

DAVID A. CONDON
Mayor



PURCHASING DEPARTMENT
808 W. Spokane Falls Blvd.
Spokane, Washington 99201
(509) 625-6400

REQUEST FOR QUOTE

City of Spokane, Washington

NUMBER: Quote #767-18

DUE DATE: TUESDAY, OCTOBER 16, 2018
No later than 3:00 p.m.

Purchasing Division
4th Floor – City Hall
808 W. Spokane Falls Blvd.
Spokane WA 99201-3316

DESCRIPTION: ICE MELT (GRANULAR DE-ICER)

QUOTE SUBMITTED BY:

COMPANY _____

MAILING ADDRESS _____

PHYSICAL ADDRESS _____

PHONE NUMBER _____

E-MAIL ADDRESS _____

Thea Prince
Senior Procurement Specialist

QUOTE

TO: PURCHASING DIVISION, CITY OF SPOKANE

QUOTE NAME: ICE MELT (GRANULAR DE-ICER)

QUOTE NO: 767-18

DUE: Tuesday, October 16, 2018 no later than 3:00 p.m.

The undersigned agrees to furnish the following items at the prices stated, subject to this Quote's conditions and requirements.

QTY	UNITS	DESCRIPTION	PRICE PER UNIT	PRICE PER PALLET
	BGS	ICE MELT – 50# BAG – MAGNESIUM CHLORIDE AND CALCIUM CHLORIDE BLEND/NON TRACKING/PET SAFE – GOOD UP TO -15 DEGREES Product Quoted: _____ How many bags per pallet? _____ Is this product available in any smaller types of packaging? _____ if so, what is the unit price? _____		
	BGS	ICE MELT – 50# BAG – SNO PLOW OR APPROVED EQUAL Product Quoted: _____ How many bags per pallet? _____ Is this product available in any smaller types of packaging? _____ if so, what is the unit price? _____		

QTY	UNITS	DESCRIPTION	PRICE PER UNIT	PRICE PER PALLET
	BGS	ICE MELT – 50# BAG – MAGNESIUM CHLORIDE –GOOD UP TO ZERO DEGREES Product Quoted: _____ How many bags per pallet? _____ Is this product available in any smaller types of packaging? _____ if so, what is the unit price? _____		
	PAILS	ICE MELT – 50# PAIL – 100% CALCIUM CHLORIDE PELLETS – GOOD UP TO -25 DEGREES – MAGI-MELT Product Quoted: _____ How many pails per pallet? _____ Is this product available in any smaller types of packaging? _____ if so, what is the unit price? _____		
		FREIGHT CHARGES PER DELIVERY		
		OTHER CHARGES: (IF NOT LISTED HERE, THEY WILL NOT BE ACCEPTED ON INVOICES).		

Can the above products be purchased in quantities less than a pallet? If so, does the bag price listed above apply? _____

Pricing will be firm for six (6) months at a time and then will be evaluated and if there is sufficient justification can be adjusted.

Payment Terms: Net 30 days

Delivery: We (I) will deliver complete the above items within _____ days from receipt of order.

F.O.B. Delivery Point: VARIOUS

Firm Name: _____

Signature: _____

Address: _____

By: _____

Please Print

Quote #767-18
10/16/18

Phone: _____ Title: _____
Date: _____

BUSINESS REGISTRATION REQUIREMENT

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and being the holder of a valid annual business registration or temporary business registration. The vendor shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Vendor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination

CITY OF SPOKANE BUSINESS REGISTRATION NUMBER: _____

ORGANIZATION

Proposal of an () individual () partnership () corporation organized and existing under the Laws of the State of _____.

ADDITIONAL ITEMS

The City of Spokane reserves the right to purchase additional items at the bid price. Vendor agrees to sell at the same price, terms and conditions.

