

REQUEST FOR QUOTATION

Glass: Provide and Install

QUOTE NO.: 266-07-02-Q
DUE DATE: February 27, 2007
2:00 P.M.

CENTRAL VALLEY SCHOOL DISTRICT #356
Purchasing Department
19307 E. Cataldo Avenue
Spokane Valley, Washington 99016

Purchasing Manager: Darren King, C.P.M.
E-Mail: dking@cvsd.org Web Site: www.cvsd.org/purchasing
Phone: (509) 228-5476
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RELEASE DATE: February 20, 2007

SEE QUOTE AND PROJECT DATES FOR MANDATORY PRE-QUOTE MEETING

**MAINTENANCE SUPERVISOR:
TIM BYUS**

Office: (509) 228-5480
Cell (24/7): (509) 994-4647

CENTRAL VALLEY SCHOOL DISTRICT NO. 356
Purchasing Department
East 19307 Cataldo
Spokane Valley, WA 99016

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SUMMARY OF WORK (section II)

Central Valley School District No. 356 is soliciting quotations for:

GLASS: Provide and Install

If your company is interested in providing a quote, please read the following information carefully and return as directed on the Quote Proposal NO LATER THAN the quote due date listed below.

1. QUOTE AND PROJECT DATES

PRE-QUOTE MEETING: None	TIME	LOCATION
DUE DATE: February 27, 2007	TIME 2:00 P.M.	LOCATION VIA FAX: See Quote Proposal in Section IX
ANTICIPATED AWARD DATE: February 28, 2007		
START DATE: March 1, 2007		
COMPLETION DATE: December 1, 2009		

2. DESCRIPTION OF WORK

Provide all labor, materials, tools, services, and transportation which are required to complete all work as specified and indicated in the following pages.

In general, the work includes, but is not necessarily limited to:

- In general, this project involves all labor, materials, and equipment to provide and install flat glass throughout the district on an on-call basis.
- One-year guarantee of work.

3. VERIFY DIMENSIONS AND CONDITIONS

It is essential that Quoters visit the work site to verify dimensions and conditions so that the quote price will cover all work necessary to provide the completed project.

4. FEES AND PERMITS

Contractor shall be responsible for obtaining construction permits or other permits as required for this project.

5. CODES AND STANDARDS

All local, municipal and state laws, rules and regulations governing or relating to any portion of this work are hereby incorporated into and made a part of these specifications.

6. PROTECTION AND CLEAN-UP

- A. The Contractor shall at all times keep the premises free of waste materials, rubbish, tools, and equipment.
- B. The Contractor shall be responsible to protect buildings, persons and grounds from damage.
- C. The Contractor shall have a person-in-charge at all times when work is being performed.

7. PROJECT ESTIMATE

- A. By definition, the District estimates the cost of a project to be less than \$75,000 for all work published as a Request for Quotation. Work costing \$75,000 and higher must go through a formal bid process and a Request for Proposal will be published instead of a Request for Quotation. If a Request for Quotation is published and quotes are over \$75,000 the District may reject all quotations and either make changes to the Request for Quotation and re-publish, publish as a Request for Proposal, or cancel the project.

END OF SECTION II

TERMS AND CONDITIONS (section III)

1. THE OWNER

Whenever the term "Owner" is used in the documents, it refers to Central Valley School District No. 356, Spokane Valley, Washington.

2. THE OWNER'S CORRESPONDENT

When required to correspond with the Owner, all such correspondence shall be addressed to Darren King, Purchasing, Central Valley School District, East 19307 Cataldo, Spokane Valley, WA. 99016.

3. THE CONTRACTOR/QUOTER

Whenever the term "Contractor" or "Quoter" is used in the documents, it refers to the Contractor or the Contractor's agents as submitted on the Quote Proposal form.



4. ACCEPTANCE/REJECTION

District No. 356 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 as outlined in "AWARDS". Successful Quoter shall enter into contract with the District within ten (10) days from date of purchase authorization from the District No. 356 Board of Directors.

5. ACCOMMODATIONS FOR THE DISABLED

Individuals with disabilities who may need accommodation to participate in site visitation, the pre-quote conference or the public quote opening meeting should contact the office of the Director of Auxiliary Services NO LATER THAN three (3) days before the scheduled pre-quote meetings or quote opening so that arrangements for the accommodation can be made.

