



**INVITATION FOR BID
Compact Man Lift Equipment and Trailers
IFB LP23-01**

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SECTION I - INTRODUCTION

The Renton School District is seeking competitive, sealed bids from qualified large equipment dealers/supplier/manufacturers for two Compact Man/Articulated, Track Mounted Boom Lift Equipment with warranties, and two Trailers to accompany the lifts.

Publication Information: Published in the Daily Journal of Commerce-Seattle March 11, 2023 and March 14, 2023.

IFB Documents: Documents can be obtained by visiting the District’s website; [RSD Services Bid Board](#) or e-mail lisa.palmer@rentonschools.us. Indicate in the e-mail subject line “IFB LP23-01 Compact Man Lift Equipment and Trailers, Document Request”.

District Background: Renton School District is in King County, Renton, Washington spanning 32.5 square miles. The District provides a learning environment for a diverse population of approximately 15,500 students and employing approximately 2,000 staff. Twenty-five school sites include 15 elementary schools, 4 middle schools, 4 high schools, and 3 specialized programs.

Non-Discrimination: Renton School District does not discriminate in any programs or activities based on sex, race, creed, religion, color, national origin, age, veteran or military status, sexual orientation, gender expression or identity, disability, or the use of a trained dog guide or service animal. District Policies 3102 and 5004.

Bid Information:

Bid Number:	IFB LP23-01
Contract Type:	Compact Man Lift Equipment and Trailers
Quantity:	Two (2) of each, Lifts and Trailers
Release Date:	Saturday, March 11, 2023
Due Date and Time; Bid Opening:	Tuesday, March 21, 2023; 1:00:00pm
Desired Equipment Delivery	By June 15, 2023
Issued By:	Lisa Palmer, Purchasing Manager In Cooperation with FOMC (Facilities, Operations, and Maintenance Center)
Contact Information:	lisa.palmer@rentonschools.us rsd.purchasing@rentonschools.us

Delivery and Opening of Bids: Delivery location and Public Bid Opening will be held at **Facilities, Maintenance, and Operations (FOMC), 7812 S 124th St., Seattle, WA 98178.** As an alternate option, a virtual zoom meeting invitation will be distributed to all Firms who submitted an “Intent to Submit Proposal” letter.

Selection Process: Renton School District reserves the right to select a qualified Bidder based on the responsive, responsible, and lowest Bidder, per specifications set forth, herein. The District reserves the right to request clarifications and/or to request demonstrations. Awards for each type of equipment; Man-Lifts and Trailers, may be awarded separately based on what is most advantageous to the district. Consequent to Board approval, a Letter of Selection will be provided by April 11, 2023.

Schedule of Events: The estimated schedule of events is outlined below and may be subject to change.

Event	Date
IFB Release -1 st Advertisement	Saturday, March 11, 2023
IFB 2 nd Advertisement	Tuesday, March 14, 2023
Deadline for Questions	Thursday, March 16, 2023 lisa.palmer@rentonschools.us
Deadline for Intent to Bid Letter	Thursday, March 16, 2023 lisa.palmer@rentonschools.us
Response to Questions	Friday, March 17, 2023
Due Date, Bid Opening	Tuesday, March 21, 2023; 1:00:00pm (PST) FOMC - 7812 S 124 th St., Seattle, WA 98178 FOMC Conference Room or Virtual
Evaluation & Recommendation Period Scheduled Demonstrations, if applicable	March 22– March 28, 2023
Board Approval	Wednesday, April 5, 2023; 7:00 pm
Letter of Selection to be e-mailed Commencement of Procurement	By Tuesday, April 11, 2023 Purchase Order consequent to Board Approval
Desired Equipment Delivery	June 15, 2023

SECTION II – EQUIPMENT SPECIFICATIONS

Compact Lift Specifications – Teupen TL51A, Equal or Equivalent Equipment Quantity 2

Measurements:

