INVITATION TO BID  
ITB# BL-2149

THIS IS NOT AN ORDER

Bid Due: October 15, 2010

Return to:
Western Washington University
Purchasing Department
516 High Street MS-1390
Bellingham, WA  98225
ATTN: Barbara Lewis

BID TITLE: Bus Wraps for Gillig Buses

BIDS ACCEPTED UNTIL: 2:00 PM Friday, October 15, 2010

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>EXT PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Full wrap with perforated window vinyl (full wrap); pg 9 on pdf.</td>
<td>4</td>
<td>Ea</td>
<td></td>
<td></td>
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<tr>
<td>2</td>
<td>Full wrap with no window vinyl – pg 10 on pdf</td>
<td>4</td>
<td>Ea</td>
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<tr>
<td>3</td>
<td>Half-wrap that covers only below the windows – pg 11 on pdf</td>
<td>4</td>
<td>Ea</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Installation</td>
<td>1</td>
<td>Ea</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SEE TECHNICAL SPECIFICATIONS ON PAGE 4 - 6 OF THIS ITB.

Deliver and Install at:
Western Washington University
925 25th Street
Bellingham, WA  98225

This is not an order.
REQUIRED RESPONSES

COMPANY INFORMATION

Company Name: _________________________________________________________________________________
Street Address: __________________________________________________________________________________
City ____________________________________ State ______ Zip + 4: __________________________
Federal Tax Identification Number: __________________________ Washington UBI #: __________________________
Bidder Representative Name: ________________________________________________________________
Bidder Representative Title: ________________________________________________________________
(Please type or print title)
By: __________________________________________________________________________________________
(Please sign in full and in ink)
Date: _______________ Phone: _______________ Fax: _______________ Email: _______________

REFERENCES

Bidders shall submit three references for similar projects to WWU’s requirements to include the company name, address, contact person, company phone number, and contact phone number.

1. Company Name ____________________________________________________________
   Address ________________________________________________________________
   Company Phone Number ________________________________________________
   Contact Person _______________________________________________________ 
   Contact Phone Number ________________________________________________

2. Company Name ____________________________________________________________
   Address ________________________________________________________________
   Company Phone Number ________________________________________________
   Contact Person ______________________________________________________
   Contact Phone Number ________________________________________________

3. Company Name ____________________________________________________________
   Address ________________________________________________________________
   Company Phone Number ________________________________________________
   Contact Person ______________________________________________________
   Contact Phone Number ________________________________________________
WARRANTY
Bidders are to indicate any warranties, both manufacturer's and others, and warranty period associated with your products. Specify service period limitations versus parts and labor.

Manufacturer Warranties:

__________________________________________________________

__________________________________________________________

Other Warranties:

__________________________________________________________

__________________________________________________________

RETURN POLICY
Bidders are to state their firm's return product policy for goods determined to be defective on arrival or damaged. This policy should indicate the prescribed time for notification by the University of any unsatisfactory conditions, length of time until the University is supplied with replacement goods, and procedures for returning goods (e.g., RMA numbers). Western Washington University does not pay shipping charges for damaged goods returned to vendor or for repaired/new goods re-sent to WWU.

Return policy/procedures:

__________________________________________________________

__________________________________________________________

Notification time: Replacement time:

RETURN AT UNIVERSITY CONVENIENCE - Bidders are to indicate how return policies differ from the question above if the delivered goods are in acceptable condition but WWU finds that, through no error of vendor, that the goods are unusable. Please list associated costs for return of merchandise, if any.

Return policy/procedures:

__________________________________________________________

__________________________________________________________

Notification time: Replacement time:

AUTHORIZED SERVICE
Bidders are to indicate for which products on this bid they are factory-authorized representatives.

Bidders are to provide the nearest manufacturer-authorized warranty/service center of proposed items including their address, contact person and phone number.