6. ADDENDUMS

Should Central Valley School District consider it necessary to revise any part of this document, an amendment will be made available to all interested parties registered with the Purchasing Department. If a mandatory pre-quotation meetings is held, the addendum may only be sent to those who attended. All official clarifications or interpretations of the proposal documents will be by written addenda. Clarification given in any other form will be informal and unofficial. Check the Purchasing website at www.cvsd.org/purchasing under the Quotes section to check on any published addendums prior to submitting a quotation. The sole responsibility for obtaining and learning of Addendum belongs to the Bidder. The District accepts no responsibility or liability and will provide no accommodation to Bidders who fail to check for addendums and submit inadequate or incorrect responses.

7. ALTERNATES

The District often uses manufacturer's brands or 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 equal" basis; however, the District reserves the sole right in determining "equals". Offerings of alternate quality of features will, at District 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.

8. ANTI-DISCRIMINATION

The vendor agrees not to discriminate against any client, employee, or applicant for employment or for services because of race, creed, color, national origin, sex, or age with regard to, but not limited to, the following: Employment upgrading, demolition or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; rendition of services. It is further understood that any vendor who is in violation of this clause shall be barred forthwith from receiving awards of any purchase order from the District, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.

9. ASBESTOS

Do not quote any asbestos containing materials. Successful Quoter shall submit a statement that all materials, including adhesives, installed in association with this project are asbestos free. In compliance with the Asbestos Hazard Emergency Response Act enacted in 1986 and implemented by the Central Valley School District ("District") in 1989, the District is required to notify people who perform work in the District's buildings about the availability of the District's Asbestos Management Plan. The District will require the successful Quoter to review the Asbestos Management Plan before working in the District's facilities. The successful Quoter must obtain a notice from Dave Jackman, Director of Auxiliary Services, to post at the work site(s) before any work proceeds with the project. The successful Quoter must contact Deirdre Fitzgerald at SCAPCA prior to any remodel, renovation or demolition project at (509) 477-4727 ext. 108 or Deb LaCombe at ext. 120 for a complete package. Information is also available at <http://www.scapca.org/asbestos.asp>.

10. ASSIGNMENTS

This contract shall not be assignable in whole or in part without written consent of the District. It is the policy of the Central Valley School District to withhold consent from proposed assignments, subcontracts, or novation when such transfer of responsibility would operate to decrease the School District's likelihood of receiving performance on the contract.

The School District does not normally object to the granting of assignments for financial purposes provided that the original Proposer retains all of its responsibilities and obligations under the contract. In the event of any assignment hereunder to which the School District has consented, each such assignment shall contain a provision that further assignments shall not be made to any third or subsequent party without additional written consent of the School District.

11. AWARDS

The Vendor providing the acceptable quote will be notified by the District Purchasing Office via mail.

The District reserves the right to reject any and all quotes, to waive any and all informalities and the right to disregard all nonconforming, non-responsive, or conditional quotes. The District seeks qualified Vendors. Award of the contract will be made on the basis of quote price and other factors such as:

- a. the ability, capacity, and skill of the Quoter to provide the service and/or materials required;
- b. the character, integrity, reputation, judgment, experience, and efficiency of the Vendor;
- c. whether the Vendor can supply the materials and/or services within the time specified;
- d. the quality of performance of previous materials and/or services; and,
- e. the previous and existing compliance by the Vendor with laws relating to the contract or services.

In evaluating quotes, the District shall also consider whether or not the quotes comply with the prescribed requirements and unit prices, if requested in the quote forms.

The District may conduct investigations as it deems necessary to assist in the evaluation of any quote and to establish the responsibility, qualifications, and financial ability of the Vendor to supply materials and/or services to the District's satisfaction within the prescribed time.

The District reserves the right to reject the quote of any Vendor who does not pass any such evaluation to the District's satisfaction. If the Contract is to be awarded, the District will give the successful Quoter a Notice of Award within thirty (30) days after the day of the quote opening.

12. QUOTE CHANGES OR WITHDRAWAL

All changes and erasures must be made before the quote due by date and time as indicated above, and initialed. Quoter may not withdraw his/her quote after the quote opening nor 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 District consent.

13. QUOTE COMPLETION

Quotes must be completed insofar as possible on the enclosed quote proposal page and signed by an authorized representative of the Vendor. Please include quote identification and quote due/opening time and date on your envelope. Return one copy of the completed and signed Quote Proposal, sealed therein, to the District Purchasing Office at the above address. Quotes will be opened at the time and date designated above.

