

**Standard Bid Terms
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1 GENERAL

A SAMPLES

The Purchasing Activity reserves the right to ask for samples at bidder's expense.

If not destroyed in testing or required for quality control, bidders may request return of samples at their expense. At the time the sample is provided bidder must specify the desired method of returning and exact postage or a call tag for samples to be returned. Each sample must be labeled with return address. If bidder does not request return within sixty (60) calendar days of contract award, samples will be considered property of the District.

Labeling and warranty: All samples provided to the District shall be identical to products quoted by bidder and shall be labeled with bidder's name, stock number, bid number, bid line item number. All samples are an express warranty, which shall also apply to all products provided under this contract. If selected, bidder shall use same item provided as a sample. Bidders failing to comply with this requirement will have their bids rejected or contracts terminated.

Samples may be requested at any time after bid opening and prior to bid award. Failure to provide requested samples and/or product information within 15 days after request may result in bid rejection.

B INTERPRETATION: If any person or firm submitting a bid for the proposed contract is in doubt regarding the meaning of the specifications or other documents, a written request for interpretation may be submitted to the Purchasing Department, no later than ten days prior to the bid opening date. Any interpretation will be made only by the Purchasing Manager via addendum and a copy of such addendum will be mailed or delivered to each person receiving this solicitation. Any addenda issued during the bidding period are to be included in the Bid and will be included in any resulting Contract.

C FORM OF BID: The bid shall be submitted via the District's Supplier web portal or in any other written format requested. It is the sole responsibility of the bidder to submit the bid on time. Late bids will not be accepted. If additional bid response information is required, instructions for submittal of this information will be included in the bid document.

D BINDING BID: By submitting a bid either through the District's Supplier web portal or through any other written submittal, the bidder is certifying that he/she is legally authorized to submit a binding bid on behalf of his/her company.

E WITHDRAWAL OF BID: No bidder may withdraw a bid after the time set for bid closing or before the award of contract unless said award is delayed for a period exceeding sixty (60) days.

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F ACCEPTANCE OF BID: The Board of Directors of Tacoma School District No. 10 reserves the right to reject any or all bids, to waive informalities, or to accept the bid deemed in the best interest of the School District. Such action by the Board of Directors to be at its sole discretion.

G CONFLICTS OF INTEREST: No director, employee or agent of the Vendor/Contractor shall give or receive any commission, fee, rebate, gift, or entertainment in excess of \$25 value in connection with the work, or enter into any non-consumer business arrangement with any director, employee or agent of Tacoma School District No. 10, other than as a representative of the district, without prior written notification thereof to the district. Any representative(s) authorized by the district's superintendent may audit all records of the Vendor/Contractor that pertain to the Tacoma School District, for the sole purpose of determining whether there has been compliance with this paragraph. Information obtained through process shall be administered confidentially.

H PROTEST PROCEDURES: Any actual or prospective bidder showing substantial economic interest in this contract, who is aggrieved in connection with the solicitation or award of this contract, may protest to the district in accordance with the procedures set forth herein. Protests based on specifications or other items in the bid document, which are apparent prior to the date established for submittal of proposals, shall be submitted not later than five calendar days prior to said date. Protests based on other circumstances shall be submitted within five (5) calendar days after determination by the Purchasing Manager of the apparent successful bidder; provided however, that in no event shall a protest be considered after the award of the contract. In order to be considered, the protest shall be submitted in writing, and shall include: (1) the name and address of the aggrieved person; (2) the bid number and title; (3) specific grounds for the protest and any supporting documentation; and (4) the specific ruling or relief requested.

The written protest shall be addressed to the Purchasing Manager. The Purchasing Manager shall respond in writing to the protest prior to the award of the contract. The decision of the Purchasing Manager shall be final and conclusive.

I OPENING: All bids will be opened and revealed in public at the time and place specified. All bidders and other interested persons are invited to be present.

J AWARD DETERMINATION: Award(s) will be made to the lowest cost, responsive and responsible bidder(s). Unless otherwise stated in the bid document, multiple awards are possible. Items may be awarded as groups or individually, as determined to be in the best interests of the District,.

