

Noah Glaude, Library Director  
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NGlaude@nols.org  
www.nols.org

January 11, 2021

Re: Call for Bids for Library Bookmobile

To Whom It May Concern,

Bid submissions are open for the sale of a new library bookmobile vehicle to the North Olympic Library System. Sealed bids will be received by the Library Director of the North Olympic Library System until 4:00PM (PST), Thursday, February 11, 2021. Bids will be opened and read at that time in the administration conference room, Port Angeles Main Library, 2210 S. Peabody Street, Port Angeles, Washington 98362.

Due to restrictions on public gatherings in Washington State, the bid opening will be live cast via Zoom. It can be viewed at:

Link: <https://us02web.zoom.us/j/87408390704?pwd=RjVrR2FXOUdOcnozOXo3Yk50LzFVZz09>

Meeting ID: 874 0839 0704

Passcode: 656758

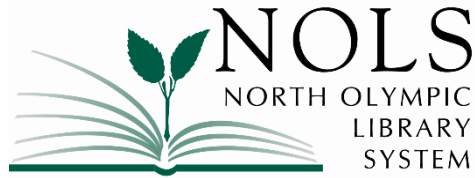
Phone: 1-253-215-8782

Bid documents can be found on the Library's website at [www.nols.org](http://www.nols.org), click on "Call for bids – Library Vehicle." Bids must be submitted on the form provided. **Faxed bids shall not be accepted.**

The North Olympic Library reserves the right to reject any or all bids and to waive informalities in the bidding process.

Sincerely,

Noah Glaude  
Library Director



## INSTRUCTIONS FOR BIDDERS

### Bookmobile Vehicle for NOLS

**BID SUBMITTAL:** All bids must be in a sealed envelope with the outside of the envelope marked with the BID OPENING DATE of Thursday, February 11, 2021. The NAME AND ADDRESS OF THE BIDDER shall also appear on the outside of the envelope. Bids shall be directed to Noah Glaude, Library Director, North Olympic Library System and mailed or delivered to the Library's Administrative Office at 2210 S. Peabody Street, Port Angeles, Washington 98362.

It is the intent of the attached specifications to describe the minimum requirements for the vehicle requested in sufficient detail to secure bids on comparable equipment. All parts which are necessary in order to provide a complete unit as described, meeting all safety requirements, and ready for operation, shall be included in the bid and shall conform in strength, quality of workmanship and material to that which is usually provided the trade in general. Any variance from the specifications or standards of quality must be clearly pointed out in writing by the bidder.

Do not make reference to brochures or supporting literature on the bid form. All notations for bid compliance or exceptions are to be made on the bid form.

If a bidder's corporate policy mandates use of an official quotation form, it may be submitted. However, the information must be duplicated on the North Olympic Library System's bid form. The North Olympic Library System's bid form must be signed by the bidder or its authorized agent in order for the bid to be valid.

All bids must be made on the required bid form and in cases of errors in the extension of prices in the bid, the unit prices will govern. All blank spaces for bid prices must be filled in, with ink or typewritten, and the bid form must be fully completed and executed when submitted. Only one copy of the bid form is required. **Faxed bids will not be accepted.** Failure to adhere to instructions may constitute disqualification of proposal.

A complete bid will consist of a properly signed specifications form, a properly signed bid form and a properly executed Non-Collusion Affidavit. Bids must be received by 4pm Pacific Standard Time on Thursday, February 11, 2021 in order to be considered valid.

**COMPLIANCE WITH SPECIFICATIONS:** The vehicle must be in accordance with the specifications. Failure on the bidder's part to comply with any specification herein will be grounds for disqualification of the bid.

**WARRANTY:** The purchased supplies or equipment furnished must have full manufacturer's warranties, and the warranties must inure to the benefit of the North Olympic Library System. Vendor agrees to these warranty provisions by signing the bid proposal.

**SAFETY:** The vehicle shall completely comply with all State and Federal laws, rules, regulations and codes in effect at the time of delivery. The vehicle shall be tested by the successful bidder for compliance with all OSHA/WISHA regulations and the State Department of Labor and Industries Safety Rules.

**DELIVERY:** The successful bidder shall be responsible for delivery of the vehicle to the Port Angeles Main Library, 2210 South Peabody St., Port Angeles, Washington, between the hours of 7:00 AM and 3:00 PM Monday through Friday no more than 270 days from receipt of purchase order.