Platform height, max. 51 ft 2 in
Horizontal outreach, max. 24 ft 10 in
Up-and-over clearance, max. 26 ft 11 in
Platform height 3 ft 7 in
Platform length 2 ft 4 in
Platform width 4 ft 8 in
Length, overall, 16 ft 10 in
Length without basket 14 ft 5 in
Height, travelling position 6 ft 6 in
Width, min. 2 ft 9 in
Ground clearance, max. 10 in
Track (L x W) 4 ft 9 in x 8 in
Length outrigger footprint, max. 10 ft 10 in
Width outrigger footprint, max. 9 ft 11 in
Outrigger plate 7 in

Productivity:

Basket capacity 441 lbs.
Turret rotation 355°
Stabilization, maximum ground slope 12°/21.0 %
Height and width track adjustment 3/6 in
Gradeability, max. 19.7°/35.5 %
Slope angle 16.7°/30.0 %
Travel speed 1.1 mph

Other:

Weight less than 5,300 lbs.
Power source: Diesel and electric
Fuel tank capacity: 3 gallon or more
Height and width adjustable non marking tracks

Trailer Equipment Quantity 2

Heavy Duty
Support the specifications, dimensions, and weight of the Compact Man Lift Equipment
Single-lever Hydraulic controls for easy raising and lowering of deck
Low clearance loading capabilities
Electric brake system
Tandem axle

SECTION III – BIDDER’S INSTRUCTIONS - LETTER OF INTENT TO BID

LETTER “INTENT TO SUBMIT BID: This letter is mandatory for interested Bidder’s to be considered responsive to the bidding process. The Letter of Intent to Submit a Bid must be received by midnight Pacific Daylight Time, **Thursday, March 16, 2023**. E-mail this page, the signed Letter of Intent to Bid to lisa.palmer@rentonschools.us indicating in the e-mail subject line, **“Intent to Bid” IFB LP23-01 - Compact Man Lift Equipment and Trailers.**

LETTER OF INTENT TO BID

**INVITATION FOR BID
Compact Man Lift Equipment and Trailers
IFB LP23-01**

RELEASE DATE
Saturday, March 11, 2023

REPOSTING DATE
Tuesday, March 14, 2023

BID OPENING/DUE DATE FOR SUBMITTAL
Tuesday, March 21, 2023
1:00:00 PM (Pacific Daylight Time)

On behalf of myself/my institution/ merchant, I hereby certify that I/we intend to submit a Bid for COMPACT MAN LIFT EQUIPMENT AND TRAILERS to the Renton School District. I have read the IFB documents and accept the conditions set forth therein. The authorized signer shall receive all correspondences relating to this bid solicitation.

Print Name

Title

Signature

Company Name

Date

E-mail

Phone

SECTION III – BIDDER’S INSTRUCTIONS – BID PREPERATION AND SUBMISSION

Submission Instructions:

Submissions of all required documents and forms must be delivered in a SEALED envelope before the due date and time. The Bid number and name must be clearly labeled. written or typed as shown below.

Submittals faxed, e-mailed, or “postage due” will NOT be accepted.

Return Sealed Bids To:

Facilities, Maintenance, and Operations (FOMC)
Attn: Purchasing Manager
IFB LP23-01 Compact Man Lift Equipment and Trailers
7812 S. 124th St.
Seattle, WA 98178

Submittals are to include copies:

One (1) submittal must be marked “original” and contain a legally binding signature. One (1) copy of the submittal must also be included. Additionally, an electronic copy of the entire submittal is to be included on a USB flash drive in pdf format.

Complete and Legible Submittals: All Submittals shall include all required documentations named in this IFB. Submittals must be either typewritten or legibly written in ink with all blank spaces fully completed with all requested data accompanied by the provided forms, signed in ink by the authorized representative. The completed form shall be without interlineation, alteration, or recapitulation of work to be done. Erasures must be initialed by the person signing.