YES _____ NO _____

INTERLOCAL AGREEMENT

The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to RCW 39.34. In submitting a response the vendor agrees to sell additional items at the bid price, terms and conditions to the City of Spokane and other public agencies contingent upon the seller's review and approval at the time of a requested sale. Any price de-escalation/escalation provisions of this bid proposal shall apply in the case of a sale of additional items. Seller's right to refuse to sell additional items at the time of request shall be absolute.

ORIGINAL PRODUCT MANUFACTURER

State name(s) and address(es) of Original Product Manufacturer and distributors (if applicable) to be used in the production and delivery of your product.

NAME	ADDRESS	ZIP
_____	_____	_____
_____	_____	_____
_____	_____	_____

MINORITY BUSINESS ENTERPRISE

Vendor (is_____, is not_____) a Minority Business Enterprise. A Minority Business Enterprise is defined as a "business, privately or publicly owned, at least 51% of which is owned by minority group members." For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women.

SMALL BUSINESS

Vendor (is_____, is not_____) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify

under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).

NON-COLLUSION

The bidder certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this bid invitation.

PART II. SPECIFICATIONS

SECTION I. SPECIAL INSTRUCTIONS

1. The intent of this quotation package is to establish for the City of Spokane a twelve (12) month pricing agreement for the purchases of ICE MELT (GRANULAR DE-ICER). The effective dates of the contract would be the date of award through October 15, 2020.
2. **The City's estimated usage is around 3,000 bags per season but no quantity is guaranteed. This quantity could be made up of any of the four different products listed above.**
3. **Orders will be placed on an "as needed" basis and will need to be delivered to multiple delivery locations within the City.**
4. **MSDS Sheets for all products quoted must be attached to response.**
5. The City reserves the right, at any time, to add to or delete from the contract, departments and/or delivery locations.
6. The City reserves the right to award to multiple vendors as best meets the City's needs.
7. Any questions may be directed to Thea Prince, Purchasing Department tprince@spokanecity.org.

SECTION II QUOTE PREPARATION AND EVALUATION

1. PREPARATION OF QUOTES.

All quotes shall be typed or printed in ink, prepared on the form furnished by the City of Spokane, and signed by an authorized person of Vendor's firm. If errors are made, they may be crossed out. Corrections shall be printed in ink or typewritten adjacent and initialed in ink by the person signing the quote. If the quotes contain any omission, erasures, alterations, additions, or items not called for in the proposal, or contain irregularities of any kind, such may constitute sufficient cause for rejection. Corrections and/or modifications received after quotation opening will not be accepted.

2. PREPARATION OF ENVELOPES.

Place one copy of the completed quote in a sealed envelope. On the front of the envelope, place the following information:

"SEALED QUOTE - IMPORTANT"
PROJECT NAME
DUE DATE AND TIME
COMPANY NAME

If you do not put the above information on your proposal envelope, it could be opened early or late and damage your chance to respond.

If delivered by hand, please submit to the “My Spokane” Desk on the 1st floor of City Hall.

3. MAILING QUOTES.

Submit One (1) copy of the Quote, as follows:

Original Quote Addressed to:	City of Spokane – Purchasing 4 th Floor – City Hall 808 West Spokane Falls Blvd. Spokane, WA 99201
------------------------------	--

The City of Spokane is not responsible for quotes delivered late. It is the responsibility of the Vendor to be sure the quote is sent sufficiently ahead of time to be received by the opening date and time.

4. EMAILING QUOTES

Email one copy to City of Spokane Purchasing at tprince@spokanecity.org **It is the responsibility of the Bidder to be sure the email is received.** If you do not receive an email confirmation sent directly by Purchasing, it is recommended that you call the contact name listed in Quote to confirm receipt. **A delivery confirmation receipt generated from your original email is not a guaranteed confirmation of receipt.** The Purchaser is not responsible for Quotes delivered late. It is the responsibility of the Bidder to be sure the Quotes are sent sufficiently ahead of time to be received **no later than 3:00 PM** on the due date.

