



PROCUREMENT

Request for Proposal #2023-104

Procurement Professional Point of Contact:
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Triple Combination Pumper(s)

TIMELINE - The following represents the schedule for this solicitation.	
Event	Date
Issue Date	August 18, 2023
Deadline for Final Questions.....	October 18, 2023 at 11:59 pm
Proposal Due Date	October 31, 2023, 2:00 p.m. Pacific Time
Award	December 2023
Anticipated Contract Start Date	December 2023
Submit Sealed Proposals to: City of Everett – Clerk’s Office - Attn: Procurement 2930 Wetmore Ave Everett, WA 98201 Clearly label the outside of the sealed envelope containing the original proposal response plus six complete identical copies with the Proposal Name, Proposal Number, and contact information listed above. Only Proposals that arrive in the Procurement office by the deadline will be considered.	
Information & Addenda: All Information including Addenda regarding this solicitation can be found at: https://everettwa.gov/2711/Everett-Procurement-Information-Contract Suppliers are responsible for checking the City of Everett website for the issuance of any addenda prior to submitting a proposal.	
Questions: All questions must be requested electronically utilizing the above link or e-mailed to the Procurement Professional listed above. Unauthorized contact regarding this Request for Proposal with City of Everett employees or contractors may result in disqualification. Any oral communications will be considered unofficial and non-binding by the City of Everett. Proposers should rely only on written statements issued by the individual named listed above.	

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SECTION 1 - INSTRUCTIONS

1.1 PROPOSAL SUBMITTAL

The City Clerk must receive the supplier's proposal, in its entirety, by 2:00 p.m. Pacific Time. Proposals arriving after the deadline will be returned unopened to their senders. All proposals and accompanying documentation will become the property of the City of Everett and may not be returned.

Proposal pricing must be submitted on the forms provided in this document. To receive consideration for award, the proposal must be completed and signed by an authorized representative of the supplier. Submission of a proposal constitutes acceptance of the procedures, evaluation criteria, and other instructions of this Request for Proposal (RFP).

No supplier may withdraw its proposal after the hour set for the proposal closing unless the award is delayed for a period exceeding one hundred and twenty (120) days.

No exceptions to the City's terms, conditions, and specifications will be accepted. Any attempt to modify the City's terms, conditions, and specifications may result in a non-responsive quote. If a potential proposer believes that a term, condition or specification is a problem, the potential proposer must raise that problem as a question by submitting the question as provided on the first page of this RFP.

1.2 OFFER PERIOD

All Proposals submitted must remain open for one hundred and twenty (120) days from the receipt date. The City of Everett reserves the right to extend this period.

1.3 REQUEST FOR DUE DATE EXTENSION

Suppliers may request an extension of the Proposal Due Date. Supplier must supply any justification and additional information that will facilitate an evaluation and decision by the City of Everett. Any approved extension will be issued in an addendum.

1.4 WITHDRAWAL OF PROPOSALS

Suppliers may withdraw a Proposal which has been submitted at any time up to the due date and time. To accomplish this, a written request signed by an authorized representative of the supplier must be submitted to the Procurement Professional named on the Request for Proposal cover sheet.

1.5 SINGLE RESPONSE

A single response to the RFP may be deemed a failure of competition, and in the best interest of the City of Everett, the RFP may be cancelled.

1.6 MULTIPLE PROPOSALS

Suppliers interested in submitting more than one Proposal may do so, so long as each Proposal stands alone and independently complies with the instructions, conditions, and specifications of this RFP.

1.7 EVALUATION AND AWARD

The City of Everett will award the Proposal to the responsive and responsible supplier(s) whose offer best meets the needs of the City or reject any and all Proposals. Execution of the Purchase Agreement in the form as provided in this RFP will follow award.

- a. Responsive Supplier – A business entity or individual who has submitted a bid or proposal that fully conforms in all material respects to the Invitation for Bids (IFB)/Request for Proposals (RFP) and all of its requirements, including all form and substance.
- b. Responsible Supplier – A business entity or individual who has the financial and technical capacity to perform the requirements of the solicitation and subsequent contract.

1.8 WAIVER OF MINOR ADMINISTRATIVE IRREGULARITIES & REJECTION OF PROPOSALS

The City of Everett reserves the right, at its sole discretion, to waive minor administrative irregularities and informalities contained in any proposal submitted and accepted by the City. The City further reserves the right to make awards to the responsible offer whose proposal is determined to be the most advantageous to the City of Everett. The City of Everett reserves the right to reject any and all proposals.

1.9 EXCLUDED PARTIES

All suppliers must certify that they are not on the Comptroller General's list of ineligible contractors nor the list of parties excluded from federal procurement or non-procurement programs.

<https://www.sam.gov>

1.10 BUSINESS LICENSE

The successful supplier will be required to possess or be able to obtain a City of Everett Business License and pay City of Everett Business & Occupation (B & O) Tax, when applicable. B & O Tax questions may be directed to the Everett Business Tax Division at (425) 257-8610.

1.11 BID PROTEST PROCEDURES

Chapter 3.46 of the Everett Municipal Code (EMC) governs all protests. Protest Procedures are available for review in the Everett Municipal Code 3.46 which can be found at:

<http://www.codepublishing.com/WA/Everett>

The City reserves the right to require strict compliance with all requirements of Chapter 3.46 EMC.

1.12 NON-ENDORSEMENT

As a result of the selection of a supplier to provide the commodities described in Section 2 to the City of Everett, the City of Everett is neither endorsing nor suggesting that the supplier's product is the best or only solution. The supplier agrees to make no reference to the City of Everett in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City of Everett.

1.13 PROPRIETARY MATERIAL SUBMITTED-PUBLIC DISCLOSURE

A. Property of the City of Everett

All materials submitted in response to this RFP must become the property of the City of Everett. Selection or rejection of a proposal does not affect this. In this section, the term “proposal” is generic and refers to proposals, statements of qualification, letters of interest and any other material submitted in response to this RFP.

B. Proposals are Public Records

Pursuant to Chapter 42.56 RCW and other statutes regarding public agencies, all materials (including, for example, proposals) submitted under this RFP must be considered public records and except to the extent protected by state and or federal laws will be available for inspection and copying by the public following contract award. Records will not be released by the City of Everett prior to contract award in order to protect the integrity of the procurement process, unless otherwise required by law.

C. Public Records Exemption / Notice of RCW 39.10.470

In accordance with RCW 39.10.470, trade secrets as defined in RCW 19.108.010, or other proprietary information submitted by a Proposer in connection with this RFP might not be subject to public disclosure under chapter 42.56 RCW if the proposer specifically states in writing the reasons why protection from disclosure is necessary, and identifies the data or materials to be protected. Proposers must specifically designate and clearly label as “CONFIDENTIAL” any and all such materials or portions thereof that they deem to contain trade secrets or other proprietary information. Proposers should carefully consider what is truly confidential and should not mark an entire proposal as confidential. The proposer must provide the legal basis for the exemption to the City upon request. Proposers are advised that this exemption is subject to judicial review and the proposer’s designation of confidential may or may not be upheld by a Court.

