



**FEDERAL WAY  
PUBLIC SCHOOLS**

**Issue date:** March 20, 2017

**Request for Proposal** (2) Three compartment Refrigeration Units

**RFP number:** RFP #FWPS-032017

**RFP due date and time:** April 12, 2017

**Delivery address:** Federal Way Public Schools  
Purchasing Department  
33330 8<sup>TH</sup> Ave S  
Federal Way, WA 98003

Each proposal is to be filed in a sealed envelope and marked with the appropriate RFP name, due date and time. All proposals 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 RFP certifies that the contractor has read this Request for Proposal in its entirety, is authorized to bind the contract, and agrees to furnish the requested supplies or services in accordance with this Request for Proposal specifications. All 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 \_\_\_\_\_

**RFP advertised in the Daily Journal of Commerce**

March 24<sup>th</sup> and March 29<sup>th</sup>, 2017

**Scope of Work:**

The Contractor shall perform such work and accomplish such tasks, including obtaining and furnishing of all materials and equipment necessary for full performance thereof, as identified and designated per attachment "A" and all addendum. All work shall be coordinated and authorized by Federal Way Public Schools.

**INSTRUCTIONS FOR REQUEST FOR PROPOSAL**

1. **REQUEST FOR PROPOSAL REVIEW:** Carefully review this RFP for defects or objectionable material. RFP comments concerning defects or objectionable material or any questions with regard to this RFP must be made in writing and received by the purchasing authority at least **five (5) days** before the RFP 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 RFP, upon which award cannot be made, and the resultant exposure of RFP prices. RFP comments should be sent in writing to the authority listed on the front of this RFP.
2. **SUBMITTING PROPOSALS:** Envelopes containing RFPs must be sealed, marked, and addressed as shown in the example below. Put the RFP number and opening date on the envelope of the RFP information. Envelopes with RFP 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  
RFP title/number: FWPS RFP-032017  
Opening Date: April 12, 2017 @ 2:00pm

Contractors 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. 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 RFP 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 RFP.
5. **ADDENDUMS:** List all addendum(s) received by name and addendum number on the first page of this RFP.
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 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. **CONTRACTOR'S CERTIFICATION:** By signature on their proposal, contractors certify that: they have read this Request for Proposal; are authorized to bind the 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.

#### **GENERAL TERMS AND CONDITIONS**

1. **AUTHORITY:** This RFP 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 RFP 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 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 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.

5. **PACKING LISTS:** Packing lists must accompany all deliveries and include contractor's name, purchase order number, RFP 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 CONTRACTOR:** Notwithstanding the expiration date of a contract resulting from this RFP, the contractor is obligated to fulfill its responsibilities until warranties, guarantees, maintenance and parts availability requirements have completely expired, and beyond.
8. **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.
9. **SUITABLE MATERIALS:** Unless otherwise specified, all materials, supplies or equipment offered in the RFP 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 RFP must be good and firm for a period of ninety (90) days from the date of the RFP opening.
11. **EXTENSION OF PRICES:** In case of error in the extension of prices in the RFP, the unit prices will govern, in a lot RFP the lot prices shall govern.
12. **RFP PREPARATION COSTS:** Federal Way Public Schools is not liable for any costs incurred by the RFP preparation.
13. **RFP 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 RFP 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 RFP documents will be by written addendum. Clarification given in any other form will be unofficial. It is the contractor's responsibility to be aware of addendum(s) associated with an RFP.
15. **CONTRACT FUNDING:** Contractors are advised that the District anticipates the availability of funds for this RFP. 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 (RFP):** Assignment of the rights and duties under a contract or Purchase Order resulting from this RFP is not permitted unless authorized in writing by Federal Way Public Schools Purchasing Department.
17. **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 RFP, 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 RFP'S:** Late RFPs are those received after the date and time set for the receipt of the RFPs **AND WILL BE REJECTED.**
19. **CONTRACT EXTENSION:** Unless otherwise provided in the RFP, 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.
20. **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.
21. **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.
22. **JURISDICTION:** This RFP 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 RFP 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 contractor 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, 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.
26. **SAMPLES:** In some cases, samples are requested to be furnished by the Contractor at no charge to the District to determine acceptability of any item. All samples must be labeled with Contractor’s Name, RFP Number and RFP Item Number.
27. **RFP CHANGES OR WITHDRAWAL:** All changes and erasures must be made before proposal opening date and time, and initialed. Contractor may not withdraw their bid after the bid opening.
28. **BID BOND:** A bid bond is not required.
29. **PERFORMANCE BOND:** In accordance with Ch. 39.08 RCW, Contractor shall furnish to the District a bond, with a surety company licensed as a surety in Washington as surety, conditioned that the Contractor shall faithfully perform all provisions of the Agreement and pay all laborers, mechanics, subcontractors and materialmen, and all persons who supply such person or persons, or subcontractors, with provisions and supplies for carrying out the project. Said bond shall be in the amount of the total amount of this Agreement. If the total contract amount is \$35,000.00 or less, contractor may opt to have the District retain fifty percent of the contract amount in lieu of the bond, for a period of thirty days after the date of final acceptance, or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries, and settlement of any liens filed under Ch.60.28 RCW, whichever is later.
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 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.
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. **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.
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 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 (See attachment B, page 11)

**Attachment A**

- 2 ea Three Compartment Roll-in Refrigerator 90-SS-2S 90" wide 85" high, three Door, Utility Brand **OR** equal / approved alternate to coincide with what is being bid / specified (see 1.03). Please identify if alternate is being quoted.

