



DATE: June 10, 2020

QUOTE NO.: 8721-1920

SECTION I

BUYER: Cathy Calhoon

TELEPHONE: 509-354-7185

FAX: 509-354-7183

Email: CathyCa@spokaneschools.org

REQUEST FOR QUOTES ON:

NITRILE GLOVES ANNUAL

QUOTES ACCEPTED UNTIL:

2:00:00 P.M. PDT, Friday, June 18, 2020

PRICES F.O.B.:

CENTRAL WAREHOUSE

2815 East Garland Ave.

Spokane, WA 99207

Delivery: See Section IV Delivery Schedule.

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.

QUOTATION COMPLETION: Quotes must be completed insofar as possible on the enclosed quote document and must include signature by an authorized representative. Return fully executed Sections III and IV of quote document to: Spokane Public Schools, Purchasing Department, 2815 East Garland Avenue, Spokane, WA 99207 5899 by mail or fax or email listed above. Quotes received at a location other than the Purchasing Department will not be accepted.

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 Purchasing 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:** Unless otherwise specified, all prices shall be for new products F.O.B. destination. Unless solicitation 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 and instruction and service manuals where appropriate. 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 quotes.

5. ACCEPTABLE BRANDS & ALTERNATES: The Spokane Public Schools 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. Brands of equal specification, quality, performance, and use will be considered on an "or approved equal" basis. Offerings of alternate quality or features may, at Spokane Public School's sole discretion, be considered on an "alternate" basis. **All "or approved equal" products or "alternate" products must include samples, along with descriptive literature as is available, with submittal if possible but must be received by Spokane Public Schools' Purchasing Department prior to close of solicitation.** 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. Brands of equal quality, performance, and use shall be considered at Spokane Public Schools' discretion. Any Contractor submittal 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 submittal. This does not apply if "DO NOT SUBSTITUTE" is indicated by the stated make and model.

6. TEST AND EVALUATION: Spokane Public Schools applies a process of test and evaluation designed to ensure essential quality depending on the intended use of various products within this request for solicitation. Those products identified with the statement "Do Not Substitute" have been judged acceptable and best meet the needs of established or anticipated programs. Spokane Public Schools continually investigates new or additional products and invites Respondents to make these products available for evaluation and possible addition to future "Do Not Substitute" listings of approved brands. The decision by Spokane Public Schools regarding adding to future "Do Not Substitute" listings of approved brands shall be final.

7. RECYCLED MATERIALS: Spokane Public Schools encourages respondents to offer recycled products whenever they meet specifications and performance expectations. If recycled products are quoted, they should be identified as such and indicate the percentage of post-consumer waste that product contains.

- a. Respondents shall certify the percentage of recycled content, including post-consumer waste, in products quoted as recycled. Certification shall be in the form of a product label or a Contractor statement attached to the submittal.
- b. Recycled product quotes shall be accompanied by a representative sample for test and evaluation relative to this solicitation as well as for consideration in future purchases.

8. DELIVERY: For any exception to the delivery date 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.

9. 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 sole discretion of Spokane Public Schools, partial payments may be made for partial deliveries.

10. INVOICES/PACKING SLIPS: All invoices shall be delivered to the accounting 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.**

11. 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.

12. 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.

13. 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.

14. 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.

15. ASSIGNMENTS: The provisions or moneys due under this contract shall only be assignable with prior written consent of the Executive Director of Finance.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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 including gender identity, Vietnam-era veteran or disabled veteran status, 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

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

28. 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.