D. Proposals Not Marked as Confidential

If a proposal or other material does not clearly identify the “CONFIDENTIAL” portions, the City will not notify the proposer that its proposal will be made available for inspection and copying, and the City may publicly disclose such non-clearly identified portion with no liability whatsoever to the proposer.

E. Process for Disclosing Information

If a request is made for disclosure of material or any portion marked “CONFIDENTIAL,” the City will determine whether the material should be made available under the law. If the City determines that the material is subject to disclosure, the City will seek to notify the Proposer of the request and allow the proposer ten (10) business days after such notification to take appropriate legal action in Snohomish County Superior Court at the proposer’s sole expense and liability. If the proposer does not within such ten (10) business days serve the Office of the City Attorney with a copy of an order entered by the Superior Court that expressly prohibits the City from disclosure of the material marked “CONFIDENTIAL,” then the proposer will be deemed to have consented to the public disclosure of the material marked “Confidential” and the City may publicly disclose such material without any liability whatsoever to proposer.

F. Indemnification by Proposer

To the extent that the City withholds from disclosure all or any portion of proposer's material marked "CONFIDENTIAL", the proposer, by submitting a proposal in response to this RFP, agrees to indemnify, defend and hold harmless the City of Everett from all lawsuits, liabilities, losses, damages, penalties, attorneys' fees and costs the City incurs arising from or relating to such withholding from disclosure.

G. Consent to Procedure

Proposers, by submission of materials marked "CONFIDENTIAL", acknowledge and agree that the City will have no obligation to advocate for nondisclosure in any forum and has no liability whatsoever to any proposer for the disclosure of any material or record of any kind when that disclosure is in accordance with applicable law or in accordance with an order applying applicable law entered by the Snohomish County Superior Court or a Washington appellate court. By submitting a proposal, the supplier consents to the procedure in this Section as its sole remedy and waives and releases all claims against the City arising from the City's actions taken in accordance with this procedure.

1.14 RESPONSE PROPERTY OF THE CITY OF EVERETT

All materials submitted in response to this request become the property of the City of Everett. Selection or rejection of a response does not affect this right.

1.15 NO OBLIGATION TO BUY

The City of Everett reserves the right to refrain from contracting with any supplier. The release of this RFP does not compel the City of Everett to purchase.

1.16 COST OF PREPARING PROPOSALS

The City of Everett is not liable for any costs incurred by suppliers in the preparation and presentation of proposals and demonstrations submitted in response to this RFP.

1.17 RECYCLE

The City of Everett is committed to the environment and encourages suppliers to recycle material to the extent practicable.

1.18 COOPERATIVE PURCHASING

Suppliers: RCW 39.34 allows cooperative purchasing between public agencies also called political subdivisions. Public agencies which have an Intergovernmental Cooperative Purchasing Agreement with the City of Everett may purchase from City of Everett contracts, provided that the supplier has agreed to such participation. Each supplier must indicate on the quote submittal form if they **will not** honor other public agency orders in accordance with contract terms and conditions in addition to orders from the City of Everett. The City of Everett does not accept any responsibility for purchase orders issued by other public agencies.

Cooperating Political Subdivisions: Public agencies desiring to use Everett's contracts must have executed an Intergovernmental Cooperative Purchasing Agreement with the City of Everett, as required by RCW 39.34. Only those public agencies who have complied with these requirements are eligible to use this contract. The public agency accepts responsibility for compliance with any additional or varying laws and regulations governing purchase by or on behalf of the public agency in question. A purchase by a public

agency must be affected by a purchase order from the public agency, directed to the supplier or other party contracting to furnish goods or services to the City of Everett.

The City of Everett accepts no responsibility for the performance of any purchasing contract by the supplier, and the City of Everett accepts no responsibility for payment of the purchase price for any public agency.

SECTION 2 - SCOPE OF WORK

2.1 INTENT SUMMARY

City of Everett requests competitive proposals from qualified fire apparatus manufacturers to provide one to three Triple Combination Class A Pumpers. Pricing is requested for one, two, and three Triple Combination Class A Pumpers. After bid opening, the City will decide how many Pumpers will be purchased based on available budget. Mandatory and desired features for the apparatus are provided below.

2.2 BACKGROUND

The City of Everett Fire Department operates in a unique environment that includes a dense downtown core, neighborhoods with narrow streets, challenging maneuverability, lakes, marine waterways, a heavy industrial area, and 14 miles of waterfront. Given the diverse topography of the city, angle of approach and departure are a concern. Additionally, the State of Washington has a restrictive road weight limit for emergency apparatus.

The City of Everett Fire Department has a total of six (6) fire engines (pumpers). Pumpers are located at stations 1, 2, 4, 5, 6 and 7. All pumpers are equipped with a fire pump, a 500-gallon water tank, a foam system, a monitor, and a large complement of fire hose for fire attack, exposure protection, and water supply. Pumpers also carry ground ladders, self-contained breathing apparatus (SCBA), forcible entry and extrication tools, first aid equipment, a variety of hose appliances, and assorted other equipment and tools. The crew of an engine company usually consists of an officer, driver/engineer, and a firefighter.

2.3 PROVEN PERFORMANCE

To ensure the City receives an apparatus of proven performance, the manufacturer must be in current production of similar apparatus and have been in production for a minimum of one (1) or more years during that period. A prototype is not acceptable.

2.4 PERFORMANCE TESTING

A road test will be conducted with the apparatus fully loaded and a continuous run of no less than ten (10) miles. During that time the apparatus will show no loss of power, nor will it overheat. The transmission drive shaft or shafts and the axles will run quietly and be free of abnormal vibration or noise. The apparatus when fully loaded will not have less than 25 percent nor more than 50 percent on the front axle, and not less than 50 percent nor more than 75 percent on the rear axle. The apparatus must meet NFPA 1901 acceleration and braking requirements.

2.5 DESIGN AND CONSTRUCTION

To control quality, ensure compatibility, and provide a single source for service and warranty, the main components such as cab, chassis, and body will be entirely designed, assembled, welded, and painted in the manufacturer's facilities. This includes, but not limited to the cab weldment, the chassis assembly, the body, and the electrical system.

The warranties relative to these major components, excluding component warranties such as engine, transmission, axles, etc. must be from a single source manufacturer and not split between manufacturers (i.e., body, cab weldment, and chassis).

