



# PROCUREMENT

## Request for Quotation #2023-158

Procurement Professional Point of Contact:

Jenny Chang, CPPB

Buyer

(425) 257-8904

[bids@everettwa.gov](mailto:bids@everettwa.gov)

### Outdoor Benches

<b>TIMELINE</b> - The following represents the schedule for this solicitation.	
<b>Event</b>	<b>Date</b>
Issue Date .....	November 3, 2023
Deadline for Final Questions.....	November 7, 2023
Quote Due Date .....	November 17, 2023, 2:00 p.m. Pacific Time
Anticipated Award .....	November 2023
<p><b>E-mailed, faxed, or delivered quotations are acceptable.</b></p> <p><b>Submit Quotations to:</b></p> <p><b>E-mail: <a href="mailto:bids@everettwa.gov">bids@everettwa.gov</a> OR Fax: (425) 257-8864 OR</b></p> <p><b>If delivery to Procurement, 2930 Wetmore Ave, Suite 9E, Everett, WA 98201, <a href="#">call</a> to access the locked elevator.</b></p>	
<p><b>Information &amp; Addenda:</b> All Information including Addenda regarding this solicitation can be found at:  <a href="https://www.everettwa.gov/2713/Bid-opportunities">https://www.everettwa.gov/2713/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 quotation.</p>	
<p><b>Questions:</b> All questions must be requested electronically utilizing the above link or e-mailed to the procurement professional listed above.</p> <p>Unauthorized contact regarding this Request for Quotation with City of Everett employees or contractors 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 QUOTATION SUBMITTAL**

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

It is the supplier's responsibility to make sure that quotations are received by the deadline, whether faxing, e-mailing, or delivering. Quotations received after the deadline will not be considered.

Only firm quotes will be accepted, and the City reserves the right to reject any or all quotations or waive any irregularities and informalities in the quotes submitted and accepted by the City. No Supplier may withdraw its quote after the hour set for the opening unless the award is delayed past the offer period listed below. The City further reserves the right to make awards to the lowest and most responsive supplier as deemed in the best interests of the City.

**No exceptions to the City's terms, conditions, and specifications will be accepted. Any attempt to modify the City's terms, conditions, and specifications may result in a non-responsive quote.**

### **1.2 OFFER PERIOD**

All quotations submitted will remain open for sixty (60) days from the Quotation Due Date. The City of Everett reserves the right to extend this period.

### **1.3 REQUEST FOR DUE DATE EXTENSION**

Suppliers may request an extension of the Quotation Due Date. Supplier must provide 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.

### **1.4 WITHDRAWAL OF QUOTES**

Suppliers may withdraw a quotation 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 Request for Quotation cover sheet.

### **1.5 PROCEDURE WHEN ONLY ONE QUOTE IS RECEIVED**

If the City of Everett receives a single responsive, responsible quote, the City will have the right to conduct a price or cost analysis on such quote. The supplier must 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 will not be obligated to accept the single quote; the City reserves the right to reject such quote or any portion thereof.

### **1.6 MULTIPLE QUOTES**

Suppliers interested in submitting more than one quote may do so, so long as each quote stands alone and independently complies with the instructions, conditions and specifications of this Request for Quotation.

### **1.7 EVALUATION AND AWARD**

The City of Everett will award the Quotation to the responsive and responsible supplier(s) whose offer best meets the needs of the City or reject any and all quotes.

- a. Responsive Bidder – A business entity or individual who has submitted a quotation that fully conforms in all material respects to the Request for Quotation 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.

## **1.8 METHOD OF AWARD**

After bids are received, the City will determine the method of award based on the best interest of the City. The City will choose between two methods:

“All or Nothing”: The City awards all bid items to a single bidder, with the award made to the responsive and responsible bidder with lowest price on the sum of all the bid items. If a bidder on its bid leaves a bid item blank or inserts “no-bid” or equivalent language, then the City may (1) declare the bid non-responsive and not eligible for an “All or Nothing” award or (2) solely for the purpose of comparing the bid to other bids, deem the unit price for that bid item to be equal to the highest unit price for that item found in the other bids.

“Item by Item”: The City awards on an item-by-item basis to one or more bidders, with the award for each item made to the responsive and responsible bidder with the lowest price on that item. The City may award some or all of the bid items, and may elect to not award some bid items. If a bidder on its bid leaves a bid item blank or inserts “no-bid” or equivalent language, then the City will not consider that bidder for award on that bid item.

## **1.9 BIDDING ERRORS**

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

The City of Everett reserves the right to make corrections or amendments due to errors identified in quotes 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 quotes.

