REQUEST FOR QUOTATION
(THIS IS NOT AN ORDER)

PIERCE COLLEGE
PURCHASING OFFICE
9401 FARWEST DRIVE SW
LAKEWOOD WA 98498-1999
PHONE: (253) 964-6728
FAX: (253) 964-6599

QUOTE NUMBER: CP-370
QUOTE OPENED ON: 2/14/2008
QUOTE OPENS AT: 3:00 PM

Quote net prices at which you will agree to furnish any or all of the following articles or services at the FOB point shown below. No separate freight charges will be accepted. Include all freight charges in the item unit price. To receive consideration for award, all pages of the quotation must be submitted, quotation must be on this form, quotation must be signed in full in ink and received in the college purchasing office on or before the date and time shown for the quote opening. Prices must be based on purchaser’s units. Unless otherwise specified, only new items with full manufacturer's warranty shall be quoted. Delivery guarantee must be filled in. The purchaser reserves the right to accept or reject quotations on each item separately or as a whole, to reject any or all quotations, to waive informalities or irregularities and to contract as the best interest of the college may require. Quotations are subject to the general terms and conditions and any special terms and conditions attached. Initial all corrections and or changes.

FAXED QUOTES WILL BE ACCEPTED FOR THIS QUOTE. TO BE CONSIDERED A VALID QUOTE, ALL PAGES OF THE QUOTE MUST BE RECEIVED IN THE PURCHASING OFFICE ON OR BEFORE THE DATE AND TIME INDICATED ABOVE FOR THE QUOTE OPENING. QUOTE MUST BE SIGNED AND MAIL TO ABOVE ADDRESS OR FAXED TO ATTENTION PURCHASING DEPARTMENT. AT - FAX # (253) 964-6599 -

ALL QUOTES MUST BE FOB DESTINATION. FREIGHT COSTS MUST BE INCLUDED IN THE UNIT PRICES. NO SEPARATE HANDLING, PACKAGING OR FREIGHT CHARGES ARE ALLOWED.

ITEMS SUBMITTED AS EQUALS TO THOSE SPECIFIED MUST INCLUDE COMPLETE DESCRIPTIVE INFORMATION FOR QUOTE EVALUATION. DETERMINATION OF EQUALITY AND ACCEPTANCE OF ITEMS SUBMITTED AS EQUALS IS AT THE SOLE DISCRETION OF PIERCE COLLEGE.

ALL PAGES OF THIS QUOTE MUST BE RETURNED FOR IT TO BE CONSIDERED A VALID QUOTATION
# Part Number | Description | Quantity | Unit | Price | Amount
---|---|---|---|---|---
#1 | AudiaSolo Digital Audio Mixer, AudiaSolo 12x4 | 1. | each | | |
#2 | Voltage Control Box Programmable Logic Control Box, VCB Voltage Control Box | 4. | each | | |
#3 | TPS-4L 3.6" Color TouchPanel, TPS-4L Color: Black | 2. | each | | |
#4 | CX1202V 70v Audio Power Amp, CX1202V | 1. | each | | |

Bidder must use this form and return all pages to Pierce College Purchasing for quote to considered valid.
REQUEST FOR QUOTATION
(THIS IS NOT AN ORDER)

PIERCE COLLEGE
PURCHASING OFFICE
9401 FARWEST DRIVE SW
LAKEWOOD WA 98498 -1999
PHONE : (253) 964-6728
FAX : (253) 964-6599

QUOTE NUMBER : CP-370
QUOTE OPENED ON : 2/14/2008
QUOTE OPENS AT : 3:00 PM

OFFER

IN COMPLIANCE WITH ALL OF THE TERMS AND CONDITIONS STATED ON PAGE #1 THROUGH #3, THE UNDERSIGNED OFFERS AND AGREES, THAT IF THIS OFFER IS ACCEPTED WITHIN THIRTY CALENDAR DAYS FROM THE OPENING DATE SPECIFIED ABOVE, THE ACCEPTED VENDOR WILL FURNISH ANY OR ALL ITEMS OR SERVICES UPON WHICH PRICES ARE OFFERED, AT THE PRICE SET OPPOSITE EACH ITEM, DELIVERED AT THE DESIGNATED POINT AND WITHIN THE TIME SPECIFIED.

