

SOUTH WHIDBEY SCHOOL DISTRICT

Purchasing Department

5520 Maxwellton Road

Langley, WA 98260

Request for Quote

This is not an order.

Quote Description	Quote #
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Request Date:	Due Date:
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Contact Name:

Contact Phone:	Contact Fax:
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Contact Email:

Vendor shall complete the area below:

The undersigned offers and agrees, if this offer is accepted within **90 calendar days** from the due date, to furnish all items upon which prices are quoted, at the prices set forth in this quotation, delivered at the designated point(s) by the method of delivery and within the time specified herein and subject to the Terms and Conditions of this request for price quote. In the event of a contract award pursuant to this request, performance by the vendor of any or all of the services, or delivery of any or all of the products defined herein, shall constitute acceptance of all terms, conditions and requirements of the resulting agreement.

Company Name

Address	City/State/Zip
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Email	Phone	Fax
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Print Name and Title

No Bid [] Reason:

Request for Quote General Terms and Conditions

1. General: It is understood that the Vendor, in submitting a Quote, accepts the following terms and conditions, and general information as part of the Quote document. The South Whidbey School District reserves the right to reject any or all quotes. If either a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded. Failure to sign the Quote will render this Quote invalid.

2. Specifications: Any deviation from specification indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with the specifications; and the offeror will be held responsible therefore.

3. Clarification / Interpretations: Any and all questions regarding this document must be made in writing and addressed to the District Contact listed above. Oral interpretations shall have no legal effect and will not be made to any vendor. Any and all revisions to this document shall be made only by written addendum.

4. Taxes South Whidbey School District is not exempt from Sales Tax. Washington State uses a destination based tax system. You may use the Department of Revenue's website at www.dor.wa.gov or use the list provided on the South Whidbey School District's Purchasing website (www.sw.wednet.edu, click on Departments, then Purchasing).

5. Pricing. Quote prices shall include all delivery, installation, training and freight charges, FOB destination. No charges for containers, packing, drayage, or any other purpose will be allowed over and above the prices bid. The District will reject requests for additional compensation for freight charges.

6. Awards: The South Whidbey School District reserves the right to increase or decrease the quantity on the quote forms and still contract at the original quote price. Each item will be awarded separately or as a lot, whichever is more advantageous to the District.

7. Failure to Provide Goods: If the Vendor fails to deliver under "Delivery" below, the Vendor agrees to pay the South Whidbey School District the difference between the Quote amount and the cost of goods from the next or alternate Vendor, or if current Quote prices are no longer available, a current quote. This requirement allows the District to ensure the quote price will be the actual cost to the District, regardless of a Vendor failing to supply as awarded.

8. Delivery: Quote prices shall be FOB Destination and Shipping is to be Prepaid and Included (paid by Vendor). Goods not received within 7 days after due date may be refused and returned at the vendor's expense unless alternate arrangements are approved **in writing** by the Technology or Facilities Director and will be considered as the vendor has failed to provide goods (see above). All merchandise is subject to inspection and acceptance by the District personnel before final payment.

9. Packing Slips: Packing slips must accompany all deliveries and include Vendor’s name, purchase order number, Quote item number, unit of purchase, quantity shipped and quantity backordered—if any. Packing slips are not considered invoices. See “Invoicing” below.

10. Invoicing: An invoice must be submitted directly to the District: South Whidbey School District, Attn: Accounts Payable, 5520 Maxwellton Rd, Langley, WA 98260 for payment. Packing slips or invoices shipped with merchandise will **not** be considered. Invoicing will include the following components: Vendor’s name, purchase order number, Quote number, unit of purchase, quantity, Quote price and sales tax rate. The District’s payment terms are net 60.

11. Samples. If your company is the lowest offeror and this make/mode is selected, the district may request a sample prior to making a purchase decision. If this is the case, you must submit a sample within 10 days of the request and are responsible for the costs and shipping arrangements.

12. No Bid: Persons desiring not to submit a quotation should return the Acknowledgement marking it “No Bid”, not later than the stated submittal deadline.

13. Non-Collusion: Vendor certifies that they have not, either directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive proposing. If the District determines that collusion has occurred among Vendors, none of the Quotes from the participants of such collusion will be considered. The District’s determination will be final.

14. Award: The contract may be awarded to the lowest and responsive vendor complying with the provisions of this RFQ. In addition to price, the following criteria may be considered by the District awarding the quote:

- a) The ability, capacity and skill of the Vendor to perform the contract or provide the service required;
- b) The character, integrity, reputation, judgment, experience and efficiency of the Vendor;
- c) Whether the Vendor can perform the contract within the time specified;
- d) The quality of performance of previous contracts or services;
- e) The previous and existing compliance by the Vendor with laws relating to the contract or services;
- f) Servicing resources, capability and capacity;
- g) Lack of uniformity or interchangeability if such factors are important;
- h) The energy efficiency of the product as projected throughout the anticipated useful life of the product;
- i) Such other information as may be secured having a bearing on the decision to award the contract.”

Failure of a Vendor to be deemed responsible or responsive may result in the rejection of a Quote.

