

# Invitation to Bid

## SUBMIT BIDS TO:

Bellingham School District #501  
Attn: Kathryn Weilage, Director Business Services  
1306 Dupont Street  
Bellingham, WA 98225

**MARK ENVELOPE:** "Fueling Services, Bid #1415-0504"  
"Due: Monday, July 14, 2014, 10:00 a.m., (PDT) "

Date: July 27, 2014  
Bid Number: 1415-0504  
Bid Name: Fueling Services  
Contact Person: Kathryn Weilage, Director, Business Services  
E-Mail: [kathryn.weilage@bellingshamschools.org](mailto:kathryn.weilage@bellingshamschools.org)  
Telephone Number: (360) 675-1300  
Website: <http://bellingshamschools.org>  
Projected Award Date: August 22, 2014

## Instructions

This bid has three parts: this form (with instructions, spreadsheet definitions, and terms and conditions), specifications, and the electronic spreadsheet for submitting a bid - the Bid Form. The bid must be completed on our spreadsheet, saved, printed, signed, submitted in writing, copied to two CD's, and submitted with a copy of the bid. Follow the steps below to create your bid response.

### Getting the Bid Form

1. Go to our website, <http://bellingshamschools.org/departments/purchasing>
2. Click on Bids menu.
3. Click on the name of the bid you desire to open.
4. From the Bids page, click on the Bid Form.
5. From the File Menu, click on Save to save the file to your computer to create a bid for your company. Save on your desktop or other location so that you will be able to find the file once it is completed.

**NOTE: Do not change the file type when submitting your bid. Your bid must be submitted as an Excel file**

### Entering Data on the Bid Form

6. Open the file on your computer that you saved in the steps above, Getting the Bid Form.
7. Complete your bid electronically but only the areas **in yellow** on the Bid Form (spreadsheet) provided. The bid must be completed on the Bid Form, printed and signed by an authorized

representative of your company.

8. Do not attempt to unprotect the spreadsheet, altering the form may be consideration for

- Address 1:** Street address of the company submitting a bid. Address for mailing purchase order to.
- Address 2:** Additional street address of the company submitting a bid, i.e., suite, etc. Address for mailing purchase order to.
- City:** City for the address above.
- State:** State for the address above.
- Zip Code:** Zip code for the address above.
- Phone:** Phone number for the contact person listed above.
- Fax:** Fax number for the person listed above.
- E-Mail:** E-mail address for the person listed above.
- File Name:** The bid number and your company name.
- Vendor Website:** Vendor's website address, if any.
- Tax (Use-Tax) Rate:** We are required to pay sales tax. If you do not charge tax we are required to pay WSDR a use tax of 8.7% and your bid should reflect this amount for evaluation purposes.
- Your Reference #:** Your reference number to this bid when we place an order with your company.
- Payment Terms:** Indicate your payment terms.
- Vendor Notes:** Notes for the *entire* order such as "no minimum order".

ITEMS FOR BID
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**Item #:** Our numerical reference snt35047 0 Td [0.013 Tc91575.64 411. 0.48 0T[0.013 1(R)-1bn

4. **APPEAL PROCESS:** Any bidder wishing to appeal the bid must notify the District, in writing, prior to the bid award date.
5. **PROTEST PROCEDURE:** Any actual or prospective bidder who is aggrieved in connection with the solicitation or award of this contract, may protest to the District in accordance with the procedures set forth herein. Protests based on the Specifications or other terms in this solicitation document, which are apparent prior to the date established for submittal of bids, shall be submitted in accordance with item #34 (Interpretation of Plans & Documents) of these terms and conditions. Protests based on other circumstances shall be submitted within five (5) days after the aggrieved person knows or should have known of the facts and circumstances upon which the protest is based; provided, however, that in no event shall a protest be considered if all bids are rejected or if received more than five (5) days after the award of this contract.

In order to be considered, a protest shall be in writing and shall include:

- A. the name and address of the aggrieved person;
- B. the contract under which the protest is submitted;
- C. a detailed description of the specific grounds for protest and any supporting documentation; and
- D. the specific ruling or relief requested.

The written protest shall be addressed and delivered to: Bellingham School District, Attn: Kathryn Weilage, Director Business Services, 1306 Dupont Street, Bellingham, Washington 98225 and shall be clearly labeled "Bid Protest".

