



Issue date: December 8, 2014
Invitation to Bid title: CAB-OVER TRUCK
ITB number: FWPS-120814
ITB due/opening date and time: Friday January 9, 2015 @ 2:00pm
Bid opening address: Federal Way Public Schools
33330 8th Ave S
Federal Way Washington 98003

All bids will be opened and read aloud in public at the time and place specified above. All bidders and other persons who may be interested in this matter are invited to be present.

Each bid is to be filed in a separate envelope and marked with the appropriate bid name, date and time of opening. All bids must be at Federal Way Public Schools offices on or before the time shown above or they will not be accepted. Faxed, e-mail, or "postage due" bids will be not be accepted by Federal Way Public Schools.

PROPOSAL CERTIFICATION: The signature on this ITB certifies that the vendor has read this Invitation to Bid, is authorized to bind the contract, and agrees to furnish the requested supplies or services in accordance with this Invitation to Bid. All pricing and signatures must be in ink.

Purchasing Official: Dana Harris, Buyer
Phone: 253-945-2076
Fax: 253-945-2055

FIRM NAME _____
ADDRESS _____
CITY, STATE, ZIP _____
AUTHORIZED SIGNATURE _____
NAME (TYPE OR PRINT) _____
TITLE _____
TELEPHONE NUMBER _____
FAX NUMBER _____
EMAIL ADDRESS _____
ADDENDUM(s) RECEIVED _____

ITB advertised in the Daily Journal of Commerce
December 10, 2014 and December 17, 2014

INSTRUCTIONS FOR INVITATION TO BID

- 1) **INVITATION TO BID REVIEW:** Carefully review this ITB for defects or objectionable material. ITB comments concerning defects or objectionable material or any questions with regard to this ITB must be made in writing and received by the purchasing authority at least **ten (10) days** before the ITB opening date. This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective ITB, upon which award cannot be made, and the resultant exposure of ITB prices. ITB comments should be sent in writing to the authority listed on the front of this ITB.
- 2) **SUBMITTING BIDS:** Envelopes containing ITBs must be sealed, marked, and addressed as shown in the example below. Put the ITB number and opening date on the envelope of the ITB information. Envelopes with ITB numbers annotated on the outside will not be opened until the scheduled date and time. Envelopes not containing this information may result in a rejected bid.

Purchasing Department
Federal Way Public Schools No. 210
33330 8th Ave S
Federal Way WA 98003

ITB title/number: FWPS-120814
Opening Date: January 9, 2015

Invitation to bid shall use this and any attached forms in submitting bids. No other forms will be accepted.

- 3) **PRODUCTS:** Unless otherwise specified, all prices shall be for new merchandise. Bidder may bid on any or all items. Prices bid shall include all handling and packaging costs. Prices bid for equipment shall include cost of instruction and services manuals where appropriate. The District reserves the right to accept KCDA and state contract pricing in lieu of a bid.
- 4) **PRICES:** The ITB shall state prices in the quantity breakdown as requested on specification sheets. Prices quoted for commodities and service must be in US funds and include applicable federal duty, brokerage fees, packaging, and transportation costs to the FOB point so that upon completion of the service or transfer of title the commodity can be utilized without further cost. Prices quoted must be exclusive of federal, state and local taxes. Federal Way Public Schools is exempt from Federal Excise Tax. Invoices submitted for payment shall include a separate line for all taxes required by State of Washington law. All pricing has been determined independently, without consultation, communication or agreement with others for the purpose of restricting this ITB.
- 5) **ADDENDUMS:** List all addendum(s) received by name and addendum number on the first page of this ITB.
- 6) **SPECIFICATIONS/ALTERNATIVES AND EQUALS:** The District often uses manufacturer's brand and model designations as a specification standard. In some cases, special brands are designated for compatibility with existing facilities or equipment. Offerings of alternate quality of features will, at the District's discretion, be considered on an "alternate" basis. Brands of equal specification, quality, performance, and use may be considered on an "equal" basis; however the District reserves the sole right in qualifying an "equal". All bids must include complete description and descriptive literature with the bid document when an "alternate" or "equal" is bid. If the District accepts a bid on an "alternate" or "equal" basis and the Bidder has bid the wrong item, as determined by the District, the Bidder agrees to pick up the item at their expense and refund any payment for the item within 30 days.

- 7) **BIDDER'S CERTIFICATION:** By signature on their proposal, bidders certify that: they have read this Invitation to Bid; are authorized to bind the vendor; and agree to furnish the requested supplies, equipment or services in accordance with this bid.