K DURATION OF CONTRACT: The duration of this contract resulting from this bid is for ___ years commencing on (*insert date*) and ending on (*insert end date*). Prices must remain firm for each year of the contract; however, price increases may be allowed at the District's discretion, on an annual basis. A request to

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increase prices for the next contract year must include justification for the increase to include actual written proof of supplier cost increases and/or national pricing benchmarks such as the producers price index (PPI). Requests must be submitted in writing to the Purchasing Manager no later than (*insert date of at least 90 days before annual date*) of each contract year for the following contract year.

L PERFORMANCE: On failure of the successful bidder (Contractor) to furnish any products/materials/items as specified in the contract and of the quality specified, the District reserves the right to purchase same in the open market. If a greater price is incurred, the District shall have the right to collect the difference from the successful bidder. Acceptance by the District of any unsatisfactory performance with or without objection or reservation shall not release the Contractor from any responsibilities imposed by the contract or by law and shall not be deemed a waiver of the right to claim damage for breach or to terminate the contract, nor constitute a waiver of requirements for satisfactory performance of any obligation remaining to be performed by Contractor.

M TERMINATION FOR CONVENIENCE: Except as otherwise provided in this Contract, the District's Superintendent or designee may, by ten (10) days written notice, beginning on the second day after the mailing, terminate the Contract arising from the award of a bid in whole or in part. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered to and received by the Contractor as of midnight the second day of mailing in the absence of proof of actual delivery to and receipt by the Contractor. If this Contract is so terminated, the District shall be liable only for payment required under the terms of the Contract for services rendered or goods delivered prior to the effective date of termination.

N TERMINATION FOR DEFAULT: The District may terminate this Contract for default, in whole or in part, by written notice to the Contractor if the District's Superintendent or designee has a reasonable basis to believe that the Contractor has:

- i Failed to meet or maintain any requirements for Contracting with the District;
- ii Failed to ensure the health or safety of any client for whom services are being provided under this Contract;
- iii Failed to perform under, or otherwise breached, any term or condition of this Contract; and/or
- iv Violated any applicable law or regulation;
- v Made any general assignment for the benefit of creditors;

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- vi In the District's sole opinion, become insolvent or in an unsound financial condition so as to endanger performance hereunder;
- vii Become the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors, and/or;
- viii Had a receiver, trustee, or similar official is appointed for Contractor or any of the Contractor's property.

In such event, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Contract and the replacement Contract, e.g., cost of the competitive bidding, mailing, advertising and staff time; provided that if (i) it is determined for any reason the Contractor was not in default, or (ii) the Contractor's failure to perform is without Contractor's and/or subcontractor's control, fault or negligence, then the termination shall be deemed a "Termination for Convenience."

- O NOTICE OF TERMINATION:** After receipt of a notice of termination, and except as otherwise directed by the District, the Contractor shall:
- i Stop work under this Contract on the date and to the extent specified, in the notice;
 - ii Place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion of the work under the Contract that is not terminated;
 - iii Assign to the District, in the manner, at the times, and to the extent directed by the District, all rights, title, and interest of the Contractor under the orders and subcontracts in which case the District has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
 - iv Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the District to the extent the District may require, which approval or ratification shall be final for all the purpose of this clause;
 - v Complete performance on such part of the work not terminated by the District; and
 - vi Take such action as may be necessary, or as the District may direct, for the protection and preservation of the property related to this Contract that is in the possession of the Contractor and in which the District has or may acquire an interest.

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P PROMPT PAYMENT DISCOUNT: Prompt payment discount allowing a minimum of 20 days for payment will be considered in determining the lowest bidder.

Q COOPERATIVE PURCHASING INFORMATION: RCW 39.34 allows cooperative purchasing between public agencies in the State of Washington. Public agencies that have, or in the future file an Interlocal Cooperative Purchasing Agreement with the District may purchase from the District's contracts, provided that the bidder has agreed to such participation. Each bidder shall indicate in the bid submittal, using the format below, whether it will honor other public agency orders in accordance with the contract terms and conditions. The District will not have any responsibility or liability for orders issued by other public agencies utilizing District's contract through an Interlocal Agreement.

Cooperative Purchasing - Bidder Submittal Format

As per the terms and conditions of this contract, will the Bidder allow public agencies with executed Interlocal Cooperative Purchasing Agreements with the Tacoma School District to purchase from this contract?