14. QUOTATIONS

Unless otherwise specified, all prices shall be for new merchandise, F.O.B. destination, with shipping prepaid and included in the price of the quote. Prices quoted shall include all handling and packaging costs. Prices quoted for equipment shall include cost of instruction and service manuals where appropriate.

15. BONDS

Bid Bond: N/A

Labor and Material Bonds: N/A

16. CONTRACT COMPLETION

A penalty of \$25.00 per day will be assessed on the contractor for failure to complete the contract by the contract completion date.

17. CRIMES AGAINST CHILDREN

The contractor shall prohibit any employee of the contractor, including subcontractors, from working at a public school who has contact with children at said school during the course of his or her employment and who has plead guilty to or been convicted of any felony crime involving the physical neglect of a child under RCW 9A.42, the physical injury or death of a child under RCW 9A.32 or 9A.36 (except motor vehicle violations under RCW 46.61), sexual exploitation of a child under RCW 9.68, several offenses under RCW 9A.44 where a minor is the victim, promoting prostitution of a minor under RCW 9A.88, the sale or purchase of a minor child under RCW 9A.64.030, or violation of similar laws of another jurisdiction. Any failure to comply with this section shall be grounds for the District to immediately terminate the contract.

18. DELIVERY

Included. See Special Instructions in Section IV.

19. EQUAL EMPLOYMENT

Unless exempted by rules of the Secretary of Labor and issued to appropriate sections of Executive Order 11246, as amended by 11375, the Quoter agrees to supply Central Valley School District No. 356 a completed "**Equal Employment Opportunity Compliance Certificate**" if such is requested.

20. INSURANCE

The Contractor must meet the following insurance requirements:

1. Limits of general liability insurance of at least \$1,000,000 per occurrence;
2. \$1,000,000 aggregate, Combined Single Limit;
3. Automobile liability of at least \$1,000,000 per accident CSL; and
4. The ability to name the District as an additional named insured, after the award of the quote. Liability insurance shall be for the full duration of contract and shall protect the Contractor and the Owner, their agents, representatives, and employees from claims that may arise out of, or result from, the Contractor's operations on this project. Required insurance shall be primary and non-contributing to any insurance possessed or procured by the Owner. Any deductible provision in liability policy shall be the responsibility of the Contractor. Requirements for Contractor's insurance shall apply to the work of the prime contractor and all subcontractors. The contractor shall have Workers' Compensation Insurance and be current on their payments. Proof of insurance, license & bonding shall be submitted in writing to the school district purchasing office at East 19307 Cataldo, Spokane Valley WA 99016.

21. JURISDICTION

This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof, shall be instituted and maintained and venue shall be only in the courts of competent jurisdiction in Spokane County, Washington.

22. LAW COMPLIANCE

Quoter 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 Quoter shall indemnify and save harmless the District for any claim liability or expense by reason of the failure of the Quoter or any of his/her subcontractors to comply with such laws, orders, rules, regulations, or ordinances.

23. MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES

Central Valley School District No. 356 encourages the participation of minority-owned and women-owned Business Enterprises in this Quotation Request.

24. PAYMENT TERMS

Payment will be made by submitting an itemized invoice to the Accounts Payable Department at the district office. Each invoice must have attached the signature of the head custodian on a detailed work order (invoice or other detailed document specifying the work completed) accepting the work after their final inspection.

25. PRE-QUOTE MEETING

N/A

26. PREMIUM PAYMENT VERIFICATION – DEPT. OF LABOR AND INDUSTRIES

It is the responsibility of the General Contractor to ensure Washington Department of Labor and Industries premiums are paid for both the General Contractor and all sub-contractors under this contract. Unpaid premium payments are therefore the General Contractor's responsibility, not the Owner's. Outlined below are the responsibilities of the General Contractor in an effort to ensure all premium payments are in good standing prior to submitting a quote through the term of this contract, including final payment. Premium payment status is considered current as listed on the L&I website <https://fortress.wa.gov/lni/crpsi/>. No other sources will be accepted for verification if the contractor has industrial insurance with WA Dept. of L&I. L&I take full responsibility for the accuracy of the data on their website.