**GENERAL INFORMATION:** Questions about this Call for Bids should be directed to:

Noah Glaude, Library Director  
North Olympic Library System  
360-417-8500 ext. 7717 or [NGlaude@nols.org](mailto:NGlaude@nols.org)

The North Olympic Library System reserves the right to waive any informalities or minor defects or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after 4pm on Thursday, February 11, 2021 shall not be considered. No bidder will be permitted to withdraw a proposal between the closing time for receipt of proposals and the execution of contract, unless the award is delayed for a period exceeding ninety (90) calendar days.

Offers made in accordance with this Call for Bids shall be good and firm for the period of 90 calendar days after contract award.

Signing of the bid sheet by Bidder and subsequent acceptance by the North Olympic Library System of the lowest responsive bid will constitute a binding agreement between the North Olympic Library System and Bidder. Bidders should be aware that **no contract payment** will be made until the North Olympic Library System certifies that all stated specifications have been complied with and the equipment is delivered and accepted by the Library.

Bids will be evaluated as soon as possible after bid opening. All bidders will be notified in writing of the results of this Call for Bids.



## SPECIFICATIONS

### Bookmobile Vehicle for NOLS

**DATE DELIVERY REQUIRED:** Maximum of 270 days from receipt of purchase order

Bidders may list variations to these minimum specifications in the “Exception” section of the bid sheets. Bidders may also suggest alternatives to name brand products, specified by the North Olympic Library System, in the “Exception” section as an “Approved Equal”. To be considered as an “Approved Equal,” the specifications of the suggested alternative must be attached. The North Olympic Library System will be the sole judge for approving other brands offered as equals to the brand specified. Bidders are also encouraged to list and price any options that are felt to enhance the use of item bid and/or would be desirable. All standard equipment is to be included, specified or not. When a Society of Automotive Engineers (SAE), American National Standard Institute (ANSI), American Society for Testing and Materials (ASTM), American Welding Society (AWS) “Reference” is cited, it is to establish an expected level of performance, level of testing or design basis.

	ITEM	MINIMUM SPECIFICATIONS	COMPLY	EXCEPTION
<b>I</b>	<b>BASIC SPECIFICATIONS AND DIMENSIONS</b>			
1	Overall length maximum	24 ft. 1 in.		
2	Exterior width maximum	80 in.		
3	Exterior height maximum	9 ft.		
4	Wheelbase maximum	170 in.		
5	G.V.W.R. maximum	11,030 lbs.		
6	Interior load space maximum	14 ft. 1 in.		
7	Interior width maximum	70 in.		
8	Headroom minimum	76 in.		
9	Volume capacity minimum	1,700 @ 40 books/36 in. shelf		
<b>II</b>	<b>CHASSIS SPECIFICATIONS</b>			
1	Chassis Type	2021 or current model year Mercedes Benz Sprinter 3500XD high roof extended cargo van		

2	Air cleaner	Dry type		
3	Air conditioner	Cab area; multispeed; automatic operation		
4	Alternator	12 V, 220 amp, HD alternator		
5	Battery	Dual (2) 12 V maintenance free, 100 amp hours Vendor shall include fully automatic battery charger with external plug		
6	Brakes	Four wheel disc; power hydraulic; self-adjusting with vented front discs; four wheel anti-locking ABS; emergency brake		
7	Controls	Foot operated throttle; brake pedal; parking brake lever with warning light; transmission selector; dimmer switch; self-canceling directional signals; hazard signal switch; headlamp switch; rheostat-controlled lighting; key-type starter switch		
8	Drive line	Drive line guard shall be provided		
9	Engine	Diesel 3.0L V6 DOHC, 188HP, Direct diesel injection, 24 valve intercooled turbo; fuel filter with water separator		
10	Engine hood	One piece hood which opens for exterior access to engine oil and transmission oil check		
11	Exhaust system	Single, stainless steel with heavy duty in-line muffler		
12	Fuel tank	Minimum 26.4 gallon capacity with locking access door		
13	Heater and defroster	High output hot water type; front and rear window defroster		
14	Horns	Dual electric		
15	Instruments	Speedometer; odometer; trip odometer; tachometer; warning indicators for oil pressure, engine temperature, battery, low oil level, low coolant, lights on, key, low fuel, low washer fluid, bulb flair, door ajar, service interval, brake fluid, brake pad wear		
16	Oil filter	Full flow disposal		
17	Power steering	Tilt and telescopic adjustment; hydraulic power-assist; rack pinion steering		

