



PROCUREMENT

Invitation for Bid #2023-157

Procurement Professional Point of Contact:

Jenny Chang, CPPB

Buyer

(425) 257-8904

bids@everettwa.gov

Vehicle Upfit and Service Bodies

TIMELINE - The following represents the schedule for this solicitation.	
Event	Date
Issue Date	December 7, 2023
Pre-Bid Meeting The purpose of this pre-bid meeting will be to discuss and answer questions regarding this solicitation, the project scope, and how to submit a bid. It is highly recommended that Suppliers attend in order to facilitate questions regarding this project. Attendance is not mandatory.	10:00 a.m., December 18, 2023 The meeting will be held through a live event via TEAMS. Click here to attend. If you need technical assistance before or during the meeting, call 425-257-8905.
Deadline for Final Questions.....	January 4, 2024
Bid Due Date.....	January 16, 2024, 2:00 p.m. Pacific Time
Award	February 2024
Anticipated Contract Start Date	February 2024
Contract Term	One year with two (2) one-year extension options at the sole discretion of the City of Everett
Submit Sealed Bids to: City Clerk's Office – Attention: Procurement 2930 Wetmore Ave, Suite 1A Everett, WA 98201 Clearly label the outside of the sealed envelope containing the original bid and one complete copy with the Bid Name, Bid Number and contact information listed above. Only bids that arrive in the City Clerk's office by the deadline will be considered. The Clerk's office is open Monday – Thursday from 8:00 a.m. – 12:00 p.m. and 1:00 p.m. – 5:00 p.m.	
Information & Addenda: All Information, including Addenda regarding this solicitation can be found at: https://www.everettwa.gov/2713/Bid-opportunities	

Suppliers are responsible for checking the City of Everett website for the issuance of any addenda prior to submitting a bid.

Questions: All questions must be requested electronically utilizing the above link or e-mailed to the Procurement Professional listed above.

Unauthorized contact regarding this Invitation for Bid with any other City of Everett employee or contractor may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City of Everett. Suppliers should rely only on written statements issued by the individual named listed above.

SECTION 1 - INSTRUCTIONS

1.1 BID SUBMITTAL

The City Clerk's Office must receive the Supplier's bid, in its entirety by 2:00 p.m. Pacific Time. Bids arriving after the deadline will be returned unopened to their senders.

All bids must be submitted on the forms provided in this document. To receive consideration for award, the bid shall be completed and signed by an authorized representative of the supplier.

Only firm bids will be accepted and the City reserves the right to reject any or all bids or waive any irregularities and informalities in the bids submitted and accepted by the City. No supplier may withdraw its bid after the hour set for the opening unless the award is delayed for a period exceeding ninety (90) days. The City further reserves the right to make awards to the lowest and most responsive Bidder as deemed in the best interests of the City.

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 bid.

1.2 BID OPENING

At the appointed time, all bids will be opened and read aloud publicly via live streaming or bidders may attend the bid opening in person at 2930 Wetmore Ave, Suite 9E, Everett WA 98201. The link to view live streaming bid opening can be found at: <https://everettwa.gov/319/Procurement>.

1.3 OFFER PERIOD

All bids submitted shall remain open for sixty (60) days from the receipt date. The City of Everett reserves the right to extend this period.

1.4 REQUEST FOR DUE DATE EXTENSION

Suppliers may request an extension of the Bid Due Date. Supplier shall 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.

1.5 WITHDRAWAL OF BIDS

Suppliers may withdraw a bid 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 Invitation to Bid cover sheet.

1.6 PROCEDURE WHEN ONLY ONE BID IS RECEIVED

If the City of Everett receives a single responsive, responsible bid, the City shall have the right to conduct a price or cost analysis on such bid. The supplier shall promptly provide all cost or pricing data, documentation and explanation requested by the City to assist in such analysis. By conducting such analysis, the City shall not be obligated to accept the single bid; the City reserves the right to reject such bid or any portion thereof.

1.7 MULTIPLE BIDS

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

1.8 EVALUATION AND AWARD

The City of Everett will award the Bid to the responsive and responsible Supplier(s) with the lowest offer that best meets the needs of the City, or reject any and all Bids.

- a. Responsive Bidder- 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 Bidder - A business entity or individual who has the financial and technical capacity to perform the requirements of the solicitation and subsequent contract.

1.9 METHOD OF AWARD

After bids are received, the City will determine the method of award based on the best interest of the City. The City will choose between two methods:

“All or Nothing”: The City awards all bid items to a single bidder, with the award made to the responsive and responsible bidder with lowest price on the sum of all the bid items. If a bidder on its bid leaves a bid item blank or inserts “no-bid” or equivalent language, then the City may (1) declare the bid non-responsive and not eligible for an “All or Nothing” award or (2) solely for the purpose of comparing the bid to other bids, deem the unit price for that bid item to be equal to the highest unit price for that item found in the other bids.

“Item by Item”: The City awards on an item-by-item basis to one or more bidders, with the award for each item made to the responsive and responsible bidder with the lowest price on that item. The City may award some or all of the bid items, and may elect to not award some bid items. If a bidder on its bid leaves a bid item blank or inserts “no-bid” or equivalent language, then the City will not consider that bidder for award on that bid item.

1.10 BIDDING ERRORS

The City of Everett will not be liable for any errors in supplier bids. Suppliers will not be allowed to alter bids after the deadline for bid submission.

The City of Everett reserves the right to make corrections or amendments due to errors identified in bids by the City of Everett or the Supplier. This type of correction or amendment will only be allowed for such errors as typing, transposition or any other obvious error. Suppliers are liable for all errors or omissions contained in their bids.

After receiving bids, the City of Everett will review and check each bid for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and the extended amount of any quoted item, the price per unit will control. The total of extensions, corrected where necessary, will be used by the City of Everett.

When, after the opening of the bids a supplier claims an error, and requests to be relieved of award, they will be required to promptly present certified work sheets. The Procurement Professional will review the work sheets and if the Procurement Professional is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the supplier may be relieved of their bid.

1.11 CANCELLATION

The City, at its sole discretion may choose to reject any or all bids, in whole or in part.

1.12 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>.

1.13 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 Tax (B & O), when applicable. B & O Tax questions may be directed to the Everett Business Tax Division at (425) 257-8610.

1.14 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: <https://everett.municipal.codes/>

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

1.15 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.

1.16 NO CONFIDENTIALITY

By submitting a bid, the bidding supplier understands and agrees that the bid and all the materials submitted in connection with the bid will not be treated as confidential or proprietary by the City. The City will disclose the bid and all such materials to anyone at any time and without notice to the bidding supplier.

1.17 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.

1.18 NO OBLIGATION TO BUY

The City of Everett reserves the right to refrain from contracting with any supplier. The release of this Invitation for Bid does not compel the City of Everett to purchase. The City of Everett reserves the right to reject any and all Bids.

1.19 COST OF PREPARING BIDS

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 Invitation for Bid.

1.20 CONTRACT TERMINATION

In determining any contract award, the City of Everett reserves the right to consider past performance by supplier in City of Everett contracts. If the City of Everett has previously terminated a contract with a

supplier for supplier's default or other non-performance, the City of Everett reserves the right to reject bids or quotes received from that supplier.