QUOTE DOCUMENT

- The quoter shall include with his/her quote a completed L&I Premium Status – General and Sub-Contractors form (see the form for more information) included in this document. The Owner has the right to declare a general contractor quoter not responsible and/or its quote non-responsive if it fails to include within its quote the print-offs required or if any of its subcontractors are not current with L&I premium payments according to the L&I website as of the quote opening date or any day prior to award.

PRIOR TO AWARD OF CONTRACT

- The General Contractor shall notify all sub-contractors in writing that, at the Owner's request, the General Contractor shall provide an alternate sub-contractor for any sub-contractor who is not current in premium payments to L&I after the award of the contract and prior to contracting.
- For sub-contractors which are not current in premium payments to L&I and at the Owner's request for substitution, if the General Contractor fails to submit an alternate sub-contractor who is current within four business days the Owner may deem the General Contractor's quote as non-responsive and/or irresponsible.

DURING COURSE OF CONTRACT

- The General Contractor shall notify all sub-contractors in writing that, at the Owner's request, the General Contractor shall provide an alternate sub-contractor for any sub-contractor who is not current in premium payments to L&I during the contract period.

- The General Contractor is required to submit to the Owner not less than once annually measured from the quote-submission deadline, to forward to the Owner print-offs from the L&I website (or electronically as a .pdf file to the Purchasing Agent's e-mail address) showing the General Contractor and each of its sub-contractors is then current in L&I premium obligations.
- For sub-contractors which are not current in premium payments to L&I and at the Owner's request, if the General Contractor fails to submit an alternate sub-contractor who is current within a reasonable amount of time (as defined by the Owner based on the type of work, length of project, etc.) the Owner may deem the General Contractor to be in material breach of the Contract for Construction.

COMPLETION OF CONTRACT

- The Owner may withhold retainage and/or final payment until the General Contractor submits a release and hold harmless covering itself and all subcontractors relative to L&I premium obligations. All signatures from the General and Sub-Contractors must be on the same form.

27. PREPARATION COSTS

Costs incurred by Bidders in preparation of their proposal, including travel and personal expenses, may not be charged as an expense of performing the contract. Central Valley School District shall not pay for costs incurred for proposal or contract preparation as a result of termination of this RFP or termination of the contract resulting from this RFP.

28. PREVAILING WAGES

The law requires that contractors and sub-contractors on public works contracts and all public building and services maintenance contracts pay workmen not less than the prevailing wage (RCW 39.12.020). The Prevailing Wage rates are available at <http://www.lni.wa.gov/prevailingwage/> on the web if you need to determine the minimum rate you must pay your employees for work on this contract. To insure this, the District will require that all contractors and sub-contractors submit Affidavits of Intent to Pay Prevailing Wages and Affidavits of Actual Wages Paid to the District. The District will pay the filing fee for the affidavits. The District will mail the Department of Labor and Industries the form along with the filing fee.

29. PROPOSALS DISCLOSURE

All proposals and other material submitted become the property of the Central Valley School District and may be returned only at Central Valley School District's option. Central Valley School District reserves the right to use any ideas presented in response to the RFQ. Public records are open to reasonable inspection by the public.

30. PROPOSER'S CERTIFICATION

By signature on their proposal, Proposers certify that; they have read this Request For Quotation; are authorized to bind the Proposer; agree to furnish the requested supplies, equipment or services in accordance with this RFQ.

31. PROTECTION OF MATERIALS AND EQUIPMENT

The Contractor shall be held responsible for any and all materials and equipment to be installed under this Contract and will be required to make good at his own cost any injury or damage which said materials or equipment may sustain from any source or cause whatsoever before final acceptance thereof.

32. QUESTIONS

All questions must be in writing and directed to the issuing office. The interested party must confirm telephone conversations in writing. There are generally two types of questions. One involves directing the questioner to the specific section of the RFQ where the answer may be found. The second type of question involves clarifying or interpreting parts of the RFQ. Responses to these questions are provided to all potential Bidders by written addenda. Questions regarding quotes or requests for additional quote packets should be directed to Darren King, Purchasing Agent, (509) 228-5476.

33. REQUIRED LICENSES

The business shall have a current Washington State business license in good standing to be considered for this work.

34. REQUIRED REVIEW

Proposers shall carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defect and questionable or objectionable material must be made in writing and received by the purchasing agent at least five (5) days prior to the deadline for receipt of quotation. This will allow for issuance of any necessary amendments/addendums. It will also help prevent the opening of a defective solicitation and exposure of vendors quotations upon which award could not be made. Protests based upon any omission error, or the content of the solicitation will be disallowed if not made in writing at least five (5) days prior to the deadline for receipt of quotation.

