

This is not an Order

Request for Prices

Office of the Insurance Commissioner

Purchasing Officer

Request for Prices # 2010-06-21
 Due no later than 5:00 pm on June 30, 2010
 Fax Responses are Acceptable
 Fax# (360) 586-1223, Attn: SHIBA Promotion

Instructions:

1. Provide unit prices. Extend the amount in the designated columns. Provide bid total when bidding all items.
2. If offering an equal item, list the brand and model or catalog numbers. Enclose descriptive product literature.
3. Office of the Insurance Commissioner general terms and conditions apply.
4. Quotation must be submitted on this form. Return all bid documents with offer. Vendor must insure physical delivery of bid response to OIC Purchasing Officer by bid due date and time.
5. Office of the Insurance Commissioner encourages responses from Washington certified OMWBE vendors.

Item#	Description	QTY	Unit	Unit Price	Amount
#1	Bic Graphic USA ®-ASI/4048—TS Tri-Stic Medium Ball point pen with 1 color logo on 3 sides (orange body, blue tip and white lettering). Three-sided ballpoint pen with pocket clip. <i>(Only the Bic Graphic pen will be considered, no other pen brands will be accepted.)</i>	15000	Each		
#2	Set up Fee	1	Each		
#3	<u>Freight/Shipping</u>	<u>1</u>	<u>Each</u>	<u> </u>	<u> </u>
				Total Price	

Vendor:		The above offer is valid until:		Payment Terms:	
Signature:		Phone:		Shipping Destination	
Printed Name:		Fax:		Quote FOB:	
Title:		Date:		Shipment origin	Zip Code of Origin
			Best Method of shipment		Lead Time:
			weight	Cost	No Pieces
Buyer: Steven Parker, Office of Insurance Commissioner, Purchasing Officer (360)725-7035					

Office of Insurance Commissioner
Terms and Conditions

1. Quality Standards – Special brands, when named, indicate the standard of quality, performance or use desired. An OIC buyer will consider an equal or superior product if the vendor includes brand, model, and descriptive product information. Acceptance of an equal or superior product is conditioned on inspection, testing and the approval of the product. The OIC buyer may determine that an item is not equal or superior and return the product at the vendor's expense.	10. Cash Discounts – The period of computation for a cash discount commences on the date of delivery of goods or services or on the date OIC receives a correctly completed invoice, whichever is later. If OIC is entitled to a credit due to damage to the goods or some other dispute, the cash discount period commences on the date the vendor authorizes the credit. If OIC and the vendor make the discount part of the order, but the vendor does not reflect the cash discount on the invoice, OIC will apply discount commencing on the date OIC determines that the cash discount applies.
2. Shipping Instructions – OIC will provide shipping instructions on the purchase order. OIC reserves the right to refuse any C.O.D. shipment.	11. Late Payment Charges – Vendor shall not consider payment late if OIC has a check or warrant available or mailed within the time specified. Vendor may invoice OIC a late payment as prescribed in RCW 39.76
3. Risk of Loss – Vendor agrees to bear all risks of loss, injury, or destruction of goods in this order that occur before delivery. Any loss, injury, or destruction shall not release vendor from any contractual obligations to OIC.	12. Packing – OIC will not pay for special handling, packing, wrapping, bags, containers, reels etc., unless OIC includes those charges in the specification.
4. Rejection – If the goods or tender of delivery fail in any respect to conform to the terms of this request, OIC may (1) reject the whole, (2) accept the whole, or (3) accept any unit or units and reject the rest. Vendor agrees to assume the risks and expenses of return shipment of the rejected goods.	13. Hold Harmless – Vendor shall hold OIC harmless from and against any damage, claim, or liability for any or all injuries to persons or property arising from acts of omission of vendor, its employees, agents, or subcontractors, howsoever caused.
5. Warranties – Vendor warrants goods or services offered conform to the specifications of this request and that the goods or services are fit for the purpose for which such goods or services are ordinarily employed.	14. Intellectual Property Infringements – Vendor agrees to hold harmless OIC against all claims for patent, trademark, copyright, or franchise infringement arising from the purchase, installation, or use of goods on this order.
6. Liens, Claim, and Encumbrances – Vendor warrants and represents that all the goods offered to OIC are free and clear of all liens, claims, or encumbrances of any kind.	15. FPR/ASPR – All Federal fund expenditures are subject to the Federal Acquisition Regulation (FAR) flowdown clauses identified on any attachment to the request.
7. Deliver – Vendor shall give notice to and obtain prior approval from an OIC buyer for any exception to the delivery date. Delivery date shall be no later than 120 days from the date OIC places on the order unless otherwise specified on the purchase order. OIC's acceptance of a late order, either with or without objection or reservation, shall not waive the right to claim damages for such breach nor shall such acceptance constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by the vendor. OIC reserves the right to cancel any order not delivered within the prescribed time.	16. Law – The laws of the State of Washington shall govern this transaction. The venue of any action brought hereunder shall be in the Superior Court, State of Washington.
8. Taxes – OIC agrees to pay all State of Washington sales or use taxes unless otherwise specified. Vendor shall not charge OIC for any taxes from any other state or from the federal government.	17. Nondiscrimination – The parties agree to be bound by the applicable state and federal rules governing equal employment opportunity, sexual orientation (to include gender identity) and nondiscrimination.
9. Payments – OIC will pay within 30 days of the receipt of a properly completed invoice and the receipt of the invoiced items unless otherwise specified on the purchase order. A properly completed invoice includes vendor name and address, itemized the purchased products and bills OIC. OIC shall mail payments to vendors through the United States mail unless otherwise specified. OIC shall not honor drafts not accept goods on a sight draft basis.	18. OSHA/WISHA – Vendor agrees to hold harmless OIC from all damages assessed as a result of vendor's fault to comply with the Federal Occupational Safety and Health Act (OSHA), the Washington Industrial Safety and Health Act (WISHA) and the standards issued thereunder and for the failure of the items furnished under this request for prices to so comply.