1.21 RECYCLE

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

1.22 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 - SPECIFICATIONS

2.1 INTENT

The City of Everett is seeking a supplier or suppliers for the installation of a variety of custom service bodies and miscellaneous auxiliary equipment on City of Everett supplied vehicles and truck chasses.

This bid is separated into two parts. Companies may bid for either or both parts. Each part below will be awarded separately.

Part A describes equipment and labor needed to upfit complete pick-up trucks, as well as truck and van chasses, into complete vehicles able to complete work needed by user groups.

Part B describes equipment and labor needed to upfit cargo vans into useful vehicles to complete work needed by user groups.

There is no guarantee the City will provide a certain amount of equipment or vehicles to be installed in any given year. This is due to the fluctuating nature of the City's vehicle replacement policy and economic climate.

2.2 INTENT OF SPECIFICATIONS

The apparent silence or omission in the specifications as to any detail of the work to be done or materials to be furnished means that the best general practice shall prevail and that material and workmanship of the best quality shall be used. The specifications shall be interpreted on this basis.

2.3 CITY OF EVERETT FLEET

Annually, the City of Everett purchases several incomplete truck and van chassis, pick-up trucks, and empty but complete cargo vans destined to be made into service vehicles. These vehicles require upfitting into useful vehicles before they can be used for daily operations. Due to the critical nature of providing City services, certain department vehicles may be prioritized.

2.4 GENERAL REQUIREMENTS

- All components must be new, unused, up-to-date models.
- Six (6) complete sets of keys for all locks must be provided with the unit.
- Each unit must include all warranty, service, and user manuals furnished by all component manufacturers.
- If applicable, hydraulic filters must be easily accessible and replaceable without removing or disconnecting other components. If necessary, filters may be remotely mounted to meet this requirement. Spin-on filters are required for fluid service unless specified otherwise or approved by the City of Everett Fleet Program Manager or designee. All filters shall be heavy-duty and sized for severe service.
- Hose, wire and tube routing shall not impede normal maintenance and adjustment of the unit. Hoses, wires and tubes must be securely and neatly positioned and secured with non-corrosive clamps.
- In the situation where the supplier is unable to provide the requested brand, the supplier may request approval of an alternative. The supplier must provide applicable information, such as the part number, model, description, and performance data of the alternative proposed to the City of Everett Fleet Program Manager or designee. If the alternative is approved, the Fleet Program Manager or designee will provide written approval.

PART A – PICK-UP TRUCKS, TRUCK & VAN CHASSES

2.5 GENERAL INFORMATION

Truck and van chasses need to be made into complete service trucks with service bodies and custom options i.e., lights, cranes, hydraulics, welding equipment compartments, liftgates, etc. Complete pick-up trucks also sometimes require upfit. The following list of configurations will represent the common types of complete vehicles or chasses the City of Everett will supply for this portion of the contract. The vehicle models available and manufactured will change from year to year. This list should be used as a reference only and does not guarantee that these are the only vehicles the City may supply or require to be upfitted.

A. Ford, gas or diesel

1. F-250 pick-up.
2. F-250 pick-up with bed delete option.
3. F-350 pick-up, single rear wheel.
4. F-350 pick-up, dual rear wheel.
5. F-350 chassis, single rear wheel.
6. F-350 chassis, dual rear wheel.
7. F-450 chassis.
8. F-550 chassis.
9. F-650 chassis.
10. Ford Transit chassis, single rear wheel.
11. Ford Transit chassis, dual rear wheel.

B. Chevrolet, gas, or diesel

1. 2500 pick-up.
2. 2500 pick-up with bed delete option.
3. 3500 pick-up, single rear wheel.
4. 3500 pick-up, dual rear wheel.
5. 3500HD chassis.
6. 4500HD chassis.
7. 5500HD chassis.
8. 6500HD chassis.

C. Ram, gas or diesel

1. 2500 pick-up.
2. 3500 pick-up, single rear wheel.
3. 3500 pick-up, dual rear wheel.
4. 3500 chassis.
5. 3500 10K chassis.
6. 4500 chassis.

7. 5500 chassis.

D. Isuzu

1. NPR-HD gas chassis.
2. NQR gas chassis.
3. NRR gas chassis.
4. NRR diesel chassis.

2.6 LIGHTING AND ELECTRICAL

- Wiring standards as per City of Everett electrical requirements noted in Appendix A.
- Body lighting will all be of Whalen brand, when possible, with the exception of rear Truck-Lite sealed lighting.
- All lights and reflectors required by DOT, FMVSS 108 standards, and Chapter 46.37 of the Revised Code of Washington must be furnished.

2.7 PICK-UP TRUCK UPFITTING

- Bed liner: material such as “Line-X” or City of Everett Fleet Program Manager approved equal installed over the rail, in the truck bed and tailgate.
- Bed inserts.
- Cab guards (headache racks).
- Canopies.
- Tonneau covers.
- Tommy gate liftgates.
- Bed-mounted fuel tanks.
- Winches: various sizes Warn winches.
- Miscellaneous items not previously listed.

2.8 TRUCK CAB AND CHASSIS UPFITTING ITEMS

- Toolboxes: aluminum Pro-Tech boxes or City of Everett Fleet Program Manager approved equal boxes from other manufacturers.
- Tommy Gate liftgates.
- Liftmoore cranes, hydraulic or electric.
- Compartment heaters.
- Harrison Hydra-Gen hydraulic generators.
- Cab guards: “Pro-Tech” Cab guards or City of Everett Fleet Program Manager approved equal.
- Miller EnPak self-contained generator/welder.
- Winches: various sizes Warn winches.
- Hose reels.
- Pass-through bumpers.

- Miscellaneous items not previously listed.

PART B – CARGO VANS UPFIT

2.9 GENERAL INFORMATION

Complete cargo vans will need to have internal shelves, compartments, and other accessories, such as hooks, installed to allow the vehicle to be used appropriately by the respective user group. The following list of configurations will represent the common types of complete vehicles or chasses the City of Everett will supply for this portion of the contract. The vehicle models available and manufactured will change from year to year. This list should be used as a reference only and does not guarantee that these are the only vehicles the City may supply or require to be upfitted.

A. Ford

1. Transit 150 cargo, all roof heights and lengths.
2. Transit 250 cargo, all roof heights and lengths.
3. Transit 350 cargo, all roof heights and lengths.
4. Transit 350HD cargo, dual rear wheel, all roof heights and lengths.
5. E-Transit cargo, all roof heights and lengths.
6. E-450 van chassis, all roof heights and lengths.

B. Ram

1. Promaster 1500 cargo, all roof heights and lengths.
2. Promaster 2500 cargo, all roof heights and lengths.
3. Promaster 3500 cargo, all roof heights and lengths.

2.10 LIGHTING AND ELECTRICAL

- Wiring standards as per City of Everett electrical requirements noted in Appendix A.
- Body lighting will all be of Whalen brand, when possible, with the exception of rear Truck-Lite sealed lighting.
- All lights and reflectors required by DOT, FMVSS 108 standards, and Chapter 46.37 of the Revised Code of Washington must be furnished.
- Truck-Lite sealed lighting system installation is required in the rear of service bodies.