BIDDER GUARANTEES SHIPMENT FROM : ___________________________ VIA : ___________________________
WITH IN : ___________ DAYS AFTER RECEIPT OF ORDER ( ARO ) FOB PIERCE COLLEGE AT THE ADDRESS SHOWN ABOVE (IN HEADER).

PAYMENT TERMS : ___________________________ TAX ID # : ___________________________
COMPANY NAME : ___________________________
STREET ADDRESS: ___________________________
CITY : ___________________________ STATE : _________ ZIP : ___________________________

BIDDER NAME : ___________________________ FAX #: ___________________________
E-MAIL : ___________________________ PHONE #: ___________________________
WEB PAGE : ___________________________ IF AVAILABLE

CHECK ALL THAT APPLY:
INDIVIDUAL OR SOLE PROPRIETORSHIP _____ PARTNERSHIP _____ CORPORATION _____
NONPROFIT TAX EXEMPT CORP _____ GOVERNMENT OR GOVERNMENT AGENCY _____ HEALTH CARE _____.

SIGNATURE : ___________________________ DATE : ___________________________

ALL PAGES OF THIS QUOTE MUST BE RETURNED FOR IT TO BE CONSIDERED A VALID QUOTATION
1. ENTIRE AGREEMENT
This document, including all addenda and subsequently issued change notices, comprises the entire agreement between the State Of Washington and the Contractor and shall be governed by the laws of the State Of Washington incorporated herein by reference. The venue for legal action shall be the Superior Court for the State Of Washington, County of Thurston. The State reserves the right to reject bids that propose alternate or additional terms and conditions.

2. CONFLICT AND SEVERABILITY
Conflicts between the terms of this contract and any addendum, or the addenda and the terms of this contract, or between the terms of any formal or informal understanding or agreement between the Contractor and the Purchaser, or between any oral understanding or agreement, and the terms of the contract shall be resolved as follows:

3. ANTI TRUST
The state maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, the Contractor hereby assigns to the state any and all claims for such overcharges except overcharges which result from antitrust violations committing after the price is established under this contract which are not passed on to the state under an escalation clause.

4. NONDISCRIMINATION AND AFFIRMATIVE ACTION
Acceptance of this contract binds the Contractor to the Terms and Conditions of Section 801, Title VI, Civil Rights Act of 1964, as may be amended. In that "No person in the United States shall, on the grounds of race, color, national origin, sex, or age, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance." In addition, "No otherwise qualified handicapped individual in the United States shall, on the basis of handicap, be excluded from the participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance."

5. WORKERS RIGHTS TO KNOW
Recently passed "right to know" legislation required the Department of Labor and Industries to establish for employers and employees more aware of the hazardous substances in their work environment. WAC 296-62-054 requires among other things that all manufacturers/distributors of hazardous substances, including any of the items listed on this IFB, RFQ, or contract bid and subsequent award, must include with each delivery completed Material Safety Data Sheets (MSDS) for each hazardous material. Additionally, each container of hazardous material must be appropriately labeled with:
- The identity of the hazardous material,
- Appropriate hazardous warnings, and
- Name and address of the chemical manufacturer, importer, or other responsible party.

6. GIFTS AND GRATUITIES
In accordance with RCW 43.19.139 and 1939 and RCW 42.52.150 and 160, it is unlawful for any person to directly or indirectly offer, give or accept gifts, gratuities, loans, trips, favors, special discounts, services, or anything of economic value in conjunction with state business practices, or to receive anything of economic value from a person or entity doing business with the state.

7. RIGHTS AND REMEDIES
In the event of any claim for default or breach of contract, no provision in this document or in the bidders' offer shall be construed, expressly or by implication, as a waiver by the state of any existing or future right and/or remedy available by law. Failure of the state to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract or by law, or the acceptance of or payment for materials, equipment or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the state to insist upon the strict performance of the contract.

