



**Spokane Public Schools**  
*excellence for everyone*

REQUEST FOR BIDS ON:

**LED REPLACEMENT LAMPS**

BIDS ACCEPTED UNTIL:

**2:00:00 P.M. PDT, THURSDAY, OCTOBER 6, 2016**

DATE: September 29, 2016

**BID NO.: 10-1617 SECTION I**

BUYER: Barb Carson

TELEPHONE NO.: 509-354-7186

Email: [barbca@spokaneschools.org](mailto:barbca@spokaneschools.org)

PRICES F.O.B.:

North Foothills Self Storage  
322 E. North Foothills Drive.  
Spokane, WA 99207

**Delivery: See Section IV Delivery Schedule**

**Anticipated award will be after Board  
Approval on OCTOBER 12, 2016**

**NOTE:** All Respondents must read and understand this request for solicitation in its entirety. There may be special instructions either in the terms and conditions or as an integral part of the solicitation document that will impact the Respondent's ability to perform. By signing, Respondent affirms having read the terms and conditions and specifications and agrees thereto and warrants that submittals supplied herein conform to specifications herein, except if otherwise stated in a special condition by Spokane Public Schools.

**BID COMPLETION:** Bids must be completed insofar as possible on the enclosed bid document and must include an original signature by an authorized representative. Please include bid identification and bid opening time and date on the envelope and return the completed and signed bid document sealed therein to Spokane Public Schools, Purchasing Department, 2815 East Garland Avenue, Spokane, WA 99207. Bids received at a location other than the Purchasing Department will not be accepted. Bids will be opened at the time and date designated above.

**SCOPE OF WORK:** Spokane Public Schools (SPS) is participating in Avista's Interior Commercial Lighting Incentive Program. It is the intent of SPS to replace T-8 Fluorescent Lamps district wide with energy efficient LED lighting. New LED Lamps provided are required to be compatible with existing T-8 Electronic Ballasts. The scope of work being the purchase and delivery of 75,000 LED lamps to the North Foothills Self Storage at the address noted above. Specific lamp selected will be a 4 Foot, T-8 14-Watt LED Lamp with 4,000 Color Temp. Removal and disposal of the old Fluorescent Lamps will be done by others.

**DELIVERY SCHEDULE:** Delivery is scheduled to begin within three weeks of award of bid and be completed within a fifteen-week period as follows:

- Delivery of 15,000 LED lamps to SPS' storage facility within three weeks of award of bid and 4 subsequent deliveries of 15,000 lamps each in three week intervals up to the total amount of 75,000 LED lamps. Deliveries will be as noted on Page 8 of this Bid Document or as mutually scheduled and coordinated between SPS and the awarded vendor.

**Vendor will be required to provide SPS with 24 hour notice prior to each delivery with a specific time of delivery in order to gain access to the storage facility.**

**VENDOR REQUIREMENTS:** Award vendor must have a current Washington state business license, local representation and have been in business no less than ten years.