Upon receipt of a written protest, the District shall promptly consider the protest. The District may give notice of the protest and its basis to other persons, including other bidders involved in or affected by the protest. Such other persons may be given an opportunity to submit their views and relevant information. If the protest is not resolved by mutual agreement of the aggrieved person and the District, the District will promptly issue a decision in writing stating the reasons for the action taken. A copy of the decision will be mailed by certified mail, return receipt requested, or otherwise promptly furnished to the aggrieved person and any other interested parties. The District's decision shall be final and conclusive. If no decision is received within ten (10) days of the District's receipt of the protest, it will be deemed rejected.

Failure to comply with these protest procedures will render a protest untimely or inadequate and may result in rejection thereof by the District.

6. **ADDENDA:** Should the Bellingham School District #501 consider it necessary to revise any part of their bid, an addendum will be made available on our website at: <http://bellingshamschools.org/departments/purchasing> on the bids page under the bid name. All official clarifications or interpretation of the proposal documents will be written addenda. Clarification given in any other form will be informal and unofficial. Check the Purchasing website at <http://bellingshamschools.org/departments/purchasing> on the bids page under the bid name to check on any published addenda prior to submitting a bid. The sole responsibility for obtaining and learning of addenda belongs to the Bidder. The District accepts no responsibility or liability and will provide no accommodation to Bidders who fail to check for addenda and submit inadequate or incorrect responses.
7. **ASSIGNMENT OF CONTRACT:** The vendor shall not assign this contract nor any part thereof, nor any moneys due or to be due thereunder, without prior written approval of the District.
8. **CHANGES TO OUR TERMS AND CONDITIONS:** By responding to this request, the Bidder



- 16. SAVE HARMLESS:** Bidder agrees to protect and save harmless the Bellingham School District #501 against all claims, suits, or proceedings for patent, trademark, copyright or franchise infringements, and against any damage cost or liability for any injuries to persons or property arising from acts of omission of the Bidder or his/her agents, any of which result from the purchase of goods or services from his/her bid, and to assume all expense and damage arising from such claims.

Bidder warrants and represents that all the goods and materials delivered herein are free and clear from all liens, claims or encumbrances of any kind.

- 17. TAXES:** Taxes to be paid include those imposed by federal, state, county and city governments excepting only real estate taxes on the property. The State retail sales tax is not permitted to be included in the proposal sums. The Owner will pay sales tax proportionately with each period and final payment request in addition to the amount allowed on the payment certificate and vendor shall pay such taxes to the authority as required by law.

State on the Bid Form the rate of sales tax which your company is authorized by the Washington State Department of Revenue to collect from your Washington customers, or, if none, state 8.7%. The District is required to remit Washington State Sales Tax for purchases outside of Washington where no sales tax is collected.

- 18. SAMPLES:** In some cases, samples may be requested to be furnished by the Bidder at no charge to the District to determine acceptability of an item. All samples must be labeled with: 1) Bidder's name, 2) Bid Number, and 3) Bid Item Number.

- 19. DISTRICT SPECIFICATIONS:** District specifications may appear to be written around a specific manufactured unit which represents the ultimate desire of the District. The District will consider alternate proposals that closely approximate the attached specifications, but reserves the right to select products best suited to the overall interest of the District.

- 20. FEES AND PERMITS:** Contractor shall be responsible for obtaining construction permits or other permits as required for this project. The contractor will be responsible for all fees.

- 21. SHIPPING COSTS:** Bid prices are to be F.O.B. destination and shipping is to be prepaid and included (paid by the bidder).

- 22. PAYMENT TERMS:** Payment will be made within 30 days after receipt of goods as awarded and a complete itemized invoice, Net 30. The District will not process pre-payments on any portion of the contract amount pursuant to Washington State Law.

- 23. INVOICING:** All invoices must be submitted directly to the Bellingham School District, Attn: Accounts Payable, 1306 Dupont Street, Bellingham, WA 98225. Invoices received by the District must be itemized per the bid form at the unit price(s) and quantity(s) bid. The District purchase order number must be shown on all invoices. Invoices covering materials and/or equipment requiring service manuals, schematic drawings or material safety data sheets may not be processed until the District has received the requisite data.

- 24. BID CHANGES OR WITHDRAWAL:** All changes and erasures must be made before the bid is due and initialed. Bidder may not withdraw his/her bid after the bid is due.

- 25. ACCEPTANCE/REJECTION:** The District reserves the right to accept or reject bids on each item separately or as a whole, to reject any or all bids, to waive informalities, and to contract in the best interests of the District. The District will notify all bidders by mail of successful bidder. Successful bidder shall enter into contract with the District within ten (10) working days of notification.

- 26. BID TABULATIONS:** Bid tabulations will be available on-line exclusively at: <http://bellingshamschools.org/departments/purchasing> on the Bids page under the bid number associated