18	Radio	Electronically tuned AM/FM stereo with see-scan and digital clock		
19	Shocks	Front and rear heavy duty		
20	Suspension	Front strut suspension HD front anti-roll bar; transverse leaf type; minimum 4,080 lbs. spring rating		
21	Suspension rear	Leaf type rear anti-roll bar, minimum 7,060 lbs. spring rating		
22	Tires	LT 215/85SR16 BSW (6) , Full size spare tire shall be provided, underbody mounted, with crank down feature		
23	Transmission	Electronic 5-speed automatic w/overdrive and lock-up; Auxiliary transmission oil cooler		
24	Wheels	16.0 x 5.5 in. steel dual rear wheels. Spare wheel shall be provided		
25	Windshield	One-piece windshield safety plate. Windshield shall be tinted		
26	Wipers	Dual 2-speed electric, with washer and intermittent feature		
<b>III</b>	<b>BODY SPECIFICATIONS</b>			
1	Bumpers	Front and rear constructed of heavy gauge steel		
2	Doors	Two rear wall moving swing-out doors  Dual panel passenger side patron door. Shall be electric powered, outward opening, 38" x 80 "; provide manual emergency release and dash-mounted and load space-mounted switches; provide a stepwell for lower entry surface; exterior mounted key operation for dual panel passenger side patron doors.		
3	Handrails	Vertical hand rails at both sides of stepwell. To be of stainless steel, minimum 1.25 in. diameter, with radius corners, solidly mounted		
4	Floor	Stock corrugated vehicle floor shall be overlaid with flat nonporous flooring suitable for intended purpose.		
5	Insulation	On walls and ceiling; rated at minimum R13		

6	Lights	12V basic body, interior dome, stepwell, stop and tail back-up, directional lights, emergency flashers, parking lights, halogen headlamps. Exterior mounted, rear wall center high mounted stop light		
7	Mud flaps	Properly sized for rear dual tires		
8	Reflectors	All necessary		
9	Seals	Body panels to be assembled with epoxy and silicone sealants, windows to be set in rubber, doors to have rubber seals		
10	Storage	Glove box; instrument panel covered bin; dashboard storage bin; driver and passenger door bins; front cup holder		
11	Sun visors	Driver and passenger		
12	Undercoating	Body floor, skirt and wheel housing are to be undercoated after assembly		
13	Ventilation	Fresh air through chassis heater system		
14	Wheel housings	Shall be properly sealed and insulated		
15	Windows	All windows (glass) shall be tinted Install one (1) approx. 24"H x 36"W half-slide window (with a screen) that slides horizontally; window shall be installed on the curbside of the vehicle, aft of the glass entry door, at a height suitable for interaction with persons on the ground outside  Full length glass in full height patron doors.		
<b>IV</b>	<b>Up-fitting Specifications</b>			
1	Ceiling	Ceiling to be finished with a lightweight substrate material overlaid with one continuous piece of non-glare, pebble grain, white textured fiberglass .090 thickness. Must meet ASTM E-84 rating.		
2	Desk	One staff desk constructed of furniture grade plywood. Desktop shall be ¾" thick with laminate bonded to the plywood. Desk to have a positive latching drawer beneath the work surface. Desktop to include a cable pass-through grommet.		

3	Electrical	<p>All wiring shall meet or exceed N.E.C. or applicable FMVSS standards.</p> <p>INTERIOR WIRING 12 VOLT</p> <p>Wiring shall be bundled, and color coded. UL listed circuit breakers. Each circuit shall be independently protected.</p> <p>Exterior duplex outlet.</p> <p>Roof-mounted solar panel system to provide for auxiliary battery recharging. System shall include one approximately 130 watt solar panel, charge controller and a roof-mounted CB combiner box to provide a weatherproof entry point. Monitor shall be mounted near staff desk. Includes two 4D glass mat auxiliary batteries</p>		
4	Hardware	<p>All necessary door locks, hand rails, door closers, hold backs, and hinges will be furnished to provide smooth, efficient operation.</p>		
5	Interior finish	<p>Interior to include desk, carts, and shelving as specified, plus two storage areas to be determined prior to production.</p>		
6	Lighting	<p>Interior lighting: A 12VDC, LED main cabin lighting and stepwell system shall be installed to provide interior lighting meeting library minimum stack ratings. Lighting fixtures shall be switched at the vehicle dash using an illuminated switch. Lighting level should be 6 foot-candles (ft-c) minimum measured on the stack face (vertically) at a height of 12", and 35 ft-c maximum at any height to achieve no more than a 6-to-1 maximum-to-minimum ratio across the entire stack face. Light output temperature shall be a "warm" white between 4400K – 5300K. Lighting system fixtures and/or design shall be approved by the Library prior to installation</p> <p>Exterior lighting: Four (4) LED weatherproof "scene" lights shall be installed on the exterior: 2 curbside, and 2 rear. Rear-mounted scene lights shall be activated by the vehicle back-up lights in addition to the driver's area switch. Lights shall be</p>		



