



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

DATE: September 2016  
QUOTE NO.: 8674-1617  
SECTION I  
TELEPHONE NO.: 509 / 354-7127  
BUYER: PAM TATOSKY

REQUEST FOR QUOTATION ON:

**ELECTROLUX IMMERSION BLENDERS**

QUOTES ACCEPTED UNTIL:

4:00:00 p.m., PDT, Friday, September 16, 2016

PRICES F.O.B.:

Central Warehouse  
2815 East Garland Ave.  
Spokane, WA 99207

**STANDARD TERMS AND CONDITIONS**

**QUOTE COMPLETION:** Quotes must be completed insofar as possible on the enclosed quote document and must include an original signature by an authorized representative. Please complete quote, sign quote document, and return to **Spokane Public Schools, Purchasing Department, 2815 East Garland Avenue, Spokane, WA 99207-5899**. Quotes received at a location other than the Purchasing Department will not be accepted. (Note: Faxed copies of quotes cannot be accepted unless otherwise indicated in the attached specifications.) Quotes will be opened at the time and date designated above.

**QUOTATION:** Unless otherwise specified, all prices shall be for new products F.O.B. destination. Unless quote is designated **“all or none”**, respondent may quote on any or all items. **Tie-ins** will be considered where advantageous. Prices quoted shall include all handling and packaging costs. Prices quoted for equipment shall include cost in instruction and service manuals where appropriate. Those submitting quotes do so entirely at their own expense. There is no expressed or implied obligation by the District to reimburse any firm or individual for any costs incurred in preparing or submitting quotes.

**ALTERNATES:** The District often uses manufacturer's brands of model designations as a specification standard. In some cases, special brands are designated for compatibility with existing facilities or equipment; these items will be designated with **“Do Not Substitute”** and only the brand(s) listed will be considered. Brands of equal specification, quality, performance, and use will be considered on an **“or equal”** basis. Offerings of alternate quality or features may, at District's sole discretion, be considered on an **“alternate”** basis. All **“or equal”** quotes or **“alternate”** quotes must include complete description and/or descriptive literature with quote document.

**QUOTE CHANGES OR WITHDRAWAL:** All changes and erasures must be made before quote opening time and initialed. Respondent may not withdraw their quote after the quote due 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 the District Purchasing Director.

**ADDENDA TO THE QUOTE:** All official clarifications or interpretations of the quote documents will be by written addenda. Clarification given in any other form will be informal and unofficial.

**DELIVERY:** Required delivery dates are shown herein. Deliveries must be properly identified with packing list(s) or label(s) designating appropriate purchase order number(s). All products are subject to inspection and acceptance by District personnel before final payment. At sole discretion of the District, **partial payments** may be made for partial deliveries.

**ACCEPTANCE/REJECTION:** The District reserves the right to accept or reject quotes on each item separately or as a whole, to reject any or all quotes, to waive informalities, and to contract in the best interests of the District. Successful respondent shall enter into contract with the District within **ten** days from the date of purchase authorization from the District Board of Directors.

**SAMPLES:** In some cases samples will be requested to be furnished by respondent at no charge to the District to determine acceptability of an item. All samples with a value in excess of thirty dollars (\$30.00) will either be returned or purchased by the District. Respondent will be responsible for picking up such samples or arranging for their return.

**TAXES:** The District is not exempt from retail sales tax unless items ordered are food products purchased for human consumption.

**STATEMENT OF NON-DISCRIMINATION:** Spokane Public Schools complies with all federal and state laws and regulations and does not discriminate on the basis of race, color, religion, national origin, sex, age, disability, sexual orientation including gender identity, creed, Vietnam-era veteran or disabled veteran status. This holds true for all students who are interested in participating in educational programs and/or extracurricular school activities. Inquiries regarding compliance and/or grievance procedures may be directed to the school district's Title IX officer and/or Section 504/ADA coordinator. Title IX Officer, Steven Gering, (509) 354-7392 \* Section 504 Compliance Officer, Wendy Bleecker, (509) 354-7248 \* ADA Officer, Tennille Jeffries-Simmons, (509) 354-7291 \* Affirmative Action Officer, Ramon Alvarez (509) 354-7344\* 200 N. Bernard Street, Spokane, WA 99201-0201.