- 8) **MISCELLANEOUS:** Illegible bids will be rejected. Retain a copy for your records. All bids and other materials submitted become the property of Federal Way Public Schools. Public records are open to reasonable inspection by the public.

GENERAL TERMS AND CONDITIONS

- 1) **AUTHORITY:** This ITB is written in accordance with R.C.W. 28A.335.190 and the applicable policies of Federal Way Public Schools.

- 2) **COMPLIANCE:** In the performance of a contract that results from this ITB the contractor must comply with all federal, state, and court regulations, codes, and laws; and be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and county taxes.

- 3) **SUITABLE MATERIALS:** Unless otherwise specified, all materials, supplies or equipment offered in the ITB shall be new, unused, of the latest edition, version, model or crop and of recent manufacture. All products offered shall meet or exceed the applicable requirements of OSHA and WISHA.

- 4) **FIRM OFFER:** For the purpose of award, offers made in accordance with this ITB must be good and firm for a period of ninety (90) days from the date of the ITB opening.

- 5) **EXTENSION OF PRICES:** In case of error in the extension of prices in the ITB, the unit prices will govern, in a lot ITB the lot prices shall govern.

- 6) **ITB PREPARATION COSTS:** Federal Way Public Schools is not liable for any costs incurred by the ITB preparation.

- 7) **ITB REJECTION:** Federal Way Public Schools reserves the right to reject any or all bids, and to waive informalities or irregularities in any bid or in the bidding. No faxed, e-mailed, or "postage due" bids will be accepted.

- 8) **ADDENDUMS:** If it is necessary for Federal Way Public Schools to issue an addendum to this ITB it will be promptly mailed to all interested parties registered with the Purchasing Department. If mandatory pre-bid meetings are held, the addendum may only be sent to those who attended. All official clarifications or interpretations of the ITB documents will be by written addendum. Clarification given in any other form will be unofficial. It is the bidder's responsibility to be aware of addendum(s) associated with an ITB.

- 9) **CONTRACT FUNDING:** Bidders are advised that the District anticipates the availability of funds for this ITB. Quantities identified are the **estimated** number of each item needed and will be used in the bid evaluation process; however, the District reserves the right to increase or decrease actual quantities ordered. Unit pricing must be valid regardless of quantity ordered. Each item may be awarded individually.

- 10) **ASSIGNMENT (ITB):** To the extent permitted by law, this Agreement shall be binding upon and insure to the benefit of the Contractor and Federal Way Public Schools and their respective successors and permitted assigns. Neither party may subcontract or assign its rights or obligations under this Agreement

to any other entity or person without the express written consent of the other, which consent may be withheld at its sole discretion.

- 11) **FORCE MAJEURE:** (Impossibility to perform) The contractor is not liable for the consequences of any failure to perform, or default in performing any of its obligations under this agreement, if that failure default is caused by any unforeseeable Force Majeure, beyond the control of and without the fault or negligence of the contractor. For the purposes of this ITB, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.
- 12) **LATE ITB'S:** Late ITBs are those received after the date and time set for the receipt of the ITBs **AND WILL BE REJECTED.**
- 13) **CONTRACT EXTENSION:** Unless otherwise provided in the ITB, Federal Way Public Schools and the successful contractor agree: (1) any holding over of the contract excluding any exercised renewal options will be considered as a month-to-month extension with all other terms and conditions remaining in effect and (2) to provide written notice to the other party of intent to cancel the month to month extension at least thirty (30) days before the desired date of cancellation.
- 14) **DEFAULT:** In case of default by the contractor, for any reason whatsoever, Federal Way Public Schools may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.
- 15) **HOLD HARMLESS:** The contractor will indemnify, hold harmless and defend the school district, its officers, agents and employees from all liability, including costs and expenses, for all actions or claims resulting from injuries or damages sustained by any person or property arising directly or indirectly as a result of any error, omission or negligent act of the contractor, subcontractor or anyone directly or indirectly employed by them in the performance of this contract.
- 16) **JURISDICTION:** This ITB has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this bid shall be governed by the laws of the State of Washington, King County, both as to interpretation and performance. Any action of law, suit in equity, or judicial proceeding for the enforcement of this ITB or any provisions thereof, shall be instituted and maintained and venue shall be only in the courts of competent jurisdiction in King County, Washington.
- 17) **ORDER DOCUMENTS:** Federal Way Public Schools is not bound by a vendor contract signed by a person who is not specifically authorized to sign for Federal Way Public Schools.
- 18) **BILLING INSTRUCTIONS:** Invoices must be billed to the invoicing address shown on the Purchase Order and not to the Purchasing Department. Federal Way Public Schools will make payment after it receives the merchandise or service and the invoice. Questions concerning payment must be addressed to Federal Way Public Schools, Accounts Payable Department. Copies shall be provided at school sites, a summary (organized by school site and invoice numbers= district totals) shall be provided to the Central Kitchen office twice a month.