2.6 NFPA COMPLIANCE

The apparatus proposed must meet the applicable requirements of the National Fire Protection Association (NFPA) as stated in current edition at time of actual apparatus construction. Any requested specifications that differ from NFPA specifications must be indicated in the proposal as "non-NFPA."

2.7 MANDATORY APPARATUS DESIGN FEATURES

The following are mandatory design features for the awarded apparatus:

- a. This apparatus shall meet federal, state and agency requirements for motor vehicle safety standards.
- b. This fire apparatus must conform to the applicable National Fire Protection Agency (NFPA) 1901 current edition at the time of apparatus construction.
- c. The assembled components must all meet manufacturer's specifications.
- d. Compliance with RCW 46.44.190, <https://app.leg.wa.gov/rcw/default.aspx?cite=46.44.190>.
- e. Final vehicle must meet Washington state weight requirements.

2.7.1 MECHANICAL

- a. Angle of approach and departure at a minimum of twelve (12) degrees. This will be effective with the pumper in a loaded state.
- b. Wheelbase not to exceed 185 inches.
- c. Engine with a minimum of 450 horsepower.
- d. Minimum fuel tank capacity of 60 gallons.
- e. Minimum diesel exhaust fluid tank capacity of 4.5 gallons.
- f. An effective engine brake with multiple settings.
- g. 4-wheel anti-lock disc brakes.
- h. Tire pressure management system plumbed to equalize duals.
- i. Parking brake that locks all wheels.
- j. A second parking brake actuator located on the right side of the dash.
- k. Steering wheel to have tilting and telescoping capabilities.
- l. Auxiliary Power Unit (APU) with integrated idle reduction or other system designed to reduce the carbon footprint. The main engine should automatically shut down after a predetermined time and have an APU run the electrical equipment such as HVAC and all lighting. It is necessary to have the main engine automatically restarted before the voltage drops to a critical level.
- m. Any nylon tube on the apparatus that is pneumatic must be plumbed with compression type fittings where applicable. Push lock fittings are not acceptable for any pneumatic nylon tube plumbing.
- n. No silicone coolant hoses will be accepted.

- o. Windshield wipers interlocked to the parking brake so that they stop operating when the brake is set. The apparatus must include a momentary switch on the instrument panel that activates the intermittent feature of the windshield wipers while the brake is set.

2.7.2 WATER PUMP SYSTEM

- a. 500-gallon water tank configured to allow for hose beds to be as low as possible.
- b. 2000 gallon per minute (GPM) Class A Hale midship fire pump.
- c. Pump controller will be a pressure governor type.
- d. Compressed air primer.
- e. Four (4) inlets of the following sizes and locations:
 - 1. One (1) 6" inlet on the left side pump panel.
 - 2. One (1) 2.5" inlet on the left side pump panel.
 - 3. One (1) 6" inlet on the right-side pump panel.
 - 4. One (1) 2.5" inlet on the right-side pump panel.
- f. TFT ball inlet valves on both 6" inlets – model to be determined at pre-construction meeting.
- g. Ten (10) discharge (outlets) of the following sizes and locations:
 - 1. One (1) 2.5" outlets on the left rear of the apparatus – foam capable.
 - 2. One (1) 2.5" outlet on the right rear of the apparatus – foam capable.
 - 3. Two (2) 2.5" outlets on the left pump panel.
 - 4. One (1) 2.5" outlet on the right pump panel controlled by two (2) electric valve controllers, one at each pump panel.
 - 5. One (1) 1.5" outlet on the right-side pump panel controlled by two (2) electric valve controllers, one at each pump panel – foam capable.
 - 6. One (1) 5" outlet capable of flowing the pumps rated capacity located on the right-side pump panel terminating with a 5" Storz fitting. The outlet will be controlled by two (2) electric valve controllers, one at each pump panel – foam capable.
 - 7. One (1) 4" deluge riser outlet installed above the pump. The plumbing will be 4" inside diameter and must include a full flow electronic valve. The outlet will be controlled by two (2) electric valve controllers, one at the pump panel and one near the outlet.
 - 8. One (1) outlet capable of supplying a booster reel located on top side with minimum 150 feet of 1" hose.
 - 9. One (1) 1.5" outlet on the top side front bumper – foam capable.
- h. Rack and sector Waterous discharge valves where push-pull valves are utilized. The City has Hale pumps with Waterous rack and sector valves on its 2019 pumpers. The preference would be to have

the same. If this is no longer possible, then provide an equal substitute and include why your company feels that this is the best option.

- i. Manually controlled 2000 GPM monitor with a combination nozzle and a set of stacked tips with a built-in stream straightener. Specific brand and model determined at pre-construction meeting.
- j. Automatic foam proportioning system suitable for all types of Class A and B foam concentrates and capable of a minimum injection rate of 10 gallons per minute of foam concentrate. The outlets above (1, 2, 5, 6 & 9) must be foam capable.
- k. One (1) foam system controller with digital display located on the pump panel.
- l. Minimum of a 30-gallon foam tank.
- m. Foam system to include an external foam concentrate pickup located at the pump panel which can also be utilized to refill the foam tank.

2.7.3 CAB DESIGN FEATURES

- a. Maximum finished cab floor height of 38" in the front seating positions and 47" in the rear. Everett Fire Department's current pumpers have floor heights less than the floor heights listed above.
- b. A clean cab design with forward facing seating for four (4) firefighters. The driver's and officer's seat must be adjustable. Clean cab design is defined as having exterior accessed cab compartments that are sealed and isolated from the cab interior used to store possible contaminated gear and equipment.
- c. The rear seating area must have a raised roof.
- d. Two side compartments, located between the front and rear cab doors which will be sealed for contaminants and accessed with a lap style door from the outside only.
- e. One interior compartment in the rear cab area, size – location to be determined at pre-construction meeting.
- f. Supplemental Restraint System such as air bags.
- g. Apparatus interior upholstery must be heavy leather grain vinyl, resistant to grease, oil, and mildew.
- h. Deluxe defrost system which provides the highest capability level to quickly defog all cab glass when wet firefighters enter the cab.
- i. Electric windows.
- j. Air-conditioned cab.
- k. Vehicle camera system: one (1) rear facing, one (1) each on the left and right side of vehicle with monitor screen integrated into the dash and in view of driver.
- l. Cab drip rail that extends along the full length of the roofline to cover all side windows to prevent water from entering the cab when doors are open.