**EQUAL EMPLOYMENT:** Unless exempted by rules of the Secretary of Labor issued in appropriate sections of Executive Order 11246, as amended by 11375, the respondent agrees to supply the District a completed "Equal Employment Opportunity Compliance Certificate" if such is requested.

**MINORITY OWNED AND WOMEN OWNED BUSINESS ENTERPRISES:** The District encourages the participation of Minority Owned and Women Owned Business Enterprises in this Request for Quotation.

**EMPLOYMENT PROHIBITION:** In accordance with Title 28A RCW the contractor shall prohibit any employee of contractor from working at a public school who has contact with children at the public 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 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 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 the District's immediate termination of the contract.

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

**SAVE HARMLESS:** Respondent agrees to protect and save harmless the District against all claims, suits, or proceedings for patent, trademark, copyright, or franchise infringements.

**QUESTIONS:** Questions regarding quotes should be directed to the Purchasing Department, (509) 354-7174.

**NUTRITION SERVICES EQUIPMENT**  
**ADDITIONAL TERMS AND CONDITIONS**

**NOTE:** All respondents must read and understand this Request for Quotation in its entirety. There may be special instructions either in the terms and conditions or as an integral part of the quote document that will impact the respondent's ability to perform.

1. **SCOPE:** This bid is intended to establish pricing for the item listed on the Quotation Document so a one-time purchase can be made initially, and then pricing established for future purchases throughout the fiscal year without having to go out for competitive pricing (through 8/31/17).
2. **FOB SPOKANE SCHOOL SITES:** Most (but maybe not all) deliveries will be made to the district Warehouse, 2815 East Garland Ave, Spokane, WA 99207. All invoices for product awarded as a result of this quote shall be delivered to the accounting department, 200 North Bernard, Spokane, WA 99201. Payment terms are net 30. The 30 days begins upon receipt of the goods or a properly completed invoice, whichever is later. Quote prices shall include all costs associated with delivery.
3. **CONTRACT DEFAULT:** Your quote is subject to all terms and conditions as herein established in this quote request form and will include price, quality and delivery. Failure to provide items in accordance to the terms and conditions will constitute contract default, and, after due written notification, allows the Purchasing Department to declare the contract void and to purchase the merchandise on the open market. Any additional costs in procuring and distributing replacement product will be charged to the respondent.
4. **EVALUATION OF QUOTES:** The quote will be awarded to the lowest responsible respondent for this item. The lowest responsible respondent will be based on the price quoted and their ability to meet the delivery timelines. The product on this solicitation has gone through rigorous testing and is the only brand that the district has determined to procure.
5. **DAMAGE TO PROPERTY:** Each party shall be responsible to the other for damage caused by one party to the property owned by the other party. Each party shall be responsible to replace the damaged property to the satisfaction of the party who owned the property. Each party shall be responsible to protect buildings and grounds from damage and shall be responsible for cleaning up property used by that party.
6. **ASSIGNMENT/BINDING EFFECT:** Performance of any or all aspects of this quote may not be assigned without written authorization by Spokane Public Schools.
7. **WAIVER OF BREACH/DEFAULT:** No waiver of any breach of any term of this quote shall be construed, nor shall be, a waiver of any other breach of this quote. No waiver shall be binding unless it is in writing and signed by the party waiving the breach.

