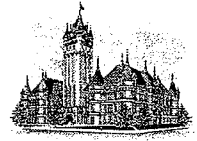


COUNTY OF SPOKANE

WASHINGTON

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



INVITATION TO BID BID NUMBER P8861

NOTICE OF BID SECTION

BID ISSUE DATE: June 4, 2014

DEPARTMENT: Central Shop Division, Engineering and Roads

TO FURNISH THE FOLLOWING: Grader Blades and Snowplow Blades

BID DUE DATE & TIME: Sealed Bids will be received, by Spokane County, until 11:00 A.M. on Wednesday, June 18, 2014

MAIL OR DELIVER BIDS TO: Spokane County Purchasing, 2nd Floor, Spokane Regional Health Building, 1101 W. College Ave, Suite 241B, Spokane, WA 99201-2010

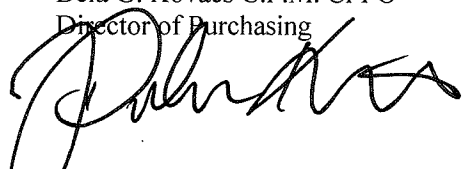
EARLY DELIVERY OF BIDS will be received by the Purchasing Department at the address above until 10:45 A.M. of the appointed day. Thereafter, at 11:00 A.M. a public bid opening will be held in Room 2B, Spokane County Public Works Building, 2nd Floor, 1026 W. Broadway Avenue, Spokane, WA 99260.

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.

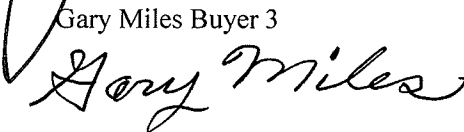
EACH PROPOSAL SHALL BE SEALED in an opaque envelope which has been clearly marked in the upper left corner with the words "Bid Proposal By" followed by the name and address of the bidder. In the lower left corner of the envelope the bidder shall write out the bid number, bid opening date, and name of the bid. Bids should be submitted on the special proposal form 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: Gary Miles, Buyer 3, (509) 477-3693.

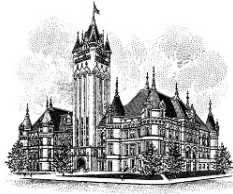
Béla G. Kovács C.P.M. CPPO
Director of Purchasing



Gary Miles Buyer 3



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



WASHINGTON

Quote/Bid Number:

**P8861
 Grader Blades and
 Snowplow Blades**

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):

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

I / We wish to quote / bid on similar goods / services in future <input type="checkbox"/> Yes <input type="checkbox"/> No	Authorized Company Official – Signature and Title	Date
Do not write in this space	Firm Name	
	Address	
	City	
	State	Zip Code
	Telephone Number	

GENERAL CONDITIONS

1. 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

2. **CONTRACT:** A Purchase Order, when properly signed and bearing a Purchase Order Number, will be the only form that will be recognized, by the County, as an award. The executed purchase order supersedes all previous communications and negotiations, except as referenced therein, and constitutes the entire Agreement between the County and successful bidder (Parties), except as provided herein.

The Vendor will not make any changes, alterations, or variations in the terms of the Purchase Order without the written consent of the County.

No terms stated by the bidder in accepting or acknowledging this order shall be binding upon the County unless accepted in writing by the County.

All of the terms, conditions and provisions of this Contract, and any amendments thereto, shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns. The Vendor shall not assign this Contract without the written consent of the City which will not be unreasonably withheld.

No waiver by the County of a breach of any provision of the terms and conditions outlined in the ITB shall constitute a waiver of any other breach of such provision or of any other provisions.

3. **CONTRACT AWARD:** Any contract awarded pursuant to this ITB shall be awarded to the 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 person 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.

4. 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.

TIME IS OF THE ESSENCE: The successful bidder will be required to complete work within the delivery time stipulated in the bid response section of the ITB. Failure to deliver within the specified

delivery time can result in charges to the Vendor to offset losses incurred as a result of the County's failure to meet any requirements mandated by the funding source for the procurement. Such losses shall be deducted from the vendor's billing(s) or may result in cancellation of the contract at no charge to the County, whichever the County deems to be in its best interest.

5. **ERRORS:** In case of error in calculating or typing, the quoted unit price will be used as basis for correction of this order.
6. **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.

