

TERMS & CONDITIONS

1. The City reserves the right to award this business in whatever manner is most advantageous to the continued efficient operation of the City.
2. This contract shall begin upon award for a five year period. Orders will be placed as needed using a blanket order with no guarantee of quantities. Payment will be made for orders placed, received, and accepted.
3. Purchaser reserves the right to terminate upon immediate oral or written notification to the supplier. Upon termination, purchaser shall be liable only for product ordered before termination which is received and accepted. In the event of breach by the supplier of any of these provisions, Supplier shall be liable for any damages suffered by the Purchaser resulting from the supplier's breach of contract.
4. When items ordered are not delivered within the terms and time frame established by the contract, Purchaser may procure comparable product from another source and the Supplier shall be required to pay any differences in cost. Acceptance of late performance by the Purchaser shall not waive the right to claim damage for such breach or constitute a waiver of the requirements for timely performance of the supplier's remaining obligations.
5. Delivery time shall be a consideration of awarding this business. Supplier shall be responsible for conveying any delays to the Purchaser in advance of anticipated delivery. If the City is unable to tolerate the delay, supplier may be liable for extra expenses to meet their original promised lead time.
6. All items to be furnished by the Supplier on this project must be of the latest possible design and production.
7. The respondent certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this invitation.
8. Submissions provide sixty (60) days for acceptance by the City from the due date.
9. The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to RCW 39.34. In submitting a response the supplier agrees to sell additional items at the bid price, terms and conditions to the City of Spokane and other public agencies 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.
10. If the respondent discovers any errors, discrepancies or omissions in the project specifications, or has any questions about the specifications, the respondent must notify City of Spokane through project's ProcureWare 'Clarifications' tab. Project clarifications issued by the Purchaser will be incorporated into the contract or purchase order.
11. Suppliers found to have overstated their ability to furnish product compliant with the requirements of this request shall reimburse the City for all costs incurred in obtaining compliant product from another source, up to and including labor hours, expedited freight, legal fees, etc.
12. No responses may be withdrawn after project closing date/time without mutual consent from the City of Spokane. If, after quote tabulation, a respondent claims error and requests to be relieved of award, the Purchaser reserves the right to evaluate available evidence in determining whether or not to relieve the respondent of their submission.
13. Department's award recommendation to City Council shall be to the responsive, responsible bidder of lowest cost.