After receiving quotations, the City of Everett will review and check each quote 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 prevail. The total of extensions, corrected where necessary, will be used by the City of Everett.

When, after the opening of the quotations 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 quote.

## **1.10 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>

### **1.11 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 at (425) 257-8610.

### **1.12 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: <https://everett.municipal.codes/>

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

### **1.13 NON-ENDORSEMENT**

As a result of the selection of a supplier to provide the commodities 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.

### **1.14 NO CONFIDENTIALITY**

By submitting a quote, the bidding supplier understands and agrees that the bid and all the materials submitted in connection with the bid will not be treated as confidential or proprietary by the city. The city will disclose the quote and all such materials to anyone at any time and without notice to the bidding supplier.

### **1.15 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.

### **1.16 NO OBLIGATION TO BUY**

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

### **1.17 COST OF PREPARING PROPOSALS**

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 Request for Quotation.

### **1.18 CONTRACT TERMINATION**

In determining any contract award, the City of Everett reserves the right to consider past performance by supplier in City of Everett contracts. If the City of Everett has previously terminated a contract with a supplier for supplier's default or other non-performance, the City of Everett reserves the right to reject bids or quotes received from that supplier.

### **1.19 RECYCLE**

The City of Everett is committed to the environment and encourages suppliers to recycle material to the extent practicable.

## 1.20 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 City of Everett is seeking a supplier to provide six (6) outdoor benches for the Lowell Riverfront Park.

### **2.2 BENCH SPECIFICATIONS**

Quantity: Six (6) outdoor benches.

- 72" long.
- Minimum weight of 300 lbs.
- H-configuration.
- Vertical steel strap back and seat.
- Cast iron arm and surface mount.
- Powder coat color of dark or forest green.

### **2.3 WARRANTY**

The supplier must provide the standard warranty for the quoted equipment. Warranty information will be for the products proposed in this Request for Quotation. The provided warranty information must clearly state the warranty coverage and the date the warranty would commence.

A standard warranty must be included in the price of the quoted equipment.

### **2.4 RESPONSIVENESS DETERMINATION**

The City of Everett shall be the sole judge about whether an item submitted is acceptable and responsive. The responsibility of demonstrating to the City of Everett's satisfaction that a product meets the specification shall be on the supplier proposing the product.

Specifications provided shall be construed solely for the purpose of indicating the standards of quality, performance, or use desired. It will be the responsibility of the bidder to provide all technical information as to the conforming to the specifications.

### **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 parts. 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.

### **2.6 PRICING AND DELIVERY**

Prices shall include delivery and be F.O.B. Destination:

Parks & Facilities  
802 E Mukilteo Boulevard  
Everett, WA 98203

- The supplier assumes responsibility for the delivery of all equipment quoted.
- Suppliers must certify that the quoted equipment can be delivered within the stated number of days on their quote.
- For evaluation purposes, prices must include sales or use tax per: <https://dor.wa.gov/find-taxes-rates/use-tax>

## **2.7 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 your quote. 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.

## **2.8 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 – QUOTATION SUBMITTAL REQUIREMENTS**

### **3.1 SUBMITTAL REQUIREMENTS**

Suppliers must provide a quotation which must demonstrate an understanding of the bid requirements as stated throughout this Request for Quotation.

The forms listed below must be returned by the quote due date and time to the designated location referenced the cover sheet.

Submittals must include:

- 1. Form 3.01 – Supplier Commitment and Information**
- 2. Form 3.02 – Price Sheet**
- 3. Form 3.03 – Certificate of Non-Debarment/Suspension**
- 4. Form 3.04 – Outdoor Bench Information**

# **FORM 3.01 SUPPLIER COMMITMENT AND INFORMATION**

## **REQUEST FOR QUOTATION #2023-158 OUTDOOR BENCHES**

Company Name:		
Company Address:		
City:	State:	ZIP:
Tax ID #:	UBI #:	
Legal status of supplier organization, i.e., corporation, partnership, sole proprietorship.		
Diversity Certification (if applicable): <input type="checkbox"/> Disadvantaged Business Enterprise (DBE) <input type="checkbox"/> Minority Business Enterprise (MBE) <input type="checkbox"/> Women Business Enterprise (WBE) <input type="checkbox"/> Minority Women Business Enterprise (MWBE) Certification number:		
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 Quotation and that the information herein is valid for 60 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 quotation upon the City's request.
- That I have had an opportunity to ask questions regarding this Quotation and that those questions have been answered.
- That this Quotation response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for this Quotation and is in all respects fair and without collusion or fraud.