8. SEVERABILITY: If any provision of this quote is determined to be invalid or ultra vires under any applicable statute or rule of law, it is to that extent to be deemed omitted and the balance of the quote shall remain enforceable.
9. MANDATORY DISPUTE RESOLUTION PROCEDURE: In the event that a dispute shall arise regarding the terms, conditions, or breach of this quote, the parties shall, as a condition precedent to taking any action and as a condition precedent to seeking arbitration, mediate the dispute using the services of a mutually agreed upon independent mediator. Each party shall split the expenses of the mediator and the facility for the mediation. Each party shall otherwise pay its own expenses.
10. ATTORNEYS' FEES AND COSTS: In the event legal action becomes necessary to enforce or interpret the terms of this quote, the parties shall be required to mediate their dispute(s) prior to legal action being commenced. After mediation has occurred, the prevailing party in any legal action shall be entitled to recover reasonable attorneys' fees and costs incurred in such action, as determined by the court. In the event of any appeals from such actions, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred in such appeals and determined by the court(s). The term "costs" shall include, in addition to statutory costs and disbursements, all costs associated with discovery depositions, expert witness fees, and out-of-pocket costs incurred by the prevailing party in the prosecution or defense of the action. For the purpose of this paragraph, the term "action" shall be deemed to include any proceeding commenced in the bankruptcy courts of the United States.
11. GOVERNING LAW/VENUE: The terms of this quote shall be governed by the laws of the State of Washington. In the event that legal action is commenced to resolve a dispute arising out of this quote, the venue of such action shall be in Spokane County, Washington.
12. AUTHORITY TO SIGN AND OBLIGATE: The undersigned represent and warrant that they are authorized to enter into this quote on behalf of the parties.
13. PRICING: **The district reserves the right to purchase items from this quote through August 31, 2017 unless otherwise stated on vendor's submission. Prices offered shall be firm through this extended period.** If a minimum quantity is required for prices to remain firm August 31, 2017, bidder shall stipulate minimum quantity on their response submission. Furthermore, the district reserves the right to adjust quantities as it may be in the best interest of the district.
14. AUTHORIZED DEALER: Respondent must be an authorized factory dealer, have service experience with the offered equipment, and be able to provide factory authorized service at the various sites within the district.
15. TAXES: Quoted prices shall not include taxes.

16. MANUFACTURER'S PRICING DECREASES: Any decrease in price by a manufacturer shall be passed through in total, dollar for dollar, on the effective date of such decrease. The district also reserves the right to purchase from another vendor who is offering a lower price or to give the successful respondent the option to match the lower price. In the event that offered prices are based on established state or national competitive agreements where volumes dictate pricing, the intent of these agreements will be honored for subsequent orders. Furthermore, the district reserves the right to adjust quantities at any time during the contract period.
17. WARRANTIES: See Section III for required product warranties; respondents will supply the warranty terms for each individual unit of equipment. Each component must come with a written statement clearly showing who to call for warranty service and the date the warranty expires.
18. MANUALS: All manuals that will be supplied as part of this quote will be listed for each unit and included with the equipment at time of delivery. The district will require operator manuals for each unit ordered.
19. NEW EQUIPMENT ONLY: All equipment offered is to be new and current model equipment; used, reconditioned, or floor demonstration models will not be considered.
20. SAFETY REQUIREMENTS: All items furnished under this quote, where applicable, must comply with all OSHA, WISHA, UL Approval and any other safety requirements imposed by the District, State or Federal agency. Respondent further agrees to indemnify and hold harmless the District from all damages assessed against the District as a result of Respondent's failure to comply with the acts and the standards issued there under and for the failure of the items furnished under this order to so comply.
21. REFERENCES: If requested by the district, respondent shall furnish three or more local references of like scope, each with a contact name and phone number.
22. COMPLETENESS OF SYSTEMS: It is the vendor's responsibility to supply necessary and usual components, cabling, and operating manuals (when available) for all product offered, and these costs will be included in the quoted price. This excludes power outlets, extension cords, or other items not generally included as part of the system components.
23. ALTERNATIVE COOPERATIVE AGREEMENTS: State or other member association contracts, where applicable and in compliance with RCW 39.34, will be considered as a quote for award purposes. Spokane Public Schools is a party to an interlocal cooperative purchasing agreement with, among others, Washington State, King County Directors Association (KCDA) and US Communities.
24. INTERLOCAL AGREEMENTS WITH OTHER PUBLIC AGENCIES. Spokane Public Schools has entered into Interlocal Purchase Agreements with other governmental agencies pursuant to RCW 39.34. By initialing inquiry in Section IV (see Attachment B); vendor agrees to sell additional items at the bid price, terms and conditions to other governmental agencies (not agreeing to this term will not preclude your firm from award). Spokane Public Schools accepts no responsibility for the payment of the purchase price by other governmental agencies.

**NUTRITION SERVICES EQUIPMENT**  
**SPECIFICATIONS**

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

**EXACT SPECIFICATIONS**

Specify compliance with ✓ or indicate  
deviation (Must be filled in to qualify)

GENERAL: **Immersion Blender Package**  
**Electrolux Professional Model 603552**  
**Do not Substitute.**

- Bermixer (BMX450T55U-B3000), portable hand held, variable speed, handle grip, 22" cutter tube
- ½ HP, 450 W, 115v/60/1-ph, 4.1 amps
- NEMA 5-15P, CE, cETLus, ETL-Sanitation
- 1 year labor / 2 year parts warranty
- 653575 (BMXT45) Cutter tube, 18"
- 653578 (BMXRWSK) Reinforced whisk
- 653294 (B2SUP) Bowl Cradle
- 653292 (B2RAIL) Adjustable rail, for 15" – 26" container.

