enumerated hereinbelow, shall in strict accordance with ALL of the provisions therein, perform all work and provide all materials called for by the Contract Documents to well, truly and correctly publish in agate type all resolutions, taxes and assessments, sales and other proceedings and statements, including tabular matter which shall or may be required to be published; type to be solid. The COUNTY agrees to pay the CONTRACTOR for said work as specified in the "Contract Documents."

ARTICLE 2. RELATIONSHIP OF THE PARTIES
The parties intend that an independent contractor relationship will be created by this agreement. The COUNTY is interested only in the results to be achieved, and the conduct and control of all services or work will lie solely with the CONTRACTOR. No agent, employee, servant or otherwise of the CONTRACTOR shall be or shall be deemed to be an employee, agent, servant or otherwise of the COUNTY for any purpose, and the employees of the CONTRACTOR are not entitled to any of the benefits that the COUNTY provides for COUNTY employees. The CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this contract. In the performance of the services herein contemplated, the CONTRACTOR is an independent contractor with the authority to control and direct the performance and details of the work, the COUNTY being interested only in the results obtained; however, the work contemplated herein must meet the approval of the COUNTY pursuant to the provisions of the bid under which the services and work were let to the CONTRACTOR.

ARTICLE 3. CONTRACT DOCUMENTS
The Contract Documents consist of this agreement, all conditions of Spokane County Invitation to Bid No. P10164 (general, special and supplementary and other conditions, drawings, specifications and addenda) and other documents listed below issued prior to the execution of this agreement and all modifications and change orders issued subsequent thereto. These form a contract and all are as fully a part of the contract as if attached to this agreement or repeated herein.

An enumeration of the contract documents is set forth below:
1. This Agreement; and
2. The general and special provisions of Spokane County Invitation to Bid No. P10164; and
3. The bid submittal of the contractor herein dated_____________, signed by ____________________.

ARTICLE 4. INDEMNIFICATION
The CONTRACTOR and its agents or employees under this Agreement shall exercise due diligence to truly and correctly publish all materials submitted by the COUNTY. In the event of any error in printing or other inadvertent publication of material submitted, CONTRACTOR's liability shall not exceed the cost of space occupied by errors. The CONTRACTOR shall rectify the error at the earliest possible date by publishing a true and correct copy of the document.

ARTICLE 5. VENUE STIPULATION
This agreement has and shall be construed as having been made and delivered within the State of Washington and the laws of the State of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity or judicial proceeding for the enforcement of this agreement or any provisions hereto shall be instituted only in the courts of competent jurisdiction within Spokane County, Washington.

ARTICLE 6. COMPLIANCE WITH LAWS
The CONTRACTOR in the performance of this agreement agrees to comply with all applicable federal, state and local laws, ordinances and regulations including but not limited to those pertaining to civil rights. The CONTRACTOR may not, without the prior written approval of the COUNTY, assign, sublet or transfer in whole or in part his interest in this agreement.
ARTICLE 7. INTEGRATION
This agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties. All parties have read and understand the above contract and now state that no representations, promises, or agreements not expressed by this agreement have been made to induce the other to execute the same.

ARTICLE 8. CONFLICT BETWEEN DOCUMENTS
In the event of a conflict or discrepancy between the provisions of Spokane County Bid No. P10164, and the provisions of this agreement, the provisions of Spokane County Bid No. P10164 shall be controlling.

ARTICLE 9. WAIVER
No officer, employee, agent or otherwise of the COUNTY has the power, right or authority to waive any of the conditions or provisions to this Agreement. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement or at law shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law. Failure of the COUNTY to enforce at any time any of the provisions of this Agreement or to require at any time performance by CONTRACTOR of any provision hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this Agreement or any part hereof, or the right of the COUNTY to hereafter enforce each and every such provision.

ARTICLE 10. EXECUTION AND APPROVAL
The PARTIES warrant that the officers/individuals executing below have been duly authorized to act for and on behalf of the Party for purposes of confirming this Agreement.