		controlled by illuminated on/off switches mounted in the dash		
7	Paneling	Wall finishes shall be commercial grade, smooth non-glare laminate applied over lightweight substrate material. Material to meet FMVSS-302.		
8	Radio	Public address system shall be provided. Wiring and antenna for cellular phone shall be provided (cell phone signal booster)		
9	Safety	Dual front air bags, back up alarm, triangle reflector set, 5 lb. A.B.C. fire extinguisher, ceiling mounted smoke and carbon monoxide detectors. Additional fire extinguisher. Rear back up camera with monitor. Rear back up sonar detector.		
10	Seating	Driver and passenger seats shall be bucket type, high back deluxe with arm rests and height adjustable seat belts. Both seats shall be 10-way adjustable with lumbar support. Seats must meet FMVSS302 flammability standards. Driver seat shall swivel in order to fully face staff desk		
11	Shelving	Acore Shelving & Products, Inc. aluminum shelving system shall be supplied and installed. Shelving components shall be powder coated after assembly where possible using coatings containing no lead or lead products. All components shall be constructed from superior grade lightweight materials and be built to withstand the unique stresses imposed by a mobile environment. The carts and shelving within the interior must be rapidly changeable to meet Library needs. All efforts shall be made by the vendor in the construction of these vehicles, as applicable, to assist in this goal. System shall utilize: Nine (9) Acore slotted shelf uprights, specially modified to maximize van wall curvature placed on 36" centers. The uprights shall be vertical up to approximately 30" high, and angled inward approximately 8° above that, to an approximate height		

		<p>of 66” measured from the vehicle floor. Uprights shall be firmly attached directly to the vehicle side wall sub-structure in a manner suitable to withstand the stress and forces unique to a mobile environment, including, but not limited to back plate fastening of the uppermost area of the uprights. The complete Acore modular system shall include the following components:</p> <p>Four (4) Acore single sided “wall hugger” carts, specially modified for this project to fit completely between the uprights.</p> <p>One (1) Acore enclosed and ventilated locking equipment cart with two (2) interior adjustable shelves and flat workstation top, specifically manufactured to fit completely between the uprights and below the upright bend.</p> <p>Five (5) Acore “Wall Security Units”, to allow locking of wall hugger carts to the upright system.</p> <p>Four (4) Acore AB9, 9” wall shelves.</p> <p>Twenty-one (21) Acore AB7(8°), 7” wall shelves, specially modified to accommodate the inward slanting upper uprights.</p>		
	Wheelchair lift	Commercial lift, fully automatic, with backup system, dual handrails, and safety belt. Hand held controller for all lift functions		
	Painting and lettering	Cab and body in OEM White. Graphics allowance \$ 3000 to be included in quote price		
	Miscellaneous	<p>Additional requirements and items to be provided:</p> <p>Awning. Electric, interior-mounted switch, and manual override system; waterproof; twelve feet in length; covers 10’ from van</p> <p>Alarm system. Pinned to all doors and includes siren and motion detector.</p> <p>Recessed floor tracks. Two (2) 11’ flanged aircraft style L-track cargo tie-down tracks shall be recessed into the interior flooring. Tracks shall be securely mounted to the floor structure for maximum load</p>		

