



# Federal Way Public Schools

Every Student, a Reader

**Issue date: November 9, 2012**

**ITB: Central Kitchen Food Service Equipment**

**ITB number: FWPS ITB110912**

**ITB due date and time: November 27, 2012, 2:00pm**

**Delivery address:**

**Federal Way Public Schools  
Purchasing Department  
33330 8<sup>th</sup> Ave S  
Federal Way, WA 98003**

The District is requesting bids for food service equipment for the Nutrition Services Department.

Each ITB is to be filed in a sealed envelope and marked with the appropriate ITB name, due date and time. All bid documents 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" proposals will not be accepted by Federal Way Public Schools.

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

**Purchasing Officials:**

**Lynn Shore, Buyer**

**Phone:**

**253-945-2051**

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 November 13 and November 19, 2012.**

## **INSTRUCTIONS FOR ITB**

1. **ITB 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 **five (5) 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 PROPOSALS:** 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 proposal.

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

ITB title/number: **FWPS ITB110912**  
Opening Date: **November 27, 2012, 2:00pm**

Vendors shall use this and any attached forms in submitting proposals. No other forms will be accepted.

3. **PRODUCTS:** Unless otherwise specified, all prices shall be for new merchandise. Vendor may quote on any or all items. Prices quoted shall include all handling and packaging costs. Prices quoted 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 proposal.
4. **PRICES:** The ITB shall state prices in the units of issue. 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. 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 proposals must include complete description and descriptive literature with the proposal document when an "alternate" or "equal" is bid. If the District accepts a bid on an "alternate" or "equal" basis and the vendor has quoted the wrong item, as determined by the District, the vendor agrees to pick up the item at their expense and refund any payment for the item within 30 days.

7. **VENDOR'S CERTIFICATION:** By signature on their proposal, vendors certify that: they have read this ITB; are authorized to bind the vendor; and agree to furnish the requested supplies, equipment, references or services in accordance with the outlined specifications.
8. **MISCELLANEOUS:** Illegible proposals will be rejected. Retain a copy for your records. All proposals 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 vendor 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 taxes.
3. **TAXES:** Federal Way Public Schools is exempt from Federal Excise Tax. The District is required to remit Washington State Sales Tax including purchases outside of Washington where no sales tax is collected. Items purchased for fund raising purposes will be exempt from Washington State Sales tax under RCW82.04.3651.
4. **DELIVERY:** Quoted prices are to be FOB Destination and shipping is to be prepaid and included (by the vendor). 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.
5. **PACKING LISTS:** Packing lists must accompany all deliveries and include vendor's name, purchase order number, ITB item number, unit of purchase, quantity shipped and quantity backordered. Packing lists are not considered invoices.
6. **PAYMENT:** Federal Way Public Schools' payment terms are NET 30. Invoices should be reviewed for accuracy to reflect information and pricing as proposed. At discretion of the District, partial payments will be made for partial deliveries.
7. **CONTINUING OBLIGATION OF VENDOR:** Notwithstanding the expiration date of a contract resulting from this ITB, the vendor is obligated to fulfill its responsibilities until warranties, guarantees, maintenance and parts availability requirements have completely expired, and beyond.
8. **RIGHT OF INSPECTION:** The Vendor 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.
9. **SUITABLE MATERIALS:** Unless otherwise specified, all materials, supplies or equipment offered in the ITB shall be new, unused, of the latest edition, version, and model or of recent manufacture. All products offered shall meet or exceed the applicable requirements of OSHA and WISHA.
10. **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.
11. **EXTENSION OF PRICES:** In case of error in the extension of prices in the ITB, the unit prices will govern, in a lot bid the lot prices shall govern.