ARTICLE 11. COUNTERPARTS
This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

ARTICLE 12. THIRD PARTY BENEFICIARIES
This Agreement is intended for the benefit of the COUNTY and CONTRACTOR and not for the benefit of any third parties.

ARTICLE 12. SURVIVAL
Without being exclusive, Article 4, Indemnification and Article 5, Venue Stipulation of this Agreement shall survive any termination, expiration or determination of invalidity of this Agreement in whole or in part. Any other Sections of this Agreement which, by their sense and context, are intended to survive shall also survive.

ARTICLE 13. RECOVERY OF FUNDS
Whenever, under the contract, any sum of money shall be recoverable from or payable by the CONTRACTOR to Spokane County the same amount may be deducted from any sum due to the CONTRACTOR under the contract or under any other contract between the CONTRACTOR and Spokane County. The rights of Spokane County are in addition and without prejudice to any other right Spokane County may have to claim the amount of any loss or damage suffered by Spokane County on account of the acts or omissions of the CONTRACTOR.
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year set forth herein below.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE, COUNTY, WASHINGTON

______________________________
AL FRENCH, CHAIR

ATTEST:

______________________________
JOSH KERNS, VICE-CHAIR

BY: _____________________________
Ginna Vasquez
Clerk of The Board

______________________________
SHELLY O’QUINN, COMMISSIONER

______________________________
CONTRACTOR
By: _____________________________

______________________________
(Print name)
Title: ____________________________

NOTARY

STATE OF _______________________ )
) ss.
COUNTY OF _____________________ )

I certify that I know or have satisfactory evidence that the above _____________________________ is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged as the authorized agent for the above-named CONTRACTOR to be the free and voluntary act of the person on behalf of CONTRACTOR for the uses and purposes mentioned in this instrument.

DATED this ___ day of ____________, 2017.

______________________________
Notary Signature

Notary Public In And For The State Of ______________________
residing at _________________________________.

My commission expires ____________________________
ATTACHMENT B – SAMPLE LEGAL NOTICES

Page 1 of 2

SAMPLE - A

NOTICE IS HEREBY GIVEN that Spokane County has established a small works roster ("SWR") pursuant to RCW 39.04.155 and RCW 39.04.190 as an optional way to contract for various public works projects with an estimated cost of less than $300,000.00. The County Purchasing Department posts most of its SWR opportunities on the "public works" tab of the County Purchasing Department’s website at:


RCW 39.04.155 provides that responsible contractors are added to an appropriate roster or rosters at any time the contractor submits a written request and necessary records. Therefore, contractors that are not already registered on the SWR, but who wish to submit a bid for a posted SWR solicitation, may have their bids considered as long as they submit a completed SWR application form before a bid’s submittal due date and time, or by submitting a completed application form along with their bid submittal.

Contractors interested in registering on roster or rosters may register by:

1. Completing the appropriate form online, or by printing, completing, signing the form and then returning it to the County Purchasing Department on, or before, a bid’s submittal due date and time. The application form is available on the Spokane County Purchasing Department website at:

http://ws.spokescounty.civicplus.com/3482/Register

2. Contacting the Spokane County Purchasing Department to obtain Vendor List Registration Form and then returning the completed form to:

Spokane County Purchasing Department
Second Floor - Spokane Regional Health District Building
1101 W. College Avenue, Suite 241B
Spokane, WA 99201-2010

Phone No. (509) 477-2301;
Fax No. (509) 477-6627.

BY ORDER OF THE BOARD this 21st day of December, 2016.

Ginna Vasquez, Clerk of the Board
SR31951

SAMPLE - B

NOTICE OF VENDORS LISTS AND SOLICITATION OF NAMES FOR SAID VENDORS LISTS

NOTICE IS HEREBY GIVEN, pursuant to RCW 39.04.190 of the existence of Vendor Lists held by the Spokane County Purchasing Department and the County does hereby solicit the names of vendors for said Vendor List(s).