2.11 CARGO VAN

- All equipment must be Weather Guard brand, unless approved by the Fleet Program Manager or designee.
 - Partition.
 - Shelving.
 - Cab storage.
 - Cabinets.
 - Hooks.
 - After-market heaters.
 - Miscellaneous items not previously listed.

2.12 SERVICE BODY

- Dakota brand, in both steel and aluminum. Other acceptable brands are:
 - Scelzi
 - Knapheide
 - Reading
 - Harbor
 - Royal
 - Highway Products
 - Stellar
- Bed liner: material such as “Line-X” or City of Everett Fleet Program Manager approved equal installed over the rail, in the truck bed and tailgate.
- DOT-approved mud flaps must be installed with anti-sail brackets.

2.13 HYDRAULICS

- Hydraulically or electrically operated crane.
- Hydraulics for a hydraulically operated generator.
- Hydraulically operated outriggers for cranes.
- Hydraulically operated tool circuit (able to run equipment such as jackhammers).
- Other miscellaneous hydraulic-related needs.

2.14 SERVICE BODY PAINT

- The surface must be prepped to specific paint manufacturers guidelines, cleaned, and washed with industry standard cleaning solvent.
- The standard color for service bodies and boxes is the OEM white to match the cabs.
- Other colors will be approved only by the City Fleet Manager or designee in writing.
- The entire unit, aft of cab, must be painted with primer/sealer. Finished paint shall be 3 mils when dry.
- The entire unit, aft of cab, must be coated with Axalta Imron, finished with a commercial grade clear coat protectant. Finished paint shall be 3 mils.

2.15 INSPECTION AND ACCEPTANCE

- The City of Everett Fleet Program Manager or designee will perform an inspection to confirm that all systems are functional prior to acceptance of the completed vehicle. The city reserves the right to inspect at any point in the building process.
- The supplier must have the capability to send photos via e-mail at the Fleet Program Manager or designee’s request. These photos will be used for up-fitting clarifications or to provide a preliminary review before an inspection is scheduled.
- The City reserves the right to conduct a welding inspection prior to acceptance of the completed vehicle. If the City’s certified welder determines the welding does not meet American Welding Society (AWS) standards, the supplier must take back the vehicle and make any adjustments at its own cost.

- Supplier location must be convenient and local to the City of Everett preferably no more than one (1) hour travel time in normal peak traffic, without accidents or incidents. Google Maps will be used to determine travel time from 3200 Cedar Street to the Supplier's physical location.

The City reserves the right to withhold payment until the work is deemed acceptable by the Fleet Program Manager or designee.

2.16 WARRANTY

- The manufacturer's standard warranty must be included in the price. The warranty must be a minimum of 12 months and commence the date the equipment or vehicle is placed in service, as documented by the City of Everett.
- Warranty service, extended warranty, and recall work, with the exception of minor warranty repairs, must be performed by the supplier or the supplier's service facility, who must accept responsibility for all transportation.
- Minor warranty repairs that can be one in one (1) hour or less, including diagnosis, will be performed by City of Everett personnel, with supplier authorization. In the event a covered repair will take more than one (1) hour, the City will call the supplier's assigned contact person for repair authorization or request the supplier pick up the vehicle for repairs. All warranty repairs completed by the City of Everett will be reimbursed by the supplier at the current shop rate of \$136.00 per hour as of 2023. The shop rate changes up to twice per year.
- The supplier must bear all costs of warranty repair and service.
- The City will only bill for actual time spent. There will be no minimum charge on any repair.

2.17 MATERIALS OR PARTS

Materials or parts will be the expense and responsibility of the Contractor. The City will allow a percentage markup on materials or parts purchased by the Contractor. **The percentage markup provided does not apply to taxes and shipping and handling costs.** The contractor must keep manufacturer's or supplier's invoices for materials or parts available to the City should the City wish to review the invoiced costs. Upon request, the contractor will provide the invoices to the City Project Manager and/or Procurement Division.

2.18 ESTIMATES

The quantities and estimated values listed in the price sheet are expressly agreed to be an estimated usage only and nothing will bind the City of Everett to purchase any specified number of parts or equipment. It is also understood that the City of Everett will not be obligated to purchase or pay for any items until ordered and received by the City. The City reserves the right to order and receive quantities as needed.

2.19 ADDITIONAL REQUIREMENTS

The City of Everett reserves the right to make changes, additions to, or deductions from these specifications provided that they conform to the general Specifications. The Supplier shall not affect any change without the prior written approval of City.

2.20 ADDITIONAL FEES

No additional charges for trip fees, truck fees, administration fees, environmental fees, travel time, or any other miscellaneous charges will be allowed. Except as otherwise provided in the solicitation, there shall be no additional costs of any kind.

2.21 EQUIPMENT INSTALLATION AND ASSEMBLY

The supplier is responsible for installation of the service body or upfit on City vehicles.

2.22 FUEL SURCHARGE – ONLY APPLIES TO DELIVERED PRODUCT

After contract award, the city may consider the implementation of fuel surcharges based on fuel price increases. Prices will be tracked using information obtained through the Energy Information Administration, United States Department of Energy's website: West Coast less California Gasoline and Diesel Retail Prices (eia.gov). The city will consider a request for a fuel surcharge for the time periods when the EIA-DOE website shows that the price of the fuel for which the surcharge is requested has increased by more than 1.5 times since the Monday before bid opening day. If a fuel surcharge is requested and approved, it will only be in effect until the price of fuel falls back under the 1.5X threshold and the surcharge will only cover actual documented gallons burned during delivery from supplier's Western Washington facility to the City of Everett.

For example, if the price of diesel on the Monday before bid opening day is \$4.00/gallon on the EIA-DOE website, and the price increases during the term of the contract on the EIA-DOE website to \$5.00 for three weeks, to \$6.00 for two weeks, and \$8.00 for one week, the supplier could not request a surcharge for the \$5.00 or \$6.00 prices (because those increases are not more than 1.5X), but could request a surcharge for the \$8.00 week.

2.23 PRICING ADJUSTMENTS

Hourly rates and delivery fees shall remain firm for the duration of the initial twelve (12) months of the contract period. Reasonable price changes based on market conditions and price or cost analysis may be made after the initial twelve (12) months of the contract period. The supplier shall supply documentation satisfactory to the City of Everett such as documented changes to the Producers Price Index for the commodity or the Consumer Price Index for the Seattle-Tacoma-Bellevue area.

The City of Everett will evaluate this information to determine if revising the price is considered fair and reasonable to the satisfaction of the City. Requests for any such change are to be made in writing to the Procurement Division. A written contract amendment will be issued by the City which will institute the price adjustment, provide the new prices and establish the effective date for the new prices.

The supplier shall give the City of Everett Procurement Division, thirty (30) calendar days written notice prior to the effective date of the price increase. The City may cancel by individual line item or contract if the price increase request is not approved.

2.24 PAYMENT

Within thirty (30) days after delivery, acceptance of items ordered and a properly prepared invoice the City of Everett 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 – BID SUBMITTAL REQUIREMENTS

3.1 SUBMITTAL REQUIREMENTS

Suppliers must provide a bid which must demonstrate an understanding of the bid requirements as stated throughout this Invitation for Bid.