12. **ITB PREPARATION COSTS:** Federal Way Public Schools is not liable for any costs incurred by the ITB preparation.
13. **ITB REJECTION:** Federal Way Public Schools reserves the right to reject any or all proposals, and to waive informalities or irregularities in any proposal. No faxed, e-mailed, or "postage due" proposals will be accepted.
14. **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-proposal 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 vendor's responsibility to be aware of addendum(s) associated with an ITB.
15. **CONTRACT FUNDING:** Vendors 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 proposal evaluation process; however, the District reserves the right to increase or decrease actual quantities ordered. Unit pricing must be valid regardless of quantity ordered. Individual items may be awarded individually.
16. **ASSIGNMENT (ITB):** Assignment of the rights and duties under a contract or Purchase Order resulting from this ITB is not permitted unless authorized in writing by Federal Way Public Schools Purchasing Department.
17. **FORCE MAJEURE:** (Impossibility to perform) The vendor 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 vendor. 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.
18. **LATE ITB'S:** Late ITBs are those received after the date and time set for the receipt of the ITBs **AND WILL BE REJECTED.**
19. **CONTRACT EXTENSION:** Unless otherwise provided in the ITB, Federal Way Public Schools and the successful vendor 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.
20. **DEFAULT:** In case of default by the vendor, for any reason whatsoever, Federal Way Public Schools may procure the goods or services from another source and hold the vendor responsible for any resulting excess cost and may seek other remedies under law or equity.
21. **HOLD HARMLESS:** The vendor 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 vendor, subcontractor or anyone directly or indirectly employed by them in the performance of this contract.

22. **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 ITB 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.
23. **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.
24. **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.
25. **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, Vendor 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.
26. **SAMPLES:** In some cases, samples are requested to be furnished by the Vendor at no charge to the District to determine acceptability of any item. All samples must be labeled with Vendor's Name, ITB Number and ITB Item Number.
27. **ITB CHANGES OR WITHDRAWAL:** All changes and erasures must be made before proposal opening date and time, and initialed. Vendor may not withdraw their ITB after the ITB opening.
28. **ITB BOND:** An ITB bond is not required.
29. **PERFORMANCE BOND:** A performance bond is not required.
30. **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.

### **Professional Liability Insurance**

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

31. **CONFIDENTIALITY / SAFEGUARDING OF INFORMATION:** The Vendor 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.
32. **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.
33. **VENDOR EMPLOYEES-ACCESS TO CHILDREN:** The vendor 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.
34. **DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:** A Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion form is attached. This form is an integral part of this ITB and must be completely filled in, signed and returned as part of the ITB package in order to be considered as a qualified bidder.

**FEDERAL WAY PUBLIC SCHOOLS**

**Certification Regarding Debarment, Suspension, Ineligibility and  
Voluntary Exclusion**

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS THAT FOLLOW)

In submitting the proposal to provide products and/or services as outlined in the bid specifications the prospective vendor certifies, by submission of this document, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from Federal procurement actions by any Federal Department or Agency. The prospective vendor further agrees by submitting this form that it will inform any and all subcontractors of this requirement and document such notification.

Where the prospective vendor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation.

We fully understand that, if information contrary to this certification subsequently becomes available, such evidence may be grounds for non-award or nullification of a bid contract or cancellation of purchase orders and personal services agreements.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Participant's Responsibilities.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City & State: \_\_\_\_\_

Date: \_\_\_\_\_

**ITB: Central Kitchen Food Service Equipment**  
**ITB number: FWPS ITB110912**

CENTRAL KITCHEN FOOD SERVICES EQUIPMENT  
SPECIFICATIONS

**GENERAL:** Description: Food Slicer  
Mfg: Seven Chefs  
Model: ECD-202  
Substitutions: Permitted if meets or exceeds specified item.  
Quantity of Order = 1

**VENDOR NAME:** \_\_\_\_\_

**Bid Price:** \_\_\_\_\_

**Proposed Item:** \_\_\_\_\_  
Must list product, manufacturer and model

**EXACT SPECIFICATIONS**  
Specify Compliance by writing  
“COMPLIANT” on each line or  
indicate description of deviation  
when a specification is not met.