		rating. Track system shall include twenty-four (24) single stud fittings with round ring, and four (4) sets of 1" ratchet tie-down straps, shipped loose with completed vehicle		
	Delivery	To be made by vendor driver who will make any minor adjustments to the vehicle as well as explain complete operation of vehicle		
<b>IV</b>	<b>Warranties</b>			
1	Chassis	<p>Basic Limited Warranty 3-year/36,000 miles</p> <p>Powertrain Limited Warranty 5-year/100,000 miles</p> <p>Limited Outer-Body Warranty 5-year/100,000 miles</p> <p><b>Add Alternate:</b></p> <p>Extended Warranty Options. Supply cost for each:</p> <p>5-years/100,000 miles</p> <p>6-years/120,000 miles</p> <p>7-years/140,000 miles.</p>		
2	Up fitting	Minimum One (1) year/ Unlimited miles		
3		The warranties shall <u>not</u> start until the unit is delivered and accepted by the North Olympic Library System.		

FULL LEGAL NAME OF BIDDER \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY/STATE/ZIP \_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_

NAME OF AUTHORIZED AGENT (PLEASE PRINT) \_\_\_\_\_

TITLE \_\_\_\_\_

SIGNED \_\_\_\_\_ DATE \_\_\_\_\_



**BID FORM**  
**Bookmobile Vehicle for NOLS**

Bidder must bid on all bid items. The bidder hereby bids the following amounts for the vehicle described in the Specifications.

Bid Item	QTY	Bid Amount
Library Vehicle ( <i>specify make, model, year</i> )	1	
Bid Price		
Sales Tax	8.8%	
Associated costs of purchase (Please itemize, for example: licensing, registration, etc.)		
<b>Total Bid Price</b>		

FULL LEGAL NAME OF BIDDER \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY/STATE/ZIP \_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_

NAME OF AUTHORIZED AGENT (PLEASE PRINT) \_\_\_\_\_

TITLE \_\_\_\_\_

SIGNED \_\_\_\_\_ DATE \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

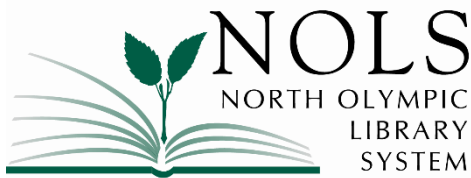
STATE OF WASHINGTON     )  
  )  
COUNTY OF CLALLAM     )

The undersigned, being first duly sworn on oath, says that the bid herewith submitted for *Library Bookmobile Vehicle* is a genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not therein named; and the undersigned further says that the said bidder has not directly or indirectly induced or solicited any bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding; and that said bidder has not in any manner sought by collusion to secure to self an advantage over any other bidder or bidders.

\_\_\_\_\_  
Signature of Bidder/Contractor

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the  
State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Comm. Exp.: \_\_\_\_\_



## **PURCHASE CONTRACT**

**Sample**

THIS AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, between the North Olympic Library System and \_\_\_\_\_ (hereinafter called the “Contractor”).

WITNESSETH: That the North Olympic Library System and the Contractor, in consideration of the performance of the terms and conditions hereinafter mentioned, agree as follows:

### **ARTICLE I: CONTRACT DOCUMENTS**

The complete contract consists of the Call for Bids, Instructions to Bidders, Bid form, Non-Collusion Affidavit, Specifications, Standard Terms and Conditions and Purchase Contract. The foregoing documents shall hereinafter be called “Contract Documents” or “Contract”. All obligations of the North Olympic Library System and the Contractor are fully set forth and described herein.

In the event of a discrepancy between any of the Contract Documents, as above defined, the North Olympic Library System shall give a written interpretation thereof, which interpretation shall govern.

### **ARTICLE II: CONTRACT COST**

The Contractor agrees to sell and deliver to the North Olympic Library System, at the delivery point specified in the Instructions to Bidders, and the North Olympic Library System agrees to purchase and receive from Contractor the equipment as described and set forth in the Contract Documents and the provisions of the Contractor’s bid attached and made a part hereof.

### **ARTICLE III: ASSIGNMENT**

The Contractor shall not assign any of its responsibility under this Contract without the express written consent of the North Olympic Library System.

### **ARTICLE IV: APPLICABLE LAW AND VENUE**

This Contract shall be governed by, and construed in accordance with, the applicable laws of the State of Washington. Any legal proceedings to determine the rights and obligations of the parties hereunder shall be brought and heard in Clallam County Superior Court.