This form may be signed by ink signature, copy of ink signature, copy of signature, e-signature or any other form of signature. By submitting this bid, the bidder agrees that its signature will have the same legal effect as an original ink signature.

Authorizing Official Name:	Authorizing Official Title:
Authorizing Official Email:	Authorizing Official Phone:
Authorizing Official Signature and <b>Date</b> :	

## FORM 3.02 PRICE SHEET

### REQUEST FOR QUOTATION #2023-158 OUTDOOR BENCHES

Supplier Name:

Quotes for benches other than those specified will not be considered unless authorized by the solicitation. Prices must be rounded to the nearest two (2) decimal places.

If there is a conflict between the unit price and the extended price, the unit price shall govern.

Award will be made to the responsive and responsible Supplier with the lowest total cost including any fees associated with accepting the City's Visa card.

#	Description per Section 2 Specifications	Unit Price	Quantity	Extended Price
1	Outdoor Benches	\$	6	\$
<b>Shipping &amp; Handling:</b>				\$
<b>Subtotal:</b>				\$
<b>9.9% Sales Tax:</b>				\$
<b>Total:</b>				\$
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 _____%				
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"/>				
State the number of calendar days to have equipment delivered after receipt of order:				

**FORM 3.03 CERTIFICATE OF NON-DEBARMENT/SUSPENSION**

**REQUEST FOR QUOTATION #2023-158 OUTDOOR BENCHES**

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER

INELIGIBILITY AND VOLUNTARY EXCLUSION

LOWER TIER COVERED TRANSACTIONS

**THIS FORM MUST BE COMPLETED BY THE PRIME SUPPLIER AND ANY SUB-TIER SUPPLIERS THAT WILL BE AFFILIATED WITH THE WORK IN THIS QUOTE. RETURN ALL COMPLETED FORMS WITH ORIGINAL QUOTATION PACKAGE.**

The Lower Tier Participant (Applicant for a third-party subcontract or subgrant under a federal funded project),

\_\_\_\_\_ hereinafter referred to as *Supplier*, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

Where the Supplier is unable to certify to any of the statements in this certification, such Supplier must attach an explanation to this submittal.

**The Supplier, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801 et seq. are applicable thereto.**

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Title of Authorized Official

\_\_\_\_\_  
Date

## FORM 3.04 OUTDOOR BENCH INFORMATION

### REQUEST FOR QUOTATION #2023-158 OUTDOOR BENCHES

Supplier Name:

The features and characteristics defined in the specifications contain the overall general characteristics of the requested outdoor bench.

It is suggested that interested suppliers provide marketing brochures as a supplement to the information requested below.

Feature or Characteristic	Supplier Response
How long is the outdoor bench?	_____ inches
How much does the outdoor bench weigh?	_____ lbs.
What configuration is the bench?	
Does it have a vertical steel strap back and seat?	
What is the material the outdoor bench made of?	
What color is the bench?	

## **SECTION 4 – ACRONYMS & DEFINITIONS**

**Bidder:** see “Supplier”.

**CFR:** Code of Federal Regulations.

**City:** refers to the City of Everett (“COE”), located in Washington State.

**Contractor:** see “Supplier”.

**Cost Analysis:** comparison of offered price to the offeror’s own costs and evaluation of the difference (profit).

**Equipment:** an assembly of machines and components in a logical manner that works systematically to provide an intended, conditioned environment for the facility.

**Lower Tier Participant:** see “Supplier”.

**Must:** see “Shall”.

**Offeror:** see “Supplier”.

**Price Analysis:** comparison of proposed price to comparable pricing data.

**Prime Contractor:** see “Supplier”.

**Procurement Professional:** the individual in Procurement assigned by the City of Everett who is responsible for resolving contractual issues and supporting the Project Manager during Contract performance. This includes the issuance of a written document to amend, modify, or deviate from the Contract terms, conditions, requirements, specifications, details, or delivery schedule.

**Project Manager:** the individual assigned by the requesting department that is responsible for managing, inspecting, and monitoring all Contractor work performed to ensure compliance with the contract requirements. The Project Manager is the Contractor’s primary point of contact and acts as the agency’s representative in charge of work at the site.

**Proposer:** see “Supplier”.

**RCW:** Revised Code of Washington.

**Recipient:** see “City”.

**Shall or Must:** the terms “shall” or “must” are used whenever a specification expresses a requirement by either the City or the Supplier.

**Subcontractor:** the individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with the Supplier to perform any portion of the work covered by this contract.

**Submittals:** information that is submitted to the City of Everett by the Supplier.

**Supplier:** the individual, association, partnership, firm, company, corporation, or a combination thereof, including joint ventures, submitting a response to perform the work.

