

REQUEST FOR QUOTATION

HVAC FILTERS – 2008-09

QUOTE NO.: 289-08-10-Q
DUE DATE: October 22, 2008 by 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
Fax (509) 228-5479

RELEASE DATE: October 15, 2008

PURCHASING MANAGER:
Darren King, C.P.M.
CENTRAL VALLEY S.D. #356
19307 East Cataldo
Spokane Valley, WA 99016

Phone: (509) 228-5476
Fax: (509) 228-5479

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INVITATION TO QUOTE (section II)

To Whom It May Concern:

Quotations will be accepted by the Central Valley School District, #356 via fax and e-mail (see proposal page and Special Instructions section for instructions on submitting this quotation), until October 22, 2008, at 2:00 p.m.

HVAC filters will be purchased initially in the quantities listed (minor adjustments may be made prior to the initial order) and the pricing will be effective throughout the current school year, until October 31, 2009.

The initial order will be placed on October 27 and must be delivered by November 27, 2008. We will be closed for receiving on November 27-28 and December 24 – 26, 2008.

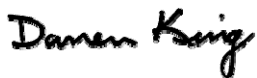
All quote proposals shall be accompanied by a complete spreadsheet indicating pricing for each line item.

The Purchasing office now has a website and is the central place to collect information about bids and quotes. See current quotes at www.cvsd.org/purchasing under the QUOTES section. Up-to-date information such as the Request for Quotation, specifications, addendums, and bid tabs are available there. If your company currently isn't in our database to be notified when projects are posted, visit our Bidder's List area and complete and return the Application for Bid Listing form.

For questions regarding this quotation, I may be reached at (509) 228-5476 and at dking@cvsd.org. Technical questions that may need to be answered or clarified will need to be followed up by addendum. So, information given verbally isn't binding. Check our website prior to submitting your quotation for last-minute addendums.

We look forward to working with you to obtain a quotation. Good luck!

Sincerely,



Darren King, C.P.M.
Purchasing Manager

TERMS AND CONDITIONS (section III)

THE OWNER

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

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.

THE CONTRACTOR/BIDDER/PROPOSER/QUOTER

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



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 as outlined in "AWARDS". Successful Quoter shall enter into contract upon acceptance of the district by written purchase order. No other written contract will exist. However, this document will govern the terms and conditions of the "contract" between the district and the awarded vendor.

ADDENDUMS

Should Central Valley School District consider it necessary to revise any part of this RFQ, an addendum will be made available on our website at www.cvsd.org/purchasing. 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 quote. The sole responsibility for obtaining and learning of Addendum belongs to the Quoter. The District accepts no responsibility or liability and will provide no accommodation to Quoters who fail to check for addendums and submit inadequate or incorrect responses.

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.

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.

ASBESTOS

Do not quote any asbestos containing materials.

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.

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 Quoter 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 Quoter 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.

BONDS / LIQUIDATED DAMAGES

No bonds are required on this request for quotation. However, the Quoter acknowledges liquidated damages of \$750 which will be payable to the district immediately if they are awarded the contract and fail to perform the contract during any portion of its duration. Liquidated damages to help defray the additional costs for going back out for quote.

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.

DEBARMENT / SUSPENSION

By participating in this bid/quote (signing and submitting your bid/quote on the Bid/Quote Form) your company certifies that it meets the federal government's requirements below:

As required by Executive Order 12549, Debarment and Suspension, and implemented at 7 CFR 3017, for prospective participants in primary covered transactions, as defined at 7 CFR 3017, Sections 3017.105 and 3017.10---

The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

1. (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

DELIVERY

The initial order will be placed on October 27 and must be delivered by November 27, 2008. All other deliveries must be made with 30 days of purchase order date or any orders placed via phone (credit card orders). Late deliveries will receive a 1% penalty, per day, for all outstanding items or the maximum allowed by law unless extended in writing by the Warehouse Manager or Purchasing Agent. Deliveries must be properly identified with packing list(s) or label(s) designating appropriate purchase order number(s). All merchandise is subject to inspection and acceptance by District No. 356 personnel before final payment. Filters of poor quality or workmanship must be picked up at quoter's expense and replaced within 14 days of notification. At the discretion of the District, partial payments will be made for partial deliveries.

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.

INSURANCE

No insurance is necessary under this contract.

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.

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.

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 Request for Quotation.

PAYMENT TERMS

Payments are authorized by the Board of Directors approximately every two weeks, the second and fourth Monday of each month. Allow 30 days from the date of delivery and receipt of an itemized invoice for each purchase order.

PREPARATION COSTS

Costs incurred by Quoters 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.

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.

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.

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 RFP where the answer may be found. The second type of question involves clarifying or interpreting parts of the RFP. Responses to these questions are provided to all potential Quoters by written addenda. Questions regarding quotes or requests for additional quotes packets should be directed to Darren King, Purchasing Manager, (509) 228-5476.

QUOTATIONS

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.

