



Business Services

FOR MORE INFORMATION
Julie Rawls: Purchasing Technician
julie.rawls@bellingshamschools.org
(360) 676-6543

Invitation to Quote Snacks & Beverages Food Service & Vending Quote #1516-0515

SUBMIT QUOTES TO:

Bellingham Public Schools
Attn: Kathryn Weilage, Director Business Services
1306 Dupont Street
Bellingham, WA 98225

or

E-Mail: kathryn.weilage@bellingshamschools.org

QUOTE DUE: Tuesday, July 21, 2015, 10:00 a.m., (PDT)

Date:	July 13, 2015
Quote Name:	Snacks & Beverages, Food Service & Vending
Contact Person:	Kathryn Weilage, Director, Business Services
E-Mail:	kathryn.weilage@bellingshamschools.org
Telephone Number:	(360) 676-6529
Website:	http://bellingshamschools.org/departments/purchasing
Quote Award Date:	July 28, 2015

INSTRUCTIONS

This quote has three parts: This **Invitation to Quote Form** (with instructions, spreadsheet definitions, and terms and conditions), **Specifications**, and the **Quote Form** (the electronic spreadsheet for submitting a quote). Please follow the steps below to obtain the forms and create your quote response. The quote must be completed on the spreadsheet provided.

Obtaining the Quote Form

1. Go to our website, <http://bellingshamschools.org/departments/purchasing>
2. Click on Quotes menu.
3. Click on the name of the quote you desire to open.
4. From the Quotes page, click on the Quote Form.
5. Save the form to your company file location prior to completion.

Entering Data on the Quote Form

6. Complete your company and quote information in the **yellow** areas only of the Quote Form (spreadsheet). *Please refer to the Spreadsheet Definitions, below.*
7. Once completed, the Quote Form must be signed by an authorized representative of your company. Alternately, electronic submissions may evidence proper authorization if emailed by an authorized representative (or receipt of carbon copy of email to representative is evidenced).

NOTE: Please do not change the file type or attempt to alter the file format (altering the form may be consideration for rejecting your quote).

Submitting Your Quote

8. Your quote may be submitted in hardcopy **or** electronic format and must be received no later than **Tuesday, July 21, 2015, 2:00 p.m. (PDT)**. Your quote **must** be submitted on our form in the existing format style. Please retain a copy for your records.

- **Electronic Submission:**

Please email completed quote to:

Kathryn Weilage, Kathryn.weilage@bellingshamschools.org

- **Hard Copy Submission:**

Please submit hard copy of quote in a sealed envelope addressed to:

Bellingham Public Schools

Attn: Kathryn Weilage, Director, Business Services

1306 Dupont Street

Bellingham, WA 98225

Include quote name, number and quote opening time and date.

Mail or hand-deliver your quote. If delivering by hand, submit the quote to Bellingham Public Schools Purchasing Office.

SPREADSHEET DEFINITIONS

Company Information

Vendor Name:	Complete Vendor's name, including all designations, i.e., Inc. corp., etc.
Contact Name, Title:	Name and title of the person authorized to sign and bind your company for quoting.
Address 1:	Street address of the company submitting a quote. Address for mailing purchase order.
Address 2:	Additional street address of the company submitting a quote, i.e., suite, etc. Address for mailing purchase order.
City:	City for the address above.
State:	State for the address above.
Zip Code:	Zip code for the address above.

Phone: Phone number for the contact person listed above.
Fax: Fax number for the person listed above.
E-Mail: E-mail address for the person listed above.
File Name: The quote number and your company name.
Vendor Website: Vendor's website address, if any.
Tax (Use-Tax) Rate: We are required to pay sales tax. If you do not charge tax we are required to pay WSDR a use tax of 8.7% and your quote should reflect this amount for evaluation purposes.
Your Reference #: Your reference number to this quote when we place an order with your company.
Payment Terms: Indicate your payment terms.
Vendor Notes: Notes for the *entire* order such as "no minimum order".