Yes _____ No _____ (check one)

If yes, Bidder will have opportunity to review ability to perform/deliver to requesting agencies prior to commencement of services.

2 DELIVERY/SHIPPING

A AFTER RECEIPT OF ORDER (ARO) LEAD TIME

Delivery time is of the essence; therefore, it may be used for purposes of evaluating the bid.

B DELIVERY REQUIREMENTS

Delivery Instructions: Purchasing Warehouse, 3321 South Union Ave, Tacoma WA 98409

C SHIPPING TERMS

Unless specified otherwise in the bid document, vendor shall ship all Products freight prepaid, FOB Purchaser's destination. The method of shipment shall be consistent with the nature of the Products and hazards of transportation. Regardless of FOB point, Vendor agrees to bear all risks of loss, damage, or destruction of the Products ordered hereunder that occurs prior to acceptance, except loss or damage attributable to Purchaser's fault or negligence; and such loss, damage, or destruction shall not release Vendor from any obligation hereunder. After acceptance, the risk of loss or damage shall be borne by Purchaser, except loss or damage attributable to Vendor's fault or negligence, or a defective product claim.

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D SHIPPING

Unless otherwise noted in the award document, the Contractor must ship pre-paid.

Unless otherwise noted in the bid document, all bidders are required to bid FOB destination.

E TRANSPORTATION COMPANY

Bidder shall provide information to the District about any transportation companies who will perform services in fulfillment of contract requirements, including company name and address, and the nature of services to be performed.

3 PRODUCTS

A PERFORMANCE

All products purchased by the District must meet the expectations normally associated with these products in terms of product performance. The District's end user will determine if products meet expected performance levels when a product is put into use.

B PRODUCT TESTING

The District reserves the right to independently test, at supplier's expense, any product of questionable freshness, quality, or origin delivered under this contract.

C ALTERNATE PRODUCTS

The District often uses manufacturer's brands, systems, materials, software programs, and pieces of equipment or model designations as a specification standard. In some cases, certain brands are designated for compatibility and/or standardization with existing facilities or equipment. Potential bidders requesting consideration of an alternate product must submit written documentation at least ten days prior to the bid due date. This documentation must demonstrate how the alternate product is equal or superior in all aspects of specification, quality, performance, warranty and use to that specified. The District will respond in writing to a timely request for consideration of an alternate product prior to the bid due date to all known prime bidders. Acceptance of alternate products will be at the District's sole discretion. Only specified products or alternate products approved by the District in accordance with this provision may be used in connection with this bid process.

D ACCESSORIES

Unless otherwise specified, all accessories and features listed herein shall be those supplied by the Original Equipment Manufacturer (OEM). Any accessories, features, or operational performance required by Federal Motor Vehicle Safety Standards (FMVSS), Washington State Motor Vehicle Laws, Occupational Safety and Health Administration (OSHA), or the Washington Industrial Safety and Health Act (WISHA) laws or mandates, that apply to the equipment being bid, shall be provided by the bidder from the manufacturer. All units associated with this purchase shall be of the same design and quality as those sold through normal retail channels; and they shall possess the latest technology, accessories, and features offered on standard retail units; whether or not they are called for in the following specifications.

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E WARRANTIES AND REPAIRS

Warranty (ies): Bidder will submit a copy of warranty (if any) as an attachment to bid. Items delivered under this contract will also be accompanied by a copy of the warranty. Unless otherwise specified, full parts and labor warranty period shall be for a minimum period of one (1) year after receipt of materials or equipment by the Purchaser. All materials or equipment provided shall be new, unused, of the latest model or design and of recent manufacture.

In the event of conflict between Contract terms and conditions and Bidder's submitted warranty, the Contract terms and conditions shall prevail; except, to afford the District maximum benefits, the Purchasing Department may avail itself of the Bidder's warranty if deemed more beneficial to the District.

Warranty coverage will not commence until the date the completed equipment is placed into service as reported by purchaser pursuant to the warranty requirements, or 90 days after final payment for the equipment, whichever occurs first.

During warranty period the Bidder may, upon notification of a warranty failure, authorize purchaser equipment repair technicians to make warranty repairs when it is advantageous to purchaser and the Bidder. The Bidder shall reimburse purchaser for all costs associated with the warranty repair.