Bids in response to this IFB must be submitted in the order specified below. Bids must include:

- 1. Form 3.01 – Supplier Commitment and Information**
- 2. Form 3.02 – Price Sheet**
- 3. Form 3.03 – Certificate of Non-Debarment/Suspension**

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

URGENT – SEALED BID ENCLOSED Do Not Delay – Deliver Immediately	
U R G E N T	 CITY CLERK'S OFFICE ATTENTION: PROCUREMENT 2930 WETMORE AVE, SUITE 1A EVERETT, WA 98201
	IFB Number: 2023-157
	IFB Title: Vehicle Upfit and Service Bodies
	Procurement Professional: Jenny Chang, CPPB
	Supplier:
U R G E N T	

FORM 3.01 SUPPLIER COMMITMENT AND INFORMATION

INVITATION FOR BID #2023-157 VEHICLE UPFIT AND SERVICE BODIES

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, signed by an individual authorized to legally commit the Supplier, shall be submitted as the cover page.

The Supplier also certifies that:

- I am authorized to commit my firm to this Bid and that the information herein is valid for 60 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 Bid and that those questions have been answered.
- That this Bid response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for this bid 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 3.02 PRICE SHEET – PART A PICK-UP TRUCKS, TRUCK, & VAN CHASSES
INVITATION FOR BID #2023-157 VEHICLE UPFIT AND SERVICE BODIES

Supplier Name:

Complete the price sheet. Quotes for goods or services other than those specified will not be considered unless authorized by the solicitation. Prices must be rounded to the nearest two (2) decimal places. If there is a conflict between the unit price and the extended price, the unit price shall govern.

<u>Part 1 – Equipment</u>					
<i>For award purposes: Estimated Value * (1 + Markup Percentage) = Extended Price.</i>					
#	Description	Reference Section(s)	Estimated Value	Markup Percentage	Extended Price
1	Body lighting	2.6	\$25,000	%	\$
2	Bed liners	2.7	\$25,000	%	\$
3	Bed inserts	2.7	\$40,000	%	\$
4	Cab guards	2.7, 2.8	\$25,000	%	\$
5	Canopies	2.7	\$80,000	%	\$
6	Tonneau covers	2.7	\$15,000	%	\$
7	Liftgates	2.7, 2.8	\$30,000	%	\$
8	Bed-mounted fuel tanks	2.7	\$15,000	%	\$
9	Winches	2.7	\$10,000	%	\$
10	Toolboxes	2.8	\$25,000	%	\$
11	Cranes	2.8	\$150,000	%	\$
12	Compartment heaters	2.8	\$10,000	%	\$
13	Hydraulic generators	2.8	\$10,000	%	\$
14	Miller EnPak self-contained generator/welder	2.8	\$60,000	%	\$
15	Hose reels	2.8	\$20,000	%	\$
16	Pass-through bumpers	2.8	\$20,000	%	\$
17	Miscellaneous items not listed	2.7, 2.8	\$200,000	%	\$
Part 1 Equipment Subtotal:					\$

Part 2 – Labor and Delivery

*For award purposes: Unit Price * Estimated Quantity = Extended Price.*

#	Description - per Section 2 Specifications	Unit of Measure	Unit Price	Estimated Quantity	Extended Price
1	Installation Labor, including incidental supplies such as paint	HOUR	\$	500	\$
2	Pick-Up	FLAT FEE	\$	8	\$
3	Standard Delivery	FLAT FEE	\$	8	\$
4	Expedite: Delivery within 60 days from receipt of vehicle	FLAT FEE	\$	2	\$
Part 2 Labor and Delivery Subtotal:					\$

Copy category subtotals from the previous pages. If there is a conflict between a subtotal listed above and the subtotal listed below, the mathematically correct subtotal will prevail.

Category Description	Subtotal
Part 1 – Equipment	\$
Part 2 – Labor and Delivery	\$
Subtotal:	\$
9.9% Sales Tax:	\$
<i>9.9% sales tax is being used for award purposes only. If the City opts to pick-up the completed vehicle, the actual sales tax will be paid according to the location the pick-up occurred.</i>	
Part A – Total used for award:	\$
Do you certify that you are NOT on the Comptroller General's list of ineligible contractors, nor the list of parties excluded from Federal procurement or non-procurement programs? Yes ☐ No ☐	
Do you agree to provide these products to other public agencies pursuant to RCW 39.34 and Section 1.21 above? Yes ☐ No ☐	
State the estimated or average number of calendar days to have equipment constructed and installed on a chassis or cargo van after receipt of order:	
State the estimated or average number of calendar days to have a completed vehicle delivered to the City:	
State the estimated or average number of calendar days to have a completed vehicle available for pick-up:	

FORM 3.02 PRICE SHEET – PART B CARGO VANS UPFIT
INVITATION FOR BID #2023-157 VEHICLE UPFIT AND SERVICE BODIES

Supplier Name:

Complete the price sheet. Quotes for goods or services other than those specified will not be considered unless authorized by the solicitation. Prices must be rounded to the nearest two (2) decimal places. If there is a conflict between the unit price and the extended price, the unit price shall govern.

<u>Part 1 – Equipment</u>					
<i>For award purposes: Estimated Value * (1 + Markup Percentage) = Extended Price.</i>					
#	Description	Reference Section(s)	Estimated Value	Markup Percentage	Extended Price
1	Body lighting	2.10	\$10,000	%	\$
2	Partitions	2.11	\$20,000	%	\$
3	Shelving	2.11	\$20,000	%	\$
4	Cab storage	2.11	\$5,000	%	\$
5	Cabinets	2.11	\$30,000	%	\$
6	Hooks	2.11	\$2,000	%	\$
7	After-market heaters	2.11	\$5,000	%	\$
8	Service body	2.12	\$300,000	%	\$
9	Bed liners	2.12	\$25,000	%	\$
10	Hydraulically or electrically operated crane	2.13	\$125,000	%	\$
11	Hydraulics for generator	2.13	\$3,000	%	\$
12	Hydraulically operated outriggers for crane	2.13	\$5,000	%	\$
13	Hydraulically operated tool circuit	2.13	\$15,000	%	\$
14	Other miscellaneous hydraulic-related needs	2.13	\$30,000	%	\$
15	Miscellaneous items not listed	2.11, 2.12	\$75,000	%	\$
Part 1 Equipment Subtotal:					\$

Part 2 – Labor and Delivery

*For award purposes: Unit Price * Estimated Quantity = Extended Price.*

#	Description - per Section 2 Specifications	Unit of Measure	Unit Price	Estimated Quantity	Extended Price
1	Installation Labor, including incidental supplies such as paint	HOUR	\$	500	\$
2	Pick-Up	FLAT FEE	\$	3	\$
3	Standard Delivery	FLAT FEE	\$	3	\$
4	Expedite: Delivery within 60 days from receipt of vehicle	FLAT FEE	\$	1	\$
Part 2 Labor and Delivery Subtotal:					\$

Copy category subtotals from the previous pages. If there is a conflict between a subtotal listed above and the subtotal listed below, the mathematically correct subtotal will prevail.