Items for Quote

Item #: Our numerical reference to quote items.
Quantity: Total quantities for purchase.
Uom: Our unit of purchase, i.e., cs - case, dz - dozen, ea - each, btl - bottle, gal - gallon, pk - pack.
Description: Our description of the item for quote.
Unit Price Quoted: Your quote price per unit. NOTE: If unit cost is at "no charge" indicate by typing "nc" in the unit price quoted field.
Extended Price: Extended pricing for total quantity.
Vendor Notes: List notes for the individual line item only.

TERMS AND CONDITIONS

- 1. QUOTER:** Legal representative of the vendor submitting a quote on the vendor's behalf who must be able to bind the company represented.
- 2. ASSIGNMENT OF CONTRACT:** The vendor shall not assign this contract nor any part thereof, nor any moneys due or to be due thereunder, without prior written approval of the District.
- 3. CHANGES TO OUR TERMS AND CONDITIONS:** By responding to this request, the Quoter accepts all terms and conditions herein. Submitting letters with your response changing, taking exception to, adding additional terms or otherwise conflicting with this document is not acceptable.
Any changes by the Quoter are null and void and will not be considered in order to keep all responses on the same level playing field. In some cases the District may decide to reject the Quoter's response based on their attempt to make changes to the terms and conditions.
- 4. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE STATEMENT:** 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, age or disability with regard to, but not limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoffs or termination, rates of pay or other forms of compensation,

selection for training, rendition of services.

In the event of noncompliance by the Vendor with any of the nondiscrimination provisions of the contract, Bellingham Public Schools shall have the right, at its option, to cancel the contract in whole or part.

The Vendor assures Bellingham Public Schools that its agency/labor union will comply with all state and federal guidelines and/or regulations. Therefore, all applicants seeking employment opportunities and all contracts for goods and services will be considered and will not be discriminated against on the basis of race, color, national origin, or disability. This is in accordance with Title VI of the 1964 Civil Rights Act; Section 5.04 of the Rehabilitation Act, 1973, as amended; Americans with Disabilities Act, July 26, 1990, P.L. 101-336; and Title IX/Chapter 28A.640 RCW of the Education Amendments of 1972, as amended; and RCW 49.60, Law Against Discrimination.

5. **JURISDICTION:** This Agreement has been and shall be construed as having been made and delivered within the State of Washington and 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 Whatcom County, Washington.
6. **LAW COMPLIANCE:** The vendor 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 vendor shall indemnify and save harmless the District for any claim liability or expense by reason of the failure of the vendor or any of his/her subcontractors to comply with such laws, orders, rules, regulations, or ordinances.
7. **MINORITY OWNED AND WOMEN OWNED BUSINESS ENTERPRISES:** Bellingham Public Schools encourages the participation of minority-owned and women-owned business enterprises in this Invitation to Quote.
8. **PREPARATION COSTS:** Costs incurred by quoters in preparation of their proposal, including travel and personal expenses, will not be charged as an expense of performing the contract. Bellingham Public Schools shall not pay for costs incurred for proposal or contract preparation as a result of termination of this quote or termination of the contract resulting from this quote.
9. **PROPOSALS DISCLOSURE:** All proposals and other material submitted become the property of the Bellingham Public Schools, regardless of statements to the contrary. Do not submit a quote to the District if you do not wish ALL information to be considered public information. Bellingham Public Schools reserves the right to use any ideas presented in response to this quote. Public records are open to reasonable inspection by the public.
10. **PROPOSER'S CERTIFICATION:** By submission of their quote, proposers certify that; they have read this quote; are authorized to bind the proposer; agree to furnish the requested supplies, equipment or services in accordance with this quote.
11. **SAVE HARMLESS:** Quoter agrees to protect and save harmless Bellingham Public Schools against all claims, suits, or proceedings for patent, trademark, copyright or franchise infringements, and against any damage cost or liability for any injuries to persons or property arising from acts of omission of the Quoter or his/her agents, any of which result from the purchase of goods or services from his/her quote, and to assume all expense and damage arising from such claims.

Quoter warrants and represents that all the goods and materials delivered herein are free and clear from all liens, claims or encumbrances of any kind.