5. INTERPRETATION.

If the Vendor discovers any errors, discrepancies or omissions in the specifications, or has any questions as to the meaning or sufficiency of the specifications, the Vendor must notify the Purchasing Division in writing. An addenda issued by the City will be incorporated into the contract or purchase order.

6. WITHDRAWAL OF QUOTES.

A Vendor may request withdrawal of its sealed quote prior to the scheduled opening, provided the request for withdrawal is submitted to the Purchasing Division in writing. Unless otherwise specified, no quote may be withdrawn for a minimum of thirty (30) calendar days after the opening date.

7. EVALUATION OF QUOTES.

Evaluation of Quote shall be based upon the following criteria, where applicable:

- a. The price, including sales tax and the effect of discounts. Price may be determined by life cycle costing or total project cost, when advantageous to the City of Spokane.
- b. The quality of the items, their conformity to specifications, the purpose for which they are required and delivery times.
- c. The Vendors ability to provide prompt and efficient service and/or delivery.
- d. The character, integrity, reputation, judgment, experience and efficiency of the Vendor.
- e. The quality of performance of previous contracts or services.
- f. The previous and existing compliance by the Vendor with laws relating to the contract or services.
- g. Uniformity or interchangeability.
- h. The energy efficiency of the product throughout its life.

- i. Any other information having a bearing on the decision to award the contract.

8. REJECTION OF QUOTES.

The City of Spokane reserves the right to reject any or all quotes; to waive minor deviations from the specifications, to waive any informality in quotes received, whenever such rejection or waiver is in the best interest of the City; and to accept or reject all or any part of this quote.

9. AWARD OF CONTRACT.

Award of contract or purchase, when made by the City of Spokane, will be to the responsible Vendor whose quote is the most favorable to the City, taking into consideration the evaluation factors set forth in this Invitation for Quotes. INTERLOCAL PURCHASING CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A QUOTE. Unsuccessful Vendors will not be automatically notified of results.

10. CONTRACT PERIOD

The contract shall begin upon award and terminate on October 15, 2019.

11. RENEWAL

The contract may be renewed for one (1) additional twelve (12) month contract period, subject to mutual agreement. The Purchaser shall notify the Vendor of the intent to exercise the renewal option in writing no later than 30 days prior to the termination date of the initial contract or the contract renewal.

SECTION III. STANDARD TERMS AND CONDITIONS

1. PATENTS, TRADEMARKS AND COPYRIGHTS

The Vendor warrants the items to be furnished do not infringe any patent, registered trademark or copyright, and agrees to hold Purchaser harmless in the event of any infringement or claim thereof.

2. TITLE

The Vendor warrants that the items to be furnished are free and clear of all liens and encumbrances and that the Vendor has good and marketable title to same.

3. COMPLIANCE WITH LAWS

The Vendor shall comply with all applicable federal, state and local laws, rules, and regulations, affecting its performance and hold the Purchaser harmless against any claims arising from the violation thereof.

4. CONTRACT DISPUTES

Any contract agreement shall be performed under the laws of the State of Washington. Any litigation to enforce such agreement or any of its provisions shall be brought in Spokane County, Washington.

5. OVERCHARGES.

The Vendor assigns to the Purchaser any claims for anti-trust violations or overcharges relating to items purchased in filling the Purchaser's orders. The Vendor warrants that its suppliers will also assign any such claims.

6. WARRANTIES

The Vendor warrants that the items furnished will conform to its description and any applicable specifications, shall be of good merchantable quality and fit for the known purpose for which sold. This warranty is in addition to any standard warranty or service guarantee by Vendor to the Purchaser.

7. **UNIFORM COMMERCIAL CODE**

The Uniform Commercial Code (UCC), as effective in Washington State, RCW Title 62A, shall determine the rights and duties of the Vendor and the Purchaser.

8. **NON-DISCRIMINATION**

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Contractor.