29. QUESTIONS: Questions regarding the solicitation or requests for additional information should be directed to the Purchasing Department prior to one week before solicitation closing using the "Ask Question" link at the Public Purchase website <http://www.publicpurchase.com/gems/sd81,wa/buyer/public/home> or to (509) 354-7185 or CathyCa@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:** **Quoted prices shall remain firm for one (1) year after award, or until last delivery date listed in Section IV, whichever date is latest.** 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 INCREASES:** In the event of unusual circumstances such as changes in local, state or federal taxes, laws, specifications, regulations, or certain expenses that could not have been foreseen or budgeted in the original quote, which cause the Contractor's costs to hereunder increase, then the parties shall determine a reasonable and just amount to cover such documented increase. Price adjustments may be taken into consideration by the Purchasing Department when determining whether to extend this contract purchase order. Price increases will not be considered without supporting documentation sufficient to justify the requested increase. Documentation must be based on published indices such as the Consumer Price Index and/or the result of unforeseen increases after contract commencement date. Price adjustments shall be at the sole discretion of SPS and if granted, shall not produce a higher profit margin for the contractor than that established by the original contract pricing. Any price increase granted by SPS shall remain firm for the fiscal year period thereafter (September 1 through August 31), and no request for additional adjustments in price will be considered during the balance of that fiscal year. Under no circumstances shall any cost increase be applied retroactively. Contractor shall not make extensions contingent upon price adjustments.
5. **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.
6. **PRODUCT LABELING & QUALITY:** All products awarded as a result of this solicitation shall be delivered clearly labeled with the specified manufacturer's name and product number as indicated on the solicitation response document(s). Items received with generic, non-specific wrapping will be returned at Contractor's expense. Products received after award, which do not possess quality levels consistent with good workmanship or performance standards shall be removed and replaced at Contractor expense.

7. **SHIPPING INSTRUCTIONS:** Respondents must note that delivery is required as soon as possible but not later than **as noted in Section I.** 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. It is the intention that all product be delivered as full cases and on pallets if case quantity total ten or more to facilitate off loading and handling by Spokane Public Schools. Indicate in the Response Documents any case packing variations from Section IV specifications or, if case packing is not specified, provide whenever appropriate.

F.O.B. destination is Central Warehouse
2815 East Garland Avenue
Spokane, WA 99207

Delivery hours: 7:30AM through 2:30PM
Notify Central Warehouse 48 hours in advance
of delivery at 509- 354-7173

8. **ASSOCIATIONS:** 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 interlocal cooperative purchasing agreements with King County Directors Association (KCDA).

9. **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>

NITRILE GOVES**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: BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

In accordance with federal regulations, contractor must submit certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by this amendment. Each must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award.

By signature below, our firm certifies that it is in full compliance of the Byrd Anti-Lobbying Amendment and further certifies that they do not contract with other firms or individuals who are in violation of this Amendment.

Signed: _____

Printed Name: _____ Title: _____

Firm: _____

PART III: COOPERATIVE PURCHASING (OPTIONAL)

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

PART IV: QUOTE SIGNATURE

Quotes are subject to all requirements furnished with this quote document. By signing this quote, Contractor 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) (Respondent's Initials)

Firm Name: _____

Authorized Signature: _____ Date: _____

Printed Name: _____

Title: _____

Address: _____

Email: _____

Phone: _____ Fax: _____

Return Quote 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.

SPOKANE PUBLIC SCHOOL DISTRICT 81 QUOTE 8721-1920 NITRILE GLOVES - ANNUAL PURCHASE								OPENING / DUE DATE Friday, June 19, 2020 QUOTES MUST BE RECEIVED PRIOR TO: 2:00:00 PDT	
Line Item	Qty	Units	ID#	Type	Description	Size/Color	Item Info	Acceptable Brands	Special Requirements
1	1500	BOX	6G3051	GLOVE	NITRILE EXAM / PREP, FOOD QUALITY, POWDER FREE AMBIDEXTROUS. WHITE OR BLUE ONLY	SMALL	100/BOX	AMMEX, AURELIA, DAXWELL, TRONEX 9250, TRADEX/AMBITEX	DO NOT SUBSTITUTE MUST STIPULATE "LATEX FREE , MEDICAL EXAM AND FOOD QUALITY" ON PACKAGING AND/OR ON SUPPORTING DOCUMENTATION.
2	9000	BOX	6G3052	GLOVE		MEDIUM	MUST BE LATEX FREE, FOOD QUALITY AND MEDICAL EXAM GRADE		
3	5400	BOX	6G3053	GLOVE		LARGE			
4	2400	BOX	6G3054	GLOVE		X-LARGE			

Enter Response				DELIVERY SCHEDULE Week of:				
VENDOR:								
CONTACT:								
Brand / Model No.	Unit Price	Total Price	Comments	08/10/20	09/14/20	12/07/20	02/21/21	04/25/21
					600	600	300	
				1800	1800	1800	1800	1800
				600	1200	1200	1200	1200
					600	600	600	600

TOTAL \$	-	NOTE: Delivery dates and amounts maybe be slightly
TOTAL WITH TAX \$	-	altered as needed