Service Center:

Address:

Contact person: Phone: Fax:

Email: WWW:
SPECIFICATIONS

I. SCOPE OF WORK
Western Washington University (WWU) desires to enter into an agreement with a vendor for the production and installation of BUS WRAPS in strict accordance with this specification and the applicable drawings. Product and services will be provided on the main campus in Bellingham, WA 98225. The Bus Wraps are to be installed on four (4) Gillig Phantom 30’ coaches model year – 1993, per WWU furnished graphic designs. Each bus will have a unique design, four designs total.

WWU will provide layout-ready art on DVD in MAC platform, with CMYK colors identified (see minimum software and hardware requirements below).

Vendor will provide and install removable bus wraps as needed to implement the design concept to the satisfaction of the University Associated Students using the appropriate vinyl materials and process for the application.

1. Bus wraps are for diesel powered urban transit type buses used for daily shuttle service. Materials should withstand nightly mechanical washing with a four brush bus washer. Materials should provide a five year service life without fading or failure of the wrap material. Replacements for damaged panels should be readily available within seven days of order. Panel systems that are removable without heat through the end of the warranted durability period are preferred. Panels that are removable upon heat application are acceptable.

2. The approved materials and process is 3M Scotch print utilizing a 3M matched component system, in strict accordance with applicable 3M product bulletins. The University believes that the 3M films and over-laminates provide the best value, warranty and workability for the full bus wrap application described. Vendor shall propose the specific 3M graphic film, perforated window graphic and overlay system desired to achieve the performance goals outlined above.

3. New design could potentially:
   - cover entire bus with perforated window vinyl (full wrap)
   - cover entire bus without window vinyl
   - cover half the height of bus not including windows

See examples of each on the attached pdf.

Two of the shuttles have a pre-existing green vinyl wrap that vendor will need to be either removed or covered in the new design.

Black borders around the windows will either be covered or left clear in the new design.

PREPARATION AND INSTALLATION
The vendor must provide digital file of layered line-drawing template of bus wrap in .eps or raw Adobe Illustrator format with all necessary measurements to ensure design will fit bus properly.

The vendor must provide a range of vinyl swatches to most closely match chosen CMYK colors.

The vendor must meet the minimum software and hardware memory requirements:

- Must be able to read digital files submitted on DVD in MAC platform.
- Must have enough memory to open and read a 4GB DVD.
- Must have enough memory to open and save 850MB Photoshop Adobe Illustrator files.

Graphics shall be made by a 3M Scotch print “Graphics Authorized Manufacturer.”

Prepare a bus graphics pre-installation and inspection record for each bus wrapped. Provide a completed copy of each report to the University upon installation.

Upon approval of the final graphics design by the University project manager, the vendor will prepare, print, and install vinyl panels in per 3M requirements.
Film shall be applied in a manner that does not restrict the safe use of emergency window exits. Installer shall trim film as needed to preserve operation of tilt-in windows, and all access panels and hatches.

Film installer shall have prior experience installing bus wraps and with the specific 3M graphics system proposed.

Film shall be installed on site at the WWU Facilities Management location, 925 25th Street Bellingham, WA 98225. The University shall make a clean heated well-lit service bay available for this purpose.

Vendor must have the capability to provide on-site repairs to damaged vinyl panels. Vendor must be available to make repairs for a minimum of three years after the original installation date.

**PRICING**

Sample graphic designs are enclosed to allow potential vendors to submit comparable pricing proposals. Actual pricing will be determined with the selected vendor once graphics designs are finalized.

Price is to be based on full graphics application to all sides of each bus, curbside, street side, front and rear.

**INSPECTION**

Items provided under this contract will be inspected and approved by a representative of Western Washington University Office of University Residences installation by WWU Facilities. Any items not in strict accordance with the drawings and specifications shall be promptly removed, repaired, and replaced as specified under "II REQUIREMENTS AND GUARANTEE" by Vendor at no cost to the University.

Written care and cleaning instructions shall be provided to the University project manager.

**BID INSTRUCTIONS**

(1) **COMPLETING BID:** Bidders must complete the requested information on the Request for Bid, pages 1-3 and sign, in ink, by an authorized representative.