**UCC:** Uniform Commercial Code.

**WAC:** Washington Administrative Code.

**CITY OF EVERETT**  
**STANDARD TERMS AND CONDITIONS**

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

1. **ACCEPTANCE OF TERMS AND CONDITIONS.** Supplier shall provide the goods and/or services described in this PO in accordance with these terms and conditions unless otherwise noted on the face of the PO. Acceptance of this PO by either Supplier's written acknowledgment or commencement of performance shall create a binding contract and shall be conclusive evidence of Supplier's full acceptance of this PO and these terms and conditions. If this PO arises from an Invitation to Quote, Request for Proposals, or any other solicitation, then all provisions of such solicitation (including without limitation all specifications) are incorporated into these Terms and Conditions. If this PO arises from a cooperative contract, then all applicable provisions of the cooperative contract are incorporated into these Terms and Conditions. However, if there is a conflict between the provisions of these Terms and Conditions and the solicitation or cooperative contract, then the provision that is most stringent on Supplier and/or that grants the City greater rights shall control. If contract provisions are required by applicable federal, state, or local laws or regulations, then these Terms and Conditions are deemed to include such provisions. This PO expressly limits acceptance to the terms and conditions stated herein. All additional or different terms proposed by Supplier are objected to and hereby rejected unless otherwise provided in writing by the City's Procurement Manager or designee.
2. **AMENDMENT/CHANGES:** No change to this PO (including without limitation change to any term, condition, delivery, price, quality, quantity, or specification) will be effective without the written consent of the City's Procurement Manager or designee.
3. **TERMS AND CONDITIONS RELATED TO GOODS:**
  - a. **Handling:** No charges will be allowed for handling, which includes, but is not limited to, packing, wrapping, bags, containers, or reels unless otherwise stated herein. Material Safety Data Sheets must be included with shipments of any material requiring such documentation.
  - b. **Delivery Date:** For any change to the delivery date specified on this PO, Supplier shall give prior notification and obtain written approval thereto from the City's Procurement Manager or designee. With respect to delivery under this PO, time is of the essence, and this PO is subject to termination by the City for failure to deliver when specified. The acceptance by the City of late delivery with or without objection shall not waive the City's right to claim damages for such breach or constitute a waiver of timely performance of any Supplier obligation.
  - c. **Shipping Instructions:** Unless otherwise specified on this PO, all goods must be shipped prepaid, FOB Destination. Where shipping addresses indicate room numbers and/or inside delivery, the Supplier must make delivery to that location at no additional charge. Where specific authorization is granted to ship goods to FOB shipping point, Supplier must prepay all shipping charges and route as instructed or, if instructions are not provided, route by cheapest common carrier and provide the charge for such delivery as a separate item on Supplier's invoice. Each invoice for shipping charges shall contain the original or a copy of the bill indicating that the payment for shipping has been made. The City reserves the right to refuse COD shipments.
  - d. **Risk of Loss:** Regardless of FOB point, Supplier agrees to bear all risks of loss, injury, spoilation, 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.
  - e. **Free and Clear:** Supplier warrants that all goods delivered herein are free and clear of all liens, claims, or encumbrances of any kind.
  - f. **Identification:** All invoices, packing lists, packages, shipping notices, and other written documents relating to this PO shall contain the PO number. Packing lists shall be enclosed in each and every box or package shipped pursuant to this PO, indicating the contents therein.
  - g. **Rejection:** All goods purchased herein are subject to approval by the City. Any rejection of goods or materials resulting because of nonconformity to the terms and specifications of this PO, whether held by the City or returned to Supplier, will be at Supplier's risk and expense.
  - h. **Warranties:** Supplier warrants that goods are new, current, and fully warranted by the manufacturer. Delivered goods will comply with the PO and be free from defects in labor, material, and manufacture. All UCC implied and express warranties are incorporated in this PO. Supplier shall transfer all warranties to the City. Supplier warrants that goods supplied under this PO conform to the description and applicable specifications, shall be of good merchantable quality, and are fit for the purpose for which such goods are ordinarily employed, except that if a particular purpose is stated, the goods must then be fit for that particular purpose. This is in addition to any express warranties, standard warranty, and/or service guarantees given by Supplier. Supplier warrants that goods furnished on this PO do not infringe any patent, registered trademark, or copyright.
  - i. **Price:** If price is not stated on this PO, it is agreed that the goods shall be billed at the price last quoted or paid, or prevailing market price, whichever is lower.
4. **TERMS AND CONDITIONS RELATED TO SERVICES:**
  - a. **General:** Supplier shall perform the services described in this PO in a competent and professional manner. Without a written directive of an authorized representative of the City, Supplier shall not perform any services that are in addition to, or beyond the

scope of, such services. If Supplier's proposal is attached to the PO, and if such proposal contains or incorporates any conditions or terms in addition to or different from the terms of this PO, then Supplier expressly agrees that such conditions or terms are neither incorporated nor included into this PO unless otherwise determined by the City's Procurement Manager or designee. Reports, drawings, plans, specifications, and any other intangible property created in furtherance of the services are property of the City for all purposes, whether the project for which they are made is executed or not, and may be used by the City for any purpose.