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**BID DOCUMENT**  
**NUTRITION SERVICES EQUIPMENT**

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

Note: See Terms and Conditions and Specifications before bidding prices. **All pricing is to include delivery as well as operator and/or service manuals as stipulated in Section II, Paragraph 18.**

Note: The following document is not only for the purchase of the quantity noted below, but also for establishing equipment price for the period through August 31, 2017. Purchases after the initial quantity stated will only be made on an as needed basis for this period.

<u>ITEM NO.</u>	<u>QTY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1.	23 ea	<b>Immersion Blender Package</b> <b><u>Electrolux Professional Model 603552</u></b> <b><u>Do not Substitute.</u></b>	\$ _____ Make & Model _____ Lead time needed _____	\$ _____

\*\*\*Complete Attachment A (Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion) and submit with response \_\_\_\_\_ (Initial)

It is understood that the district reserves the right to accept or reject quotes or to waive informalities and to contract in the best interest of the district. \_\_\_\_\_ (Initial)

Items listed on this bid are available to other Public Entities who have entered into an Interlocal Agreement with Spokane Public Schools with the same pricing, term and conditions of this quote. Yes \_\_\_\_\_ No \_\_\_\_\_ (Initial)  
(A "no" answer to this request will not disqualify your firm; this is an optional consent.)

Quotes are subject to all requirements furnished with this document. By signing, vendor affirms having read the terms and conditions and specifications and agrees thereto and warrants that quotes 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)

September 2016  
Quote No. 8674-1617  
Section IV

**BID DOCUMENT**  
**NUTRITION SERVICES EQUIPMENT**

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

The undersigned represents that the price quoted are neither directly nor indirectly the result of any agreement with any other vendor.



Spokane Public Schools  
*excellence for everyone*

RETURN BID TO:  
Purchasing Office  
2815 East Garland Ave.  
Spokane, WA 99207

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE NO. \_\_\_\_\_ FAX NO. \_\_\_\_\_

BY (Please Print): \_\_\_\_\_

TITLE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_



**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 quoting this project and we will make the same efforts in fulfilling the requirements if awarded the Contract.

We further designate:

Name\_\_\_\_\_

Title\_\_\_\_\_

Telephone Number\_\_\_\_\_

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

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

In submitting the Bid 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 \_\_\_\_\_

Title \_\_\_\_\_

Firm \_\_\_\_\_

Address \_\_\_\_\_

City & State \_\_\_\_\_

Date \_\_\_\_\_

**THIS FORM MUST BE COMPLETED AND SUBMITTED WITH BID DOCUMENTS**

**DISTRICTS WITH INTERLOCAL AGREEMENTS**

Central Valley School District	Liberty School District	Riverside School District
Cheney School District	Lind School District	Rosalia School District
Chewelah School District	Mary Walker School District	Royal School District
Clarkston School District	Mead School District	Soap Lake School District
Colfax School District	Medical Lake School District	Stanfield School District, Oregon
Colville School District	Methow Valley School District	South Kitsap School District
Culdesac Cooperative School District, Idaho	Newport School District	Sprague School District
Cusick School District	Nespelem School District	Sumner School District
Davenport School District	Nine Mile Falls School District	Tekoa School District
Deer Park School District	North Franklin School District	Umatilla School District, Oregon
East Valley School District	Northshore School District	Valley School District
Ephrata School District	Oakesdale School District	Vancouver School District
Finley School District	Odessa School District	Wahluke School District
Freeman School District	Orient School District	Waitsburg School District
Grandview School District	Othello School District	Walla Walla School District
Harrington School District	Pasco School District	Warden School District
Keller School District	Pateros School District	Wellpinit School District
Kettle Falls School District	Prescott School District	West Valley School District
Kiona-Benton City School District	Pullman School District	Wilbur School District
	Reardan-Edwall School District	Wilson Creek School District