2.7.4 **BODY DESIGN FEATURES**

- a. The body will have the following compartmentation:
 1. One (1) full height compartment in front of the left rear wheels. The compartment will have two (2) lower full depth adjustable height pull-out trays and two (2) upper full depth adjustable shelves.
 2. One (1) full height compartment in front of the right rear wheels. The compartment will have one (1) lower full depth adjustable height pull-out tray and two (2) upper full depth adjustable shelves.
 3. One (1) compartment above left rear wheels. The compartment will have one shallow depth adjustable shelf.
 4. One (1) compartment above the right rear wheels. The compartment will have a swing out tool board and mounting plate on the back wall.
 5. One (1) full height compartment behind the left rear wheels. The compartment will have two (2) lower full depth adjustable height pull-out trays and one (1) upper shallow adjustable shelf.
 6. One (1) full height compartment behind the right rear wheels. The compartment will have two (2) lower full depth adjustable height pull-out trays and one (1) upper shallow adjustable shelf.
 7. One (1) compartment centered on the rear of the body with one (1) lower full depth adjustable height pull-out tray and one (1) upper full depth adjustable height shelf.
 8. Two (2) or more compartments near the rear wheels **on each side** designed to store SCBA bottles and extinguishers.
 9. One (1) long compartment located **on each side** above the body compartments. These compartments will be accessed from both the top of the vehicle and through a hatch on the rear of the body.
 10. One (1) compartment in the front bumper capable of holding 100' of 1.75" hose and an attached TFT automatic nozzle. The compartment will have a hinged lid.
 11. The body compartments #1 - #7 must have Amdor roll-up doors.
 12. All shelving, pull-out trays and compartment bottoms will be outfitted with dry deck or equivalent.
- b. A ventilation system must be incorporated into all body compartments. Provide a powered ventilation system supplying air to all body compartments. If possible, supply air to the main hose bed area.
- c. The rear of the body will be flat with no inset.
- d. A full width tailboard will be attached to the rear body. The tailboard will be of sufficient depth to allow a firefighter to safely stand on while loading hose, yet not interfere with the twelve (12) degree minimum angle of departure.
- e. Provide a practical means from both pump panels to access the topside. Access must accommodate a firefighter in full PPE including SCBA.

- f. Provide multiple access locations to allow maximum accessibility for pump maintenance.
- g. Rear Hose Bed will be as low as practical and feature adjustable aluminum dividers and will have three (3) removable poly trays for the 200' handlines.
- h. The rear hose bed will be laid out in the following fashion, left to right:
 1. 200' 1.75, single stacked in a poly tray
 2. 200' 1.75, single stacked in a poly tray
 3. 1000' 5" LHD, 3 stacks wide
 4. 600' 2.5 bulk bed, 4 stacks wide
 5. 200' 2.5 single stacked in a poly tray
- i. Transverse hose bed will be as low as practical and feature adjustable vertical and horizontal dividers and will have four (4) removable poly trays for the hose bundles. These will all be dead lays. The photo below shows the layout as described in 2.7.4.J.



- j. The transverse hose bed will be laid out in the following fashion, front to back:
 1. (2) 100' 2.5" bundles each in a poly tray
 2. (2) 100' 1.75" bundles each in a poly tray
 3. (1) 200' 1.75"
 4. (1) 200' 1.75"
- k. Running board hose tray must be mounted below each pump panel with a capacity to hold 30' of 5" hose.
- l. Rear hose bed cover must be a hinged two section aluminum panel reinforced to hold the weight of firefighters. Each section will include gas struts to aid in opening and closing. One compartment capable of holding a backboard will be mounted to the underside and accessed from the tailboard.
- m. Transverse cover must be a hinged aluminum panel reinforced to hold the weight of firefighters.

- n. Rear hose bed restraint will be a vinyl flap that is easily and quickly removed.
- o. Transverse hose bed restraints must be constructed of webbing that is easily and quickly removed.

2.7.5 GROUND LADDERS

The following ground ladders must be included with each proposed pumper:

- One 24-foot two-section Duo-Safety extension.
- One 14-foot Duo-Safety roof ladder.
- One 10-foot Duo-Safety folding ladder.
- Ladders will be stowed on a swing down style rack.

2.7.6 ELECTRICAL SYSTEM

- a. Shore power system capable of charging all batteries.
- b. Isolated battery for electronics including radio, modem, mobile data terminal, 12-volt outlets, etc.
- c. Access to jumper studs.
- d. AC outlets – a minimum of four (4) in cab and four (4) in different body compartments. The locations will be agreed upon at the pre-construction meeting. AC outlets must be powered by shore power and Auxiliary Power Unit (APU), if provided.
- e. DC outlets – a minimum of eight (8) in the cab and four (4) in different body compartments. The locations will be agreed upon at the pre-construction meeting.

2.7.7 ELECTRONICS

- a. One (1) stainless steel computer tray on the officer's side dash that will secure the computer in place during travel.
- b. One Mechanical Federal Q2B® Siren, mounted on the front of the apparatus. Two (2) siren brake buttons will be installed with one (1) within reach of the driver and one (1) within reach of the officer. The siren's control solenoid will be powered up after the emergency master switch is activated. The mechanical siren will be actuated by two (2) foot switches, one (1) located on the officer's side and one (1) on the driver's side.
- c. One (1) siren cut-out switch. The switch will control the main power to the mechanical siren solenoid. The switch will be in the cab. Location to be determined at the pre-construction.

2.7.8 LIGHTING

- a. LED headlights with snow melting feature.
- b. Two (2) LED spotlights on cab roof along with two (2) remote controllers inside the cab.
- c. One (1) Streamlight E-Flood hand-held flashlight mounted inside the cab.

d. LED scene lighting capable of illuminating all sides of the apparatus. Lighting will be provided in the following locations with the following minimum quantities:

- One (1) brow light
- Two (2) rear of apparatus
- Two (2) on each side of apparatus

The LED scene light control switches must be located within reach of driver and officer, and possibly near point of use.

e. Opticom Emitter Model #794M.

2.7.9 INTERCOM SYSTEM

The proposer must provide and install a David Clark intercom system with four (4) wired over-the-head headsets in the cab that are capable of interfacing with the radio.

2.8 MISCELLANEOUS SUPPLIER SUPPLIED EQUIPMENT

The following specific models to be determined at the pre-construction meeting:

- Rubbish hook
- Plaster hook
- Pike pole

2.9 OWNER SUPPLIED EQUIPMENT

The manufacturer must mount the following owner supplied equipment:

- Sierra RV55 modem with antenna and Motorola APX8500 mobile radio with antenna, both of which are accessible from the cab.

2.10 DESIRED APPARATUS FEATURES

The following are desired features for the awarded apparatus and are listed in order of importance:

1. Tightest available turning radius.
2. Provide an option that allows for best available acceleration while still being able to achieve top speed of approximately 68 miles per hour.
3. Angle of approach and departure greater than twelve (12) degrees each.
4. Without changing the height of the hose bed or increasing the overall wheelbase change the left-rear outlet to two 1.5" outlets.
5. Emergency lighting power reduction switch to reduce light output power.