Category Description	Subtotal
Part 1 – Equipment	\$
Part 2 – Labor and Delivery	\$
Subtotal:	\$
9.9% Sales Tax:	\$
<i>9.9% sales tax is being used for award purposes only. If the City opts to pick-up the completed vehicle, the actual sales tax will be paid according to the location the pick-up occurred.</i>	
Part B – Total used for award:	\$
Do you certify that you are NOT on the Comptroller General's list of ineligible contractors nor the list of parties excluded from Federal procurement or non-procurement programs? Yes ☐ No ☐	
Do you agree to provide these products to other public agencies pursuant to RCW 39.34 and Section 1.21 above? Yes ☐ No ☐	
State the estimated or average number of calendar days to have a service body or equipment constructed and installed on a chassis or cargo van after receipt of order:	
State the estimated or average number of calendar days to have a completed vehicle delivered to the City:	
State the estimated or average number of calendar days to have a completed vehicle available for pick-up:	

FORM 3.03 CERTIFICATE OF NON-DEBARMENT/SUSPENSION

INVITATION FOR BID #2023-157

VEHICLE UPFIT AND SERVICE BODIES

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER

INELIGIBILITY AND VOLUNTARY EXCLUSION

LOWER TIER COVERED TRANSACTIONS

THIS FORM MUST BE COMPLETED BY THE PRIME SUPPLIER AND ANY SUB-TIER SUPPLIERS THAT WILL BE AFFILIATED WITH THE WORK IN THIS QUOTE. RETURN ALL COMPLETED FORMS WITH ORIGINAL QUOTATION PACKAGE.

The Lower Tier Participant (Applicant for a third-party subcontract or subgrant under a federal funded project),

_____ hereinafter referred to as *Supplier*, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

Where the Supplier is unable to certify to any of the statements in this certification, such Supplier must attach an explanation to this submittal.

The Supplier, _____, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801 et seq. are applicable thereto.

Signature of Authorized Official

Title of Authorized Official

Date

SECTION 4 – ACRONYMS & DEFINITIONS

Bidder: see “Supplier”.

CFR: Code of Federal Regulations.

City Facility: the location(s) work is to be performed.

City: refers to the City of Everett (“COE”), located in Washington State.

Contractor: see “Supplier”.

Contract Administrator: see “Procurement Professional”.

Cost Analysis: comparison of offered price to the offeror’s own costs and evaluation of the difference (profit).

DOT: Washington State Department of Transportation.

Equipment: an assembly of machines and components in a logical manner that works systematically to provide an intended, conditioned environment for the facility.

Fleet Program Manager: the individual assigned by the requesting department that is responsible for managing, inspecting, and monitoring all Contractor work performed to ensure compliance with the contract requirements. The Fleet Program Manager is the Contractor’s primary point of contact and acts as the agency’s representative in charge of work at the site.

FMVSS: Federal Motor Vehicle Safety Standards.

L&I: the Washington State Department of Labor and Industries.

Lower Tier Participant: see “Supplier”.

Must: see “Shall”.

OEM: Original Equipment Manufacturer.

Offeror: see “Supplier”.

OSHA: Occupational Safety and Health Administration.

Price Analysis: comparison of proposed price to comparable pricing data.

Prime Contractor: see “Supplier”.

Procurement Professional: the individual in Procurement assigned by the City of Everett who is responsible for resolving contractual issues and supporting the Project Manager during Contract performance. This includes the issuance of a written document to amend, modify, or deviate from the Contract terms, conditions, requirements, specifications, details, or delivery schedule.

Proposer: see “Supplier”.

RCW: Revised Code of Washington.

Recipient: see “City”.

Shall or Must: the terms “shall” or “must” are used whenever a specification expresses a requirement by either the City or the Supplier.

Subcontractor: the individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with the Supplier to perform any portion of the work covered by this contract.

Submittals: information that is submitted to the City of Everett by the Supplier.

Supplier: the individual, association, partnership, firm, company, corporation, or a combination thereof, including joint ventures, submitting a response to perform the work.

UCC: Uniform Commercial Code.

WAC: Washington Administrative Code.

WISHA: Washington Industrial Safety and Health Act of 1973.



SERVICES AGREEMENT

This Services 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 Service Provider identified in the Basic Provisions below ("**Service Provider**"). This Agreement is for the purpose of the Service Provider providing the services as set forth in this Agreement. This Agreement includes and incorporates the Basic Provisions, the attached General Provisions, and the documents listed as Agreement Documents in the Basic Provisions.

BASIC PROVISIONS	
Solicitation	2023-157 Vehicle Upfit and Service Bodies
Service Provider	Enter Service Provider name
	Enter Service Provider street address
	Enter Service Provider city, state, zip
	Enter Service Provider email address
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
Brief Summary of Work	Enter summary. One line maximum
Completion Date	Select date
Extension Provision	Enter extension provision or N/A

BASIC PROVISIONS	
Maximum Compensation Amount	Enter dollar amount
Agreement Documents	The following documents (“Agreement Documents”) are incorporated by reference and are hereby made a part of this Agreement: this Services Agreement; the solicitation and addenda thereto, including without limitation any Instructions, specifications, and any other document included in the solicitation, and the following document(s), if any: Enter additional contract document(s) or N/A Service Provider’s response to the solicitation is part of the Agreement Documents, but only to the extent the response is responsive to the solicitation and is in accordance with Section 1 of the General Provisions. During the Contract term, the City may issue one or more purchase orders, each of which will operate as notice to proceed, but only for the Work specified in the purchase order. A purchase order is only a notice to proceed, and the purchase order’s preprinted terms and conditions are not part of this Agreement.
Service Provider Insurance Contact Information	Enter insurance contact name
	Enter insurance contact phone number
	Enter insurance contract email address
Additional Provision(s)	Enter other provision(s) or N/A.

State Retirement Systems (must answer both questions)	Does Service Provider have 25 or more employees? Answer: Click for Dropdown Menu If Service Provider has less than 25 employees, did any Service Provider Personnel who will work under this Professional Services Agreement retire under a DRS retirement system? Answer: Click for Dropdown Menu “DRS retirement system” refers to any of the following Public Employers’ Retirement System (PERS), School Employees’ Retirement System (SERS), Teachers’ Retirement System (TRS), and Law Enforcement Officers and Fire Fighters plan (LEOFF). “Service Provider Personnel” includes Service Provider employees and owners (such as shareholders, partners or members). If Service Provider is a sole proprietor, then “Service Provider Personnel” refers to the sole proprietor.
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SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the City and Service Provider have executed this Agreement, which includes and incorporates the above Basic Provisions, the attached General Provisions, and the Agreement Documents listed in the Basic Provisions.