The Vendor Lists are supplemental resource files to identify potential bidders/vendors/suppliers for the purchase of goods and services procured by and through the Spokane County Purchasing Department.

Vendors and contractors interested in registering on Vendor List(s) may provide their information by:

1. Accessing the Spokane County Purchasing Department website listed below and either completing the appropriate form online, or printing, completing, signing the appropriate form and then returning it to the County Purchasing Department.

URL: http://ws.spokescounty.civicplus.com/3482/Register

2. Contacting the Spokane County Purchasing Department to obtain Vendor List Registration Form and then returning the completed form to:

Spokane County Purchasing Department
Second Floor - Spokane Regional Health District Building
1101 W. College Avenue, Suite 241B
Spokane, WA 99201-2010

Phone No. (509) 477-2301;
Fax No. (509) 477-6627.

BY ORDER OF THE BOARD this 21st day of December, 2016.

Ginna Vasquez, Clerk of the Board
SR31950

SAMPLE - C

CALL FOR BIDS

SEALIED BIDS will be received by Spokane County, Washington, until 11:00 a.m. Wednesday, January 25, 2017 at which time they will be opened in Conference Room 3B, Spokane County Public Works Building, 1026 W. Broadway Avenue, Spokane, WA 99260, and publicly read aloud for furnishing the following:

BID NO. P10156

THIS INVITATION to bid is for New, Unused 2016 or newer BMW R 1200 RT-F Motorcycle for the Spokane County Sheriff’s Department.

THE BOARD hereby notifies all bidders that no person or organization shall be discriminated against on the basis of race, religion, color, age, sex, sexual orientation or national origin in consideration for an award issued pursuant to this advertisement. Additionally, minority business enterprises are encouraged to submit bids in response to this invitation.

THE BOARD reserves the right to reject any or all bids, portion or parts thereof, and to waive all minor irregularities in bidding. A copy of the bid is on file with the Clerk of the Board in the County Commissioners’ Office.

COPIES of the Invitation to Bid (ITB) document are only available electronically and can be downloaded from the Spokane County Purchasing Department website on or after January 11, 2017. The ITB will be located in the website under the subheading “Competitive Solicitation Project!”. The website URL is:

http://www.spokescounty.org/39-Solicitation-Opportunities-Awards-and-Co

SUBMITALS should follow the format outlined in the request for bid document.

QUESTIONS should be directed to Gary Miles, Buyer 3;
Phone: (509) 477-3693; Email: cmiles@spokescounty.org, or (509) 477-2301.

APPROVED BY THE BOARD this 10th day of January, 2017.

Ginna Vasquez, Clerk of the Board
SR31980
ATTACHMENT B – SAMPLE LEGAL NOTICES

SAMPLE - D.

CALL FOR BIDS

SEALED BIDS will be received by Spokane County, Washington, until 11:00 a.m. Wednesday, January 25, 2017, at which time they will be opened in Conference Room 2B, Spokane County Public Works Building, 1026 W Broadway Avenue, Spokane, WA 99260, and publicly read aloud for furnishing the following:

BID NO. P10155

THIS INVITATION to bid is for 2013 or Newer 4x4 Pickup and 2013 or Newer SUV or Mini Van for the Spokane County Sheriff’s Department.

THE BOARD hereby notifies all bidders that no person or organization shall be discriminated against on the basis of race, religion, color, age, sex, sexual orientation or national origin in consideration for an award issued pursuant to this advertisement. Additionally, minority business enterprises are encouraged to submit bids in response to this invitation.

THE BOARD reserves the right to reject any or all bids, portion or portions thereof, and to waive all minor irregularities in bidding. A copy of the bid is on file with the Clerk of the Board in the County Commissioners’ Office.