6. Non-reflective cab window glass options that provide the best visibility from inside of the cab through the side windows. Current experience is that the side windows have a reflective quality reducing and preventing visibility through the windows in certain light conditions.
7. Additional storage compartments and bins located in the cab such as overhead storage in the raised roof portion.
8. Fuel tank capacity maximized for chosen chassis.
9. Diesel exhaust fluid (DEF) tank capacity maximized for chosen chassis.
10. Provide optional cab styles if available.
11. Blind spot monitoring system, preferably in or on the side mirrors.
12. Attachable tailboard extension or other system designed to carry rolls of 5" hose on the tailboard.
13. Individual flowmeters independent of the foam system's flowmeter on the rear outlets and on the 1.5" outlet on the right-side pump panel.
14. On-spot chains.
15. Automatic chassis lubrication.

2.11 APPROVAL DRAWING

A drawing of the proposed apparatus must be provided for approval before construction begins. This drawing must indicate the apparatus dimensions, location of the lights, siren, horns, compartments, ground ladders, major components, etc.

Any revisions to the drawing must be tracked to show any approved changes made to the original drawing. The finalized and approved drawing will incorporate all the changes and become part of the contract documents.

2.12 PUMP PANEL DRAWING

A layout drawing for each pump panel with exact dimensions must be provided before construction.

2.13 INSPECTION CERTIFICATION & CERTIFICATE

To assure the vehicle is built to current NFPA standards, the apparatus, in its entirety, shall be third-party, independent, audit-certified through Underwriters Laboratory (UL) that it is built and complies to all applicable standards in the current edition of NFPA 1901. The certification includes: all design, production, operational, and performance testing of not only the apparatus, but those components that are installed on the apparatus with no exception.

A placard shall be affixed in the driver's side area stating the third-party agency, the date, the standard, and the certificate number of the whole vehicle audit.

2.14 WARRANTY

At a minimum, the warranty will extend one year from its first in service date.

2.15 WARRANTY SERVICE

To minimize the long-term cost and reduce downtime of the apparatus, it is desired that the manufacturer provides warranty and parts service in the Puget Sound area within 100-mile radius of the City of Everett.

2.16 INSPECTION TRIPS

The bidder will provide three (3) factory inspection trips for four (4) City representatives. The inspection trip(s) will be scheduled at times mutually agreed upon between the manufacturer's representative and the City. All costs such as travel, lodging and meals will be the responsibility of the bidder.

2.17 DELIVERY

The apparatus will be delivered under its own power to ensure proper break-in of all components while the apparatus is still under warranty. A qualified delivery representative must deliver the apparatus.

2.18 INSPECTION AND ACCEPTANCE

The City of Everett there will perform an inspection to confirm that all systems are functional prior to acceptance of the apparatus. The city reserves the right to inspect at any point in the manufacturing process.

2.19 OPERATIONS MANUALS

The manufacturer shall supply at time of delivery, complete operation and maintenance manuals covering the apparatus as delivered. Manual must be provided for all major components including chassis and pumps.

The City prefers electronic copies of the manuals.

2.20 DELIVERY ORIENTATION AND TRAINING

After delivery of the fire apparatus and at a time mutually agreed upon with the City, the manufacturer will supply a qualified representative to demonstrate the apparatus and provide initial instruction to the fire department regarding the operation, care, and maintenance of the apparatus for a minimum period of two (2) days.

2.21 PAYMENT

Within thirty (30) days after delivery, acceptance of items ordered and a properly prepared invoice, the City will pay the supplier according to the rate(s) stated on the price sheet.

No down payment or advance payment of any kind will be made. Washington State law requires proof that the materials have been furnished, the services rendered, or the labor performed as described before payment may be made. All invoices must list the PO number and are to be submitted to the following address:

City of Everett – Accounts Payable
PO Box 12130
Everett, WA 98206
accountspayable@everettwa.gov

SECTION 3 – PROPOSAL EVALUATION PROCESS

3.1 GENERAL

All proposals will be reviewed to determine compliance with the requirements as specified in the RFP. Proposals will be evaluated on how well the proposal meets the needs of the City, as described in the supplier's response to each requirement and the evaluation criteria identified in this RFP. It is important that the responses be clear and complete so that the evaluators can adequately understand all aspects of the proposal.

3.2 SELECTION PROCESS

The City will select the proposal that, in its sole discretion, is the most advantageous to the City. The City reserves the right to make an award without further discussion of the proposal submitted; there may be no best and final offer procedure. Therefore, the proposal should be initially submitted on the most favorable terms that the supplier can offer. The specifications may be altered by the City of Everett based on the supplier's proposal and an increase or reduction of services with the supplier may be negotiated before contract signing, award, and execution.

3.3 CONTRACT AWARD AND EXECUTION

A contract award will be for the supplier that best meets the needs of the City of Everett.

The award of a contract to the successful supplier will be notice of acceptance. The award of a contract will bind the supplier to furnish the service in accordance with the information herein, responses to questions, the supplier's proposal, other representations made, as well as all other terms and conditions of the contract, , which is provided with this RFP.

3.4 EVALUATION CRITERIA

Proposals will be evaluated based on the following weighted criteria and how well they meet the needs and requirements as described in the RFP.

#	Criteria	Points	Description
1	Qualifications and Relevant Experience	40	Evaluate responses to Questionnaire 4.04.
2	Technical Capability, Approach, and Capacity	260	Evaluate responses to Questionnaire 4.04.
3	Communication, Customer Services, and Training	40	Evaluate responses to Questionnaire 4.04.
4	Risk, Performance, and Quality Assurance	25	Evaluate responses to Questionnaire 4.04.
5	Price Proposal	185	Evaluate Suppliers' price proposals to determine if the cost is fair and reasonable. Proposed prices: • are realistic for the work to be performed and • demonstrate that the Supplier understands the Scope of Work.
Total		550	

3.5 INTERVIEWS AND DEMONSTRATIONS

The City of Everett may request an interview or demonstrations with the highest-ranked Supplier(s). The purpose of the interview, if held, will be to further review the finalist(s) in specific areas to determine which proposal provides the best fit and value to the City of Everett. Finalist(s) must have key employees available for these interviews. The City of Everett will notify the finalist(s) as to the time, date, and location for an interview or conference call.

SECTION 4 – PROPOSAL SUBMITTAL REQUIREMENTS

4.1 SUBMITTAL REQUIREMENTS

Suppliers must provide a proposal which must demonstrate an understanding of the project requirements as stated throughout this Request for Proposal.

Proposals in response to this RFP must be submitted in the order specified below. Proposals must include:

1. Supplier Commitment and Information

2. Price Sheet (attached)

3. Narrative responses to the questions asked. Suppliers should re-type the heading, question identifier and question. Then answer the questions and provide in the same order requested below. Suppliers may emphasize in their narrative any areas of their proposal that they believe exceed our requirements.