15. Merchantability: There shall be an implied warranty of merchantability and fitness for an intended use. Any submittal taking exception to this requirement may, at the District's option, be considered non-responsive.

16. Force Majeure The term force majeure shall include, without limitation by the following enumerations: acts of nature, acts of civil or military authorities, fire, accidents, shutdowns for purpose of emergency repairs, industrial, civil or public disturbances which cause the inability to perform the requirements of this Contract. If any party is rendered unable, wholly or in part, by a force majeure or any event cause not within such party's control, to perform or comply with any obligation or condition of this Contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations. In the event the Vendor ceases to be excused pursuant to this provision, then the District shall be entitled to exercise any remedies otherwise provided for in this Contract, including Termination for Default.

Whenever a force majeure event causes the Vendor to allocate limited resources between or among the Vendor's customers, the district shall receive no less priority in respect to such allocation than any of the Vendor's other customers.

17. General Indemnity: The Vendor agrees to indemnify, defend and hold harmless the South Whidbey School District, its officers, agents and employees from any and all claims and losses (with the exception of consequential damages) accruing or resulting to any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the Vendor in the performance of this contract which are attributable to the negligence or intentionally tortuous acts of the Vendor, provided that the Vendor is notified in writing within 30 days that the District has knowledge of such claims.

Vendor agrees to fully comply with all Federal, State, and local laws, orders, rules, regulations, and ordinances including, but not limited to, those relating to industrial insurance, unemployment compensation, social security, minimum wages, equal employment, safety standards and building codes, and the Vendor shall indemnify and save harmless the District for any claim liability or expense by reason of the failure of the Vendor or any of his/her subvendors to comply with such laws, orders, rules, regulations, or ordinances.

18. Governing Law: Except as hereinafter specifically provided, this Contract shall be governed by and construed according to the laws of the State of Washington. Any claim or suit concerning this Contract shall in Superior Court for Island County. In the event that an action is removed to U.S. District Court, venue shall be in the Western District of Washington.

19. Disputes, Claims and Appeals: The Vendor shall address questions or claims regarding the Contract in writing to the Buyer and authorized District representative, within ten (10) Days of the date on which the Vendor knows or should know of the question or claim. No claim by the Vendor shall be allowed if asserted after final payment under this Contract. No claim shall be allowed for any costs incurred more than ten (10) Days before the Vendor gives written notice,

as required in this section. The Buyer and authorized District representative shall ordinarily respond to the Vendor in writing with a decision, but absent such written response, the question or claim shall be deemed denied upon the tenth (10th) Day following receipt by the Buyer and designated District representative.

20. Alcohol/Tobacco/Drug/Weapon Prohibition: Per RCW 28A.210.310, District property is an alcohol, tobacco, drug, and weapon free environment. Vendor personnel shall conform to this policy at all times while on District premises.

21. Conflict with Existing Law: The Vendor and the School District agree that if any provision of this contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of the contract, the contract shall be terminated in a manner commensurate with the interests of both parties, to the maximum extent reasonable.

22. Non-Waiver of Breach: No action or failure to act by the District shall constitute a waiver of any right or duty afforded to the District under the Contract; nor shall any such action or failure to act by the District constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by the District in writing.

23. Severability: If any provision is found to be invalid, illegal or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal, valid and enforceable and have the intent and economic effect as close as possible to the invalid, illegal or unenforceable provision. If it is not possible to modify the provision to render it legal, valid and enforceable, then the provision shall be severed from the rest of this Contract. The invalidity, illegality or unenforceability of any provision shall not affect the validity. If any provision of this Contract is held invalid by any court, such invalidity shall not affect the validity of the other terms or conditions of this Contract, which shall remain valid and binding.

24. Warranty: The Vendor shall provide, upon request by the District, their standard warranty. The warranty shall be specific for all components of the equipment regardless of whether these components were built by the original equipment manufacturer or outside supplier. South Whidbey School District may avail itself of the Vendor or manufacturer's standard warranty if more beneficial to the District. Conducting of tests or inspections, acceptance, or the processing of payment(s) by the District shall not constitute a waiver of any rights under this Contract or in law. The termination of this Contract shall in no way relieve the Vendor from its warranty responsibility. The Vendor shall ensure that the warranty requirements of this Contract are enforceable through and against the Vendor's suppliers, Vendor's, distributors and SubVendors. The Vendor shall cooperate with the District in facilitating warranty related work by such suppliers, distributors and SubVendors.

25. Warranty Remedies: Whenever possible, the Vendor shall provide "on the spot" settlement of warranty claims or disputes, and authorize local representatives to act on the equipment manufacturer's behalf. If at any time during the twelve (12) Month period immediately following

acceptance of any work covered by this Contract, Vendor or the District discovers one or more material defects or errors in the work or any other aspect in which the work materially fails to meet the provisions of the warranty requirements herein Vendor shall, at its own expense and within thirty (30) Days of notification of the defect by the District, correct the defect, error or nonconformity. The District shall give written notice of any defect to the Vendor. If the Vendor has not corrected defect within thirty (30) Days after receiving the written notice, the District, in its sole discretion, may correct the defect itself. In the case of an emergency where the District believes delay could cause serious injury, loss or damage, the District may waive the written notice and correct the defect. In either case the District shall charge-back the cost for such warranty repair to the Vendor. The Vendor is responsible for all costs of repair or replacement in order to restore the work to the applicable Contract requirements, including shipping charges, for work found defective within the warranty period, regardless of who actually corrects the defect.