COPIES of the Invitation to Bid (ITB) document are only available electronically and can be downloaded from the Spokane County Purchasing Department website on or after January 11, 2017. The ITB will be located on the website under the subheading “Competitive Solicitation Project.” The website URL is:

http://www.spokanecounty.org/3365/Solicitation-Opportunities-Awards-and-Co

SUBMITTALS should follow the format outlined in the request for bid document.

QUESTIONS should be directed to Gary Miles, Buyer 3, (509) 477-3053 Email: cmiles@spokanecounty.org.

APPROVED BY THE BOARD this 10th day of January, 2017.

Sinna Vasquez, Clerk of the Board SR31979

SAMPLE - E.

CALL FOR BIDS

SEALED BIDS will be received by Spokane County, Washington, until 11:00 a.m. Wednesday, February 1, 2017, at which time they will be opened in Conference Room 2B, Spokane County Public Works Building, 1026 W Broadway Avenue, Spokane, WA 99260, and publicly read aloud for furnishing the following:

BID NO. P10158

THIS INVITATION to bid is for Quarterly Staple Foods for Spokane County Detention Services.

THE BOARD hereby notifies all bidders that no person or organization shall be discriminated against on the basis of race, religion, color, age, sex, sexual orientation or national origin in consideration for an award issued pursuant to this advertisement. Additionally, minority business enterprises are encouraged to submit bids in response to this invitation.

THE BOARD reserves the right to reject any or all bids, portion or portions thereof, and to waive all minor irregularities in bidding. A copy of the bid is on file with the Clerk of the Board in the County Commissioners’ Office.

COPIES of the Invitation to Bid (ITB) document are only available electronically and can be downloaded from the Spokane County Purchasing Department website on or after January 11, 2017. The ITB will be located on the website under the subheading “Competitive Solicitation Project.” The website URL is:

http://www.spokanecounty.org/3365/Solicitation-Opportunities-Awards-and-Co

SUBMITTALS should follow the format outlined in the request for bid document.

QUESTIONS should be directed to Terre Roberts A.P.P. C.F.M., CPPB, Buyer 3, Phone: (509) 477-2303 Email: trobbers@spokanecounty.org, or (509) 477-2301.

APPROVED BY THE BOARD this 17th day of January, 2017.

Ginna Vasquez, Clerk of the Board SR32010

SAMPLE - F.

CALL FOR BIDS

SEALED BIDS will be received by Spokane County, Washington, until 11:00 a.m. Wednesday, February 15, 2017, at which time they will be opened in Conference Room 2B, Spokane County Public Works Building, 1026 W Broadway Avenue, Spokane, WA 99260, and publicly read aloud for furnishing the following:

BID NO. P10187

THIS INVITATION to bid is for Pickups for Sheriff (2-F150 Crew Cab Pickups & 2-F250 Crew Cab Pickups) for the Spokane County Sheriff’s Department.

THE BOARD hereby notifies all bidders that no person or organization shall be discriminated against on the basis of race, religion, color, age, sex, sexual orientation or national origin in consideration for an award issued pursuant to this advertisement. Additionally, minority business enterprises are encouraged to submit bids in response to this invitation.

THE BOARD reserves the right to reject any or all bids, portion or portions thereof, and to waive all minor irregularities in bidding. A copy of the bid is on file with the Clerk of the Board in the County Commissioners’ Office.

COPIES of the Invitation to Bid (ITB) document are only available electronically and can be downloaded from the Spokane County Purchasing Department website on or after January 25, 2017. The ITB will be located on the website under the subheading “Competitive Solicitation Project.” The website URL is:

http://www.spokanecounty.org/3365/Solicitation-Opportunities-Awards-and-Co

SUBMITTALS should follow the format outlined in the request for bid document.

QUESTIONS should be directed to Gary Miles, Buyer 3, Phone: (509) 477-3693 Email: cmiles@spokanecounty.org, or (509) 477-2301.

APPROVED BY THE BOARD this 24th day of January, 2017.

Ginna Vasquez, Clerk of the Board SR32041