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March 28, 2018

Re: Call for bids for replacement Library Vehicle

To Whom It May Concern,

You are invited to submit a bid for the sale of a new library vehicle to the North Olympic Library System. Sealed bids will be received by the Assistant Director of the North Olympic Library System until **2:00PM, April 13, 2018**. Bids will be opened and read at that time in the administration conference room, Port Angeles Main Library, 2210 S. Peabody Street, Port Angeles, Washington 98362.

Bid documents can be found on the Library's website at www.nols.org, click on "Call for bids – Library Vehicle." Bids must be on the form provided. **Faxed bids shall not be accepted.**

The North Olympic Library reserves the right to reject any or all bids and to waive informalities in the bidding process.

Sincerely,

Margaret Jakubcin
Library Director



INSTRUCTIONS FOR BIDDERS

Replacement vehicle for NOLS

BID SUBMITTAL: All bids must be in a sealed envelope with the outside of the envelope marked with the BID OPENING DATE of Friday, April 13, 2018. The NAME AND ADDRESS OF THE BIDDER shall also appear on the outside of the envelope. Bids shall be directed to Noah Glaude, Assistant Library Director, North Olympic Library System and mailed or delivered to the Library's Administrative Office at 2210 S. Peabody Street, Port Angeles, Washington 98362.

It is the intent of the attached specifications to describe the minimum requirements for the vehicle requested in sufficient detail to secure bids on comparable equipment. All parts which are necessary in order to provide a complete unit as described, meeting all safety requirements, and ready for operation, shall be included in the bid and shall conform in strength, quality of workmanship and material to that which is usually provided the trade in general. Any variance from the specifications or standards of quality must be clearly pointed out in writing by the bidder.

Do not make reference to brochures or supporting literature on the bid form. All notations for bid compliance or exceptions are to be made on the bid form.

If a bidder's corporate policy mandates use of an official quotation form, it may be submitted. However, the information must be duplicated on the North Olympic Library System's bid form. The North Olympic Library System's bid form must be signed by the bidder or its authorized agent in order for the bid to be valid.

All bids must be made on the required bid form and in cases of errors in the extension of prices in the bid, the unit prices will govern. All blank spaces for bid prices must be filled in, with ink or typewritten, and the bid form must be fully completed and executed when submitted. Only one copy of the bid form is required. **Faxed bids will not be accepted.** Failure to adhere to instructions may constitute disqualification of proposal.

A complete bid will consist of a properly signed specifications form, a properly signed bid form and a properly executed Non-Collusion Affidavit. Your bid must be submitted by 2pm on Friday, April 13, 2018 in order to be considered valid.

COMPLIANCE WITH SPECIFICATIONS: The vehicle must be in accordance with the specifications. Failure on the bidder's part to comply with any specification herein will be grounds for disqualification of the bid.

WARRANTY: The purchased supplies or equipment furnished must have full manufacturer's warranties, and the warranties must inure to the benefit of the North Olympic Library System. Vendor agrees to these warranty provisions by signing the bid proposal.

SAFETY: The vehicle shall completely comply with all State and Federal laws, rules, regulations and codes in effect at the time of delivery. The vehicle shall be tested by the successful bidder for compliance with all OSHA/WISHA regulations and the State Department of Labor and Industries Safety Rules.

DELIVERY: The successful bidder shall be responsible for delivery of the vehicle to the Port Angeles Main Library, 2210 South Peabody St., Port Angeles, Washington, between the hours of 7:00 AM and 3:00 PM Monday through Friday no more than 30 days from receipt of purchase order.

GENERAL INFORMATION: Questions about this Call for Bids should be directed to:

Noah Glaude, Assistant Library Director
North Olympic Library System
360-417-8500 or MJakubcin@nols.org

The North Olympic Library System reserves the right to waive any informalities or minor defects or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after 2pm on Friday, April 13, 2018 shall not be considered. No bidder will be permitted to withdraw its proposal between the closing time for receipt of proposals and the execution of contract, unless the award is delayed for a period exceeding ninety (90) calendar days.

Offers made in accordance with this Call for Bids shall be good and firm for the period of 90 calendar days after contract award.

Signing of the bid sheet by Bidder and subsequent acceptance by the North Olympic Library System of the lowest responsive bid will constitute a binding agreement between the North Olympic Library System and Bidder. Bidders should be aware that **no contract payment** will be made until the North Olympic Library System certifies that all stated specifications have been complied with and the equipment is delivered and accepted by the Library.

Bids will be evaluated as soon as possible after bid opening. All bidders will be notified in writing of the results of this Call for Bids.