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.

QUOTE COMPLETION

Quotes must be completed insofar as possible on the enclosed quote document and signed by an authorized representative of the Vendor. Please include quote identification and quote 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.

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 two (2) days prior to the deadline for receipt of proposals. 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 proposals 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 two (2) days prior to the deadline for receipt of proposals. The District reserves the right to publish amendments/addendums at any time prior to quote opening. Check the Purchasing website at www.cvsd.org/purchasing under the QUOTES section to check on any published addendums prior to submitting a quote.

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.

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.

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 Quotation is for the supply of AIR FILTERS for the period beginning November 1, 2008 through October 31, 2009.
2. Prices are to be firm, i.e. - fixed for the above period. However, the District is not required to purchase from the awarded vendor after the initial order is placed.
3. All prices are to be F.O.B. the Central Valley School District Warehouse, 19307 E. Cataldo, Spokane Valley, Washington, 99016.
4. Payment for all items will be made once each month with our regular monthly payments to vendors.
5. Quantities listed are our estimated initial order. The Quotation will be awarded to the company quoting the lowest total cost. It is anticipated the initial quantities requested will be as specified in Section V.
6. Pleated Filters:
 - (a) All 1 inch filters shall have an actual thickness of no more than .75 inches and a minimum of 11 pleats per lineal foot and shall contain not less than 1.5 square feet of effective filtering media per square foot of face area.
 - (b) All 2 inch filters shall have a minimum of 10 pleats per lineal foot and shall contain not less than 3.0 square feet of effective filtering media per square foot of face area.
 - (c) All filters shall be capable of face velocities of up to 500 FPM. The filters must be UL class 2 approved. The filter must have the average efficiency of 25-30%, or 25-35% and the minimum average arrestance to exceed 90%.
 - (d) Airguard S.C. type filters or equal are acceptable. Central Valley School District to determine equals.
7. Special Media refers to rolled fiberglass for use in making our own filters. The size is stated in Width x Thickness x Length in Feet.
8. Complete all yellow areas on the Specification sheet (Section V). Do not unprotect or alter the form, doing so may result in your quote considered as non-responsive and therefore not considered. Print the form on one page.
9. **Submit the Specifications sheet (Section V) along with the Quote Proposal page for consideration as instructed on the Quote Proposal page, via fax and e-mail.**
10. This quote contains this document and the attached spreadsheet as indicated in Section V – Specifications. **Ensure your spreadsheet is saved to your computer BEFORE you enter in your quantities and save your work (Right-Click and save the spreadsheet from our website).**
11. Sizes are in inches unless otherwise indicated.
12. Prices will be evaluated on the Unit Price list in Section V. For evaluation purposes, we may consider items currently with a zero quantity at a higher amount. If an extended price is calculated by the Quoter incorrectly, the Unit Price will be used.
13. The District is required to pay a use tax to Washington State for taxes not paid for out of state business. Therefore, an 8.7% tax rate will be used to evaluate quotes for businesses not licensed through Washington State Department of Revenue and collecting taxes for Washington.
14. **All** filters must have a price, even filters with a zero quantity. These filters may be purchased throughout the year if needed.

END OF SECTION IV

SPECIFICATIONS (section V)

Download the spreadsheet, **SPECIFICATIONS – SECTION V** located on our website at www.cvsd.org/purchasing in the **QUOTES** area under this bid number, 289-08-10-Q, for specifications. Use the spreadsheet to calculate your quotation, print, sign, submit with your quotation via fax, and e-mail a copy of the spreadsheet per the instruction on the Quote Proposal form.

IMPORTANT: From the website, right click on the specifications link and "Save As..." on your desktop prior to opening, completing, printing and submitting with your quote. The file cannot be saved and e-mailed back if not saved on your computer first.

Quotations not using this spreadsheet will not be considered.

END OF SECTION V

QUOTE PROPOSAL (section VI)

Having carefully read and understood all sections of this Request for Quotation, I/we agree to provide all materials as per specifications for the following price. Complete all areas on this form and attach the spreadsheet with detailed unit pricing along with your quotation.

<u>Description</u>	<u>Price</u>
BASE BID	
1. HVAC FILTERS (from Section V)	\$ _____
TAX Tax Rate (. %)	\$ _____
TOTAL	\$

ADDENDA

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

(Check our website for addenda at www.cvsd.org/quotes.asp prior to submitting quote.)

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

RETURN SECTIONS II and III VIA FAX NO LATER THAN:

2:00 P.M., October 22, 2008

FAX TO: (509) 228-5479, and

E-mail: Section V (spreadsheet) to dking@cvsd.org.

Contact:

Darren King, C.P.M.

Purchasing Manager

(509) 228-5476

dking@cvsd.org

END OF SECTION VI

Respectfully submitted,

COMPANY NAME

ADDRESS

CITY STATE ZIP

SIGNATURE

PRINT OR TYPE NAME TITLE

PHONE FAX