- b. **Public Work:** If this PO is for construction or maintenance services or is otherwise for a public work, then (i) Supplier shall furnish all labor, tools, materials, equipment, and supplies required and shall, in a workmanlike manner, perform the work; (ii) Supplier shall comply with RCW 39.12 (Prevailing Wages), including without limitation Supplier submission of copies of "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" to the City Clerk and Department of Labor and Industries; and (iii) Supplier agrees that the Supplier shall actively solicit the employment of minority group members. Supplier further agrees that the contractor shall actively solicit bids for the subcontracting of goods or services from qualified minority businesses. Supplier shall furnish evidence of the contractor's compliance with these requirements of minority employment and solicitation. Supplier further agrees to consider the grant of subcontracts to such minority bidders on the basis of substantially equal proposals in the light most favorable to such minority businesses. The Supplier shall be required to submit evidence of compliance with this section as part of the bid.
  - c. **Insurance:** Supplier shall procure and maintain insurance as required under insurance requirements at: <https://www.everettwa.gov/319/Procurement>.
5. **PAYMENT TERMS/TAXES/CASH DISCOUNT:** Unless otherwise stated on this PO, the terms of payment shall be net 30 days from receipt of a proper invoice. PO numbers must be noted on all invoices. Invoices will not be processed for payment until invoiced goods or services are received. Payments by the City are not assignable without the prior written consent of the City's Procurement Manager or designee. Unless otherwise provided in this PO, the City agrees to pay all State of Washington sales or use tax. No charge by Supplier shall be made for federal excise taxes, and the City agrees to furnish Supplier, upon acceptance of goods or services supplied under this order, with an exemption certificate. In the event that the City is entitled to a cash discount, the period of computation will commence on the date of delivery or receipt of a correctly completed invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval for payment is authorized. If a discount applies, but the invoice does not reflect the existence of a cash discount, the City is entitled to a cash discount with the period commencing on the date it is determined by the City that a cash discount applies.
  6. **COMPLIANCE WITH APPLICABLE LAWS/DISCRIMINATION:** Supplier shall comply with all applicable federal, state, local laws and regulations. Supplier shall possess and maintain all necessary licenses, permits, certificates, and credentials. If applicable, Supplier shall have a valid and current City of Everett business license. Supplier agrees not to discriminate against any employee or any other person in the performance of this PO because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstances as may be defined by federal, state, or local law or ordinance.
  7. **INDEMNIFICATION:** Supplier shall defend, indemnify, and hold the City, its officers, employees, and agents harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, resulting from the acts or omissions of Supplier, its contractors, agents or employees arising out of or in connection with the performance of this PO, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this PO is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Supplier and the City, the Supplier's liability hereunder shall be only to the extent of Supplier's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Supplier's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this PO.
  8. **TERMINATION:** The City may terminate this PO at any time with written notice to Supplier. Upon receipt of the written notice, Supplier shall stop performance, and City shall pay Supplier for goods and services delivered and accepted. If Supplier breaches any PO obligation or is declared insolvent, the City may terminate this PO for cause with written notice to Supplier, and Supplier shall be liable for all damages, including incidental and consequential damages, resulting from such breach.
  9. **COOPERATIVE PURCHASING:** Agencies that have an Intergovernmental Cooperative Purchasing Agreement with the City may purchase from City contracts, including this PO, if so stated in the solicitation. The City is not responsible for any purchase order issued by another agency.
  10. **OTHER:** The laws of the State of Washington govern this PO. Exclusive venue for any dispute relating to this PO shall be in Snohomish County Superior Court. Unless otherwise provided in this PO, this PO and all records associated with the PO are subject to public disclosure by the City without notice to Supplier. If a court of competent jurisdiction declares any provision of the PO to be invalid, the other provisions and the rights and obligations of the parties remain in effect. Any failure by the City to enforce strict performance of any provision of this PO will not constitute a waiver of the City's right to enforce such provision or any other provision of the PO. Supplier shall not assign, transfer, or encumber any rights, duties, or interests under this PO without the written consent of the City's Procurement Manager or designee.