- 19) **COPYRIGHT PROVISIONS:** Unless otherwise provided, all Materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by Federal Way Public Schools. Federal Way Public Schools shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright Laws, Contractor hereby irrevocably assigns all right, title and interest in Materials, including all intellectual property rights, to Federal Way Public Schools effective from the moment of creation of such Materials. Materials means all terms in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.
- 20) **SAMPLES:** In some cases, samples are requested to be furnished by the Bidder at no charge to the District to determine acceptability of any item. All samples must be labeled with Bidder's Name, Bid Number and Bid Item Number.
- 21) **BID CHANGES OR WITHDRAWAL:** All changes and erasures must be made before bid opening date and time, and initialed. Bidder may not withdraw their bid after the bid opening.
- 22) **BID BOND:** A bid bond is not required.
- 23) **PERFORMANCE BOND:** A performance bond is not required.
- 24) **INSURANCE:** The following insurance is required and must be kept in force during the term of the contract. All required insurance must be in place prior to the start of any work. Federal Way Public Schools shall be given thirty (30) days prior written notice of any cancellation, suspension or material change in coverage. **Federal Way Public Schools must be named additional insured with endorsement provided.**

Commercial General Liability

- (a) Written on an occurrence basis with limits no less than \$1,000,000.00 combined single limit per occurrence and
- (b) \$2,000,000.00 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not limited to: blanket contractual, products/completed operations, broad form property damage, explosion, collapse and underground (XCU) if applicable and employer's liability.

Automobile Liability Insurance

Limits no less than \$1,000,000.00 combined single limit per accident for bodily injury and property damage.

Professional Liability Insurance

Limits no less than \$1,000,000.00 per occurrence.

- 25) **CONFIDENTIALITY / SAFEGUARDING OF INFORMATION:** The Contractor shall not use or disclose any information concerning Federal Way Public Schools, or information which may be classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of Federal Way Public Schools, or as required by law, during the term of this contract and beyond.
- 26) **SEVERABILITY:** The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this contract.

SPECIAL TERMS AND CONDITIONS

- **See Attachment A for Cab-Over Truck Specifications**
- **Delivery time: Specify number of calendar days After Receipt of order**

POST-BID PROCEDURES

- 1) **AWARDS:** The District seeks qualified vendors and reserves the right to reject any and all bids, to waive any and all informalities and the right to disregard all nonconforming, non-responsive, or conditional bids. Award of the contract(s) will be made on the basis of bid price and other factors such as:
- a) the ability, capacity, and skill of the vendor to provide the materials and/or services required;
 - b) the character, integrity, reputation, judgment, experience, and efficiency of the vendor;
 - c) whether the vendor can supply the materials and/or services within the time specified;
 - d) the quality of performance of previous materials and/or services; and
 - e) the previous and existing compliance by the vendor with laws relating to the contract or services.

The District may use any means necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications, and financial ability of the vendor to supply materials and/or services to the District's satisfaction within the prescribed time. The District reserves the right to reject the bid of any vendor who does not pass any such evaluation to the District's satisfaction.

- 2) **TAXES:** The District is exempt from certain federal taxes. The District is required to remit Washington State Sales Tax for purchases outside of Washington where no sales tax is collected.
- 3) **DELIVERY:** Bid prices are to be FOB Destination and shipping is to be prepaid and included (by the bidder). All items ordered may not be delivered to the same address within the District. All merchandise is subject to inspection and acceptance by District personnel before final payment.
- 4) **PACKING LISTS:** Packing lists must accompany all deliveries and include vendor's name, purchase order number, bid item number, unit of purchase, quantity shipped and quantity backordered. Packing lists are not considered invoices.