Signatures: A Legal signature is to be used in the name of the authorized personnel. Submittals must be signed in long hand or if digitally signed, include the certification sheet of all electronic signatures. Partnerships must be signed by one of the partners. Incomplete submittals will be rejected unless the omissions do not materially affect it.

Proposed Fees: Equipment proposed should be described adequately, options clearly itemized, and pricing be fully transparent and clearly specified. Any outside fees must be fully disclosed.

Lowest Price Guarantee: The Bidder agrees if they offer the same equipment or service to another customer comparable in size at a lower price than the rates detailed on this IFB, the Bidder will adjust the District costs to the lower rate.

Please include any formal competitive bid previously awarded to the company for the equipment requested set forth, herein, under a Cooperative Contract in which piggybacking allows (Interlocal Cooperative Act). If applicable, please indicate the contract number and include the company’s award letter.

References: Provide Three (3) references of equal or greater size, within the past three (3) years, who we may contact. Briefly describe equipment or services provided for each reference. Indicate a current contact name, e-mail, and phone number. The District reserves the right to contact all references. Complete the form provided for References in the Bid Submittal.

Right to Cancel: The Renton School District No. 403, King County, Washington, reserves the right to cancel, postpone, or reject any, and all proposals, and to waive any informalities or irregularities in the documents, or parts thereof.

Late Submittals: Bidders shall solely be responsible to ensure timely submission of documents, and for any late deliveries by the United States Postal Service or any other delivery or courier service. Any submittal received after the scheduled date and time will not be considered. The only acceptable evidence to establish the mailing date of a late submittal is either by registered or certified mail with the U.S. Postal Service postmark on wrapper or on original receipt from the U.S. Postal Service. If neither postmark shows a legible date, it shall be deemed to have been mailed late. (The term "postmark" means a printed, stamped or otherwise placed impression that is readily identifiable without further action as having been supplied and affixed on date of mailing by an employee of U.S. Postal Service.) Delays caused by any delivery services, including the US Postal Service, local traffic conditions, or any other reason, will not be considered and will be returned. All materials submitted in response to the Bid shall become the property of the District.

Rejection of any or all Bids: The District reserves the right to reject any or all Bids for any reason, or no reason when in the best interest of the District, and to waive any irregularities and/or informalities in the bidding process. In addition to any other right to reject bids, the District may determine that a bidder is not responsible and may reject or disqualify a Bid for any of the following circumstances.

- ✓ More than one submittal by the same Firm under the same or different names.
- ✓ Evidence of collusion with any other Merchant or Distributor. Participants in such collusion shall be disqualified from submitting further Bids.
- ✓ The distributor/supplier is not qualified to execute the contract.
- ✓ Failure to pay or settle bills on any former or current contracts.
- ✓ If the distributor/supplier has previously defaulted in the performance of a written public contract or has been convicted of a crime arising from a previous public contract.
- ✓ Any other inability, financial or otherwise, to execute delivery.
- ✓ For any other reasons deemed proper as determined from a pre-award evaluation, or a poor reference determined a lack of confidence, possible failure to perform.

Period of Validity of Bid: The Bidder must certify that its submittal or offer will remain in effect for 120 days after the Bid due date.

Incurring Costs: The District shall not be obligated or be liable for any costs incurred by a Bidder and/or costs associated with presenting their demonstrations, if called upon, prior to an award. All costs to prepare and submit a response to this solicitation shall be borne by the Bidder.

IFB Amendments/Interpretations/Questions: Revisions, corrections, interpretations shall be released in the form of an addendum by the District and will be duly distributed in writing electronically, by email, to all Bidders who have provided an "Intent to Submit a Bid".

Errors or Omissions: Bidders are responsible for all errors or omissions in their submittals, and any such errors or omissions will not serve to diminish their obligations to the District. A Firm who claims error and fails to enter a contract with the district, shall be prohibited from submitting a proposal on the same commodity or service if the requirement is subsequently rebid by the district. Negligence in preparation does not give a Bidder the right to withdraw after opening.