SPECIFICATIONS

Replacement vehicle for NOLS

DATE DELIVERY REQUIRED: Maximum of 30 days from receipt of purchase order

Bidders may list variations to these minimum specifications in the “Exception” section of the bid sheets. Bidders may also suggest alternatives to name brand products, specified by the North Olympic Library System, in the “Exception” section as an “Approved Equal”. To be considered as an “Approved Equal”, the specifications of the suggested alternative must be attached. The North Olympic Library System will be the sole judge for approving other brands offered as equals to the brand specified. Bidders are also encouraged to list and price any options that are felt to enhance the use of item bid and/or would be desirable. All standard equipment is to be included, specified or not. When a Society of Automotive Engineers (SAE), American National Standard Institute (ANSI), American Society for Testing and Materials (ASTM), American Welding Society (AWS) “Reference” is cited, it is to establish an expected level of performance, level of testing or design basis.

ITEM	MINIMUM SPECIFICATIONS	COMPLY	EXCEPTION
1	Vehicle type – new small SUV 2018 Subaru Forester or approved equivalent		
2	4 cylinder, 6 speed automatic transmission, 2.5L engine		
	All wheel drive		
3	Miles per gallon = 26town/32 highway or better		
4	16 valve DOHC valve train		
5	170hp@5800rpm		
6	Torque = 174 ft. -lbs. @ 4100 rpm		
7	Vehicle dynamics control system		
8	4 wheel anti-lock braking system		
9	Brake assist		
10	4-wheel disc, ventilated front brakes		
11	Electronic brake force distribution		
12	Safety pedal system		
ITEM	MINIMUM SPECIFICATIONS	COMPLY	EXCEPTION

13	Traction control system		
14	Stability control system		
15	Ground clearance 8.7 inches		
16	Turning circle 34.8 ft.		
17	Tire pressure monitoring system		
18	Engine speed sensing		
19	Electronic throttle control		
20	4-wheel independent suspension		
21	McPherson strut front suspension		
22	Double wishbone rear suspension		
23	Front and rear stabilizer bar		
24	Driver and front passenger front and side airbags; passenger side airbags		
25	Front head room = 41.4 in.		
26	Front leg room = 43.0 in.		
27	Front shoulder room = 57 in.		
28	Rear leg room = 38.0 in.		
29	Rear head room = 39.8 in.		
30	Rear shoulder room = 56.5 in.		
31	EPA interior volume 147.5 cubic ft.		
32	Cargo area behind seat with seats in place = 34.4 cubic ft.		
33	Maximum cargo area = 74.7 cubic ft.		
34	Cargo area spare tire storage		
35	Height adjustable driver's and passenger's seats		
36	Keyless entry system		
37	Antitheft security system		
38	Engine immobilizer		
39	Emissions: meet EPA Tier 2 Bin 5 and California LEV II standards		
40	Consumer Reports Buying Guide 2014 = must achieve 80 points or better for over-all road test score.		
41	Bumper to bumper warranty = 3 years/36,000 miles minimum		
ITEM	MINIMUM SPECIFICATIONS	COMPLY	EXCEPTION

42	Drive train warranty = 5 years/60,000 miles minimum		
43	The warranties shall <u>not</u> start until the unit is delivered and accepted by the North Olympic Library System.		

FULL LEGAL NAME OF BIDDER _____

ADDRESS _____

CITY/STATE/ZIP _____

PHONE _____ FAX _____

NAME OF AUTHORIZED AGENT (PLEASE PRINT) _____

TITLE _____

SIGNED _____ DATE _____



BID FORM
Replacement vehicle for NOLS

Bidder must bid on all bid items. The bidder hereby bids the following amounts for the vehicle described in the Specifications.

Bid Item		QTY	Bid Amount	
Library Vehicle (<i>specify make, model, year</i>)		1		
	Bid Price			
	Sales Tax	8.6%		
	Associated costs of purchase (Please itemize, for example: licensing, registration, etc.)			
Total Bid Price				

FULL LEGAL NAME OF BIDDER _____

ADDRESS _____

CITY/STATE/ZIP _____

PHONE _____ FAX _____

NAME OF AUTHORIZED AGENT (PLEASE PRINT) _____

TITLE _____

SIGNED _____ DATE _____



PURCHASE CONTRACT

THIS AGREEMENT is made and entered into this ___ day of _____, 20___, between the North Olympic Library System and _____ (hereinafter called the "Contractor").

WITNESSETH: That the North Olympic Library System and the Contractor, in consideration of the performance of the terms and conditions hereinafter mentioned, agree as follows:

ARTICLE I: CONTRACT DOCUMENTS

The complete contract consists of the Call for Bids, Instructions to Bidders, Bid form, Non-Collusion Affidavit, Specifications, Standard Terms and Conditions and Purchase Contract. The foregoing documents shall hereinafter be called "Contract Documents" or "Contract". All obligations of the North Olympic Library System and the Contractor are fully set forth and described herein.