8. INSTALL PREFERENCE-RECIPIENCY
(This paragraph does not apply to requests for quotation's)

9. PROTESTS
Protests shall be filed and resolved in accordance with Washington Administrative Code (WAC) 264-26-141 through 143. Protests filed prior to award are to be addressed in the SPO in charge of the bid. Protests filed after the award, and in accordance with above referenced WAC, are to be addressed to the Assistant Director, Office of State Procurement.

10. SAVE HARMLESS
Contractor shall indemnify, defend, and save harmless the state from any and all claims, demands, suits, actions, proceedings, losses, costs and damages of every kind and description, including any attorneys' fees and/or litigation expenses, which may be brought or made against or incurred by the state on account of losses of, or damage to, any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake or negligence of Contractor. Contractor, Contractor's agents, employees, representatives or subcontractors, their employees, agents or representatives in connection with or incidental to the performance of this agreement, or arising out of Workman's Compensation claims, Unemployment Compensation claims or Unemployment Disability Compensation claims of employees of Contractor and/or subcontractors or claim under similar such laws or obligations. Contractor also agrees to protect and save harmless the Purchaser against all claims, suits or proceeding for patent, trademark, copyright, or franchise infringement arising from the purchase, the performance of this agreement, or arising out of Worker's Compensation claims, Unemployment Compensation claims or Unemployment Disability Compensation claims of employees of Contractor and/or subcontractors or claim under similar such laws or obligations.

11. PERSONAL LIABILITY
It is agreed by and between the parties hereto that in no event shall any officer, employee, agent or owner of the state of Washington be in any way personally liable or responsible for any contract or agreement herein contained whether expressed or implied, nor for any statement or representation made herein or in any connection with this agreement.

12. SUPERVISION AND COORDINATION
Contractor shall:
- Competently and efficiently supervise and direct the implementation and completion of all contract requirements specified herein.
- Designate in his bid to the state, a representative(s) with the authority to legally commit Contractor's firm. All communications given or received from the Contractor's representative shall be binding on the Contractor.
- Promote and offer to Purchasers only those materials, equipment and/or services as stated herein and allowed for by contractual requirements. Violation of this condition will be grounds for contract termination.

13. ADVERTISING
Contractor shall not advertise or publish information concerning this contract in any form or media without prior written consent from the SPO.

14. SUBCONTRACTS/ASSIGNMENT
Contractor shall not subcontract or assign its obligations under this contract without the prior written consent of the SPO. The Contractor shall be responsible to ensure that all requirements of the contract shall flow down to any and all subcontractors.

15. TAXES, FEES AND LICENSES
Taxes, Contractor shall pay for any and maintain in current status any and all taxes that are necessary for contract performance. Unless otherwise indicated, the purchaser agrees to pay all State of Washington sales or use taxes. No charge by Contractor shall be made for federal excise taxes and the purchaser agrees to furnish Contractor with an exemption certificate, where appropriate. Sales tax shall not be included in bid pricing submitted.

16. WARRANTIES
(a) Contractor warrants that all materials, equipment, and/or services provided under this contract shall be free of the purpose(s) for which intended, for merchantability, and shall conform to the requirements and specifications herein.

(b) Contractor warrants that prices of materials, equipment, and services set forth herein do not exceed those charged by the Contractor to any other customer purchasing the same goods or services under similar conditions and in like or similar quantities.

ALL PAGES OF THIS QUOTE MUST BE RETURNED FOR IT TO BE CONSIDERED A VALID QUOTE.
17. LIENS, CLAIMS AND ENCUMBRANCES

All materials, equipment or services shall be free of all liens, claims, or encumbrances of any kind and if the state requests, a formal release of same shall be delivered to the state.

18. DELIVERY

A. Time: Delivery must be made during normal work hours and within time frames proposed by Bidder herein and subsequently accepted by the state. Failure to comply may subject Contractor to nondelivery assessment charges.