9. **SAVE HARMLESS**

Vendor shall protect, indemnify and save the Purchaser harmless from and against any damage, cost or liability for any injuries to persons or property arising from acts or omissions of Vendor, his employees, agents or sub-contractors, howsoever caused.

10. **TAXES**

- FEDERAL. The Purchaser is exempt from federal excise taxes. Exemption certificates will be furnished on request.
- SALES TAX. The City of Spokane is required to pay Washington State Sales/Use Tax on all purchases. All bidders whether inside or outside the State of Washington shall show the tax rate applicable to this bid. All taxes payable by the City of Spokane as a result of this contract are considered a part of the bid evaluation. Washington State Sales Tax is payable by the City of Spokane direct to the State of Washington on awards made to out-of-state vendors who do not have a Washington State Sales Tax Number. If you have any questions concerning the appropriate rate, contact the Washington State Department of Revenue (509) 482-3800.
- Business, occupational and personal property taxes are the responsibility of the Vendor.

11. **BRAND NAME "OR EQUAL"**

Brand names and numbers, when used, are for the purpose of indicating the desired quality, performance or use. Vendors may offer other brands of comparable or better quality, performance and use. Descriptive literature shall also be submitted, when available. Any bid containing a brand which is not of equal quality, performance or use, must be represented **as an alternate and not as an equal**.

12. **QUANTITIES**

Quantities, when used, are estimates only and are given for the purpose of comparing bids on a uniform basis. Quantities shall be bid on a more or less basis. Payment will be made only for quantities actually ordered, delivered and accepted, whether greater or less than the stated amounts.

13. **ASSIGNMENTS**

The provisions or monies due under the contract or purchase order shall be assignable only with the prior consent of the Purchasing Division.

14. **CHANGES**

No alteration in any of the terms, conditions, delivery, price, quality or specifications of items ordered will be

effective without the written consent of the Purchasing Division.

15. DEFAULT

The Vendor agrees that if a law suit is instituted by the Purchaser for any default on the part of the Vendor, and the Vendor is adjudged to be in default, he/she shall pay to the Purchaser all costs and expenses, expended or incurred by the Purchaser in connection therewith, and reasonable attorney's fees. Venue shall be in the County of Spokane, Washington.

16. REJECTION

All items purchased herein are subject to approval by the Purchaser. Any rejection of items resulting because of non-conformity to the terms or specifications of this order whether held by the Purchaser or returned, will be at the Vendor's risk and expense.

17. TERMINATION

In event of a breach by Vendor of any of the provisions of this order, Purchaser reserves the right to terminate upon immediate oral or written notification to the Vendor. Vendor shall be liable for damages suffered by the Purchaser resulting from Vendor's breach of contract.

18. MINORITY BUSINESS OPPORTUNITIES

Purchaser actively solicits the participation of certified minority business enterprises in the bidding of any and all goods or services.

19. FREIGHT TERMS

- All freight charges included on an invoice must be supported by a freight bill.
- The Purchaser reserves the right to be advised of selection of method and type of carrier.
- No charges will be allowed for handling, including but not limited to packing, wrapping, bags, containers or reels, unless otherwise stated herein.
- All invoices, packing lists, packages, shipping notices, instruction manuals, and other written documents affecting this order shall contain the applicable purchase order number. Packing lists shall be enclosed in every box or package shipped pursuant to this order, indicating the contents therein. Invoices will not be processed for payment until all items invoiced are received.
- Risk of Loss. Regardless of F.O.B. point, Vendor agrees to bear all risks of loss, injury or destruction of items ordered herein which occur prior to delivery; such loss, injury or destruction shall not release Vendor from any obligation hereunder.

20. VENDOR'S COOPERATION

The Vendor shall communicate with the City Purchasing Division and shall actively cooperate in all matters pertaining to this contract or purchase in any way the Purchasing Division may direct to the end that the Purchaser shall receive efficient and satisfactory service.