Disclosures: By signature from the Bidders' authorized personnel, affirms there has been no gift, no offer to give, nor any intent to give at any time any economic opportunity, promise of future employment, gift, loan, gratuity, special discount, trip, favor, or service to an employee or officer of the District, connection with the bid submittal. No other promotions, concessions, gratuities, rebates, or no-charge items will be considered during the evaluation or award decision.

Withdrawal of IFB: Any Bidder may withdraw their bid, either personally or by written request, at any time PRIOR to the due date and time. Communication to withdraw must be given directly to the District's Purchasing Manager. Otherwise, the bid may not be withdrawn, nor may any contract proffered based on this solicitation be refused within forty-five calendar days or was sent by registered/certified mail not later than the fifth calendar day prior to the due date, or it was sent by mail and the District determined late receipt was due solely to the mishandling of District staff, before receipt.

Demonstrations: A demonstration may be required for an equal or equivalent piece of equipment not quoted the specific model TL51A. The period for scheduling demonstrations is listed on the Schedule of Events.

Award and Contract: Following evaluation, an award shall be made to the most responsive, responsible, and lowest Bidder. Consequent to Board Approval, the awarded bidder(s) will receive a letter of award. A Purchase Order will be issued to formally place the order.

SECTION IV – SPECIAL TERMS AND CONDITIONS

Notification of Delivery: A minimum of 24-hour notification prior to delivery with the anticipated time of delivery and quantity of units to be delivered. Deliveries can be made Monday through Friday, 7:30am to 4:00pm (PST).

Delivery Date: Full Transparency on equipment anticipated delivery date must be indicated in the bid submittal.

The following documents are due upon delivery of equipment. 1. Invoice, 2. Warranty document, 3. Required Manuals, 4. Title and Registrations.

Vehicle Inspection: Each piece of equipment purchased and delivered shall be subject to a complete inspection by the District staff prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship, and materials. If delivered equipment is returned prior to acceptance for any reason, all corrections shall be made without any inconvenience to the District.

Training: The awarded company shall be willing to provide, at no additional cost, training for each basic unit of equipment purchased. This training shall be adequate to the needs of the typical equipment operator and service technician to assure proper operation, utilization and maintenance of the equipment supplied. Any manuals necessary to perform the required training shall be furnished by the company. The trainer shall be factory-trained and thoroughly knowledgeable in equipment operator and service technician functions. Training shall be presented in a quality suitable for videotaping. The District reserves the right to videotape part, or all the training provided at no additional cost to the District.

Repairs: The awarded company will be responsible for the transport of equipment to and from his place of business for repairs, at no additional cost to the District, until such time as the District is in receipt of the equipment.

Warranties: Bidder shall warrant that all equipment and parts furnished are newly manufactured and free from defects in material and workmanship from the date the company places the equipment into service. Warranty shall also guarantee accepted trade standards of quality, fitness for the intended uses, and conformance to promises or specified specifications. No other express or implied warranty shall eliminate the company's liability as stated herein.

Equipment Recall Notices: In the event of any recall notice, technical service bulletin, or other important notification affecting equipment purchased from this solicitation, a notice shall be sent to the Purchasing Manager, Renton School District #403, 300 SW 7th Street, Renton, WA 98057 and to the Director of Facilities, Maintenance, and Operations, 7812 S. 124th Street, Seattle, WA 98178.

Insurance: The Company, at its own cost, must secure and maintain Comprehensive Automobile Liability insurance for bodily injury and property damage, including owned, hired, and non-owned vehicles, on an occurrence basis, with liability limits of not less than \$1,000,000; through the time equipment is delivered. Prior to delivery, the company shall show evidence by providing a Certificate of Insurance. Renton School District #403, its directors, officers, and employees, shall be a certificate holder and added as additional insured. The Additional Insured should read: Renton School District #403, its directors, officers, and employees, 300 SW 7th Street, Renton WA 98057

Indemnification: The Provider agrees, to the fullest extent permitted by law, Provider will hold harmless, defend, and indemnify the District, its agents, employees, and board members from any, and all liabilities, penalties, losses, damages, claims, expenses, attorneys' fees, taxes, expenses of litigation, judgments, suits, liens, and encumbrances, without limitation, arising out of or resulting from any and or all acts or omission by Provider under this agreement. The District shall have the right to demand that Provider defend all claims, lawsuits, or proceedings related to services provided under the agreement, without cost to the District, with legal representation acceptable to the District. The terms of this section shall survive termination of this agreement.