35. SAVE HARMLESS

Quoter agrees to protect and save harmless District No. 356 against all claims, suits, or proceeding for patent, trademark, copyright or franchise infringements and against any damage cost or liability for any injuries to persons or property arising from acts or omissions of the Quoter or his/her agents, any of which result from the purchase of goods or services from his/her Quote.

36. TERMINATION

The District requires the Contractor to prohibit any of its employees who have ever been convicted of or plead guilty to any of the child-related felonies from working where s/he would have contact with public school children. Any failure to comply with this section (Washington State RCW 28A.400.330) shall be grounds for the District to immediately terminate the contract. Contractor handling District business shall have a complete record check, including a fingerprint check through the Washington State Patrol and the Federal Bureau of Investigation, for any new employee who, in the course of the contract, may "have regularly scheduled unsupervised access to children". Failure to comply shall be grounds for the District to immediately terminate the contract.

Other than listed remedies such as under CONTRACT COMPLETION above, the Contractor agrees that upon default or breach of the contract or any terms or conditions therein and whether or not suit is commenced by the District, that the Contractor shall pay the District all costs and expenses together with and including reasonable attorney's fees incurred by the District as a result of the Contractor's default or breach of contract.

In the event the Contractor breaches the terms or violates the conditions of the contract, and does not cure such breach or violation within ten (10) days after written notice by the District to the Contractor of the breach thereafter, or if the Contractor becomes bankrupt or insolvent or suffers an assignment for benefit of creditors, the District may immediately terminate the contract for default. Contractor shall be liable for any and all costs and damages incurred by the District as a result of such default. In addition, the District may in such events and in addition to all other remedies in law or equity available to the District and not by way of a limitation thereto procure substitute services elsewhere and recover damages and costs thereof.

The District may terminate this contract, in whole or in part, at any time by giving the Contractor thirty (30) days written notice. The Contractor shall be paid its fees, including contract close-out fees, on work performed up to the time of termination. The Contractor shall promptly submit to the District its termination claim to be paid to the Contractor.

37. TOBACCO PROHIBITION

Per legal reference RCW 28A.210.310, "The use of tobacco products on property owned or controlled by the Owner is prohibited." Failure to comply with this policy will result in exclusion from Owner's property.

END OF SECTION III

SPECIAL INSTRUCTIONS (section IV)

1. This quote is for the supply of glass, labor, and material (when necessary) from March 1, 2007 thru December 1, 2009.
2. Prices are to be firm for the above period.
3. Payment for all items will be made once each month with our regular monthly payments to vendors.
4. At times, our District custodians and maintenance staff will pick up glass at the Vendor's store. For delivery and installation of glass, quotes will be considered from companies located outside this area, as well as those of geographic proximity.

At those times when it becomes necessary to have the company deliver the glass, it is to be done at no extra charge.

5. Quantities listed in Section IX are only ESTIMATED, based on prior years' experience. The Quote will be awarded to the company bidding the lowest "ESTIMATED ANNUAL COST" using the "Estimated Annual Usage" quantities.
6. No Performance Bond will be required. However, if the District feels that the awarded vendor is not providing adequate service, this contract may be cancelled immediately upon written notification from the School District.

The District expects to pay the amount awarded under this contract, regardless of the vendors failure to perform the contract. If the awarded vendor fails to deliver at the contracted amount, the difference between the quoted amount and the amount actually paid is the responsibility of the vendor, not the District. If the vendor fails to supply glass under this agreement, the vendor agrees to pay the District the difference between the quote amount and the cost of goods from the next or alternate Quoter if less than 60 days from the due date of the quote. If more than 60 days has elapsed the District shall contact each responding vendor, starting with the next lowest and working their way up, to determine if they would honor their original quoted prices. At the District's discretion, the remaining contract term may be awarded or additional quotes may be obtained. For quotes older than 60 days when no responding vendors are willing to maintain their prices, a current quote price may be obtained.

7. Companies quoting must be able to substantiate their ability to provide glass and supplies when needed by the School District. Past history with the District, references from other customers, etc., may be used in assuring the District of the company's ability to perform.