B. Terms: Unless otherwise specified, all goods are to be shipped FOB Destination freight prepaid and included. Where specific authorization is granted to ship goods FOB shipping point, Contractor agrees to preprocess all shipping documentation, such as as admits or if instructions are not provided, made by cheapest common carrier. Each invoice for shipping charges shall contain the original or a copy of the freight bill indicating that the payment for shipping charges has been made. The purchaser reserves the right to refuse COD shipments.

C. Location: All deliveries are to be made to the applicable delivery location in accordance with Interstate Commerce Commission rules or as indicated in purchase order. When applicable, Contractor shall take necessary actions to avoid delays or failures due to inclement weather.

D. Unauthorized: In no case shall Contractor invoice prior to receipt of written or verbal authorization from authorized purchasers. Expenses incurred otherwise shall be borne solely by the Contractor.

19. INSPECTION AND REJECTION

The Purchaser's inspection of all materials and equipment upon delivery is for the sole purpose of identification. Such inspection shall not be construed as final acceptance, or as acceptance of the materials or equipment, if materials or equipment does not conform to contract requirements. If there are any apparent defects in the materials or equipment at the time of delivery, the Purchaser will promptly notify the Contractor thereof. Without limiting any other rights, the Purchaser and/or the state at its option, may require the Contractor to:

- Repair or replace, at Contractor's expense, any or all of the damaged goods, or
- Refund the price of any or all of the damaged goods, or
- Accept the return of any or all of the damaged goods.

20. TITLE AND RISK OF LOSS

Regardless of FOB point, Contractor agrees to bear all risks of loss, injury, or destruction of goods and materials ordered herein which occur prior to delivery and acceptance. Such loss, injury or destruction shall not release Contractor from any obligation hereunder.

21. PERFORMANCE

Acceptance by the purchaser of unsatisfactory performance with or without objection or reservation shall not waive the right to claim damage for breach, or terminate the contract, nor constitute a waiver of requirements for satisfactory performance of any obligation remaining to be performed by Contractor.

22. IDENTIFICATION

All invoices, packing lists, packages, instructions manual, correspondence, shipping notices, shipping containers, and other written documents affecting this contract shall be identified by the applicable purchase order or field order number. Packing lists shall be enclosed with each shipment, indicating the contents therein.

23. CHARGES FOR HANDLING

No charges will be allowed for handling that includes but is not limited to packing, wrapping, bags, containers, or reels, unless otherwise stated herein.

24. INVOICING

Contractor shall provide an original and two (2) copies of invoices. Each invoice shall be submitted as required by the contract and shall reference the contract and field order number. Invoices shall be properly annotated with applicable prompt payment discount(s).

25. PAYMENT

Payment shall be made by the state agency or political subdivision indicated on ordering document. Any bid that requires payment in less than thirty (30) calendar days need not be considered. Prompt payment discount periods of thirty (30) calendar days or more will be considered in determining the apparent lowest responsible and responsive bid. Invoices will not be processed for payment nor will the period of cash discount commence until receipt of a properly completed approval for payment is authorized. Under "Chapter 39.76 RCW", if a purchase fails to make timely payment(s), Contractor may invoice for 1% per month on the amount overdue or a minimum of $1.00. Payment will not be considered late if a claim has been filed under the Prompt Payment Act, but shall be due within thirty (30) days shall the receipt of claim. Payment(s) made in accordance with contract terms shall fully compensate the Contractor for all risk, loss, damages or expenses of whatever nature and acceptance of payment shall constitute a waiver of all claims submitted by Contractor.

26. QUALITY STANDARDS

Product or service specifications herein are intended solely to describe type and quality and not to be restrictive. Trade reference specifications describe the type product thus far found to best meet agency functional requirements and provide the most economical use life under agency use situations. So as to not misrepresent the requirements herein, brands other than those specified will therefore be considered on the basis of whether at least equal in quality and performance, on-site inspection of bidder's or bidder's subcontractor's facilities. Failure to respond to said request(s) will be sufficient reason to consider the bid nonresponsive.