In the event of a discrepancy between any of the Contract Documents, as above defined, the North Olympic Library System shall give a written interpretation thereof, which interpretation shall govern.

ARTICLE II: CONTRACT COST

The Contractor agrees to sell and deliver to the North Olympic Library System, at the delivery point specified in the Instructions to Bidders, and the North Olympic Library System agrees to purchase and receive from Contractor the equipment as described and set forth in the Contract Documents and the provisions of the Contractor's bid attached and made a part hereof.

ARTICLE III: ASSIGNMENT

The Contractor shall not assign any of its responsibility under this Contract without the express written consent of the North Olympic Library System.

ARTICLE IV: APPLICABLE LAW AND VENUE

This Contract shall be governed by, and construed in accordance with, the applicable laws of the State of Washington. Any legal proceedings to determine the rights and obligations of the parties hereunder shall be brought and heard in Clallam County Superior Court.

ARTICLE V: NONDISCRIMINATION

During the performance of this Contract, the parties shall conduct their business in a manner which assures fair, equal and nondiscriminatory treatment of all persons, without respect to race, creed, color, sex, sexual orientation, physical or mental handicap, or national origin, and, in particular:

1. The parties will maintain open hiring and employment practices and will welcome applications for employment in all positions from qualified individuals who are members of the above stated minorities.
2. The parties will comply strictly with all requirements of applicable federal, state or local laws or regulations issued pursuant thereto, relating to the establishment of nondiscriminatory

requirements in hiring and employment practices and assuring the service of all patrons and customers without discrimination with respect to the above-stated minority status.

ARTICLE VI: TERMINATION OF CONTRACT

In the event that any of the provisions of this Contract are violated by the Contractor or the Contractor's subcontractors, the North Olympic Library System may serve written notice of intention to terminate such Contract upon the Contractor, which notice shall specify the reasons therefore. Unless within thirty (30) days after serving such notice upon the Contractor such violation shall cease and an arrangement for the correction thereof satisfactory to the North Olympic Library System be made, the Contract shall, upon the expiration of the said thirty (30) days, cease and terminate. In the event of any such termination, the North Olympic Library System may purchase the materials necessary for complete performance of this Contract for the account and at the expense of the Contractor, and the Contractor shall be liable to the North Olympic Library System for any excess cost thereby.

ARTICLE VII: SEVERABILITY

If any term or condition of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Contract are declared severable.

ARTICLE VIII: WAIVER

Waiver of any breach of any term or condition of this Contract shall not be deemed a waiver of any prior or subsequent breach, no term or condition of this Contract shall be held to be waived, modified, or deleted except by a written instrument signed by the parties hereto.

CONTRACTOR

NORTH OLYMPIC LIBRARY SYSTEM

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

**North Olympic Library System
STANDARD TERMS AND CONDITIONS
PURCHASE CONTRACT**

THE PURCHASE CONTRACT INCLUDES THE FOLLOWING TERMS AND CONDITIONS AND THE PUBLISHED RULES, REGULATIONS, AND LAWS OF THE STATE OF WASHINGTON, WHICH ARE HEREBY INCORPORATED BY REFERENCE.

1. **CHANGES:** No alteration in any of the terms, conditions, delivery price, quality, quantities, or specification will be effective without written consent of the appropriate representative of the North Olympic Library System.
2. **HANDLING:** No charges will be allowed for handling, including but not limited to packing, wrapping bags, containers or reels, unless otherwise stated herein.

3. **DELIVERY AND ACCEPTANCE:** The successful bidder shall be responsible for delivery of the vehicle to the Port Angeles Main Library, 2210 South Peabody St., Port Angeles, Washington, between the hours of 7:00 AM and 3:00 PM Monday through Friday no more than 30 days from receipt of purchase order. For any exception to the delivery date as specified in this Contract, Contractor shall give prior notification and obtain written approval thereto from the North Olympic Library System. Time is of the essence and the Contract is subject to termination for failure to deliver as specified and/or appropriate damages. The acceptance by the North Olympic Library System of late performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Contractor.
4. **PAYMENTS, CASH DISCOUNT, LATE PAYMENT CHARGES:** Invoices will not be processed for payment until receipt of a properly completed invoice or invoiced items, whichever is later.
5. **SHIPPING INSTRUCTIONS:** Unless otherwise specified, all goods are to be shipped prepaid, F.O.B. Destination.
6. **REJECTION:** All goods or materials purchased herein are subject to approval by the North Olympic Library System. Any rejection of goods or material resulting because of non-conformity to the terms and specifications of this Contract, whether held by the North Olympic Library System or returned, will be at Contractor's risk and expense.
7. **IDENTIFICATION:** All invoices, packing lists, packages, shipping notices, instruction manuals, and other written documents affecting this Contract shall contain the applicable purchase contract number.
8. **INFRINGEMENTS:** Contractor agrees to protect and hold harmless the North Olympic Library System against all claims, suits or proceedings for patent, trademark, copyright or franchise infringement arising from the purchase, installation, or use of goods and materials ordered, and to assume all expenses and damages arising from such claims, suite or proceedings.
9. **WARRANTIES:**
 - a. Notwithstanding inspection and acceptance by the North Olympic Library System, the articles supplied under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for a period of one year after delivery and acceptance by the North Olympic Library System, that:
 - (1) All supplies furnished under this contract will be free from defects in material or workmanship and will conform with all requirements of this contract; and
 - 2) The preservation, packaging, packing, and marking, and the preparation for, and method of, shipment of such supplies will conform with the requirements of this contract.
 - b. When return, correction, or replacement is required, transportation charges and responsibility for the supplies while in transit shall be borne by the Contractor. However, the Contractor's liability for the transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the place of delivery specified in this contract and the Contractor's plant, and return.
 - c. Any supplies or parts thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as supplies initially delivered. The warranty, with respect to supplies or parts thereof, shall be equal in duration to that in paragraph 9.a of this clause and shall run from the date of delivery of the corrected or replaced supplies.