4. Suggested response format:

- Standard 8 1/2" x 11" paper
- Double sided, numbered pages
- Typed with a minimum of 12-point font
- Form 4.04 – re-type the question before responding

Sealed Proposal Submissions must be submitted in a SEALED ENVELOPE using the optional Proposal Opening Label (below) or clearly marked with the Proposal Number and Title to the City of Everett no later than the proposal due date and time.

URGENT – SEALED PROPOSAL ENCLOSED	
Do Not Delay – Deliver Immediately	
U R G E N T	 EVERETT WASHINGTON
	Clerk's Office – Attn: Procurement 2930 Wetmore Avenue Everett, WA 98201
	RFP Number: 2023-104
	RFP Title: Triple Combination Pumper(s) Procurement
	Professional: Theresa Bauccio-Teschlog, NIGP-CPP, CPPB Supplier:
U R G E N T	

FORM 4.01 SUPPLIER COMMITMENT AND INFORMATION

REQUEST FOR PROPOSAL #2023-104 TRIPLE COMBINATION PUMPER(S)

Company Name:		
Company Address:		
City:	State:	ZIP:
Tax ID #:	UBI #:	
Legal status of supplier organization, i.e., corporation, partnership, sole proprietorship.		
Diversity Certification (if applicable): ☐ Disadvantaged Business Enterprise (DBE) ☐ Minority Business Enterprise (MBE) ☐ Women Business Enterprise (WBE) ☐ Minority Women Business Enterprise (MWBE) Certification number:		
Website:	City of Everett Business License #	
Supplier Contact Name (if different from Authorizing Official):	Supplier Contact Title:	
Supplier Contact Email:	Supplier Contact Direct Phone:	
Supplier Contact Address (if different from above):		
City:	State:	ZIP:

By responding to this solicitation, the Supplier understands and agrees to be bound by all requirements and contract terms and conditions contained in this solicitation. By signing this form, the Supplier acknowledges receipt and understanding of any and all addenda issued for this solicitation. This form must be signed by an individual authorized to legally commit the Supplier and submitted as the cover page.

The Supplier also certifies that:

- I am authorized to commit my firm to this Proposal and that the information herein is valid for 120 days from this date.
- That all information presented herein is accurate and complete and that the scope of work can be performed as presented in this proposal upon the City's request.
- That I have had an opportunity to ask questions regarding this Proposal and that those questions have been answered.
- That this Proposal response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for this Proposal and is in all respects fair and without collusion or fraud.

This form may be signed by ink signature, copy of ink signature, copy of signature, e-signature or any other form of signature. By submitting this bid, the bidder agrees that its signature will have the same legal effect as an original ink signature.

Authorizing Official Name:	Authorizing Official Title:
Authorizing Official Email:	Authorizing Official Phone:
Authorizing Official Signature and Date :	

FORM 4.02 PRICE SHEET

REQUEST FOR PROPOSAL #2023-104 TRIPLE COMBINATION PUMPER(S)

Supplier Name:

Prices must include providing all services as detailed in the Scope of Work.

1. Complete the price sheet.
2. Section A – Provide a firm fixed, not to exceed, lump sum amount.
3. Section B – Provide pricing for the desired features listed.
4. Section C – Clearly identify any additional features that would be an additional expense and additional features and configurations.

A.	One – (1) Triple Combination Pumper	Firm Fixed, not to exceed price, including all the mandatory features.	\$
Provide percentage discount from the firm fixed price listed above for two Pumps _____ %			
Provide percentage discount from the firm fixed price listed above for three Pumps _____ %			

B.	DESIRED APPARTUS FEATURES • Provide the cost if any for each desired feature listed in 2.10. • If the price is zero, mark the cost as such. • If the desired feature is not available, note the price as not applicable.	
Additional Features or Configurations		Cost
1. Tightest available turning radius.		\$
2. Provide an option that allows for best available acceleration while still being able to achieve top speed of approximately 68 miles per hour.		\$
3. Angle of approach and departure greater than twelve (12) degrees each.		\$
4. Without changing the height of the hose bed or increasing the overall wheelbase change the left-rear outlet to two 1.5" outlets.		\$
5. Emergency lighting power reduction switch to reduce light output power.		\$

6. Non-reflective cab window glass options that provide the best visibility from inside of the cab through the side windows.	\$
7. Additional storage compartments and bins located in the cab such as overhead storage in the raised roof portion.	\$
8. Fuel tank capacity maximized for chosen chassis.	\$
9. Diesel exhaust fluid (DEF) tank capacity maximized for chosen chassis.	\$
10. Provide optional cab styles if available.	\$
11. Blind spot monitoring system, preferably in or on the side mirrors.	\$
12. Attachable tailboard extension or other system designed to carry rolls of 5" hose on the tailboard.	\$
13. Individual flowmeters independent of the foam system's flowmeter on the rear outlets and on the 1.5" outlet on the right-side pump panel.	\$
14. On-spot chains.	\$
15. Automatic chassis lubrication.	\$

C.	Additional Features or Configurations Provide the cost for features or configurations not provided in Section B.	
Additional features or storage options (Questionnaire 2.E) and provide pricing for any extended warranty options (Questionnaire 2.K).		Cost
		\$
		\$
		\$
		\$
		\$

FORM 4.04 QUESTIONNAIRE

Suppliers must complete this “Questionnaire” providing the information in the same order requested below. Suppliers may emphasize in their narrative any areas of their proposal that they believe exceed our requirements.

1. Qualifications and Relevant Experience

- A.** Briefly describe your company. Include how long the company has been in business.
- B.** Describe the qualifications of your company, its business experience, and achievements.
- C.** Describe your experience producing the proposed triple combination pumpers for government agencies.
- D.** Has your company already produced the apparatus that it is being proposed? How many of this apparatus has been produced thus far? Provide the name and contact information for up to five (5) of those customers.
- E.** Discuss any impending changes in your organization that could impact the delivery and warranty of services.

2. Technical Capability, Approach, and Capacity

- A.** Describe the apparatus that your company is proposing. Describe how the features of the apparatus your company is proposing meet or exceed the mandatory features listed in Section 2.
- B.** Provide an engine, transmission and gear ratio performance report that details the performance for different engine and transmission options such as a scan report. Include horsepower, acceleration, and torque.
- C.** With the apparatus fully loaded and a full tank of water, what is the angle of approach and departure?
- D.** What is the turning radius?
- E.** Describe any optional cab storage for the proposed apparatus.
- F.** Provide a production timeline for this apparatus. Include dates and deliverables.
- G.** What is the wheelbase of the proposed vehicles?
- H.** What is the height for each hose bed as well as the length for the rear hose bed?
- I.** Describe the non-reflective cab window glass options from Desired Apparatus Features #6 that provides the best visibility from inside of the cab through the side windows. Current experience is that the side windows have a reflective quality reducing and preventing visibility through the windows in certain light conditions.
- J.** What are the side mirrors options that have provide the best unobstructed view from the driver’s seat in all light conditions without reflection?