END OF SECTION IV

SUPPLEMENTARY CONDITIONS (section V)

1. CONTRACTOR RESPONSIBILITY

- A. Contractor shall supervise and direct the work.
- B. Coordinate work of all subcontractors.
- C. Be responsible for acts, errors, and omission of his/her employees, subcontractors and employees, and other persons performing work.
- D. Provide all labor, materials, equipment, tools, utilities, and facilities as necessary for execution and completion of the work.
- E. Enforce good order among all workers on the project, particularly when the building, adjacent buildings, or other areas are in use by the Owner.
- F. Be responsible for and so conduct him/herself as to prevent and reasonably avoidable stoppage of work by action of organized labor due to an act or omission of the Contractor or of his/her employees or agents.
- G. The Owner shall, at all times, have access to the work whenever it is in preparation or progress.
- H. The Owner shall not be responsible for safety precautions and programs in connection with the work and shall not be responsible for the Contractor's failure to carry out the work in accordance with Contract documents.

2. MUTUAL RESPONSIBILITY

- A. If any part of the Contractor's work depends upon the work of the Owner or any separate contractor, the Contractor shall, prior to proceeding with the work, promptly report to the Owner any apparent discrepancies of defects in such other work.
- B. Failure of the Contractor to report shall constitute an acceptance of the Owners or separate contractor's work as fit and proper to receive his/her work, except as to defects which may subsequently become apparent in such work by others.
- C. Should a Contractor wrongfully cause damage to the work or property of the Owner, or to work of other parties on the site, the offending Contractor shall promptly remedy such damage.
- D. Any costs caused by defective or ill-timed work shall be borne by the party responsible therefore.

3. USE OF OWNER'S PROPERTY

- A. Coordinate all operations with Owner.
 - 1. Schedule work to cause minimum inconvenience to use of an access to buildings and grounds.
- B. Use of utilities, water, sewer, power, telephone, and toilets shall be only with approval of the Owner.
- C. Access to areas beyond actual work area is denied, except where absolutely necessary and with specific approval only.

- D. Protect existing buildings, grounds, contents, and occupants, including adjacent public or private property, from damage or harm.
 - 1. Contractor shall promptly remedy such damage at his/her expense.
- E. Storage space on site shall be designated by Owner.
 - 1. Owner's use of walks, drives, roads, and entrances shall be unencumbered.
 - 2. Unauthorized storage shall be moved at Contractor's expense.

4. SAFETY PRECAUTIONS

- A. Comply with all applicable laws, ordinances, rules and regulations of any public authority for the safety of persons and property, including requirements of the Washington Industrial Safety and Health Administration per the Washington Administration Code (WAC 296-24).
 - 1. Erect and maintain all reasonable safeguards for safety and protection.
 - 2. Post danger signs and warnings against hazards.
 - 3. Post at each work site notice concerning asbestos containing building materials. Such notice is to be provided by the owner, and shall be posted at the work site before the work begins.
- B. In any emergency affecting safety of persons or property, Contractor shall act, at his/her discretion, to prevent threatened injury, damage, or loss.

5. QUALITY OF MATERIALS AND WORKMANSHIP

- A. All materials and equipment shall be new, undamaged, and of quality specified, unless otherwise shown.
 - 1. Unacceptable materials shall be removed from site at Contractor's expense.
- B. All work shall be of good quality, free from faults and defects, and performed by skilled and qualified workers.

6. DEFECTIVE AND NONCONFORMING WORK

- A. Owner reserves authority to condemn or reject work not conforming with Contract documents.
- B. Contractor shall promptly correct all defective work or work not conforming with Contract documents.
 - 1. Correction shall be made within time set by Owner in written notice of rejection.
- C. Failure to correct within time set may result in:
 - 1. Correction by separate contract or Owner's personnel.
 - 2. Termination of this Contract.
 - 3. Costs of corrections withheld from final payment.

7. CHANGES IN WORK

- A. Owner reserves the right to make changes in work within the general scope of this Contract.
 - 1. Specifications and drawings.
 - 2. Equipment, materials, and performance of work.
 - 3. Owner-furnished facilities, equipment, materials, services, or site.
- B. Changes shall be made only by written agreement setting forth the change and price.
 - 1. Increase or decrease in price or time of completion by Change Order shall become part of the Contract documents.
 - 2. Cost of credit to the Owner for a Change Order shall be:
 - a. by agreed-upon itemized amount;
 - b. by unit prices stated in Contract documents;
 - c. by accurate records of actual Contractor costs, expense, and profit (time and material).
- C. Owner shall have authority to order minor changes in work not involving adjustment of Contract sum nor extension of time.
- D. Amount payable to Contractor and Contract time may be changed only by modification (Change Order) to the Contract.
- E. No claim by the Contractor for adjustment hereunder shall be allowed if claimed after final payment of this Contract.