- 5) **PAYMENT:** Federal Way Public Schools' payment terms are NET 30. Invoices should be reviewed for accuracy to reflect information and pricing as bid. At discretion of the District, partial payments will be made for partial deliveries.
- 6) **CONTINUING OBLIGATION OF CONTRACTOR:** Notwithstanding the expiration date of a contract resulting from this ITB, the contractor is obligated to fulfill its responsibilities until warranties, guarantees, maintenance and parts availability requirements have completely expired, and beyond.
- 7) **RIGHT OF INSPECTION:** The Contractor shall provide right of access to its facilities to Federal Way Public Schools, or any of its officers, authorized agent or official, at reasonable times, in order to monitor and evaluate performance, compliance and/or quality assurance under this contract.
- 8) **CONTRACTOR EMPLOYEES-ACCESS TO CHILDREN:** The contractor is prohibited from employing any person who may have contact with children at public schools during completion of this contract who has pled guilty to or been convicted of crimes listed in R.C.W. 28A.400.330. Failure to comply with this section shall be grounds for immediate termination of this contract.

FWPS-120814
CAB-OVER TRUCK
ATTACHMENT A

TRUCK AND ALL SPECIFICATIONS OR EQUAL:

YEAR	2014
MAKE	
MODEL	2600 COE DESIGN
CAB	Forward control, steel construction, tilting cab. Cab suspension with shock absorbers
COLOR	White
WHEELBASE	177
FRONT AXLE	9480 lbs
REAR AXLE	8080 lbs
TRANSMISSION	Peterbilt or Kenworth isb 6.7 ISB Cummins Allison 200 series 5 speed OR 3000 series
FUEL TANK	50 Gallon
TIRES	11R22.514PR
STEERING	Power, Tilt, Telescopic
RADIO	AM-FM, CD Bluetooth / Handsfree mobile device reception, access
AIR CONDITIONING	Standard
CENTER SEAT	Included
CHASSIS FRAME	Ladder type, channel section side rail
DIMENSIONS (IN.)	9.84 X 3.15 X 0.31
ASSEMBLED WITH (IN)	33.9
YIELD STRENGTH (psi)	51,200
RBM (in.-)	1,362,000

Height x Flange Width x Thickness, specification based on complete chassis (both rails)

PARK BRAKE	Air operated rear wheel park brake
DRIVER	Height & seat back angle adjustable, with air suspension, cloth cover, and high Back type
LIGHTS	Day Time Running Lights
EXHAUST BRAKE	Electrically controlled, pneumatically activated butterfly valve in exhaust pipe
GVWR	25,995
ENGINE	isb 6.7 Cummins
HP	230
CYLINDER	6
TORQUE	506 lb FT @ 1500rpm
BRAKE SYSTEM	Anti-lock Braking System, Dual line, Air over-hydraulic brake system
FRONT	Internal expanding, two leading shoe, and shelf adjusting drum brake diameter x lining with x lining thickness (15.75 x 4.72 x .59 in)
REAR	Internal expanding, dual two leading shoe, self adjusting drum brake. Drum diameter x lining width x lining thickness (15.75 x 6.10 x .59in)
AIR DRYER	Standard
PARKING BRAKE	Hand brake lever activating drum at rear of transmission
EXHAUST BRAKE	Electrically controlled, pneumatically activated butterfly in exhaust pipe
**	Camera Backup in Rear View Mirror (By Rosco)
**	Electric Heated Side view
MAXON LIFTGATE	RC4 42" X 94" Platform w/ 16" x 80" Reinforced Flip Plate extension

INTERIOR TIES

- Side Hardwood slat ¾” x 5-1/2” Apitong (6 rows)
- Evenly spaced rows in relation to scuff, liner, or other selected interior options series E-Track post mounted on side WASS (2 rows)
- Locate post mounted row at 24” from top of floor to center of track
- Locate post mounted row at 48” from top of floor to center of track
- Series E-Track surface mounted on front wall
- Locate surface mounted row at 24” from top of floor to center of track
- Locate surface mounted row at 48” from top of floor to center of track

BODY SPECIFICATIONS

- SKINS-FRONT .40 Aluminum pre-painted white
- LINER-FRONT Liner – front ½” plywood full
- SCUFF Scuff –front apiton ¾” x 11” high
- ROOF .062 Translucent aerodynamic aluminum radius and ply tuff corner caps
- INTERIOR LIGHTS Dome with switch at rear at lower curbside (passenger)
Total of 1.0 dome light(s)
- EXTERIOR LIGHTS Per FMVSS-108 Trucklite model 21 led with return ground
- PAINT Rear Frame steel white imron
- DECALS Morgan-black-flatbed pick up
- SAFETY ITEMS Aluminum 12” grab handle bolted
- GRAB HANDLE MOUNTED ON CURBSIDE AND ROADSIDE REAR
- “FOREWARN” BRAND OR EQUAL BACKUP WARNING BEEPER