B. During the contract term, should the contractor be determined to be in violation of federal, state, or local laws or regulations, the state reserves the right to modify its initial determination of responsibility at the time of award and to take other action as determined appropriate, including but not limited to limitation of the contract.

27. AWARD FACTORS

A. Criteria: State contracts shall be awarded to the lowest responsible and responsive bidder subject to the preferences provided by law. Award criteria shall include all items as stated in RCW 43.19.1191 and WAC 236-48-095 and the contractual requirements provided herein.

B. Rights Reserved (This subparagraph does not apply to request's for quotations)

Subject to the provisions of Chapter 69, Laws of 1996 (SSB 6572), the state reserves the right to:

1. Waive any requirements;
2. Reject any or all bids, or portions thereof. WAC 236-48-084 allows the state to "accept any portion of the items bid" unless the bidder stipulates all or nothing on the bid;
3. Reserve an IRS, RFQ, or RFP, or negotiate under provisions outlined therein;
4. Award on an all or none consolidated basis taking into consideration reduction in administrative costs as well as unit bid prices.

28. SUPPLIER REGISTRATION

Prior to award of a contract, any unregistered bidder may be required to complete a Supplier Registration Packet for placement on the state's supplier list.

29. CHANGES

No alteration in any of the terms, conditions, or contractual requirements herein shall be effective without the written consent of the SPO as evidenced by issuance of a contract change notice from the state.

31. ADDITIONS OR DELETIONS (This paragraph does not apply to RFQ's)

The state reserves the right to add or delete items, agencies or locations, as determined to be in the best interest of the state. Items, agencies or locations will be added to or deleted from the contract with or without notice to the Contractor. Such additions or deletions will be mutually agreed upon with the original bid price margins, and will be evidenced by issuance of a written contract change notice from the SPO.

32. CONTRACT SUSPENSION

The state may at any time and without cause, suspend the contract or any portion thereof, for a period of not more than thirty (30) calendar days, by written notice to the Contractor. Contractor shall resume performance within fifteen (15) calendar days of written notice from the state.

33. BREACH, DEFAULT, TERMINATION

A. Breach: A breach of a term or condition of the contract shall mean any one or more of the following events: (1) Contractor fails to perform the services by the date required or by a later date as may be agreed to in a written agreement to the contract signed by the state; (2) Contractor breaches any warranty or warranty or perform or comply with any term or agreement in the contract; (3) Contractor makes any general assignment for the benefit of creditors; (4) Contractor's failure to take all necessary action to establish products bid as at least equal will be complete grounds for rejection. By submitting bid, bidder expressly warrants product bid as at least equal in quality and performance. The state's acceptance of a product or service as an "equal" is conditioned upon the state's inspection and testing after receipt. If, in the sole judgment of the state, the item is determined not to be an equal, the bid may be rejected or the product returned at bidder's expense and/or the contract canceled without any liability whatsoever to the state. Any bid containing a brand that is not equal quality, performance or use specified must be represented as an "alternate" and not as an "equal"; failure to do so shall be sufficient reason to consider the bid nonresponsive.

B. Default: Contractor may be declared in default for failing to perform a contractual requirement or for a material breach of any term or condition.

C. Termination for Convenience: The state may terminate this contract, in whole or in part, at any time and for any reason by giving thirty (30) calendar days written termination notice to Contractor. Termination charges shall not apply unless they are subsequently agreed upon by both parties. Where termination charges are applicable, both parties agree to negotiate in good faith and to limit the extent of negotiations to valid documented expenses incurred by Contractor as a result of termination. Should the parties not agree to a satisfactory settlement, the matter may be submitted to mediation and/or legal proceedings.

D. Termination for Breach and/or Default: In the case of delay or failure resulting from circumstances beyond the control and without the fault or negligence of the Contractor or of the Contractor's suppliers or subcontractors, the state shall be entitled, by written or oral notice, to cancel and/or terminate this contract in its entirety or in part for breach and/or for default of any of the terms herein and to have all other rights against Contractor by reason of Contractor's breach as provided by law.