The District agrees that to the fullest extent permitted by law, the District will hold harmless, defend, and indemnify the Provider, its agents, employees, and the board members from any liabilities, penalties, losses, damages, claims, expenses, attorneys' fees, taxes, expenses of litigation, judgments, suits, liens, and encumbrances, without limitation, arising out of or resulting from the negligence by the District.

Force Majeure: Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract, if and to the extent that such party's performance of the contract is prevented by reason of force majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences. If either party is delayed by force majeure, said party shall provide written notification within forty-eight (48) hours. The notification shall provide evidence of the force majeure to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of the same shall be provided. The time of completion shall be extended by contract modification for a period equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this contract.

Protest Procedure: A Bidder protesting for any reason the Bidding Documents; a bidding procedure; the Renton School District's objection to the Bidder or a person or entity proposed by the Bidder, including but not limited to a finding of non-Responsibility; the rejection of a Bid; the award of the Contract; or any other aspect arising from or relating in any way to the bidding or award or lack thereof, shall cause a written protest to be filed with the Renton School District within two (2) business days of the event giving rise to the protest and, in any event, no later than two (2) business days after the date upon which Bids are opened.

The written protest shall include the name of the protesting Bidder, a detailed description of the specific factual and legal grounds for the protest, copies of all supporting documents, and the specific relief requested.

Protest Consideration: Upon receipt of the written protest, the Renton School District will consider the protest. The Renton School District may, within three (3) business days of the Renton School District's receipt of the protest, provide any other affected Bidder(s) the opportunity to respond in writing to the protest. If the protest is not resolved by mutual agreement of the protesting Bidder and the Renton School District, the Superintendent of the Renton School District or his or her designee will review the issues and promptly furnish a final and binding written decision to the protesting Bidder and any other affected Bidder(s) within six (6) business days of the Renton School District's receipt of the protest. (If more than one (1) protest is filed, the Renton School District's decision will be provided within six (6) business days of the Renton School District's receipt of the last protest.) If no reply is received from the Renton School District during the six (6) business-day period, the protest shall be deemed rejected. 1. Waiver: Failure to comply with these protest procedures will render a protest waived, 2. Condition Precedent: Timely and proper compliance with and exhaustion of these protest procedures shall be a condition precedent to any otherwise permissible judicial consideration of a protest, 3. The written protest shall be delivered to:

Renton School District Kohlwes Educational Center (KEC)
Purchasing Manager
300 SW 7th St
Renton, WA 98057
rsd.purchasing@rentonschools.us

SECTION V – DISTRICT STANDARD TERMS AND CONDITIONS

NOTICE TO VENDORS: As a part of this contract of sale between Renton School District and the Vendor, it is specifically agreed that payment for all goods and services satisfactorily rendered shall be mailed to the Vendor or made available to the Vendor within thirty (30) days of receipt of goods and services or properly completed invoice, whichever is later.

The Renton School District requires SDS (**Safety Data Sheets**) be included with all applicable items purchased.

ATTENTION: It is understood that the Vendor assures compliance with State and Federal guidelines and regulations regarding non-discrimination against any employee/student based on race, color, national origin, sex, or handicap in recruitment, hiring, placement, assignment of tasks, hours of employment, levels of responsibility and pay. Harassment of any employee/student regarding race, color national origin, sex or handicap is strictly prohibited.

CHANGES: No alteration in any of the terms, conditions, delivery, price, quality, quantities, or specifications of this order will be effective without written consent of Purchaser's Purchasing Department.