### **ARTICLE V: NONDISCRIMINATION**

During the performance of this Contract, the parties shall conduct their business in a manner which assures fair, equal and nondiscriminatory treatment of all persons, without respect to race, creed, color, sex, sexual orientation, physical or mental handicap, or national origin, and, in particular:

1. The parties will maintain open hiring and employment practices and will welcome applications for employment in all positions from qualified individuals who are members of the above stated minorities.
2. The parties will comply strictly with all requirements of applicable federal, state or local laws or regulations issued pursuant thereto, relating to the establishment of nondiscriminatory

requirements in hiring and employment practices and assuring the service of all patrons and customers without discrimination with respect to the above-stated minority status.

**ARTICLE VI: TERMINATION OF CONTRACT**

In the event that any of the provisions of this Contract are violated by the Contractor or the Contractor's subcontractors, the North Olympic Library System may serve written notice of intention to terminate such Contract upon the Contractor, which notice shall specify the reasons therefore. Unless within thirty (30) days after serving such notice upon the Contractor such violation shall cease and an arrangement for the correction thereof satisfactory to the North Olympic Library System be made, the Contract shall, upon the expiration of the said thirty (30) days, cease and terminate. In the event of any such termination, the North Olympic Library System may purchase the materials necessary for complete performance of this Contract for the account and at the expense of the Contractor, and the Contractor shall be liable to the North Olympic Library System for any excess cost thereby.

**ARTICLE VII: SEVERABILITY**

If any term or condition of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Contract are declared severable.

**ARTICLE VIII: WAIVER**

Waiver of any breach of any term or condition of this Contract shall not be deemed a waiver of any prior or subsequent breach, no term or condition of this Contract shall be held to be waived, modified, or deleted except by a written instrument signed by the parties hereto.

**CONTRACTOR**

**NORTH OLYMPIC LIBRARY SYSTEM**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**North Olympic Library System  
STANDARD TERMS AND CONDITIONS  
PURCHASE CONTRACT**

THE PURCHASE CONTRACT INCLUDES THE FOLLOWING TERMS AND CONDITIONS AND THE PUBLISHED RULES, REGULATIONS, AND LAWS OF THE STATE OF WASHINGTON, WHICH ARE HEREBY INCORPORATED BY REFERENCE.

1. **CHANGES:** No alteration in any of the terms, conditions, delivery price, quality, quantities, or specification will be effective without written consent of the appropriate representative of the North Olympic Library System.
2. **HANDLING:** No charges will be allowed for handling, including but not limited to packing, wrapping bags, containers or reels, unless otherwise stated herein.

3. **DELIVERY AND ACCEPTANCE:** The successful bidder shall be responsible for delivery of the vehicle to the Port Angeles Main Library, 2210 South Peabody St., Port Angeles, Washington, between the hours of 7:00 AM and 3:00 PM Monday through Friday no more than 270 days from receipt of purchase order. For any exception to the delivery date as specified in this Contract, Contractor shall give prior notification and obtain written approval thereto from the North Olympic Library System. Time is of the essence and the Contract is subject to termination for failure to deliver as specified and/or appropriate damages. The acceptance by the North Olympic Library System of late performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Contractor.
4. **PAYMENTS, CASH DISCOUNT, LATE PAYMENT CHARGES:** Invoices will not be processed for payment until receipt of a properly completed invoice or invoiced items, whichever is later.
5. **SHIPPING INSTRUCTIONS:** Unless otherwise specified, all goods are to be shipped prepaid, F.O.B. Destination.
6. **REJECTION:** All goods or materials purchased herein are subject to approval by the North Olympic Library System. Any rejection of goods or material resulting because of non-conformity to the terms and specifications of this Contract, whether held by the North Olympic Library System or returned, will be at Contractor's risk and expense.
7. **IDENTIFICATION:** All invoices, packing lists, packages, shipping notices, instruction manuals, and other written documents affecting this Contract shall contain the applicable purchase contract number.
8. **INFRINGEMENTS:** Contractor agrees to protect and hold harmless the North Olympic Library System against all claims, suits or proceedings for patent, trademark, copyright or franchise infringement arising from the purchase, installation, or use of goods and materials ordered, and to assume all expenses and damages arising from such claims, suite or proceedings.
9. **WARRANTIES:**
  - a. Notwithstanding inspection and acceptance by the North Olympic Library System, the articles supplied under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for a period of one year after delivery and acceptance by the North Olympic Library System, that:
    - (1) All supplies furnished under this contract will be free from defects in material or workmanship and will conform with all requirements of this contract; and
    - (2) The preservation, packaging, packing, and marking, and the preparation for, and method of, shipment of such supplies will conform to the requirements of this contract.
  - b. When return, correction, or replacement is required, transportation charges and responsibility for the supplies while in transit shall be borne by the Contractor. However, the Contractor's liability for the transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the place of delivery specified in this contract and the Contractor's plant, and return.
  - c. Any supplies or parts thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as supplies initially delivered. The warranty, with respect to supplies or parts thereof, shall be equal in duration to that in paragraph 9.a of this clause and shall run from the date of delivery of the corrected or replaced supplies.