7. **FREIGHT:** Unless otherwise specified, prices are F.O.B. destination, freight prepaid and included.
8. **INSPECTIONS:** Goods furnished under this contract are subject to inspection and test by Spokane County at times and places determined by Spokane County. If Spokane County finds goods furnished to be incomplete or not otherwise in compliance with proposal specifications, Spokane County may reject the goods and require Seller to either correct them without charge or deliver them at a reduced price, which is equitable under the circumstances. If the Seller is unable or refuses to correct such goods within a time deemed reasonable by Spokane County, Spokane County may cancel the order in whole or in part. Nothing in this paragraph shall adversely affect Spokane County's rights including the rights and remedies under the Uniform Commercial Code.
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. **EVALUATION:** The County will evaluate performance of any newly installed equipment. If the equipment's performance is unacceptable the Bidder agrees to provide new replacement equipment or make necessary corrections or modifications at no additional cost to the County. The acceptability of the proposed corrections or modifications and the decision to allow corrections or modifications to be made lies solely with the County.
11. **TRAINING:** Bidder shall provide training to designated County personnel at a County location to be announced within thirty (30) days of installation of equipment or sooner as arranged by the County. Training to include, but not limited to, standard functional use of the equipment as well as training to designated County personnel to enable them to instruct others (train the trainers).
12. **BID PRICE INCLUSIVE:** The bid price(s) will include all charges for boxing, packing, or crating. The County will not allow charges for handling, boxing, packing, or crating unless by written agreement.
13. **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.

14. **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.
15. **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.
16. **WARRANTIES:** The Bidder warrants that all goods bid under this Invitation To Bid are subject to all warranties arising by operation of law and additionally conform to the specifications imposed by the County; all parts and materials are of a good marketable quality, of latest model and current date, exclude surplus remanufactured and used products unless so specified by the County and are fit for the known purpose for which they are sold. Said warranty being in addition to any standard warranty or service guarantee given by Bidder to the County.
17. **PATENTS, TRADEMARKS AND COPYRIGHT:** The Bidder warrants that the equipment and/or materials furnished on this order do not infringe any patent, registered trademark or copyright, and agrees to hold Spokane County harmless in the event of any infringement or claim thereof.
18. **LIENS AND ENCUMBRANCES:** Bidder warrants that the merchandise is free and clear of all liens and encumbrances and that Bidder has a good and marketable title to same.
19. **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.
20. **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 parties, 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.

21. **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.

22. **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.
23. **MSDS:** Material Safety Data Sheet to be included with shipment of any material requiring this documentation per OSHA regulations.
24. **ESTIMATED QUANTITIES:** When quantities are estimated in the proposal 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.
25. **TAXES:** All applicable taxes must be shown when called for in proposal. 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.

26. **SALES TAX ON CASH DISCOUNTS:** In accordance with the Washington State Department of Revenue, sales tax is calculated on the discounted amount paid.
27. **EXPARTE COMMUNICATION:** Please note that to insure the proper and fair evaluation of a bid, Spokane County prohibits exparte 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. Exparte communication may be grounds for disqualifying the offending Bidder from consideration or award of the bid, then in evaluation, or any future bid.

28. **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 to acknowledge addenda by completing "Receipt of Addenda" under Attachment "A" Proposal Page.

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

SPECIFICATIONS

GENERAL SPECIFICATIONS:

SCOPE OF WORK: As requested by the Central Shop Division, Engineering and Roads, Purchasing has issued this Invitation to Bid (“ITB”) for the sole purpose and intent of obtaining bid responses from responsive and responsible bidders.

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.

F.O.B. DELIVERY: All deliveries are to be F.O.B., inside delivery, Central Shop Division, Engineering and Roads, with all delivery charges to be prepaid by the Bidder. The County does not accept C.O.D. or collect shipments.

ALTERNATIVE PRODUCTS: These specifications are for the purpose of establishing the type of material, equipment, components, accessories and appurtenances desired and not to exclude any equal, similar models or makes of a reputable manufacture.

Performance, product and other appropriate characteristics shall meet or exceed those of manufacturer/model described in the specifications. The bidder will submit with its proposal a specification sheet on manufacturer and model of each piece of equipment bid. The bidder shall furnish any additional pertinent information that will assist the buyer in evaluating the equipment configuration.

If bidder’s proposed equipment deviates from the specifications of this bid in any way, bidder is advised to submit, with their bid proposal, specifications of bidder’s proposed equipment, clearly detailing deviation(s). It remains the bidder's responsibility to provide a unit that meets all bid specifications.

Any unit 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 made by the County on the basis of exception. If the materials, supplies or equipment provided does not meet the specification criteria, it will be returned to the vendor at the vendor's expense with no cost or penalty to Spokane County whatsoever.

