FEDERAL WAY
PUBLIC SCHOOLS

BUSINESS SERVICES

Each Scholar: A Voice. A Dream. A BRIGHT Future.

Issue date:	**January 9, 2026**
ITB due date and time:	**January 28, 2026 @ 2pm**
Invitation to Bid number:	**ITB FWPS-010926**
Delivery address:	**Federal Way Public Schools Purchasing Department 33330 8TH Ave S Federal Way, WA 98003**

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

PROPOSAL CERTIFICATION: The signature on this ITB certifies that the Bidder/Contractor has read this Invitation to Bid in it's entirety, is authorized to bind the contract, and agrees to furnish the requested supplies or services in accordance with this Invitation to Bid specifications. All signatures must be in ink.

Purchasing Official:	**Dana Harris Contract Management/Procurement Specialist**
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

January 14th and 21st, 2026

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 **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 8th Ave S
   Federal Way WA 98003

   ITB title/number:

   Opening Date:

   Bidder/Contractor 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. Bidder/Contractor 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:** 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 Bidder/Contractor's responsibility to be aware of addendum(s) associated with an ITB.
   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 Bidder/Contractor has quoted the wrong item, as determined by the District, the contractor agrees to pick up the item at their expense and refund any payment for the item within 30 days.

7. **BIDDER/CONTRACTOR'S CERTIFICATION:** By signature on their proposal, Bidder/Contractors certify that: they have read this Invitation to Bid; are authorized to bind the Bidder/Contractor; 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.

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

10. **COMPLIANCE:** In the performance of a contract that results from this ITB the Bidder/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 taxes.

11. **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.

12. **DELIVERY:** Quoted prices are to be FOB Destination and shipping is to be prepaid and included (by the Bidder/Contractor). 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.

13. **PACKING LISTS:** Packing lists must accompany all deliveries and include Bidder/Contractor's name, purchase order number, ITB item number, unit of purchase, quantity shipped and quantity backordered. Packing lists are not considered invoices.

14. **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.

15. **CONTINUING OBLIGATION OF BIDDER/CONTRACTOR:** Notwithstanding the expiration date of a contract resulting from this ITB, the Bidder/Contractor is obligated to fulfill its responsibilities until warranties, guarantees, maintenance and parts availability requirements have completely expired, and beyond.

16. **RIGHT OF INSPECTION:** The Bidder/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.

17. **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.

18. **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.

19. **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.

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

21. **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.

22. **CONTRACT FUNDING:** Bidder/Contractors 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.

23. **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.

24. **FORCE MAJEURE:** (Impossibility to perform) The Bidder/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 Bidder/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.

25. **LATE ITB'S:** Late ITBs are those received after the date and time set for the receipt of the ITBs **AND WILL BE REJECTED.**

26. **CONTRACT EXTENSION:** Unless otherwise provided in the ITB, Federal Way Public Schools and the successful Bidder/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.

27. **DEFAULT:** In case of default by the Bidder/Contractor, for any reason whatsoever, Federal Way Public Schools may procure the goods or services from another source and hold the Bidder/Contractor responsible for any resulting excess cost and may seek other remedies under law or equity.

28. **HOLD HARMLESS:** The Bidder/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.

29. **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.

30. **ORDER DOCUMENTS:** Federal Way Public Schools is not bound by a Bidder/Contractor contract signed by a person who is not specifically authorized to sign for Federal Way Public Schools.

31. **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.

32. **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, Bidder/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.

33. **SAMPLES:** In some cases, samples are requested to be furnished by the Bidder/Contractor at no charge to the District to determine acceptability of any item. All samples must be labeled with Bidder/Contractor's Name, ITB Number and ITB Item Number.

34. **ITB CHANGES OR WITHDRAWAL:** All changes and erasures must be made before proposal opening date and time, and initialed. Bidder/Contractor may not withdraw their bid after the bid opening.

35. **BID BOND:** A bid bond is not required.

36. **PERFORMANCE BOND:** A performance bond is not required.

37. **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.

38. CONFIDENTIALITY / SAFEGUARDING OF INFORMATION: The Bidder/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.

39. 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.

40. BIDDER/CONTRACTOR EMPLOYEES-ACCESS TO CHILDREN: The Bidder/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.

41. 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 bid and must be completely filled in, signed and returned as part of the bid package in order to be considered as a qualified Bidder/Contractor.

42. NON DISCRIMINATION

Nondiscrimination Requirement. During the term of the Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.

43. OBLIGATION TO COOPERATE

Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).

44. DEFAULT

Notwithstanding any provision to the contrary, Agency may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until Agency receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), Agency may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

45. REMEDIES FOR BREACH.

Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Agency shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe Agency for default under this provision.

FEDERAL PROCUREMENT TERMS AND CONDITIONS:

Provisions for Non-United States Federal Entity Procurements under United States
Federal Awards or other Awards
Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.
A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.
B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal
program legislation, all prime construction contracts in excess of $2,000 awarded by nonfederal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the
wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors

and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the
compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).

Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or
under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Buyer resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.

If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Buyer resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).

Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the

Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).

A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. §1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).

Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS.

To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. §200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after
grantees or subgrantees submit final expenditure reports or quarterly or annual financial
reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.

To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE.

To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336).

Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right

also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).

A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS.

The Supplier will not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT.

The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT.

The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST.

The Supplier must notify the U.S. Office of General Services, Buyer, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Buyer, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS.

To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322

U. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

To the extent applicable, the non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are
used when possible as defined in 2 C.F.R. § 200.321.

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: _____

Exhibit A – Truck Specifications

Box Truck Specifications
Year: 2024 or newer

Class:	CLASS 6 (GVW 19501 - 26000)
Fuel:	Diesel
Drivetrain:	Rear Wheel Drive
Engine Size:	6.7L
Transmission Speed:	6
Transmission Type:	Automatic
Doors:	2
Chassis:	Regular Cab Chassis
Lift Gate:	Tuck Away or Rail Mounted
Box Size:	The box lengths can be from 16-20' (18' is preferred)
Box height:	91" inside minimum
Box width:	96" outside
Camera:	Rear Back Up Camera
Availability:	Immediate to - within 3 months