**BODY, CONVEYOR, BLADES**

- Stainless steel body construction \_\_\_\_\_
- Conveyor belt must be completely  
removable in under 2.5 minutes – no  
tools required \_\_\_\_\_
- Opening to cutter compartment from  
conveyor belt: approx 4.72” x 3.54” \_\_\_\_\_
- Optimal cutting thickness range  
1/64” – 3 1/8” utilizing selected blades  
and control settings \_\_\_\_\_
- Machine must be able to perform the  
following cutting functions with optional  
disks or accessories:
  - 1. Julienne



2. Shred
3. Coin cut
4. Grate
5. Bias cut

- One (1) standard twin-cutter blade included in base bid price with 45 pre-set cutting sizes between 1/64” and 1 5/8”
- Machine must be able to stop the conveyor belts from rotating when the bias hopper is attached for manual feed
- Processing speeds 440 to 4400 lbs/h

**CONTROLS**

- Four (4) safety switches activated:
  1. If front cover door is opened
  2. When upper conveyor cover or the top cover is removed
  3. When the gear cover is removed or hood disk is opened
  4. To prevent user from reaching into cutting /processing area
- One (1) Emergency Stop Button – when button is pressed, the machine will stop, and the power supply will shut off
- Easy operational LCD digital display panel – only three (3) settings to enter
  1. Cutter Type
  2. Speed
  3. Cut length
- LCD digital display panel memory function stores up to 5 product cut settings
- LCD digital display panel continuously indicates machines operational status on the backlit LCD screen

- LCD digital display back up memory – memorizes last function used
- Visible cutter rotation lamp – flashes when blade is rotating
- Conveyor feed button – allows for reverse feed of conveyor without rotating the cutter to reverse material feed and remove clogged materials

---



---



---

**ELECTRICAL**

- Cutter motor: 3-phase, 208v, 1750rpm, 750w
- Conveyor motor: 3-phase, 208v, 1750rpm, 200w

---



---

**MANUFACTURER COMPLIANCE**

- ELT tested to NSF and UL standards
- Safety face plates and labels for Warning, Caution, Danger, and Rules For Safety to be installed directly on machine where appropriate

---



---

**WARRANTY**

- Minimum 1 year parts and labor  
\*\*\*Submit a copy of product and motor warranty
- Warranty repairs to be performed at the Central Kitchen Warehouse in Federal Way, WA by Manufacturer trained service technicians

---

\*\*\* Submittal required

---

**PRODUCT OPTIONS ACCESSORIES**

**List individual unit accessory price**

**PRICE LIST:**

- Twin Slicing Disk Cutter 1/64” – 1/4”
- Single Slicing Disk Cutter 1/4” to 5/8”

---



---

- Twin Sticking Disk Cutter 1/8" X 1/8" etc \_\_\_\_\_
- Single sticking disk cutter 3/8" x 3/8" etc \_\_\_\_\_
- Shredding Disk Cutter \_\_\_\_\_
- ES-806 standard blade \_\_\_\_\_
- ES932 blade \_\_\_\_\_
- Sticking blade \_\_\_\_\_
- ES910 rectangular blade \_\_\_\_\_
- 2.5M x 25T plastic gear \_\_\_\_\_
- Spring \_\_\_\_\_
- Bias cut hopper \_\_\_\_\_
- Disk Storage box \_\_\_\_\_
- Four (4) caster wheels \_\_\_\_\_

List lead time from date of order  
to date of onsite delivery:

DELIVERY LEAD TIME

\_\_\_\_\_

- List service representative warranty  
response time \_\_\_\_\_

Note:

- Upon notification, substituted products must be delivered to 1344 S 308th St, Federal Way, WA 98003 within 5 working days of said notification for product demonstration and inspection. An alternate demonstration and inspection site located within a 25 mile radius from above noted delivery location would be allowable.
- Upon completion of post-installation inspection and equipment startup, vendor to demonstrate equipment operation and provide on-site training for kitchen staff within 30 days of said completion. All features and functions of unit shall be demonstrated during training and all operating procedures, safety and maintenance requirements shall be covered.