- K.** Describe the warranty your company is providing.
- L.** If the component warranty is longer than the manufacturer's warranty, then which warranty will the manufacturer honor?
- M.** Who will provide warranty repairs? Where are they located?
- N.** Describe the repair and parts support that your company offers.
- O.** How does your company address repairs that cannot be completed on-site at the apparatus location?

3. Communication, Customer Service, and Training

- A.** Describe your response timeline to a warranty repair call.
- B.** Explain the process for inspection prior to acceptance and access during manufacturing that is required by the City of Everett.
- C.** Describe any operation and training manuals that your company will provide if awarded the bid.
- D.** Describe your delivery orientation and apparatus training. Include the format of the orientation and training, duration, and number of staff included. If the supplier has optional formats, include the cost in Part C of the Price Sheet.

4. Risk, Performance, and Quality Assurance

- A.** Submit no more than five (5) completed relevant contract awards within the past five years that demonstrate successful contract performance similar in size and scope as described in this RFP, including any government experience. Include the following for each reference:
 - a. Company name and full address
 - b. Point of contact name, title, e-mail address, and phone number
 - c. Contract title, number, start and completion dates
 - d. Contract description & order details
- B.** Have you defaulted on any contracts within the past three years or failed to meet contract terms? If so, describe.
- C.** If your firm has had a contract terminated during the past five years, list all such incidents. Submit full details of all terminations experienced by the proposer during the last five years, including the terminating party's name, address, and telephone number. Present the proposer's position on the matter.



PURCHASE AGREEMENT

This Purchase Agreement ("**Agreement**") is effective as of the date of the Mayor's signature below and is between the City of Everett, a Washington municipal corporation (the "**City**"), and the Seller identified in the Basic Provisions below ("**Seller**"). This Agreement is for purpose of the purchase by the City from Seller of one or more Apparatuses for the City's Fire Department. This Agreement includes and incorporates the Basic Provisions, the attached Terms and Conditions, and the documents listed as Exhibits in the Basic Provisions.

BASIC PROVISIONS	
Request for Proposals	2023-104
Seller	Enter Seller name
	Enter Seller street address
	Enter Seller city, state, zip
City Project Manager	Enter PM name
	City of Everett -- Enter PM 's department
	Enter PM office street address
	Enter PM office city, state, zip
	Enter PM email address
Seller's Project Manager	Enter PM name
	Enter PM office city, state, zip
	Enter PM email address
Apparatus	Triple Combination Pumper(s)
Maximum Quantity of Apparatuses	3

Purchase Order Deadline	Enter last date that City may issue a purchase order for an Apparatus under this Agreement
Final Acceptance Deadline	The Final Acceptance Deadline for each Apparatus shall be as agreed between Seller and City. The Final Acceptance Deadline will be stated on the purchase order for each Apparatus.
Additional Provisions	Enter additional provisions, if any
Exhibits	Exhibit A: RFP 2023-104 ("RFP") Exhibit B: Seller's proposal in response to RFP ("Proposal")

IN WITNESS WHEREOF, the City and Seller have executed this Agreement, which includes and incorporates the above Basic Provisions, the attached Terms and Conditions, and the documents listed as Exhibits in the Basic Provisions.

**CITY OF EVERETT
WASHINGTON**

Enter Seller name – must match name in Basic Provisions

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Enter signer's name

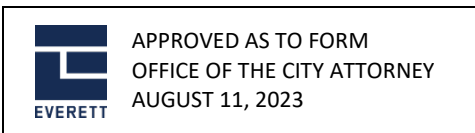
Date

Signer's Email Address: Enter email address

Title of Signer: Enter title

ATTEST

Office of the City Clerk



**ATTACHMENT TO
PURCHASE AGREEMENT
(TERMS AND CONDITIONS)**

1. **Agreement to Purchase and Sell.** Subject to the terms, conditions, and provisions of this Agreement, Seller agrees to manufacture and sell to the City, and City agrees to purchase from Seller, one or more of the Apparatus, up to the Maximum Quantity stated in the Basic Provisions.
2. **Purchase Order.** The City will issue purchase order(s) to Seller for each Apparatus that it will purchase. In order for a purchase order to be effective, it must be issued by the City prior to the Order Deadline in the Basic Provisions.
3. **Final Approved Plans.**
 - A. After purchase order issuance, Seller shall produce complete plans, drawings, and specifications for each ordered Apparatus in accordance with the requirements of this Agreement (including without limitation the requirements in the RFP scope of work) and submit them for the City Project Manager's written approval.
 - B. The complete final set of plans, drawings, and specifications for an Apparatus as approved in writing by the City Project Manager are collectively referred to in this Agreement as the "Final Approved Plans."
4. **Manufacture and Acceptance.**
 - A. Seller will manufacture and complete each ordered Apparatus in accordance with the Final Approved Plans so that the Apparatus may be accepted by the City no later than the Final Acceptance Deadline.
 - B. The City will accept a completed Apparatus after the Apparatus has passed all testing and inspections required in the RFP and is delivered to the City at the City's chosen location in Everett, Washington. The City and Seller will fully cooperate with each other to schedule and complete all required testing and inspections. The City has no obligation to accept an Apparatus not manufactured and completed in accordance with the Final Approved Plans or that has not passed all required testing and inspections. The City's acceptance of an Apparatus will be in writing and signed by the City's Project Manager.
 - C. Acceptance of an Apparatus by the City does not in any way release Seller from Seller's warranty that the Apparatus is manufactured and completed in accordance with the Final Approved Plans.
 - D. The Seller and City Project Managers may approve in writing extension(s) of the Final Acceptance Deadline(s) up to a maximum total extension of one year per Apparatus, with such approvals not unreasonably withheld. Additional extension(s) will require amendment to this Agreement as set forth in Section 11.K below, which is at each party's sole discretion.
5. **Payment.**
 - A. The City will pay Seller as purchase price for an accepted Apparatus the amounts as shown in Form 4.02 (Price Sheet) submitted by Seller in its Proposal. Any changes to the purchase price require amendment to this Agreement, as set forth in Section 11.K below.

- B. Within 30 days after Apparatus acceptance and delivery to the City of an invoice for the Apparatus, the City will pay Seller the Apparatus purchase price in full. The City will not make any payments to Seller pre-acceptance.
- 6. **City Termination Rights.** In addition to any other remedies the City may have under applicable law, the City may terminate without liability to Seller an already-placed order for an Apparatus in the following circumstances:
 - A. Seller's material breach of this Agreement with respect to the Apparatus, which breach remains uncured 90 days after written notice thereof to Seller from the City.
 - B. Seller has not delivered the Apparatus ready for acceptance by the City by the Final Acceptance Deadline.
 - C. Prior to the Final Acceptance Deadline, the City has reasonably determined that Seller will be unable to deliver the Apparatus ready for acceptance by the City by the Final Acceptance Deadline.