(2) **SUBMITTING BIDS:** Bids MUST be submitted in the form of a SEALED BID. Submit by mail or express delivery as noted below. Submit pages 1 – 3 of this ITB document. Attach any supporting documentation. Bidders must provide two originals AND two copies. Copies are to be on flash drive, CD or DVD.

<table>
<thead>
<tr>
<th>If hand-delivered or sent via courier such as FEDEX, the physical location is:</th>
<th>If delivery is by US mail the address is:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Western Washington University Purchasing Office 333 32nd Street Ste 140 Bellingham WA 98225-1390</td>
<td>Western Washington University Purchasing Office - Mail Stop 1390 516 High Street Bellingham, WA 98225-1390</td>
</tr>
</tbody>
</table>

To verify that Bidder’s response can be identified when they arrive at the University Purchasing Department, the outside lower left-hand corner of the envelope must state the following:

**ITB# BL- 2149 BUS WRAPS**

The name and address of the Bidder is to appear on the outside of the envelope.

An authorized representative must sign proposals, in ink. The Bidder is responsible for the means of delivering the proposal to the appropriate office on time. Delays due to the methods used to transmit the proposal including delay occasioned by the internal mailing system of the campus will be the responsibility of the Bidder. Likewise, delays due to inaccurate directions given, even if by campus staff shall be the responsibility of the Bidder. The proposals must be completed and delivered in sufficient time to avoid disqualification for lateness due to difficulties of delivery.

(3) **LATE BIDS:** Any Bid received after the hour specified in the Invitation to Bid will not be considered.

Western Washington University ITB# BL-2149
(4) **BID FORM**: Bidders are to use the Bid Forms furnished by the University. Please retain a copy for your records.

(5) **AMENDMENTS TO BID SPECIFICATIONS**: Or any amendment(s) to or error(s) in the item descriptions or specifications will be added to or corrected and posted on Washington Electronic Business Solutions (WEBS) as an addendum. Questions and answers will also be submitted as an addendum. Bidders who download through WEBS will receive notification of available addendums. Bidders who do not download through WEBS will be required to check WEBS for any updates. See: [http://www.ga.wa.gov/webs/](http://www.ga.wa.gov/webs/)

(6) **MULTIPLE BIDS**: Each Bidder is entitled to Bid on one, several, or all of the items. Alternate Bids can be accepted on separate Bid forms.

(7) **RESERVED RIGHTS**: The University expressly reserves the following rights:

A. To reject any and/or all irregularities in the Bids submitted
B. To reject any and/or all Bids or portions thereof.
C. To base awards with due regard to quality.
D. To make the award to any Bidder whose Bid, in the opinion of the Buyer and Purchasing management, is the lowest and best Bid.
E. On multiple item Bids, to select individual items based on cost and qualitative factors unless the bidder stipulates “all or nothing” on the bid.

(8) **AWARD CRITERIA**: Per RCW 43.19.1911, award will be made to the lowest responsible and responsive bidder based upon, but not limited to, the following criteria where applicable and only that which can be reasonably determined:

A. The price and the effect of payment terms.
B. The quality of the articles proposed to be supplied, their conformity with specifications, and their fitness for intended use.
C. The ability, capacity, and skill of the Bidder to perform the contract or provide the services required.
D. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder.
E. Whether the Bidder can perform the contract within the time specified.
F. The quality of performance on previous contracts for purchased goods or services.
G. The previous and existing compliance by the Bidder with the laws relating to the contract for purchased goods or services.
H. Servicing resources, capability, and capacity.
I. Lack of uniformity or interchangeability, if such factors are important.
J. The energy efficiency of the product as projected throughout the anticipated useful life of the product.
K. The effect of reciprocity assessments, MWBE, institutional industries preferences, or other preferences defined by statute or rule.
L. The University will add department costs for inspection trips to Bidder’s location where shredding takes place to include travel and hourly rate for Records Center Manager’s time.

