

1. **Preparation of bids:**
 - a. Failure to examine any drawings, specifications and instructions will be at bidder's risk. Unless all information is complete, quotation may be disregarded.
 - b. All prices and quotations on original bid documents must be printed in ink. No erasures permitted. Errors may be crossed out and corrections printed in ink adjacent and must be initialed in ink by the person signing the bid. In case of error in extension, the unit price will govern. Where faxed bids are accepted, original documents must follow within 48 hours of bid due date.
 - c. Brand names: Any reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Unless the bidder specifies otherwise in his bid, it is understood that the bidder is offering a referenced brand item as specified in the Request for Quotations. In case of question, the County reserves the right to have the vendor prove that a substitute offer is equivalent to and meets the quality indicated by the brand name references. The County requires that a bidder offering a substitute must supply descriptive material.
 - d. Time of delivery is part of the bid and must be adhered to. Time, if stated as a number of days, shall mean calendar days.
2. **Failure to Bid:**

Failure to bid or advise the office of the County Purchasing Agent that future invitations for bids are desired may result in the removal of your name from our bidders list.
3. **Submission of Bids:**

Bids must be signed and sealed, with the bid number and address on outside of envelope. All bids must be signed with the firm name and by a responsible official or employee. Obligation assumed by such signature must be fulfilled.
4. **Unfair Practices Act and other laws:**

Bids shall be in accordance with the Unfair Practices Act (Business & Professions Code Section 17000 et. Seq.) and all other applicable State and Federal laws and regulations, and the Fair Employment Practices Act.
5. **Taxes, Fees, Expenses, and Extras:**
 - a. Articles sold to the County are exempt from certain Federal excise taxes. The County will furnish an exemption certificate.
 - b. Unless otherwise specified by the bidder, the prices quoted should not include California state and local sales and use taxes. When requested, sales and use taxes should be stated separately.
 - c. No charge for delivery, drayage, express, parcel post, UPS, packing, cartage, insurance, license fees, permits, cost of bonds, or for any purpose will be paid by the County unless expressly included and itemized in the bid.
6. **Award of Contracts:**
 - a. Unless the bidder specifies otherwise in his bid, the County may accept any item or group of items of any bid. The County reserves the right to modify or cancel in whole or in part its Request for Quotations.
 - b. The County reserves the right to reject any or all bids and to waive informalities in bids received.
 - c. In determining and evaluating the best quotation, the prices will not necessarily be controlling, but quality, equality, efficiency, utility, suitability of the equipment offered, and any other relevant factors. The Purchase Agent and requesting department shall be the sole judge in the determination of these matters.
 - d. Bids are subject to acceptance at any time within 30 days minimum after opening, unless otherwise stipulated in the bid.
 - e. Discounts involving discount periods of less than 30 days will not be included in the calculation of low bid.
7. **Liens:**

The vendor warrants and represents that goods, wares or merchandise offered herein are free and clear from all claims and liens of any nature whatsoever.
8. **Patent Indemnity:**

The vendor shall hold the County of Humboldt, its officers, agents and employees harmless from liability of any nature of any kind, including costs and expenses for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in connection with the contract.
9. **Covenant against Gratuities:**

The vendor shall warrant that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the vendor, or any agent or representative of the vendor, to any officer or employee of the County with a view toward securing the contract or securing the favorable treatment with respect to any determinations concerning the performance of the contract.
10. **Samples:**

Samples of items, when required, must be furnished free of expense to the County and if not destroyed by test, may be returned at the bidder's expense upon request.
11. **Rights and Remedies of County for Default:**
 - a. In the event any item furnished by the vendor in the performance of the contract should fail to conform to the specifications therefore, or to the sample submitted by the vendor with his bid, the County may reject the same, and it shall thereupon become the duty of the vendor to reclaim and remove the same forthwith, without expense to the County, and immediately to replace all such rejected items with others conforming to such specifications or samples; provided that should the vendor fail, neglect, or refuse so to do, the County shall thereupon have the right to purchase in the open market, in lieu thereof, a corresponding quality of any such items and to deduct from any moneys due or that may thereafter become due to the vendor the difference between the prices named in the contract and the actual cost thereof to the County. In the event the vendor shall fail to make prompt delivery as specified of any item, by fire, strike, freight embargo, or Act of God or the government.
 - b. Cost of inspection of deliveries or offers for delivery, which do not meet specifications, will be charged to the vendor.
 - c. The rights and remedies of the County provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.
12. **Liability:**

The County shall not be responsible for any damage that may accrue by reason of the death or injury of the person of the vendor's officers, agents, employees, invitees, or licensees, or for any damage to any property of the Vendor, or that may arise or be set up at any time because of personal injury or damage to property sustained by any other person, which may have been caused or contributed to, approximately or remotely, by reason of or in the course of this bid. The Vendor shall assume full responsibility for the defense of any claim arising under this bid and the Vendor shall save, keep, and bear harmless the County, all officers and employees thereof, from all damages, cost, or expenses, in law or in equity because of personal injury, property damage or alleged or actual patent infringements based on the performance of this bid or asserted against it.
13. **Nuclear-Free Zone Information:**

The Nuclear-Free Humboldt County Ordinance prohibits the County from entering into any contracts with any contractor who is knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapon components, as defined in the ordinance. Any contracts or agreements resulting from this bid/RFP process will contain a provision requiring the Contractor to certify that it is not a Nuclear Weapons Contractor as defined by the Nuclear-Free Humboldt County Ordinance.
14. **Policy of Nondiscrimination:**

The County of Humboldt does not discriminate on the basis of mental or physical disability, race, religious creed, color, national origin, ancestry, medical condition, marital status, political affiliation, sex, age or sexual orientation in the admission or access to its programs or activities.