8. OWNER'S RIGHT TO TERMINATE CONTRACT

- A. Owner may, by written order, require the Contractor to stop work because of, but not limited to:
 - 1. Failure to correct defective work in reasonable time.
 - 2. Failure to continue work in conformance with his/her schedule.
 - 3. Failure to otherwise conform with requirements or the Contract documents.
 - 4. Failure to make timely payments to subcontractors or for labor and materials.
 - 5. Failure to conform with laws, ordinances, regulations, or orders of public authorities having jurisdiction.
 - 6. Actions resulting in bankruptcy, receivership, or assignments to creditors.
- B. Owner may serve written notice upon the Contractor and the Surety of intention to terminate Contract.
 - 1. Shall state reasons for intent to terminate.
 - 2. Shall allow ten (10) days after notice for satisfactory arrangements or corrections to be made.
 - 3. Shall terminate Contract if agreement is not reached by end of ten (10) day period from Contractor's receipt of notice.

- C. Owner shall serve notice upon the Contractor and the Surety that Contract is terminated.
 - 1. Surety shall have the right to execute completion of the Contract within reasonable time following ten (10) day period to commence.
 - 2. If Surety does not commence work in ten (10) days, Owner may complete work.
- D. The Contractor and his Surety shall be liable to the Owner for any excess costs involved in completing the work.

9. CLEAN UP

- A. Contractor shall, at all times, keep the site reasonably clean on a day-to-day basis.
- B. Remove all rubbish, debris, waste materials, tools, construction equipment, machinery and surplus materials on completion. Deliver usable scraps of floor covering (rolled and tied) to Owner's designated storage space. Usable scraps are defined to include roll ends of less than 9'0" in length and pieces of more than 2 sq. ft. area and more than 8" wide.
- C. If the Contractor fails to clean up satisfactorily during and at completion of the work, Owner will do so at Contractor's expense.

10. WARRANTY

- A. Contractor warrants to Owner that all material and equipment furnished is new, unless otherwise specified, and all work is of good quality, free of faults and defects, and in conformance with Contract documents.
- B. Contractor shall repair or replace to Owner's satisfaction any defective material, equipment, or workmanship for a period of one year.

11. FINAL INSPECTION

- A. The building's custodian shall inspect completed work prior to signing for the work complete. The custodian shall be given a copy of the itemized invoice/work order at the time of inspection.

END OF SECTION V

USE OF OWNERS FACILITIES (section VI)

1. GENERAL

- A. Smoking is not allowed on any School District property.
- B. WATER AND POWER shall be provided by Owner at existing connection points.
- C. Contractor shall make connections to the systems and extend services to the points of work, as required.

2. TELEPHONE SERVICE

- A. School building telephone may be used on a limited basis for essential business related calls only. Contact the building custodian to arrange for telephone usage.
- B. In no case shall Contractor receive calls on school building telephones.

3. RESTROOMS AND DRINKING FOUNTAINS

- A. Restrooms and drinking fountains are available at each site for use by Contractor employees. Contact custodian to arrange for usage.
- B. Contractor must clean up after himself.

4. TRASH REMOVAL

- A. Contractor shall collect and legally dispose of all trash resulting from his work.
- B. Contractor shall not use Owner's receptacles or dumpsters.
- C. Trash and debris shall not be allowed to accumulate at any site.

5. PARKING

- A. Contractor personnel shall use on-site parking lots or street parking for personal vehicles.
- B. Contractor vehicles used for delivery and removal operations shall be driven or parked only where approved by Owner.

END OF SECTION VI

SPECIFICATIONS (section VII)

1. EMERGENCY SERVICE

- A. Contractor shall provide 24 hour, 7 days a week service with a response time of four hours or less for calls made between 6:00 a.m. and 9:00 p.m. Calls made between 9:00 p.m. and 6:00 a.m. shall have a response time of no more than two hours.
- B. Contractor shall provide phone numbers for regular business hours as well as after hour emergency numbers.