(9) **INSURANCE REQUIREMENTS**: For the duration of this Contract, Paragraph 18 of the Western Washington University Standard Terms and Conditions is amended to read as follows:

General Insurance Requirements. The Bidder shall provide evidence of insurance coverage as set out in this section. The intent of the required insurance is to protect the University should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the Bidder or subcontractor, or agents of either, while performing under the terms of this Contract.

Before the start of the Contract, the Bidder shall furnish the University with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this Contract. Certificates of insurance shall be sent to Contract Administration Office, Western Washington University, Administrative Services Building, PO Box 29390, 333 32nd Street, Room 142, Bellingham, Washington 98228-1390.

All insurance referred to herein shall be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VIII or better in the most recently published edition of AM Best’s Reports.
The University shall be provided forty-five (45) days advance written notice before cancellation, non-renewal or material change in coverage of any insurance referred to herein.

Western Washington University, its trustees, officers, directors, employees, agents and volunteers shall be named as an additional insured (except for Worker's Compensation and Professional Liability Insurance), and the Bidder waives all rights against Western Washington University for recovery of damages to the extent these damages are covered by insurance policies maintained pursuant to this Contract.

All insurance provided in compliance with this Contract shall be primary and shall not contribute to any other insurance or self-insurance programs afforded to or maintained by the University.

Bidder shall include their subcontractors as insured under all required insurance policies, or shall obtain separate certificates of insurance and endorsements for each subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein.

Bidders or their subcontractor(s) failure to comply with Contract insurance requirements does not limit the Bidder’s liability or responsibility to the University.

Commercial General Liability (CGL) Insurance. The Bidder shall maintain commercial general liability (CGL) insurance, and, if necessary, commercial umbrella or excess insurance with a limit of not less than $1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the General and Products-Completed Operations aggregate limit shall be at least $2,000,000.

CGL insurance shall be written on 1998 ISO Occurrence Form (or its equivalent coverage). All insurance shall cover liability arising out of premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, fire legal, medical expense, and liability assumed under an insured contract (including defense costs assumed under contract), and contain Separation of Insured Clause (Cross Liability).

This Contract shall be specifically scheduled as an “Insured Contract” under the policy, or insured as such under the blanket contractual liability provisions of the policy.

The Bidder shall maintain employers’ liability insurance (or stopgap) and, if necessary, commercial umbrella or excess insurance with limits not less than $1,000,000 each accident for bodily injury by accident or $1,000,000 each employee for bodily injury by disease.

Business Auto Policy (BAP). Bidder shall maintain a business auto policy (BAP) with liability insurance and, if necessary, commercial umbrella or excess liability insurance with a limit not less than $1,000,000 per accident. Such insurance shall cover liability arising out of “Any Auto.” BAP insurance coverage shall be written on ISO form CA 00 01 (or its equivalent coverage). If necessary the policy shall be endorsed to provide contractual liability coverage and cover a “covered pollution cost or expense” as provided in the 1990 or later editions of CA 00 01.

Worker’s Compensation. The Bidder shall comply with all State of Washington workers compensation statutes and regulations. Workers compensation coverage shall be provided for all employees of the bidder. If the bidder fails to comply with all State of Washington worker’s compensation statutes and regulations, the Bidder shall indemnify the University for All Fines, payment of benefits to employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees.

Deductibles or Self-Insured Retention. Any deductible or self-insured retention applicable to any insurance shall be identified in the certificates of insurance and the responsibility for paying the part of any loss not covered because of application of deductible(s) or self-insured retention shall be the responsibility of the Bidder.

Vehicles Shall Not Operate on Western’s Brick Pedestrian Areas. Western is primarily a pedestrian campus. In order to protect the safety of pedestrians and to avoid excessive damage to Western’s brick surface areas, vehicles operated by the Bidder shall avoid operating or parking on brick surface areas. Delivery vehicles shall remain on the asphalt service and public streets along the perimeter of the campus with goods delivered by hand truck or other means to university buildings. Public/private transportation vehicles shall load and unload on the asphalt service and public streets along the perimeter of the campus as well. Exceptions will be made for the accommodation of disabled or elderly persons or in the event of an emergency.