- 12. TAXES:** Taxes to be paid include those imposed by federal, state, county and city governments excepting only real estate taxes on the property. The State retail sales tax is not permitted to be included in the proposal sums. The Owner will pay sales tax proportionately with each period and final payment request in addition to the amount allowed on the payment certificate and vendor shall pay such taxes to the authority as required by law.

State on the Quote Form the rate of sales tax which your company is authorized by the Washington State Department of Revenue to collect from your Washington customers, or, if none, state 8.7%. The District is required to remit Washington State Sales Tax for purchases outside of Washington where no sales tax is collected.

- 13. PAYMENT TERMS:** Payment will be made within 30 days after receipt of goods as awarded and a complete itemized invoice, Net 30. The District will not process pre-payments on any portion of the contract amount pursuant to Washington State Law.

- 14. INVOICING:** All invoices must be submitted directly to Bellingham Public Schools, Attn: Accounts Payable, 1306 Dupont Street, Bellingham, WA 98225. Invoices received by the District must be itemized per the quote form at the unit price(s) and quantity(s) quote. The District purchase order number must be shown on all invoices. Invoices covering materials and/or equipment requiring service manuals, schematic drawings or material safety data sheets may not be processed until the District has received the requisite data.

- 15. 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. The District will notify all quoters of successful quoter.

- 16. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:** In submitting the proposal to do the work as outlined in the Quote Specifications, the quoter certifies that they have not been suspended or in any way is excluded from federal procurement actions by any federal agency. The quoter should understand that, if information contrary to this certification subsequently becomes available, such evidence may be grounds for non-award or nullification of the contract.

- 17. WARRANTIES:** Vendor warrants that all goods and/or materials supplied under this proposal are free and clear of all liens, claims, or encumbrances of any kind, shall conform to specifications herein and are fit for the purpose for which such goods are ordinarily employed.

- 18. EMPLOYEES WHO HAVE BEEN CONVICTED OF CRIMES INVOLVING CHILDREN:** The quoter or any of his subcontractors, shall not utilize any employee at any District site or allow any contact between school children and any employee when an employee has plead 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 46.62 RCW); sexual exploitation of a child under Chapter 9S.44 RCW where a minor is the victim; promoting prostitution of a minor under Chapter 9A.64.030 RCW; or violation of similar laws of another jurisdiction.

Consultants/Contractors who have regularly scheduled unsupervised access to children, and/or who hire employees who will have regularly scheduled unsupervised access to children shall perform a record check through the Washington State Patrol criminal identification system under RCW 43.43.830-43.43.834, 10.97.030 and 10.97.050, and check shall include a fingerprint check using a complete Washington State criminal identification fingerprint card. The consultant shall

provide a copy of the record to the person applying for employment to the District. If the Consultant/Contractor or applicant has had a record check within the previous two years, the Consultant/Contractor may waive the requirement. The Consultant/Contractor shall determine whether the applicant or the Consultant/Contractor shall pay costs associated with the record check.

In addition, pursuant to RCW 9.96A.020 and 1993 Chapter Law 71, a person is disqualified from employment by school districts and their Consultants/Contractors hiring employees who will have regularly scheduled unsupervised access to children because of a prior guilty plea or conviction of a felony involving sexual exploitation of a child under chapter 9.98A RCW; sexual offenses under chapter 9A.44 RCW where a minor is the victim; promoting prostitution of a minor under chapter 9A.88 RCW; or a violation of similar laws of another jurisdiction, even if the time elapsed since the guilty plea or conviction is ten years or more.

The Consultant/Contractor will comply with all applicable state and federal laws regarding hiring of employees, including provisions of RCW 43.43.830-43.43.834, and RCW 10.97.030 and 10.97.050 relating to fingerprint and background checks through the Federal Bureau of Investigation and Washington State criminal identification fingerprint card and RCW 9.96A.020 and 1993 Chapter Law 71 relating to disqualification from employment.

- 19. USE OF TOBACCO ON SCHOOL PREMISES:** RCW 28A.210.310 prohibits the use of tobacco in any form on school district property. Smoking or other use of tobacco will not be permitted.