**CITY OF EVERETT
WASHINGTON**

Enter Service Provider name – must match name in
Basic Provisions

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Enter signer's name

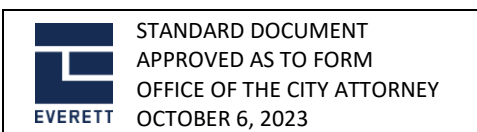
Signer's Email Address: Enter email address

Date

Title of Signer: Enter title

ATTEST

Office of the City Clerk



**ATTACHMENT
SERVICES AGREEMENT
(GENERAL PROVISIONS)**

1. **Engagement of Service Provider.** The City hereby agrees to engage Service Provider, and Service Provider hereby agrees, to perform the work in a competent manner and provide the services described in the Agreement Documents. The work so described is hereafter referred to as “Work”.
 - A. Without a written directive of an authorized representative of the City, Service Provider shall not perform any services that are in addition to, or beyond the scope of, the Work.
 - B. If Service Provider’s proposal or other document generated by Service Provider is incorporated or attached as an Agreement Document or any part of Agreement Document or in any amendment or task or work order pursuant to this Agreement, then such proposal or document is part of this Agreement solely to the extent that it describes the Work, the Work schedule, and the amounts or rates to be paid for such Work. Service Provider expressly agrees that no terms or conditions from such proposal or document are incorporated or included into this Agreement, unless the to-be-included term or condition is specifically referenced in the “Additional Provision(s)” portion of the Basic Provisions.
 - C. In the event of difference or conflict between parts of this Agreement, Service Provider shall be bound by whichever is more stringent on Service Provider, except that the following provisions in the Basic Provisions shall always govern: the Completion Date, the Maximum Compensation Amount, the Extension Provision, and the Additional Provisions.
2. **Time of Beginning and Completion of Performance.** This Work shall commence as of the date of mutual execution of this Agreement and shall be completed by Completion Date stated in the Basic Provisions. The Completion Date may be extended as set forth in the Basic Provisions.
3. **Compensation.**
 - A. The City shall pay Service Provider only for completed Work and for services actually rendered which are described herein. Such payment shall be full compensation for Work performed or services rendered, including, but not limited to, all labor, materials, supplies, equipment and incidentals necessary to complete the Work.
 - B. Service Provider shall be paid such amounts and in such manner as described in the Agreement Documents.
 - C. Total compensation, including all services and expenses, shall not exceed the Maximum Compensation Amount in the Basic Provisions.
 - D. If Service Provider fails or refuses to correct its work when so directed by the City, the City may withhold from any payment otherwise due an amount that the City in good faith believes is equal to the cost to the City of correcting, re-procuring, or remedying any damage caused by Service Provider’s conduct.
4. **Method of Payment.** To obtain payment, the Service Provider shall follow procedures as required by the City Project Manager.
5. **Termination of Contract.** City reserves the right to terminate this Agreement at any time by sending written notice of termination to Service Provider. Unless terminated for Service Provider’s material breach, Service Provider shall be paid for Work completed prior to termination.
6. **Subletting/Assignment of Contracts.** Service Provider shall not sublet or assign any of the Work without the express, prior written consent of the City.

7. **Indemnification.** Except as otherwise provided in this Section, Service Provider hereby agrees to defend and indemnify and save harmless the City from any and all Claims arising out of, in connection with, or incident to any negligent or intentional acts, errors, omissions, or conduct by Service Provider (or its employees, agents, representatives or subcontractors/subconsultants) relating to this Agreement, whether such Claims sound in contract, tort, or any other legal theory. Service Provider is obligated to defend and indemnify and save harmless the City pursuant to this Section whether a Claim is asserted directly against the City, or whether it is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. Service Provider'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 Service Provider. Service Provider's obligations under this Section shall not apply to Claims caused by the sole negligence of the City. If (1) RCW 4.24.115 applies to a particular Claim, and (2) such Claim is caused by or results from the concurrent negligence of (a) Service Provider, its employees, subcontractors/subconsultants or agents and (b) the City, then Service Provider's liability under this Section shall be only to the extent of Service Provider's negligence. Solely and expressly for the purpose of its duties to indemnify and defend and save harmless the City, Service Provider specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. Service Provider 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. As used in this Section: (1) "City" includes the City, the City's officers, employees, agents, and representatives and (2) "Claims" include, but is not limited to, any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damages, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages or infringement or misappropriation of any patent, copyright, trade secret, or other proprietary right. If, and to the extent, Service Provider employs or engages subconsultants or subcontractors, then Service Provider shall ensure that each such subconsultant and subcontractor (and subsequent tiers of subconsultants and subcontractors) shall expressly agree to defend and indemnify and save harmless the City to the extent and on the same terms and conditions as Service Provider pursuant to this Section. The provisions of this Section shall survive the expiration or termination of this Agreement.
8. **Insurance.**
- A. Service Provider shall comply with the following conditions and procure and keep in force during the term of this Agreement, at Service Provider'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.
1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, Service Provider shall require each subcontractor to provide Workers' Compensation Insurance for its employees, unless Service Provider covers such employees.
 2. 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, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.

3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.
 - B. 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 Service Provider to furnish the required insurance during the term of this Agreement.
 - C. The Description of Operations on the Certificate of Insurance must substantially read as follows: "The above commercial general and auto liability policies are primary as to the City of Everett; have the City of Everett, its officers, employees, agents, and volunteers as additional insureds; and contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City of Everett."
 - D. Prior to Service Provider performing any Work, Service Provider shall provide the City or the City's designee with a Certificate of Insurance and endorsements acceptable to the City Attorney evidencing the required insurance.
 - E. Service Provider certifies that it is aware of the provisions of Title 51 of the Revised Code of Washington that requires every employer to be insured against liability of Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Title. Service Provider shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Service Provider shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.
9. **Risk of Loss**. Service Provider shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider's own risk, and Service Provider shall be solely responsible for any loss of or damage to Service Provider's materials, tools, or other articles used or held for use in connection with the work.
 10. **Independent Contractor**. This Agreement neither constitutes nor creates an employer-employee relationship. Service Provider must provide services under this Agreement as an independent contractor. Service Provider must comply with all federal and state laws and regulations applicable to independent contractors including, but not limited to, the requirements listed in this Section. Service Provider agrees to indemnify and defend the City from and against any claims, valid or otherwise, made against the City because of these obligations.
 11. **City of Everett Business License**. Service Provider agrees to obtain a City of Everett business license prior to performing any work pursuant to this Agreement.
 12. **Compliance with Federal, State and Local Laws**. Service Provider 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.
 13. **Compliance with the Washington State Public Records Act**. Service Provider 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 Service Provider. Service Provider shall cooperate with the City so that the City may comply with all of its obligations under the Act.
 14. **Equal Employment Opportunity**. Service Provider 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. Service Provider 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.

15. **Waiver.** Any waiver by Service Provider 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.
16. **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.
17. **Modification of Agreement.** This Agreement may only be modified by a writing explicitly identified as a modification or amendment of this Agreement that is signed by authorized representatives of the City and Service Provider.
18. **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.
19. **Notices.**
 - A. Notices to the shall be sent to the City Project Manager address in the Basic Provisions.
 - B. Notices to Service Provider shall be sent to its address in the Basic Provisions.
20. **Venue.** Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.
21. **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.
22. **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.
23. **Standard Document.** This General Provisions document is a standard City form document. No changes by Service Provider are authorized to the General Provisions. Notwithstanding anything to the contrary in this Agreement, in the event that Service Provider makes unauthorized changes to the General Provisions, such changes are deemed to have never been made and the contract between the City and Service Provider is deemed to be the unchanged standard City form General Provisions in version stated below, regardless of whether the City signs this Agreement in a form that may contain the unauthorized changes.