## SECTION I

**STANDARD TERMS AND CONDITIONS**

1. **CHANGES OR WITHDRAWAL:** All changes and erasures must be made before solicitation opening time and initialed. Respondent may not withdraw after solicitation opening time or prior to the award of contract(s). No alteration in any of the terms, conditions, delivery, quality, quantities or specifications of this solicitation will be considered without prior written consent of Spokane Public Schools Business Services Director.
2. **ADDENDA:** All official clarifications or interpretations of the solicitation documents will be by written addenda. Clarification given in any other form will be informal and unofficial.
3. **ACCEPTANCE/REJECTION:** Spokane Public Schools reserves the right to accept or reject submittals on each item separately or as a whole, to reject any or all submittals, to waive informalities, and to contract in the best interests of Spokane Public Schools.
4. **RESPONSE PRICING:** All pricing shall be for new product F.O.B. destination. Prices submitted shall include all handling, packaging and delivery costs. There is no expressed or implied obligation by Spokane Public Schools to reimburse any firm or individual for any costs incurred in preparing or submitting bids.
5. **SAMPLES:** Spokane Public Schools is requiring that a four samples of LED lamp be submitted with all bids for test and evaluation purposes. Spokane Public Schools applies a process of test and evaluation designed to ensure essential quality depending on the intended use of product(s) within this request for bid. If samples are provided and Contractor requests they be returned after solicitation is awarded, Contractor is responsible for all costs and arrangements to return samples.
6. **DELIVERY:** For any exception to the delivery schedule as specified on any order resulting from this solicitation, Contractor shall give prior notification and obtain written approval thereto from the appropriate Buyer with respect to delivery. Time is of the essence and an awarded order is subject to termination for failure to deliver as specified and/or appropriate damages. The acceptance by Spokane Public Schools 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.
7. **PAYMENTS, CASH DISCOUNT, and LATE PAYMENT CHARGES:** Invoices will not be processed for payment nor will the period commence for computation of cash discount until receipt of a properly completed invoice or invoiced items are received, whichever is later. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized. All products are subject to inspection and acceptance by Spokane Public Schools personnel before final payment. At the sole discretion of Spokane Public Schools, partial payments may be made for partial deliveries.
8. **INVOICES/PACKING SLIPS:** All invoices shall be delivered to the accounts payable department, 200 North Bernard, Spokane, WA 99201. Spokane Public Schools shall provide payment within 30 days receipt of an approved, acceptable invoice providing services/goods have been received by Spokane Public Schools. Packing list(s) shall be enclosed with each and every shipment pursuant to any purchase order issued as a result of this solicitation, indicating the content therein. **Both invoices and packing slips shall indicate the awarding purchase order number as issued by Spokane Public Schools.**
9. **REJECTION:** All goods or materials purchased herein are subject to approval by Spokane Public Schools. Any rejection of goods or material resulting because of nonconformity to the terms and specifications of this order, whether held by Spokane Public Schools or returned, will be at Contractor's risk and expense.

SECTION I

10. IDENTIFICATION: All invoices, packing lists, each package, shipping notices, instruction manuals, and other written documents affecting this order shall contain the applicable purchase order number.

11. INFRINGEMENTS: Contractor agrees to protect and save harmless Spokane Public Schools 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, suits or proceedings.

12. WARRANTIES: Contractor warrants that articles supplied under this order conform to specifications herein and are fit for the purpose for which such goods are ordinarily employed, except that if a particular purpose is stated, the material must then be fit for that particular purpose.

13. ASSIGNMENTS: The provisions or moneys due under this contract shall only be assignable with prior written consent of the Chief Financial Officer.

14. TAXES: Unless otherwise indicated Spokane Public Schools agrees to pay all sales or use tax in accordance with the Washington State Department of Revenue Sales Tax Rules at the time of delivery. Note that Spokane Public Schools is a political subdivision of the State of Washington and is thereby exempt from federal excise tax  
QUOTED PRICES SHALL NOT INCLUDE TAXES.

15. 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.

16. 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.

17. SAVE HARMLESS: Contractor shall protect, indemnify, and save Spokane Public Schools harmless from and against any damage, cost or liability for any injuries to persons or property arising from acts or omissions of Contractor, his employees, agents or subcontractors howsoever caused.

18. TERMINATION: In the event of a breach by Contractor of any of the provisions of this contract, Spokane Public Schools reserves the right to cancel and terminate this contract forthwith upon giving oral notice followed up in writing, or written notice to Contractor. Contractor shall be liable for damages suffered by Spokane Public Schools resulting from Contractor's breach of contract.

19. NONDISCRIMINATION AND AFFIRMATIVE ACTION: In providing Spokane Public Schools with product and/or services, the Contractor assures compliance with Washington State and federal guidelines regarding nondiscrimination and harassment and agrees not to discriminate against or harass any client, employee or applicant for employment or services because of race, creed, color, national origin, gender, sex, marital status, age, sexual orientation, pregnancy or the presence of any sensory, mental or physical handicap with regard to, but not limited to, the following employment upgrading, demotion, or transfer, recruitment or recruitment advertising, lay-offs or termination, rates of pay or other forms of compensation, selection for training or rendition of services.

It is further understood that any Contractor who is in violation of this clause or an applicable Affirmative Action Program shall be barred forthwith from receiving awards of any purchase order from Spokane Public Schools unless a satisfactory showing is made that discriminatory practices or noncompliance with applicable Affirmative Action Programs have terminated and that a recurrence of such acts is unlikely.