d. All implied warranties of merchantability and “fitness for a particular purpose” are excluded from any obligation contained in this contract.

e. All standard manufacturer warranties must inure to the benefit of the North Olympic Library System.

f. Remedies available to the North Olympic Library System. Within a reasonable time after providing notice to the Contractor, the North Olympic Library System may either:

(1) Require, by written notice, the prompt correction or replacement of any supplies or parts thereof (including preservation, packaging, packing, and marking) that do not conform with the requirements of this contract within the meaning of paragraph 9.a of this clause; or

(2) Retain such supplies and reduce the contract price by an amount equitable under the circumstances.

10. ASSIGNMENTS: Moneys due under this Contract shall only be assignable with prior written consent of the North Olympic Library System.
11. TAXES: Unless otherwise indicated the North Olympic Library System agrees to pay all State of Washington sales or use tax. No charge by Contractor shall be made for federal excise taxes, and the North Olympic Library System agrees to furnish Contractor, upon acceptance of articles supplied under this Contract with an exemption certificate.
12. LIENS, CLAIMS AND ENCUMBRANCES: Contractor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.
13. RISK OF LOSS: Regardless of FOB point, Contractor agrees to bear all risks of loss, injury or destruction of goods and materials ordered herein which occur prior to delivery. Such loss, injury or destruction shall not release Contractor from any obligation hereunder.
14. HOLD HARMLESS: Contractor shall protect, indemnify, and hold the North Olympic Library System harmless from and against any damage, cost or liability for any injuries to persons or property arising from acts or omissions of Contractor, its employees, agents or subcontractors howsoever caused.
15. ANTI-TRUST: Contractor and the North Olympic Library System recognize that in actual economic practice overcharges resulting from anti-trust violations are borne by the North Olympic Library System. Therefore, Contractor hereby assigns to the North Olympic Library System any and all claims for such overcharges.
16. DEFAULT: Contractor shall be liable for damages suffered by the North Olympic Library System resulting from Contractor’s breach of Contract. The Contractor covenants and agrees that in the event suit is instituted by the North Olympic Library System for any default on the part of the Contractor, and the Contractor is adjudged by a court of competent jurisdiction to be in default, Contractor shall pay to the North Olympic Library System all costs, expended or incurred by the North Olympic Library System in connection therewith, and reasonable attorney’s fees. The Contractor agrees that the Superior Court of the State of Washington shall have jurisdiction over any such suit, and that venue shall be laid in Clallam County.
17. BRANDS: When a special brand is named it shall be construed solely for the purpose of indicating the standards of quality, performance, or use desired. Brands of equal quality, performance, and use shall be considered, provided the bidder specifies the brand and model and submits descriptive literature when available. Any bid containing a brand which is not of equal quality, performance, or use specified must be

represented as an alternate and not as an equal, and failure to do so shall be sufficient reason to disregard the bid.

18. SAFETY: The equipment shall completely comply with all State and Federal laws, rules, regulations and codes in effect at the time of delivery.

The equipment shall be tested by the successful bidder for compliance with all OSHA/WISHA regulations and the State Department of Labor and Industries Electrical Workers Safety Rules.

19. ACCEPTANCE: BY ACCEPTING THIS PURCHASE CONTRACT IN WRITING OR BY DELIVERING THE MATERIAL ORDERED, CONTRACTOR ACCEPTS ALL OF THE TERMS AND CONDITIONS SET FORTH. FORMAL OBJECTION IS HEREBY MADE BY THE NORTH OLYMPIC LIBRARY SYSTEM TO ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY VENDOR CONTRACTOR AS A CONDITION OF ACCEPTANCE OR DELIVERY.