END OF GENERAL PROVISIONS

Appendix A

Basic Automotive 12 Volt DC Electrical Expectations:

1. Wiring installed by equipment manufacturer and any subsequent equipment outfitter subject to the Federal Motor Vehicle Safety Standards (FMVSS) will have wiring manufactured and installed meeting those Federal requirements.
2. The use of a 12-volt automotive negative ground style system is assumed unless otherwise stated. PLC type wiring systems acceptable. Original O.E.M. engineered and furnished, or industry modular double sealed wiring systems for bodies is acceptable. Reference: SAE J1292, J2057-1 thru 4, Truck-lite Modular Wiring System, Grote Ultra Blue Seal® Wiring Harness System.
3. All wiring added to or that will interface with chassis will be done in accordance with the chassis "Body Builders Book". Cross-linked polyethylene, high temperature (minimum 125° C) insulated wire will be used as required in accordance with Chassis OEM. Reference: SAE J1127 SGX or STX, J1128 SXL, GXL, TXL.
4. Separate ground circuits will be furnished for any auxiliary circuit and/or equipment.
5. The use of O.E.M. installed ground studs is acceptable.
6. Grounding to sheet metal with sheet metal screws is not acceptable unless to an existing ground screw that was installed by the beginning O.E.M.
7. The use of plastic tie straps is acceptable only as a means of binding multiple wires/looms together.
8. All wiring must be secured and protected from chaffing, abrasion, sharp edges and tight bends. Holes through which wiring passes must be drilled and fully grommeted. Pass through wiring to include a U-shaped loop, pointing down, to act as a drip point for water. The use of split or sliced hose as grommets is not acceptable. Multi-pinned "bulkhead" type connectors are also acceptable.

9. All wiring will be routed in appropriately sized moisture resistant conduit. All conduit runs (were exposed) will be protected against damage by tree limbs, brush, and road debris. Insulated (rubber-coated) clamps attached by bolts, machine screws, or nylon type mounting blocks must support conduits. Sheet metal or self-tapping type screws are not acceptable. Welding of clamps to supportive structure is not acceptable. Reference: SAE J1292, Table 3, Type 3 or 4, and J562.
10. Appropriately rated fusible links fuses, or circuit breakers will protect all added circuits. Circuit breakers, installed in a common block, are desired. Reference: SAE J156, J258, J553, and J1284.
11. Cartridge type inline fuses are not acceptable. Reference: SAE J554.
12. Terminal wiring blocks must be used.
13. The use of power type relays or power type solenoids on all added circuits rated at 15-amperes and above is desired.
14. All added relays/solenoids; circuit breakers or fuses, switches, lights, and electrical devices will be specifically mounted in such a way to protect them from moisture or water contamination and road hazards such as rocks and brush limbs. Certain electrical components (safety and limit switches) should be epoxy impregnated to minimize effects contamination and moisture.
15. All added operator switches shall be identified with professionally engraved labels and lighted as required by law. Any "dyno label maker" or "computer label" tape type label is not acceptable.
16. The use of aftermarket electrical distribution systems that include the appropriately rated circuit breaker(s) ahead of the power relay(s) and/or switch panel(s) is acceptable.
17. All electrical connections shall have no exposed wires or terminals.
18. Any added circuit with dash and/or "console" mounted switches will include LED indicator lights that will light in the "on" position. Indicator lights to be dimmable where required by law.

19. All wiring or terminals in exposed unprotected areas, outside of any junction box, will use soldered or sealed type connectors, such as pre-molded or heat shrink tubing with internal coated glue/sealer. Electrical tape or "wrap and seal" type tape is not acceptable at any type connector. Reference: Phillips Shrink n' Seal Series, Ancor, Grote, or Amp adhesive lined series.
20. Splices are not acceptable except where a connection to an electrical device with a pigtail which was pre-installed by the device O.E.M. as part of that device. The use of appropriate O.E.M. wire for connecting purposes is acceptable.
21. All flasher(s) used will work with L.E.D. lights. Upgrade the standard OEM flasher, or use Grote #44090 or other suitable aftermarket flasher.
22. All wiring will be color-coded or numbered or labeled with circuit number or name. The continuous duty temperature limitations and wire gauge sizing requirements based on current draw and distance for each wire gauge utilized should be met. Reference SAE J1292-Table 1. See Charts attached.
23. Furnish and install a round 7-terminal RV type trailer plug at rear trailer hitch if chassis has hydraulic brakes, such as Pollack 11-898 (Includes harness). Furnish and install a round 7-terminal SAE J-560 type trailer plug at rear trailer hitch if chassis has air brakes.
24. Ring terminals of the proper stud diameter will be used unless a spade type connector is specifically required. The use of "Hook" or "U" fork type connectors is not acceptable. Connectors, which are "clamped" onto wire for installation and penetrate the wire's covering, are not acceptable. Any "Quick-lok" type, Scotch-Lok® type, "wire-nuts" or unsealed wiring connectors are not acceptable.

25. The use of chassis OEM in-dash "Upfitter" switches is desired. Note: If chassis is supplied by the City of Everett, this option will be ordered. All other aftermarket added switches are desired to be rated at 25-amps regardless of the style (toggle, rocker, etc.) even though the actual current load is limited to 15-amps per #13. Added aftermarket switches should also be durability tested to at least 25,000 full load cycles. Reference: Cole- Hersee "Heavy-Duty" or "Extra Heavy-Duty" grade level.

26. Connectors of all types must be properly crimped using the connector O.E.M.'s recommended tool. "Insulated" glue/sealer type connectors will have a flat oval shaped, smoothly sculptured appearance with no sharp indentures. "Non-insulated" connectors will be covered with a polyolefin adhesive lined heat shrink tubing that extends beyond the connector a minimum of twice the diameter of the wire being used. Reference: Aerospace Material Specification AMS-3634; SAE J163, J561, J858a, J928, and J1881.

27. All exterior lights to be shock mounted and/or housed in a protective housing. The entire light will pop out and be replaceable.

28. Any piece of locally added equipment with added electrical equipment and/or wiring must be included on, or have separately, an "As-built" wiring diagram covering the added equipment and any wiring. This diagram will include a pictorial location as well as a description.

29. Equipment exterior L.E.D. unit required. References: Truck-lite Super 44 Series: Stop/tail #44002R, Turn #44001Y, Back-up #44041C, Clearance/marker lights Truck-lite L.E.D. 35 Series: #35080R (Red), #35080Y (Yellow), with guards #35720; License plate Model 15 Series L.E.D. #15041; Grote SuperNova, Stop/tail #53252, Turn #53253, Back-up #62401, Clearance/marker lights #47242 (Red), #47243 (Yellow), with guards #43230; License plate #60341

Q&A Center

Following Q&A center items have been published by the buying organization for Solicitation IFB 2023-157

Solicitation Information

Title: Vehicle Upfit and Service Bodies

Description:

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This bid is separated into two parts. Companies may bid for either or both parts. Each part below will be awarded separately.

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There is no guarantee the City will provide a certain amount of equipment or vehicles to be installed in any given year. This is due to the fluctuating nature of the City's vehicle replacement policy and economic climate.