SECTION I

20. ANTI-TRUST: Contractor and Spokane Public Schools recognize that in actual economic practice, overcharges resulting from anti-trust violations are in fact borne by Spokane Public Schools. Therefore, Contractor hereby assigns to Spokane Public Schools any and all claims for such overcharges.

21. DEFAULT: The Contractor covenants and agrees that in the event suit is instituted by Spokane Public Schools for any default on the part of the Contractor, and the Contractor is adjudged by a court of competent jurisdiction to be in default, he shall pay to Spokane Public Schools all cost, expenses expended or incurred by Spokane Public Schools 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 Spokane County.

22. TOBACCO/DRUG/WEAPON PROHIBITION: Spokane Public Schools' property is a tobacco free, drug free, and weapon free environment. Contractor personnel shall conform to this policy at all times while on Spokane Public Schools' premises.

23. CONFLICT OF INTEREST: Spokane Public Schools' officers and employees may not accept or receive, directly or indirectly, a personal financial benefit; or accept any gift, token, membership, or service, as a result of a Spokane Public Schools' purchase entered into, or anticipated in the future, from any person, firm, or corporation. Spokane Public Schools' employees within the course of their employment are prohibited from accepting any gratuity (including food or beverages) from a supplier of goods or services to Spokane Public Schools.

24. EMPLOYMENT PROHIBITION: In accordance with Title 28A RCW: Contractor shall prohibit any employee of contractor from working at a public school who has contact with children at the school during the course of his or her employment and who 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 9A.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 RCW 9A.64.030, or violation of similar laws of another jurisdiction. Any failure by contractor to comply with this section shall be grounds for Spokane Public Schools' immediate termination of this contract.

25. MINORITY OWNED AND WOMEN OWNED BUSINESS ENTERPRISES: Spokane Public Schools encourages the participation of Minority Owned and Women Owned Business Enterprises.

26. DEBARMENT: In providing Spokane Public Schools with products and/or services, Contractor certifies that they have not been suspended or are in any way excluded from Federal procurement actions by any Federal agency.

27. QUESTIONS: Questions regarding the solicitation or requests for additional information should be directed to the Purchasing Department prior to solicitation closing at (509) 354-7186 or [barbca@spokaneschools.org](mailto:barbca@spokaneschools.org).

**ADDITIONAL TERMS AND CONDITIONS**

1. **AWARD:** **This solicitation will be awarded on an all or none basis**, and may be awarded to the responsible respondent(s), as defined in RCW 39.26.160, submitting the lowest responsive submittal after evaluation by Spokane Public Schools of the services and/or products to be supplied. The right is reserved to cancel this solicitation in part or as a whole. Successful Respondents will be notified by Spokane Public Schools via fax, email or mail following evaluation and approval.
2. **FIRM PRICING:** It is anticipated that SPS may order an additional 25,000 or more LED lamps. For any additional orders placed, **Bid pricing shall remain firm through August 31, 2017.** If submittal must be limited to apply to a specific quantity only, please so qualify submittal by signed and dated attachment. If pricing cannot remain firm for the entire term of this contract, please indicate any anticipated price increases and the months they would be expected to take place. Evaluation will be determined according to "worst case scenario" when evaluating the overall semi-annual price of the response.
3. **DISCOUNTS:** Discount terms will be considered in determining the low submittal. The period will commence on the date on which the correctly completed invoices are received by the school district or when the product is received, whichever is later. If an adjustment or damage occurs on a shipment subject to cash discount, the discount will be applied on the date final approval for payment is authorized. **However, discounts less than 1 percent or discount periods less than 20 working days after receipt of items will not be considered as evaluation factors in the award of contracts.**
4. **PRICE DECREASES:** During the contract period, price decreases at manufacturer's and wholesaler's levels shall be passed on to the district dollar for dollar to the district retroactive to the date they were effective to the vendor.
5. **SHIPPING INSTRUCTIONS:** **If a Contractor fails to meet this delivery time frame after being awarded items from this solicitation, they risk being removed from future solicitations.** Absolutely no fuel or environmental surcharges, or any other surplus fees, are to be invoiced as a separate line item.  
  