(11) INDEMNIFICATION AND HOLD HARMLESS
For the duration of this Contract, Paragraph 17 of the Western Washington University Standard Terms and Conditions is amended to read as follows:

To the fullest extent permitted by law, the Bidder will agree to indemnify, defend and hold harmless Western Washington University, its trustees, officers, directors, employees, agents, volunteers and assigns from and against all claims arising out of or resulting from the Bidder's performance or non-performance of the Contract. "Claim" as used in this Contract means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting there from. The Bidder's obligation to indemnify, defend, and hold harmless includes any claim by the Bidder's agents, employees, representatives, or any subcontractor or its employees.

Bidder (Bidder) expressly agrees to indemnify, defend, and hold harmless Western Washington University for any claim arising out of or incident to Bidder's or any subcontractor's performance or failure to perform the Contract. Bidder shall be required to indemnify, defend, and hold harmless Western Washington University only to the extent claim is caused in whole or in part by negligent acts or omissions of Bidder.

Bidder (Bidder) waives its immunity under Title 51 RCW to the extent required to indemnify, defend, and hold harmless the state and its agencies, officers, or employees.

The terms of this provision shall survive the termination of the Contract.

(12) Western Washington University Standard Terms and Conditions

THIS PURCHASE ORDER CONTRACT INCORPORATES THE FOLLOWING TERMS AND CONDITIONS AND INCLUDES, BUT IS NOT LIMITED TO, THE INVITATION TO BID, REQUEST FOR QUOTATIONS, SPECIFICATIONS, PLANS AND PUBLISHED RULES AND REGULATIONS OF THE DIVISION OF PURCHASING AND THE 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 specifications of this order will be effective without written consent of the Supervisor of the Division of Purchasing

(2) HANDLING: No charges will be allowed for handling which includes, but is not limited to, packing, wrapping, bags, containers or reels, unless otherwise stated herein.

(3) DELIVERY: For any exception to the delivery date as specified on this order, Bidder shall give prior notification and obtain written approval thereto from the Supervisor of the Division of Purchasing. With respect to delivery under this order, time is of the essence and the order is subject to termination for failure to deliver on time. The acceptance by Purchaser 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 Bidder.

(4) PAYMENTS AND ASSIGNMENTS: All payments to Bidder shall be remitted by mail. Purchaser shall not honor drafts, nor accept goods on a sight draft basis. Furthermore, the provisions or monies due under this contract shall only be assignables with prior written consent of the Supervisor of the Division of Purchasing.

(5) SHIPPING INSTRUCTIONS: Unless otherwise specified, all goods are to be shipped prepaid, FOB Destination. Where shipping addresses indicate room numbers, it will be up to the Bidder to make delivery to that location at no additional charge. Where specific authorization is granted to ship goods FOB Shipping Point, Bidder agrees to prepay all shipping charges, route cheapest common carrier, and to bill Purchaser as a separate item on the invoice for said charges, if routing instructions are not included on Purchase Order. Each invoice for shipping charges shall contain the original or a copy of the bill indicating that the payment for shipping has been made. It is also agreed that Purchaser reserves the right to refuse COD Shipments.

(6) INSPECTION AND REJECTON: The Purchaser's inspection of all materials and equipment upon delivery is for the sole purpose of identification. Such inspection shall not be construed as final acceptance, or as acceptance of the materials or equipment, if materials or equipment does not conform to contractual requirements. If there are any apparent defects in the materials or equipment at the time of delivery, the Purchaser will promptly notify the Bidder thereof. Without limiting any other rights, the Purchaser and/or the state at its option, may require the Bidder to:
  Repair or replace, at Bidder's expense, any or all of the damaged goods, or
  Refund the price of any or all of the damaged goods, or
  Accept the return of any or all of the damaged goods.