Delivery Terms: See Delivery Notes

Payment Terms: See Payment Notes

Contact Information

City of Everett
Jenny Chang
2930 Wetmore Ave Suite 9E Everett WA, 98201 United States
Tel: 425-257-8904
bids@everettwa.gov

Start Date: Dec 07, 2023 9:30 AM PST

Open Date: Jan 16, 2024 2:00 PM PST

Collaboration Start Date: Dec 07, 2023 9:45 AM PST

Collaboration End Date: Jan 04, 2024 11:59 PM PST

Vendor may e-mail buyer directly: Yes

Following Questions and Answers have been published:

Question	Answer	Date Submitted	Date Responded	Attachments
Will there be multiple award per section?	See Section 1.9 Method of Award.	Dec 18, 2023	Dec 18, 2023	Total:0
What if we have vendors and are good at a portion of one of the Parts (say, Part A), but do not have vendors and expertise to bid the entire section. Will the City weight a vendor that can provide all services for the section over someone that can only provide part of the section?	See Section 1.9 Method of Award.	Dec 18, 2023	Dec 18, 2023	Total:0
Price changes: the ITB calls out fixed pricing for 12 months. We have material and parts vendors that price increase us every 6 months. Suggestions on how to handle?	Pricing adjustments are only applicable to hourly rates and delivery fees.	Dec 18, 2023	Dec 18, 2023	Total:0
Will we be able to submit electronically?	This is a sealed bid. All submissions must be delivered in a sealed envelope to the City Clerk's office. See the front page of the solicitation for details.	Dec 18, 2023	Dec 18, 2023	Total:0

**CITY OF EVERETT
IFB #2023-157
VEHICLE UPFITS AND SERVICE BODIES
ADDENDUM #2**

Date Prepared: January 2, 2024

THIS ADDENDUM BECOMES PART OF THE CONTRACT DOCUMENTS AND MODIFIES THE ORIGINAL INVITATION FOR BID DOCUMENTS. CHANGES HAVE BEEN BOLDED FOR CONVENIENCE.

The items below clarify items that are contained in the original IFB documents.

1. **BID DUE DATE:** Remains unchanged. Bids are due on January 16, 2024, by 2:00 p.m.
2. **PRE-BID MEETING:** The pre-bid meeting that was hosted through TEAMS on December 18, 2023, can be watched by clicking on this [link](#).
3. **REVISION: Section 2.11 Cargo Van** has been revised to read as follows:
 - All equipment must be Weather Guard brand, unless approved by the Fleet Program Manager or designee.
 - Partition.
 - Shelving.
 - Cab storage.
 - Cabinets.
 - Hooks.
 - After-market heaters.
 - Miscellaneous items not previously listed.
 - **Cargo area flooring.**
4. **REVISION: Form 3.02 Price Sheet – Part B Cargo Vans Upfit** has been revised as attached. Submittals must be provided on the revised form.

All other terms and conditions remain unchanged.

Jenny Chang, CPPB
Buyer



FORM 3.02 PRICE SHEET – PART B CARGO VANS UPFIT *REVISED*
INVITATION FOR BID #2023-157 VEHICLE UPFIT AND SERVICE BODIES

Supplier Name:

Complete the price sheet. Quotes for goods or services other than those specified will not be considered unless authorized by the solicitation. Prices must be rounded to the nearest two (2) decimal places. If there is a conflict between the unit price and the extended price, the unit price shall govern.

Part 1 – Equipment					
<i>For award purposes: Estimated Value * (1 + Markup Percentage) = Extended Price.</i>					
#	Description	Reference Section(s)	Estimated Value	Markup Percentage	Extended Price
1	Body lighting	2.10	\$10,000	%	\$
2	Partitions	2.11	\$20,000	%	\$
3	Shelving	2.11	\$20,000	%	\$
4	Cab storage	2.11	\$5,000	%	\$
5	Cabinets	2.11	\$30,000	%	\$
6	Hooks	2.11	\$2,000	%	\$
7	After-market heaters	2.11	\$5,000	%	\$
8	Service body	2.12	\$300,000	%	\$
9	Bed liners	2.12	\$25,000	%	\$
10	Hydraulically or electrically operated crane	2.13	\$125,000	%	\$
11	Hydraulics for generator	2.13	\$3,000	%	\$
12	Hydraulically operated outriggers for crane	2.13	\$5,000	%	\$
13	Hydraulically operated tool circuit	2.13	\$15,000	%	\$
14	Other miscellaneous hydraulic-related needs	2.13	\$30,000	%	\$
15	Miscellaneous items not listed	2.11, 2.12	\$75,000	%	\$
16	Cargo area flooring	2.11	\$10,000	%	\$
Part 1 Equipment Subtotal:					\$

Part 2 – Labor and Delivery

*For award purposes: Unit Price * Estimated Quantity = Extended Price.*

#	Description - per Section 2 Specifications	Unit of Measure	Unit Price	Estimated Quantity	Extended Price
1	Installation Labor, including incidental supplies such as paint	HOUR	\$	500	\$
2	Pick-Up	FLAT FEE	\$	3	\$
3	Standard Delivery	FLAT FEE	\$	3	\$
4	Expedite: Delivery within 60 days from receipt of vehicle	FLAT FEE	\$	1	\$
Part 2 Labor and Delivery Subtotal:					\$

Copy category subtotals from the previous pages. If there is a conflict between a subtotal listed above and the subtotal listed below, the mathematically correct subtotal will prevail.

Category Description	Subtotal
Part 1 – Equipment	\$
Part 2 – Labor and Delivery	\$
Subtotal:	\$
9.9% Sales Tax:	\$
<i>9.9% sales tax is being used for award purposes only. If the City opts to pick-up the completed vehicle, the actual sales tax will be paid according to the location the pick-up occurred.</i>	
Part B – Total used for award:	\$
Do you certify that you are NOT on the Comptroller General's list of ineligible contractors nor the list of parties excluded from Federal procurement or non-procurement programs? Yes ☐ No ☐	
Do you agree to provide these products to other public agencies pursuant to RCW 39.34 and Section 1.21 above? Yes ☐ No ☐	
State the estimated or average number of calendar days to have a service body or equipment constructed and installed on a chassis or cargo van after receipt of order:	
State the estimated or average number of calendar days to have a completed vehicle delivered to the City:	
State the estimated or average number of calendar days to have a completed vehicle available for pick-up:	

Q&A Center

Following Q&A center items have been published by the buying organization for Solicitation IFB 2023-157

Solicitation Information

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Collaboration Start Date: Dec 07, 2023 9:45 AM PST

Collaboration End Date: Jan 04, 2024 11:59 PM PST

Vendor may e-mail buyer directly: Yes

Following Questions and Answers have been published:

<i>Question</i>	<i>Answer</i>	<i>Date Submitted</i>	<i>Date Responded</i>	<i>Attachments</i>
In regard to the Weatherguard spec for vans, is this 100% or are you willing to accept a bid from other equipment?	See Section 2.11. Other equipment may be proposed if it is approved by the Fleet Program Manager or designee.	Jan 02, 2024	Jan 02, 2024	Total:0

Q&A Center

Following Q&A center items have been published by the buying organization for Solicitation IFB 2023-157

Solicitation Information

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Vendor may e-mail buyer directly: Yes

Following Questions and Answers have been published:

<i>Question</i>	<i>Answer</i>	<i>Date Submitted</i>	<i>Date Responded</i>	<i>Attachments</i>
Would our company be able to install an alternative brand of partition on cargo van upfits?	We are open to other brands as long as the supplier can provide and install the complete upfit at a single location.	Jan 05, 2024	Jan 05, 2024	Total:0