PACKING: No charges will be allowed for special handling, packing, wrapping, bags, containers, reels, etc., unless otherwise specified herein.

DELIVERY: For any exception to the delivery date as specified on this order, Vendor shall give prior notification and obtain approval thereto from Purchaser's Purchasing Department. With respect to delivery under this order, time is of the essence and the order is subject to cancellation for failure to deliver on time. The acceptance by Purchaser of late performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Vendor.

SHIPPING INSTRUCTIONS: Unless otherwise specified, all goods are to be shipped prepaid, FOB Destination. Where specific authorization is granted to ship goods FOB Shipping Point, Vendor agrees to prepay all shipping charges, to route cheapest common carrier, and to bill Purchaser as a separate item on the invoice for said charges, less federal transportation tax. Each invoice shall contain a copy of the Bill of Lading indicating that the payment for shipping has been made. It is also agreed that Purchaser reserves the right to refuse C.O.D. Shipments **NO EXPRESS OR FREIGHT COLLECT SHIPMENTS ACCEPTED.**

REJECTION: All goods or materials purchased herein are subject to approval by Purchaser. Any rejection of goods or material resulting because of nonconformity to the terms, conditions, and specifications of this order, whether held by Purchaser or returned, will be at the Vendor's risk and expense.

IDENTIFICATION: All invoices, packing lists, packages, shipping notices, instruction manuals, and other written documents affecting this order shall contain the applicable order number. Packing lists shall be enclosed in each box or package shipped pursuant to this order, indicating the content therein. Invoices will not be processed for payment until all items invoiced are received, or as otherwise specified. District standard payment terms; net 30.

INFRINGEMENT: Vendor agrees to protect and save harmless Purchaser against all claims for patent, trademark, copyright, or franchising infringement arising from the purchase, installation, or use of material ordered on this order, and to assume all expense and damage arising from such claims.

WARRANTIES: Vendor warrants articles supplied under this order conform to specifications herein and are fit for the purpose for which such goods are ordinarily employed; except if stated in a Special Condition, the material must then fit that particular purpose.

CASH DISCOUNT: If Purchaser is entitled to a cash discount, the period of computations will commence on the date of delivery in its entirety, or receipt of a correctly completed invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval for payment is authorized. If a discount is made part of the contract, but the invoice does not reflect the existence of a cash discount, Purchaser is entitled to a cash discount with the period commencing on the date it is determined by Purchaser that a cash discount applies.

TAXES: Unless otherwise indicated, Purchase agrees to pay all State of Washington sales or use tax. No charge by Vendor shall be made for federal excise taxes, and Purchaser agrees to furnish Vendor, upon acceptance of articles supplied under this order, with an exemption certificate.

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

RISK OF LOSS: Regardless of FOB Point, Vendor agrees to bear all risks of loss, injury, or destruction of goods and materials ordered herein which occur prior to delivery; and such loss, injury, or destruction shall not release Vendor from any obligation hereunder.

HOLD HARMLESS: Vendor shall protect, indemnify, and hold Purchaser harmless from and against any damage, cost, or liability for any or all injuries to persons or property arising from acts or omissions of Vendor, his employees, agents, or subcontractor, howsoever caused.

TERMINATION: In the event of a breach by Vendor of any of the provisions of this contract, Purchaser reserves the right to cancel and terminate this contract forthwith upon giving oral or written notice to Vendor. Vendor shall be liable for damages suffered by Purchaser resulting from Vendor's breach of contract.

ACCEPTANCE: This order expressly limits acceptance to the Terms and Conditions stated herein. All additional or different terms proposed by Vendor are objected to and are hereby rejected, unless otherwise provided in writing by Purchaser's Purchasing Department.