**Must be received at site no later than June 20, 2017**

#### 1.01 WORK INCLUDED

Provide necessary labor, material, equipment and tools for complete installation of above named refrigerators

#### 1.02 RELATED WORK

**Site preparation is required. Site visits will be available April 4<sup>th</sup>-6<sup>th</sup> (Tuesday through Thursday) from 10am – 12pm. Please call Dana Harris @ 253.945.2076 for further information or to schedule an appointment on those designated days and times.**

Removal of existing cabinets on west wall and disposal

Plumbing – Piping, drain lines, floor sinks, drains, underground vent systems

Electrical services, including installation of refrigerators

Penetrations by each trade

Paint (FWSD will provide paint to match)

#### 1.03 SPECIFICATIONS

- Prefer American made and manufactured
- Stainless steel front and sides
- Stainless steel interior
- Heavy-gauge reinforced stainless steel floor
- Self-closing hinges with stay-open feature at 120 degree (standard door hinging: Single door units hinged on left; Two door units, left door hinged on left, right door hinged on right; Three door units, left door hinged on left, center and right doors hinged on right. Provide other configuration options if available
- Full-length recessed Unigrip TM door handle with security heavy-duty built-in cylinder lock on solid doors.
- Automatic interior light (solid doors only, switch concealed in door hinge)
- Removable stainless steel entrance ramps



- Stainless steel cart guides and bumpers
- Stainless steel shelving (three per opening or a total of 9 shelves per 3 door unit)
- Condensable heaters around door openings
- Three hinges per door
- Snap-in magnetic door gaskets
- Expansion valve refrigeration system
- Top-Mounted compressor
- Digital temperature control
- R-404a Refrigerant for superior temperature recover and pulldown
- Expansion valve
- Site glass
- Dryer
- Low pressure cut off
- Service port(s) for repair
- Condensate evaporator
- Impact resistant PVC breaker strip
- 5-year compressor, 5 year parts, 1-year labor warranty
- Modify to permit storage of racks up to 72" in height
- Stainless steel back
- Stainless steel bottom
- Shelving option (in lieu of cart or above cart; please specify)
- Water-cooled condensing unit, **NOT AIR**
- Temperature alarm
- Width (overall) 90"
- Depth (overall) 34-1/2"
- Height 85" (modify to permit storage racks up to 72" in height)
- Depth (door open 90 degrees) 62"
- Door opening (net width) 23-1/4"
- Cart width, maximum 23"
- Cart height maximum (with optional modifications) 72"
- Cart depth maximum 29"
- Voltage (dedicated circuit required) 115
- Amperage (with solid doors, consult factory for glass door amperages) 16.2
- NEMA plug configuration 5-20P
- Prefer receiver tank to save refrigerant during servicing

- **Cabinet Exterior**

Exterior sides are constructed of heavy gauge stainless steel. Exterior back and bottom are constructed of heavy gauge galvanized or optional stainless steel. Stainless steel top-mount housing. Exterior digital thermometer. Cabinet body is 100% CFC free, foamed-in-place polyurethane insulation.

- **Cabinet Interior**

All heavy gauge stainless steel construction with radius corners. Stainless steel cart guides, bumpers, and entrance ramps. Automatic interior light with concealed actuator (solid doors only). High output fluorescent lamp on glass door models. Door openings protected by impact-resistant PVC breaker strip. Allows storage of carts up to 72" high.

- **Doors**  
All stainless steel construction with magnetic snap-in gasket. Door perimeters have built-in energy saving condensate heaters. Doors are equipped with self-closing lift off cam hinges for easy door removal in order to prevent damage to door during installation. Doors stay open at 120 degrees for easy access to interior. Optional glass doors have two panes for maximum refrigeration efficiency. The optional heated glass prevents condensation in humid environments. Standard hinging is left door hinged left, center and right doors hinged right (other configurations available-please specify.)
- **Refrigeration**  
Top-mounted fully hermetic compressor with R-404a refrigerant. Thermostatic expansion valve for superior performance and efficiency, faster temperature recovery, shorter running time, and lower energy consumption. Pressure control prevents compress or burn out in case of loss of refrigerant. Easy-to-use digital temp. control enables users to adjust setpoint between 35-40 degrees F.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary  
Exclusion

In submitting the proposal to provide products and/or services as outlined in the bid specifications, we hereby certify that we have not been suspended or in any way are excluded from Federal procurement actions by any Federal agency. 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.

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

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

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

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

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

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

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

**Note: Signature not required when filing electronically. Electronic acceptance of these terms and conditions signifies compliance with above statement.**