



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

REQUEST FOR BIDS ON:

**Core Texts Mod 3 of Great Minds**  
**Wit & Wisdom Curriculum**

BIDS ACCEPTED UNTIL:

**2:30:00 P.M. PST, Tuesday, November 28, 2023**

DATE: **November 15, 2023**

**BID NO.: 8-2324**

**SECTION I**

BUYER: James "JJ" Johnson

TELEPHONE NO.: 509-354-7189

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

PRICES F.O.B.:

CENTRAL WAREHOUSE

2815 East Garland Ave.

Spokane, WA 99207

**Delivery is requested as soon as possible, but will be expected no later than January 8, 2024, unless noted otherwise in the solicitation.**

**Award does not require additional Board Approval, award will be on December 1, 2023**

**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 envelope and return white copy of the completed and signed bid document sealed therein to Spokane Public Schools, Purchasing Department, 2815 East Garland Avenue, Spokane, WA 99207 5899.** Bids received at a location other than the Purchasing Department will not be accepted. (Note: Faxed copies of bids cannot be accepted unless otherwise indicated in the attached specifications.) Bids will be opened at the time and date designated above.

**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. 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. TEST AND EVALUATION: Spokane Public Schools applies an Adoption process of test and evaluation designed to ensure essential quality depending on the intended use of various published curriculum. The curriculum has been approved by the Board of Directors, therefore all products should be considered as identified with the statement "Do Not Substitute". However, Spokane Public Schools may consider additional ISBN if the requested ISBN should be unattainable and invites Respondents to make these Alternate ISBN's available for evaluation and possible addition to future "Do Not Substitute" listings of approved ISBN. The decision by Spokane Public Schools regarding adding to future "Do Not Substitute" listings of approved ISBN shall be final.

6. ACCEPTABLE ALTERNATE ISBN: Offerings of alternate ISBN may, at Spokane Public School's sole discretion, be considered on an "alternate" basis. Any samples provided and Supplier requests they be returned after solicitation is awarded, Supplier is responsible for all costs and arrangements to return samples. Any Supplier's submittal containing an alternate ISBN must be represented as an alternate and not as an equal, and failure to do so shall be sufficient reason to disregard the submittal.

7. DELIVERY: For any exception to the delivery date as specified on any order resulting from this solicitation, Supplier 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 Supplier.

8. 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.

9. 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.**

10. 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 Supplier's risk and expense.

11. 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.

12. INFRINGEMENTS: Supplier 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.

13. **WARRANTIES:** Supplier 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.

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

15. **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.**

16. **LIENS, CLAIMS AND ENCUMBRANCES:** Supplier warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.

17. **RISK OF LOSS:** Regardless of FOB point, Supplier 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 Supplier from any obligation hereunder.

18. **SAVE HARMLESS:** Supplier 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 Supplier, his employees, agents or subcontractors howsoever caused.

19. **TERMINATION:** In the event of a breach by Supplier 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 Supplier. Supplier shall be liable for damages suffered by Spokane Public Schools resulting from Supplier's breach of contract.

20. **NONDISCRIMINATION AND AFFIRMATIVE ACTION:** In providing Spokane Public Schools with product and/or services, the Supplier 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 Supplier 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.

21. **ANTI-TRUST:** Supplier 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, Supplier hereby assigns to Spokane Public Schools any and all claims for such overcharges.

22. **DEFAULT:** The Supplier covenants and agrees that in the event suit is instituted by Spokane Public Schools for any default on the part of the Supplier, and the Supplier 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 Supplier 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.

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

24. 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.

25. EMPLOYMENT PROHIBITION: In accordance with Title 28A RCW: Supplier shall prohibit any employee of Supplier 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 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 Supplier to comply with this section shall be grounds for Spokane Public Schools' immediate termination of this contract.

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

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

28. 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) 354-7189 or [JamesJ@spokaneschools.org](mailto:JamesJ@spokaneschools.org).

### ADDITIONAL TERMS AND CONDITIONS

1. **AWARD:** This solicitation will be awarded on a line by line 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. **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.
  
3. **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 Supplier'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 Supplier expense.
  
4. **PROPRIETARY INFORMATION:** In the event any proposer shall include in the proposal any information deemed "proprietary" or "protected," such information shall be separately packaged from the balance of the proposal and clearly marked as to any proprietary claim. The District discourages the submission of such information and undertakes to provide no more than reasonable efforts to protect the proprietary nature of such information. The District, as a public entity, cannot and does not warrant that proprietary information will not be disclosed. The District shall have the right to use any and all information included in the proposals submitted unless the information is expressly restricted by the proposer.
  
5. **SHIPPING INSTRUCTIONS:** **Respondents must note that delivery is required as soon as possible but not later than as noted in Section I. If a Supplier 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 to be delivered** on pallets if case quantity total ten or more to facilitate off loading and handling by Spokane Public Schools.

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

Warehouse will be closed the following dates:  
December 25-27, 2023, January 1-2, 2024 and January 15, 2024

**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, Supplier 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 IV: BID SIGNATURE**

Bids are subject to all requirements furnished with this bid document. By signing this bid, Supplier 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.**

## K-5 ELA Wit & Wisdom Adoption - Core Texts Mod 3

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