d. All implied warranties of merchantability and “fitness for a particular purpose” are excluded from any obligation contained in this contract.

e. All standard manufacturer warranties must inure to the benefit of the North Olympic Library System.

f. Remedies available to the North Olympic Library System. Within a reasonable time after providing notice to the Contractor, the North Olympic Library System may either:

(1) Require, by written notice, the prompt correction or replacement of any supplies or parts thereof (including preservation, packaging, packing, and marking) that do not conform with the requirements of this contract within the meaning of paragraph 9.a of this clause; or

(2) Retain such supplies and reduce the contract price by an amount equitable under the circumstances.

10. **ASSIGNMENTS:** Moneys due under this Contract shall only be assignable with prior written consent of the North Olympic Library System.
11. **TAXES:** Unless otherwise indicated the North Olympic Library System agrees to pay all State of Washington sales or use tax. No charge by Contractor shall be made for federal excise taxes, and the North Olympic Library System agrees to furnish Contractor, upon acceptance of articles supplied under this Contract with an exemption certificate.
12. **LIENS, CLAIMS AND ENCUMBRANCES:** Contractor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.
13. **RISK OF LOSS:** Regardless of FOB point, Contractor agrees to bear all risks of loss, injury or destruction of goods and materials ordered herein which occur prior to delivery. Such loss, injury or destruction shall not release Contractor from any obligation hereunder.
14. **HOLD HARMLESS:** Contractor shall protect, indemnify, and hold the North Olympic Library System harmless from and against any damage, cost or liability for any injuries to persons or property arising from acts or omissions of Contractor, its employees, agents or subcontractors howsoever caused.
15. **ANTI-TRUST:** Contractor and the North Olympic Library System recognize that in actual economic practice overcharges resulting from anti-trust violations are borne by the North Olympic Library System. Therefore, Contractor hereby assigns to the North Olympic Library System any and all claims for such overcharges.
16. **DEFAULT:** Contractor shall be liable for damages suffered by the North Olympic Library System resulting from Contractor’s breach of Contract. The Contractor covenants and agrees that in the event suit is instituted by the North Olympic Library System for any default on the part of the Contractor, and the Contractor is adjudged by a court of competent jurisdiction to be in default, Contractor shall pay to the North Olympic Library System all costs, expended or incurred by the North Olympic Library System in connection therewith, and reasonable attorney’s fees. The Contractor agrees that the Superior Court of the State of Washington shall have jurisdiction over any such suit, and that venue shall be laid in Clallam County.
17. **BRANDS:** When a special brand is named it shall be construed solely for the purpose of indicating the standards of quality, performance, or use desired. Brands of equal quality, performance, and use shall be considered, provided the bidder specifies the brand and model and submits descriptive literature when available. Any bid containing a brand which is not of equal quality, performance, or use specified must be represented as an alternate and not as an equal, and failure to do so shall be sufficient reason to disregard the bid.

18. SAFETY: The equipment shall completely comply with all State and Federal laws, rules, regulations and codes in effect at the time of delivery.

The equipment shall be tested by the successful bidder for compliance with all OSHA/WISHA regulations and the State Department of Labor and Industries Electrical Workers Safety Rules.

19. ACCEPTANCE: BY ACCEPTING THIS PURCHASE CONTRACT IN WRITING OR BY DELIVERING THE MATERIAL ORDERED, CONTRACTOR ACCEPTS ALL OF THE TERMS AND CONDITIONS SET FORTH. FORMAL OBJECTION IS HEREBY MADE BY THE NORTH OLYMPIC LIBRARY SYSTEM TO ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY VENDOR CONTRACTOR AS A CONDITION OF ACCEPTANCE OR DELIVERY.