2. APPROVAL FOR WORK EXCEEDING \$500

- A. School custodians will contact the Contractor for work to be completed. Any project which exceeds \$500 must have approval from the district's Maintenance department prior to commencement of work.

OFFICE: (509) 228-5481
SUPERVISOR: (509) 228-5480
SUPERVISOR (24/7): (509) 994-4647

END OF SECTION VII

L&I PREMIUM STATUS – GENERAL and SUB-CONTRACTORS (section VIII)

Every Bidder submitting a bid must complete this form and attach a printed premium-status page, from the Washington Department of Labor and Industries website indicating the premium status for the **General and all Sub-Contractors**. Each must show that the contractor is current with their premium payments in order to be considered responsive in this bid. Premium payment status is considered current as listed on the L&I website <https://fortress.wa.gov/lni/crpsi/>. No other sources will be accepted for verification. L&I takes full responsibility for the accuracy of the data on their website. The printed form must be dated within 30 days of the due date of this bid. During the course of work, submit a request to the Purchasing office for adding additional sub-contractors for acceptance by the Owner prior to their starting work. All fields on this form are required. For contractors with industrial insurance with other states providing reciprocity, provide similar proof if insurance. The Owner reserves the right to consider other proof of insurance as an acceptable alternative.

	COMPANY NAME	WA UBI#	WA L&I REGISTRATION#	“CURRENT” STATUS ATTACHED?
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				

END OF SECTION VIII

QUOTE PROPOSAL (section IX)

Having carefully read and understood all sections of this Quotation, I/we agree to provide all labor and materials as per specifications for the following price. Do not include sales tax. Complete all areas on this form.

BASE QUOTE

Having carefully read and understood all sections of this Quote, I/we agree to furnish the items listed below for the following prices (If there are math errors on your form, unit pricing will be considered correct and your quote will be recalculated.):

<u>Item Description</u>	<u>Estimated Annual Usage</u>	<u>Unit Quote Price</u>	<u>Estimated Annual Cost</u>
Double strength clear glass	400 sq. ft.	\$ _____	\$ _____
3/16 clear glass	100 sq. ft.	\$ _____	\$ _____
1/4 clear glass	400 sq. ft.	\$ _____	\$ _____
1/4 clear laminated	500 sq. ft.	\$ _____	\$ _____
1/4 bronze laminated	150 sq. ft.	\$ _____	\$ _____
1/4 wire glass	200 sq. ft.	\$ _____	\$ _____
1/8 obscure glass	150 sq. ft.	\$ _____	\$ _____
3/16 clear mirror	100 sq. ft.	\$ _____	\$ _____
1/4 clear mirror	100 sq. ft.	\$ _____	\$ _____
1/8 obscure acrylic	50 sq. ft.	\$ _____	\$ _____
1/4 tempered	150 sq. ft.	\$ _____	\$ _____

INSULATED GLASS UNITS:

Ford Blue heat mirror 66	150 sq. ft.	\$ _____	\$ _____
Double strength glass	500 sq. ft.	\$ _____	\$ _____
3/16 clear glass	100 sq. ft.	\$ _____	\$ _____
3/16 bronze glass	100 sq. ft.	\$ _____	\$ _____
1/4 clear plate glass	200 sq. ft.	\$ _____	\$ _____
1/4 clear laminated glass	200 sq. ft.	\$ _____	\$ _____

TOTAL QUOTE (Before Labor and Taxes) \$ _____

LABOR DURING NORMAL BUSINESS HOURS \$ _____/hr

LABOR AFTER NORMAL BUSINESS HOURS \$ _____/hr

SALES TAX RATE _____%

COMPANY NAME _____

ADDENDA

2. Acknowledgement Receipt of Addenda Number...(if any)

(Check our website for addenda at www.cvsd.org/purchasing/quotes.htm prior to submitting quotation.)

QUOTER: Make and retain a copy of this document for your records.

REQUIRED DOCUMENTS: Pages 19, 20, and 21.

FAX DIRECTLY TO PURCHASING BY:

2:00 P.M., February 27, 2007

FAX TO: (509) 228-5479

END OF SECTION IX

Respectfully submitted,

COMPANY NAME

WA UBI # WA CONTRACTOR'S LICENSE #

WA ST. DEPT. OF L&I REGISTRATION #

ADDRESS

CITY STATE ZIP

SIGNATURE

PRINT OR TYPE NAME TITLE

PHONE FAX

E-MAIL ADDRESS CELL PHONE