(7) ACCEPTANCE: THIS ORDER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS AND CONDITIONS STATED HEREIN. ALL ADDITIONAL OR DIFFERENT TERMS PROPOSED BY BIDDER ARE OBJECTED TO AND ARE HEREBY REJECTED, UNLESS OTHERWISE PROVIDED IN WRITING BY THE SUPERVISOR OF THE DIVISION OF PURCHASING

(8) IDENTIFICATION: All invoices, packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written documents affecting this contract shall be identified by the applicable purchase order or field order number. Packing lists shall be enclosed with each shipment, indicating the contents therein.

Western Washington University ITB# BL-2149
INFRINGEMENTS: Bidder agrees to protect and save harmless purchaser 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, suits or proceedings.

NON-WAIVER BY ACCEPTANCE OF VARIATION: No provision of this order, or the right to receive reasonable performance of any act called for by the terms shall be deemed waived by a waiver by Purchaser of a breach thereof as to any particular transaction or occurrence.

WARRANTIES: Bidder warrants that articles supplied under this order conform to specifications herein and are fit for the purpose for which such goods are ordinarily employed, except if stated in a Special Condition, the material must then fit that particular purpose.

TERMINATION: In the event of a breach by Bidder of any of the provisions of this contract, Purchaser reserves the right to cancel and terminate this contract forthwith upon giving oral or written notice to Bidder. Bidder shall be liable for damages suffered by Purchaser resulting from Bidder's breach of contract.

PAYMENT: Invoices will not be processed for payment nor will the period of cash discount commence until receipt of a properly completed invoice and until all invoiced items are received and satisfactory performance of Bidder has been attained. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized. Under "Chapter 39.76 RCW," if purchaser fails to make timely payment(s), Bidder may invoice for 1% per month on the amount overdue or a minimum of $1.00. Payment will not be considered late if a check or warrant is mailed within the time specified. If no terms are specified, net 30 days will automatically apply. Payment(s) made in accordance with contract terms shall fully compensate the Bidder for all risk, loss, damages or expense of whatever nature and acceptance of payment shall constitute a waiver of all claims submitted by Bidder.

TAXES: Unless otherwise indicated, Purchaser agrees to pay all State of Washington sales or use tax. No charge by Bidder shall be made for federal excise taxes, and Purchaser agrees to furnish Bidder, upon acceptance of articles supplied under this order, with an exemption certificate.

LIENS, CLAIMS, AND ENCUMBRANCES: Bidder warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.

RISK OF LOSS: Regardless of FOB point, Bidder agrees to bear all risks of loss, injury or destruction of goods and materials ordered herein which occur prior to delivery and acceptance by Purchaser as outlined in Paragraph (6); and such loss, injury or destruction shall not release Bidder from any obligation hereunder.

INDEMNIFICATION AND HOLD HARMLESS: Bidder shall indemnify, defend and hold harmless Western Washington University, its trustees, officers, directors, employees and volunteers from and against any damage, cost or liability for any injuries to persons or property arising out of or resulting from the Bidder's performance or non-performance of this contract, including any goods, services, or products advertised, manufactured, sold, handled, distributed, or disposed of by or on behalf of Bidder, to the extent caused in whole or in part by the acts or omissions of Bidder, its agents, employees, representatives, or any subcontractor or its employees.

INSURANCE: The Bidder shall maintain in full force and effect a business insurance program, including, but not limited to, commercial general liability (CGL) insurance, auto liability insurance and, if necessary, professional liability (E&O) insurance, that insures the Bidder's obligations set forth in Paragraphs (16) and (17) at a minimum. Upon request from the Purchaser, the Bidder shall submit a Certificate of Insurance evidencing such insurance specified herein.

PRICES: If price is not stated on this order, it is agreed that the goods shall be billed at the price last Bid or paid, or the prevailing market price, whichever is lower.

EQUAL OPPORTUNITY/NON-DISCRIMINATION: Discrimination on the basis of race, color, religion, national origin, sex, age, status as a Vietnam Era veteran or disabled veteran, and disability is prohibited by federal statute. In addition to the above prohibitions, except religion, Washington State law prohibits discrimination based on marital status, creed and the use of a trained dog guide or service animal by a disabled person. A Western Washington University policy prohibits discrimination based on sexual orientation. Western is committed to providing equal employment opportunity and prohibiting illegal discrimination in the recruitment and admission of students, the employment of faculty and staff and the operation of Western programs, activities and services.