E. Termination by Mutual Agreement: The state or the Contractor may terminate this contract in whole or in part, at any time, by mutual agreement with thirty (30) calendar days written notice from one party to the other.

5 ALL PAGES OF THIS QUOTE MUST BE RETURNED FOR IT TO BE CONSIDERED A VALID QUOTATION
34. OPPORTUNITY TO CURE DEFAULT
A. Events: In the event that Contractor fails to perform a contractual requirement or materially breaches any term or condition, the state may issue a written or oral notice of default and provide a period of time in which Contractor shall have the opportunity to cure. Time allowed for cure shall not diminish or eliminate Contractor's liability for liquidated or other damages. The state is not required to allow the Contractor to cure defects if the opportunity for cure is not feasible as determined solely by the state. The state may terminate the contract for nonperformance, breach or default without allowing the opportunity to cure by the Contractor.

B. Remedies: If the nonperformance, breach or default remains after Contractor has been provided the opportunity to cure, the state may do one or more of the following:
1. Exercise any remedy provided by law.
2. Terminate this contract and any related contracts or portions thereof.
3. Impose liquidated damages.
4. Suspend Contractor from receiving future Invitations for Bid.

35. LEGAL FEES
The Contractor covenants and agrees that in the event suit is instituted by the purchaser for any nonperformance, breach or default on the part of the Contractor, and the Contractor is adjudged by a court of competent jurisdiction, he shall pay to the purchaser all costs, expenses expended or incurred by the purchaser in connection therewith, and reasonable attorney's fees.

36. FORCE MAJEURE
Definition: 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 this 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.

Notification: 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 same shall be provided. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this contract.

Rights Reserved: The state reserves the right to cancel the contract and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Contractor shall have no recourse against the state.

37. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)
MWBE requirements are set forth in this IFB, RFQ, or RFP, and are hereby incorporated into the terms and conditions of this contract. Bidders are encouraged to contact the Office of Minority and Women's Business Enterprises (OMWBE) to obtain information on certified MWBE firms for potential subcontracting arrangements.

38. ESTABLISHED BUSINESS
To be considered responsive, contractor must, prior to commencing performance, or prior to that time if required by law or regulation (reference WAC Chapter 18.27), be an established business firm with all required licenses, bonding, facilities, equipment and trained personnel necessary to perform the work as specified in the bid solicitation. All bidders must have Federal Tax Identifier Number as required by Department of Revenue (360) 902-7180. Questions regarding specific licenses must be directed to Department of Licensing at (360) 753-4401. The state reserves the right to require proof of said requirements including business references within ten (10) calendar days from the date of request.

39. LOWEST COST PURCHASE AUTHORITY
This contract is subject to RCW 43.19.190(2) and RCW 43.19.1905(7), which authorizes any state agency to purchase materials, supplies, services, and equipment of equal quality to those on state contract from non-contract suppliers provided that an agency notifies the OSP SPO, using the Best Buy form, that the pricing is less costly for such goods or services than the price from the state contractor.

If the non-contract supplier's pricing is less, the state contractor shall be given the opportunity to at least meet the non-contract's prices. If the state contractor does not meet the price, then the agency shall purchase the item(s) from the non-contract supplier using the purchase authority of RCW 43.19.190(2). If a lower cost is identified repeatedly due to pricing, the state reserves the right to renegotiate the pricing structure of the applicable contract. If such negotiations fail, the state reserves the right to delete such item(s) from the contract.

40. Acceptance of this contract also binds the contractor to the terms and conditions of section 503 of the Rehabilitation Act of 1973 and the Vietnam Era Veterans Readjustment Assistance Act of 1972, which includes Equal Opportunity for Special Disabled Veterans and Veterans of the Vietnam Era [see Equal Opportunity Clause at 41 CFR 60-200.5(a)] and Equal Opportunity for Workers with Disabilities [see Equal Opportunity Clause at 41 CFR 60-741.5(a)]. This contract also incorporates by this reference to 41 CFR 60-1.4, the Equal Opportunity Clause prohibiting discrimination in employment because of race, color, religion, sex or national origin.