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.

MOST CURRENT MODEL: Unless otherwise stated, all equipment furnished shall be manufacturer’s latest model. Appurtenances and/or accessories not herein mentioned, but necessary to furnish a complete unit, ready for use upon delivery, shall be included in the bid and conform in design, strength, quality of material and workmanship to what is usually provided to the trade in general. The unit furnished shall be a current model under standard production by the manufacturer.

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

SPLIT AWARD: The County reserves the option to make split awards or multiple awards. Bidders do not have to offer bids on all items.

TECHNICAL SPECIFICATIONS:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>
Bid Item #1	5D9559 7'X8"X3/4" CURVED GRADER BLADES	600EA
Bid Item #2	5/8"X8"X11' TRUCK SNOW PLOW BLADES	50EA
Bid Item #3	5/8"X8"X12' TRUCK SNOW PLOW BLADES	50EA
Bid Item #4	3/4"X5"X4' FLAT 3454 KENNA MATAL TUNGSTEN CARBIDE BITS SNOW PLOW BLADES Want 3454 kennametal tungsten carbide bits only	10EA
Bid Item #5	3/4"X5"X3' FLAT 3453 KENNAMETAL TUNGSTEN CARBIDE BITS SNOW BLADES Want 3453 kennametal tungsten carbide bits only	5EA

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: P8861, Grader Blades and Snowplow Blades

NAME OF FIRM SUBMITTING BID: _____

THIS INVITATION TO BID IS FOR: the acquisition of Grader Blades and Snowplow Blades for Spokane County Central Shop Division, Engineering and Roads, conforming to specifications, to include all costs associated with the performance of the contract such as sales tax, permits, insurance, shipping, handling, freight charges, etc.

TIME FOR DELIVERY: September 18, 2014

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.

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:

Addendum No.	Date	Addendum No.	Date	Addendum No.	Date

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. Bidders are advised that Spokane County reserves the right to cancel award of this Contract at any time before execution of the Contract by both parties if cancellation is deemed to be in Spokane County's best interest. In submitting a Bid, Bidders agree that Spokane County is not liable for any costs or damages for the cancellation of an Award. The Bidder assumes the sole risk and responsibility for all expenses connected with the preparation of this Bid.

BID RESPONSE: Bid response consists of completing, signing and returning the documents contained in this Bid Response Section (pages 9 through 13).

FREIGHT: All prices quoted will be F.O.B. delivery site. See specifications for possible further conditions.

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 sixty (60) days.

BID ITEM 1 – 5

Enter Unit Cost, Extended Costs, Total Cost, Freight Charges (if any), Sales Tax, and Grand Total into the shaded areas in the template below:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>EXTENDED COST</u>
Bid Item #1	5D9559 7'X8"X3/4" CURVED GRADER BLADES	600EA		
Bid Item #2	5/8"X8"X11' TRUCK SNOW PLOW BLADES	50EA		
Bid Item #3	5/8"X8"X12' TRUCK SNOW PLOW BLADES	50EA		
Bid Item #4	3/4"X5"X4' FLAT 3454 KENNA METAL TUNGSTEN CARBIDE BITS SNOW PLOW BLADES - 3454 kennametal tungsten carbide bits only	10EA		
Bid Item #5	3/4"X5"X3' FLAT 3453 KENNAMETAL TUNGSTEN CARBIDE BITS SNOW BLADES - 3453 kennametal tungsten carbide bits only	5EA		
		TOTAL COST		
		FREIGHT		
		SALES TAX (8.7%)		
		GRAND TOTAL		

EVALUATION ITEM 1 - DELIVERY DATE REQUIRED: September 18, 2014

If the required delivery date cannot be met indicate number of calendar days required for delivery of the goods upon receipt of a Purchase Order. Write the number of calendar days after receipt of order here _____ . The County retains the sole right to accept or reject an otherwise apparent low bid for failure to meet the required delivery date specified.

EVALUATION ITEM 2 - 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.

Signature _____ Printed Name _____ Date _____

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:

Signature _____ Printed Name _____ Date _____

SPECIFICATION COMPLIANCE QUESTIONNAIRE

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).

YES NO

If NO, list below, in detail, any and all deviations.

LIST DEVIATIONS:

Signature _____ Printed Name _____ Date _____

REPRESENTATIONS AND CERTIFICATIONS

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 bid proposal 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 proposal 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 FURTHER 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: _____