The contractor (Bidder) agrees not to discriminate against any client, employee, or applicant for employment or services in administering personnel actions such as employment, upgrading, demotion, transfer, recruitment, layoff, termination, compensation and training opportunities, on the basis of race, color, religion, creed, national origin, sex, age, status as a Vietnam-era veteran or disabled veteran, marital status, disability and the use of a trained dog guide or service animal by a disabled person.

Affirmative Action - Western Washington University develops and implements an effective and defensible affirmative action compliance program for the following affected groups: American Indians and Alaska Natives, Asians and Pacific Islanders, Blacks, Hispanics women, persons 40 and older, individuals with disabilities, special disabled veterans and Vietnam Era veterans.

Any contractor (Bidder) who also contracts with the federal government will comply with the affirmative action requirement as mandated by the Office of Federal Contract Compliance Programs.
Sexual Harassment - Western Washington University policy prohibits sexual harassment. Sexual harassment is a form of sex discrimination prohibited by federal and state laws. When Western becomes aware of allegations of sexual harassment, it must investigate those allegations, stop the harassment if it is found to exist, and take measures to ensure a working and learning environment that is free of sexual harassment. Acts of sexual harassment by the contractor’s personnel or agents may result in actions by the University to remove the contractor from the qualified bidders list, suspend the contract until such time as acts are remedied, or to terminate the contract.

Violation - Any contractor (Bidder) who is in violation of this equal opportunity and nondiscrimination clause shall be barred from receiving awards of any contract or purchase order from Western unless a satisfactory showing is made that discrimination practices have terminated and that a recurrence of such acts is unlikely. Any violation of this provision shall be considered a material violation of this Agreement and shall be grounds for cancellation or suspension, in whole or in part, of this Agreement by Western.

(21) ANTI-TRUST: Bidder and Purchaser recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact borne by Purchaser. Therefore, Bidder hereby assigns to Purchaser any and all claims for such overcharges.

(22) DEFAULT: The Bidder covenants and agrees that in the event suit is instituted by the buyer for any default on the part of the Bidder, and the Bidder is adjudged by a court of competent jurisdiction to be in default, he shall pay to the buyer all costs, expenses expended or incurred by the buyer in connection therewith and reasonable attorney’s fees.

(23) BRANDS: When special brands are 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 Bidder specifies the brand, 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.

(24) ADVERTISING: Bidder shall not advertise or publish information concerning this contract in any form or media without prior written consent from the University.
AS Western Student Shuttle
Design
The Shuttles

2 of the shuttles have a pre-existing green vinyl wrap that needs to be either removed or covered in the new design.

Black borders around the windows will either be covered or left clear in the new design.

New design could potentially:

- cover entire bus including the windows (full wrap)
- cover back of bus including windows leaving the front 3rd unchanged
- cover back of bus not including windows
- cover half the height of bus not including windows
- create banner of design along middle of shuttle

(examples of each on following pages)
Research

Design does not cover windows on these busses

Design is wrapped around the front of busses
Research

Design covers windows and also black border of windows

Need to know cost of material of vinyl wrap if design goes over the black border on windows
Research

More designs to consider
Design Color Experiment

Colors very similar to WTA bus lines

WWU color (second to last) is too dark especially for night time when will be most visible

Light blue is more appealing and attractive for the bus design

AS logo color
Design Moving Forward W/ Light Blue

experiment with design
Design Wrap Options

3 vinyl wrap options

each explored more on following pages

No vinyl on windows
Design Moving Forward W/ Light Blue On Windows

vinyl on windows
Design Moving Forward W/ Light Blue off Windows

vinyl not on windows
full wrap
Design Moving Forward W/ Light Blue Half Wrap
Design Moving Forward W/ Light Blue Banner

vinyl not on windows
banner wrap