F.O.B. North Foothills Self Storage located at 322 E. North Foothills Drive, Spokane, WA 99207 as scheduled and agreed upon between SPS and awarded Vendor.
6. **ASSOCIATIONS:** State or other member association contracts, where applicable and in compliance with RCW 39.34, will be considered as a bid for award purposes. Spokane Public Schools is a party to interlocal cooperative purchasing agreements with King County Directors Association (KCDA).
7. **COOPERATIVE PURCHASING:** Spokane Public Schools has entered into Interlocal Purchase Agreements with other governmental agencies pursuant to RCW 39.34. By initialing in Section III, Respondent agrees to sell additional items at the quoted price, terms and conditions to the other governmental agencies. Spokane Public Schools accepts no responsibility for the payment of the purchase by other agencies. Please note if minimum quantities apply to any of the purchases. Pricing provided by Respondent shall be held for a minimum of sixty days beyond the close of the solicitation for this purpose. Respondent's refusal will not preclude them from award. A list of Interlocal agreements can be found at: <http://www.spokaneschools.org/Page/2390>

**LED REPLACEMENT LAMPS**

**SIGNATURE PAGE**

**(Please return these fully executed pages. Failure to do so may disqualify your firm)**

**PART I: STATEMENT REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

We hereby certify that we have made a conscientious effort to comply with federal, state and local equal employment opportunity requirements in bidding this project and we will make the same efforts in fulfilling the requirements if awarded the Contract.

We further designate the following as the person who has been charged with the responsibility for securing compliance with and reporting progress on affirmative efforts.

Name: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

**PART II: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

In submitting the proposal to do the work as outlined in the Contract Specifications, we hereby certify that we have not been suspended or in any way are excluded from Federal procurement actions by any Federal agency. We fully understand that, if information contrary to this certification subsequently becomes available, such evidence may be grounds for non-award or nullification of the Contract.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Participant's responsibilities.

Signed: \_\_\_\_\_

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

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

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City State & Zip: \_\_\_\_\_

**PART III: COOPERATIVE PURCHASING (OPTIONAL)**

Respondent agrees to the Cooperative Purchasing in Section II. \_\_\_\_\_  
(Yes) (No)

**PART IV: BID SIGNATURE**

Bids are subject to all requirements furnished with this bid document. By signing this bid, Contractor affirms having read the terms and conditions and specifications and agrees thereto and warrants that bids supplied herein conform to specifications herein, except if otherwise stated in a special condition by Spokane Public Schools.

Receipt of addenda numbered \_\_\_\_\_ is hereby acknowledged \_\_\_\_\_  
(Fill in number of each addenda received) (Respondent's Initials)

Firm Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**Return Bid to:**  
**Purchasing Office**  
**2815 East Garland Ave**  
**Spokane, WA 99207**



**PLEASE RETURN THESE FULLY EXECUTED PAGES (Sections III and IV)**  
**FAILURE TO DO SO MAY DISQUALIFY YOUR FIRM.**

**LED REPLACEMENT LAMPS**  
**BID DOCUMENT**

Note: See Sections I and II for terms and conditions before quoting prices.

Item No.	Qty.	Item and Description	Unit Price	Total Price
1.	75,000	T-8 – 14 Watt LED Replacement Lamp 4 Foot – 4,000 Color Temp	\$_____	\$_____

**DELIVERY SCHEDULE:** Delivery shall consist of five (5) equal shipments/deliveries to be received as follows or as mutually agreed upon between SPS and awarded vendor:

<u>QUANTITY</u>	<u>REQUIRED DELIVERY DATE OR SOONER</u>
1. 15,000 Lamps	Week of November 7, 2016
2. 15,000 Lamps	Week of November 28, 2016
3. 15,000 Lamps	Week of Week of December 19, 2016
4. 15,000 Lamps	Week of January 9, 2017
5. 15,000 Lamps	Week of January 30, 2017

**Vendor will be required to provide SPS with 24 hour notice prior to each delivery with a specific time of delivery in order to gain access to the storage facility.**

Do not submit bid unless special delivery instructions are completely understood and are able to fully comply.

Delivery time schedules will be adhered to: \_\_\_\_\_ (bidder's initials)