OSHA/WISHA: Vendor agrees to comply with the conditions of the Federal Occupational Safety and Health Act of 1970 (OSHA), the Washington Industrial Safety and Health Act of 1973 (WISHA), and the standards and regulations issued thereunder and certifies that all items furnished and purchased under this order will conform to and comply with said standards and regulations. Vendor further agrees to indemnify and hold harmless Purchaser from all damages assessed against Purchaser because of Vendor's failure to comply with the Acts and the standards issued thereunder and for the failure of the items furnished under this order to so comply.

LAW: The laws of the State of Washington shall govern this order and the venue of any action brought hereunder shall be in the Superior Court, County of King, State of Washington, or Federal Court Western District Northern Division.

ANTITRUST ASSIGNMENT CLAUSE: Vendor and Purchaser recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the Purchaser. Therefore, Vendor hereby assigns to Purchaser any and all claims for such overcharges as to goods and materials purchased in connection with this order or contract, except as to overcharges which result from antitrust violations commencing after the price is established under this order or contract and which are not passed on to the Purchaser under an escalation clause.

PRICE WARRANTY FOR COMMERCIAL ITEMS: Vendor warrants that prices charged to Purchaser are based on Vendor's current catalog or market prices of commercial items sold in substantial quantities to the public and prices charged including educational discount, do not

exceed those charged by Vendor to other customers purchasing the same item in like or comparable quantities.

PRICES: If the priced is not stated on this order, it is agreed that the goods shall be billed at the price last quoted or paid, or the prevailing market price, whichever is lower.

EMPLOYEES CONVICTED OF CRIMES INVOLVING CHILDREN: Vendor/contractors shall not utilize any employee at the District site or allow any contact between school children and any employee who has pleaded guilty to or been convicted of any felony crime involving violations of Chapter 9A.42.RCW, Chapter 9A.32 or 91.36 RCW (except motor vehicle violations under Chapter 46.61 RCW, Chapter 95.44 RCW, Chapter 9A.88 RCW, 9A.64.030 RCW or a violation of similar laws of another jurisdiction.)

ASSIGNMENT OF SUBCONTRACTING: a) Monies due to Vendor under this order may not be assigned in whole or in part by Vendor without the prior **WRITTEN** consent of the Purchaser. To the extent that any law, statute, regulation, or the decision of any court, commission or regulatory body may or shall contain a contrary provision. Vendor hereby waives the right to assert such contrary provision in support of any assignment. b) Vendor shall not subcontract, without Purchaser's written consent, any portion of the work to be performed under this order other than the amount and of the nature indicated on Vendor's quotation.

"The vendor certifies, by accepting this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency."

SECTION VI – BIDDER'S SUBMITTAL – REFERENCES

SUBMITTAL FORM - REFERENCES – Please list 3 references with which your company has provided alike equipment, delivery, and training for.

REFERENCE #1:

Company Name _____

Representative Name _____

Title _____

Phone _____

E-mail _____

Comments _____

REFERENCE #2:

Company Name _____

Representative Name _____

Title _____

Phone _____

E-mail _____

Comments _____

REFERENCE #3:

Company Name _____

Representative Name _____

Title _____

Phone _____

E-mail _____

Comments _____

SECTION VI – SUBMITTAL FORM – SIGNATURE PAGE

Submission of a bid constitutes acceptance of the terms and conditions contained herein, as well as the contracted Documents, which include all documents listed in the Table of Contents of this IFB.

The undersigned agrees that all submittals, documents, reports, proposals, working papers, or other materials pursuant to this proposal shall become the sole and exclusive property of the District, and the public domain, and not the property of the Bidder.

Company Name: _____

Business Address: _____

E-mail Address: _____

Business Office Phone: _____ Mobile Number: _____

Website: _____

Business/Professional license: _____ Expiration Date: _____

Washington UBI No.: _____

TIN/EIN or Social (Federal Tax ID): _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

Must Include the following attachments (Not to exceed 15 pages)

Completion of all four (4) "Submittal" forms and signature by authorized personnel

- Submittal form - Pricing
- Submittal form - References
- Submittal form – Signature page
- Warranties
- Training Program
- W9
- Business License