In addition, the City may terminate this Agreement and order(s) hereunder if Seller is voluntarily or involuntarily dissolved, or is adjudged to be bankrupt or is subject to a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of insolvency. For the purpose of this Section, "bankrupt" shall mean the filing of a voluntary or involuntary petition of bankruptcy or similar relief from creditors, insolvency, the appointment of a trustee or receiver, or any similar occurrence reasonably indicating an imminent inability to perform substantially all of Seller's obligations under this Agreement.

- 7. **Title/Risk of Loss.** Seller bears all risk of loss or of damage prior to the City's acceptance. Upon acceptance of an Apparatus by the City and payment in full for the Apparatus to the Seller, the Seller and the City will execute all documents necessary to transfer title of the Apparatus to the City. Seller warrants that each conveyance of an Apparatus to the City will be free and clear of all liens, security interests, and encumbrances.
- 8. **Other Services and Deliverables.** Seller will provide other services and deliverables as set forth in the RFP.
- 9. **Warranties.** Seller warrants that the manufacture and completion of each accepted Apparatus is in accordance the Final Approved Plans for that Apparatus. In addition, Seller will provide all warranties stated in the RFP or in the Proposal.
- 10. **Order of Precedence.** The following is the order of precedence for the Agreement, with higher-listed parts governing lower-listed parts:
 - i. Purchase Order(s) (but only as to description of Apparatus ordered and its Final Acceptance Deadline; the purchase order's boilerplate terms and conditions are not part of this Agreement)
 - ii. Basic Provisions
 - iii. Terms and Conditions
 - iv. RFP
 - v. Proposal

No terms or conditions generated by Seller, whether contained in the Seller's purchase order acknowledgement or invoice or otherwise, are part of this Agreement.

11. **Miscellaneous.**

- A. **Subletting/Assignment of Contracts.** Seller shall not sublet or assign any of this Agreement without the express, prior written consent of the City Project Manager.
- B. **Independent Contractor.** Seller, its subcontractors, agents and employees are independent Suppliers performing services for the City and are not employees of City.
- C. **Indemnification.** To the extent of Seller's negligence, breach of this Agreement, violation or law, or willful misconduct, and except as otherwise provided in this Section, Seller hereby agrees to defend and indemnify and save harmless the City from any and all losses, claims, and liabilities arising from or relating to this Agreement. Seller's duty to defend and indemnify and save harmless pursuant to this Section is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of the Seller. Seller's obligations under this Section shall not apply to Claims caused by the sole negligence of the City. Solely and expressly for the purpose of its duties to indemnify and defend and save harmless the City, the Seller specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. Seller recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. This Section shall survive the expiration or termination of this Agreement.
- D. **Insurance.**
 - 1. Seller shall comply with the following conditions and procure and keep in force during the term of this Agreement, at Seller's own cost and expense, the policies of insurance as set forth in this Section with companies authorized to do business in the State of Washington, which are rated at least "A-" or better and with a numerical rating of no less than seven (7), by A.M. Best Company and which are acceptable to the City.
 - i. **Workers' Compensation Insurance** as required by applicable law and **Employer's Liability Insurance** with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, Seller shall require each subcontractor to provide Workers' Compensation Insurance for its employees, unless Seller covers such employees.
 - ii. **Commercial General Liability Insurance** on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate.
 - iii. **Business Automobile Liability Insurance** in an amount not less than \$1,000,000 per occurrence.
 - 2. The above liability policies shall be primary as to the City and shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of Seller to furnish the required insurance. The City of Everett shall be additional insured on the commercial general liability insurance and the automobile insurance.
 - 3. Seller shall provide the City or the City's designee with a certificate of insurance acceptable to the City Attorney evidencing the required insurance.

- E. **Audits and Inspections.** In addition to any other audit or inspection rights elsewhere in this Agreement, at any time during normal business hours and as often as the City may deem necessary, Seller shall make available to the City for the City's examination all of Seller's records and documents with respect to all matters covered by this Agreement.
- F. **Compliance with Federal, State and Local Laws.** Seller shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder.
- G. **Compliance with the Washington State Public Records Act.** Seller acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "Act"). All records owned, used or retained by the City are public records subject to disclosure unless exempt under the Act, whether or not such records are in the possession or control of the City or Seller. Seller shall cooperate with the City so that the City may comply with all of its obligations under the Act.
- H. **Equal Employment Opportunity.** Seller shall not discriminate against any employee, applicant for employment, or other person on the basis of race, color, religion, sex, age, disability, marital state, or national origin or other circumstance prohibited by applicable federal, state, or local law or ordinance. Seller shall comply with and shall not violate any applicable provisions of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, and all applicable federal, state, or local law or ordinance regarding non-discrimination.
- I. **Waiver.** Any waiver by Seller or the City or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.
- J. **Complete Agreement.** This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein.
- K. **Amendment of Agreement.** This Agreement may only be modified by a writing explicitly identified as a modification of this Agreement that is signed by the Mayor of the City and an authorized representative of Seller.
- L. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.
- M. **Notices.**
 - 1. Notices to the City shall be sent to the City Project Manager address in the Basic Provisions.
 - 2. Notices to Seller shall be sent to its Project Manager address in the Basic Provisions.
- N. **Venue.** Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.
- O. **Governing Law.** The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.
- P. **Force Majeure.** Whenever a period of time is prescribed for the taking of an action by either party hereto, the period of time for the performance of such action shall be extended by the number of days that the performance is actually delayed due to (a) general strikes, (b) acts of

God, (c) material shortages, (d) war, (e) terrorist acts, (f) civil disturbances, (g) floods, (h) earthquakes, (i) fires, or (j) other causes beyond the reasonable control of the performing party, and, with respect to Seller's performance, any delays incurred by Seller as a result of the nonperformance or delay by the City of any of its obligations hereunder, and, with respect to City's performance, any delays incurred by City as a result of the nonperformance or delay by Seller of any of its obligations hereunder ("Force Majeure"). Any party hereto claiming a right to a Force Majeure extension shall notify the other Party immediately of the claimed right to an extension and the specific claimed basis for the extension. No Force Majeure extension shall be in total greater than six months unless approved in writing by the Mayor of the City and by an authorized representative of the Seller.

- Q. **Signature/Counterparts.** This Agreement and any amendment thereto may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. AdobeSign signatures are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as an original signature.

END OF TERMS AND CONDITIONS