26. Preparation Costs: Costs incurred by Vendors in preparation of their quote, including travel and personal expenses, may not be charged as an expense of performing the contract. SSD shall not pay for costs incurred for quote or contract preparation

27. Law Compliance: The Vendor shall comply with all applicable laws, including but not limited to: RCW 39.30.060 relating to submittal of names of subcontractors; RCW 49.17 relating to industrial safety and health; RCW 49.28 relating to hours of labor; RCW 49.70 relating to hazardous materials; RCW 50.24 relating to unemployment compensation and Chapter 70.92 relating to the provisions for the aged and physically disabled. The foregoing list is provided only as a courtesy to the Vendor. The District has not thereby undertaken any obligation to provide legal advice to the Vendor and makes no representation as to the currency, accuracy or completeness of the list.

In compliance with the requirements of Title 28A RCW: The Vendor, or any of its subVendors, shall not utilize any employee at the District site or allow any contact between school children and any employee when an employee has pled guilty to or been convicted of any felony crime involving the physical neglect of a child under Chapter 9A.42 RCW, the physical injury or death of a child under Chapter 9A.32 or 9A.36 RCW (except motor vehicle violations under Chapter 46.61 RCW), sexual exploitation of a child under Chapter 9.44 RCW where a minor is the victim, promoting prostitution of a minor under Chapter 9A.88 RCW, the sale or purchase of a minor child under 9A.64.030 RCW, or violation of similar laws of another jurisdiction. Any failure to comply with this section shall be grounds for the District's immediate termination of this agreement.

28. Debarment/Suspension: This certification is required by the Executive Order 12543 and 48 CFR part 9 regarding all transaction receiving federal dollars.

- a. The prospective lower tier participant (contractor) certifies, by signing this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The prospective lower tier participant (contractor) shall provide immediate written notice to South Whidbey School District, 5520 Maxwellton Rd, Langley, WA 98260 Attn: Purchasing if at any time the prospective lower tier participant

(contractor) learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. b. Should the prospective lower tier (contractor) enter into a covered transaction with another person at a lower tier (subcontractor), the prospective lower tier participant (contractor) agrees by signing this agreement that it will verify that the person with whom it intends to do business is not excluded or disqualified. The prospective lower tier participant will do this by (a) checking the federal Excluded Parties List System (EPLS); or (b) collecting a certification from that person; or (c) adding a clause or condition to the covered transaction contract with that person similar to the paragraph above.

c. The prospective lower tier participant (contractor) agrees by signing this agreement that it shall not knowingly enter into any lower tier covered transaction with a person (subcontractor) who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. d. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

29. Proposals Disclosures: This procurement is subject to the Washington Public Disclosure Act, RCW (Revised Code of Washington) 42.17.250 et seq. Quotes submitted under this request shall be considered public documents unless the documents are exempt under the public disclosure laws. After the selection process has been concluded and a contract has been signed by both parties, Quotes shall be available for inspection by the public.

If a Bidder considers any portion of its Quote to be protected under the law, the Bidder shall clearly identify such a portion with the words such as “CONFIDENTIAL”, “PROPRIETARY” or “BUSINESS SECRET”. If the District determines that the material is not exempt from public disclosure law, the District will notify the Bidder of the request and allow the Bidder fifteen (15) Days to take action it deems necessary to protect its interests. If the Bidder does not take such action within said period, the District will release the portions of the Quote deemed subject to disclosure. By submitting a Quote, the Bidder assents to the procedure outlined in this subsection and shall have no claim against the District on account taken under such procedure.

Special Terms and Conditions (If appropriate)

1. Delivery: All items are to be delivered and installed (insert details)

2. Brand Specific: Manufacturer's name and product description used in this solicitation are product specific. The items offered in response to this solicitation must be the manufacturer and type specified. These specific products are needed due to compatibility and continuity of support. If you have any questions, please call the Buyer listed on the first page.

3. Training: Successful vendor shall provide (include details if appropriate).to the District at no charge.

4. O/M Manuals: Successful Vendor shall provide two (2) sets of O/M (Operating and Maintenance) Manuals for each piece of equipment provided.

5. Warranty: Successful Vendor shall provide the District with the manufacturer’s warranty as well as any warranties available through the Vendor/Reseller.

6. Service: Successful Vendor shall provide adequate and satisfactory availability of repair parts and supplies, and ability to meet warranty and service requirements Please describe in the area below your servicing capabilities and preventative maintenance programs Vendor may also provide a separate document describing these services

Item	Description	Unit Measure	Unit Price	Qty	Extended Price
Sub Total					
Tax Rate (%)					
TOTAL					

Reason Order was placed with successful vendor:

Lowest Price Quality Best Delivery Service Only Source Best Design