

**CALL FOR BIDS FOR
1500 GPM SINGLE STAGE PUMPER
for King County Fire District #16**

The King County Fire District #16 Board of Fire Commissioners (“Board of Commissioners”) will accept sealed bids up to the hour of 3:00 pm on the 11th day of October, 2019, for the furnishing of at least two (2) 1500 GPM Pumpers (“Fire Pumper Fire Apparatus”). Bidders must demonstrate their Fire Pumper Apparatus complies with the Northshore Fire District - Fire Pumper Apparatus specification dated 9/11/2019 (“Specifications”) attached and incorporated herein and the National Fire Protection Association standard #1901 (as revised) (“NFPA”).

Bids will be accepted at the Headquarters Fire Station #51, 7220 – NE 182 ST Kenmore, WA 98028. Bids packages shall be sealed upon delivery King County Fire District #16.

Each bidder is solely responsible for the delivery of their bid by the set time and date. Bids received after the above listed time and date will **NOT** be considered and will be returned to the bidder unopened.

The Board of Commissioners reserves the right to reject any and all bids and to waive irregularities and informalities in the bidding process. The Board of Commissioners reserves the right to use the best value criteria as outlined in the Bid Requirements.

Any bids submitted must be clearly marked:

**1500 GPM SINGLE STAGE PUMPER
KING COUNTY FIRE DISTRICT #16**

**1500 GPM SINGLE STAGE PUMPER
BID REQUIREMENTS**

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1-0 GENERAL REQUIREMENTS
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1-1 GENERAL

1-1-1 Bids are requested for two (2) 1500 GPM single state pumping apparatus (“Fire Pumper Apparatus”), with four (4) person, custom chassis/cab. The Fire Pumper Apparatus shall meet the requirements of the Specifications, as well as the NFPA in all respects for use as a fire pumper. Should funding be available, additional units may be purchased using this bid.

1-1-2 Some items in the specifications may exceed NFPA standards and will be considered minimum for compliance.

1-1-3 The bid price must remain valid for a period of sixty (60) days from the date of bid opening.

1-1-4 **TWO (2) complete sets of bid documentation must be submitted with the bid**, one marked “Original” and one marked “Copy”.

1-2 INTENT

1-2-1 It is the intent of the Board of Commissioners to purchase two Fire Pumper Apparatus for KCFD #16.

1-2-2 The Specifications describe the essential minimum requirements for construction and performance of the Fire Pumper Apparatus. Items not described in the Specification for construction or performance, or NFPA may be accepted as the standard of the bidder who shall be solely responsible for the design, construction and performance of the Fire Pumper Apparatus. The Fire Pumper Apparatus shall comply with all Federal, State, I.C.C., and D.O.T regulations, standards and laws relating to commercial vehicles as well as to Fire Pumper Apparatus.

1-2-2 Any error, omission or inconsistency that is identified by the bidder shall be listed as such in the exceptions and a proposal to meet the intent of the specifications shall be listed.

1-3 ALL WORK MANDATORY

1-3-1 All items listed in the Specification are to be considered mandatory. The items listed in “**Options**” includes a list of options that the Board of Commissioners may choose to purchase. Any bidder must agree to price and perform all work, and furnish all equipment listed, including the Options.

1-4 TESTS

1-4-1 The road and pump tests required are those specified in NFPA and shall be conducted by the bidder at manufacturer's facility prior to the Fire Pumper Apparatus being delivered to KCFD #16 unless alternate arrangements are agreed to in writing by KCFD #16 prior to the beginning of the test.

1-4-2 In the event the Fire Pumper Apparatus fails to meet the test requirements on the first trials, second trials may be made at the option of the bidder within thirty (30) days of the date of the first trials.

1-4-3 Such trials shall be final and conclusive and failure to comply with these requirements a second time may be cause for the Board of Commissioner's rejection of the bid.

1-4-4 Permission to keep or store the Fire Pumper Apparatus in any building owned or occupied by the KCFD #16 during the above specified period, with the permission of the bidder, shall not constitute acceptance. Insurance covering loss, theft or liability shall remain the responsibility of the bidder until formal acceptance by the Board of Commissioners is completed.

1-5 ACCEPTANCE

1-5-1 Acceptance of the delivered Fire Pumper Apparatus will be made at completion of all required tests and receipt of all specified equipment. Equipment items not delivered at time of the tests, or construction not in conformance with the proposal will be cause for the Board of Commissioners to withhold payment until delivery is complete and acceptable.

1-5-2 Bidders shall include with the bid the projected number of calendar days to manufacture and deliver the specified apparatus to the manufacturer's declared warranty service center. For the purposes of this section, the delivery date will be determined by the above referenced calendar days and will be the date the Fire Pumper Apparatus arrives at the manufacturer's declared warranty service center. Liquidated damages in the amount of \$200.00 per calendar day, beginning the day after the declared delivery date, shall be deducted from the final payment until the Fire Pumper Apparatus arrives at the declared warranty service center.

1-5-3 The Fire Pumper Apparatus will be inspected by KCFD #16 upon delivery for compliance with the Specifications, NFPA, change orders, factory final inspection corrections, and any previously authorized exceptions. Deviations will not be tolerated and will be cause for rejection of apparatus unless they were originally listed in the bidder's proposal and accepted in writing by KCFD #16.

1-5-4 If after thirty (30) days from the delivery inspection the Fire Pumper Apparatus is not brought up to compliance, the bidder may be considered in default of the contract, and the procedures to institute the provisions of the performance bond may be exercised.

1-6 BODY CONSTRUCTION MATERIAL

1-6-1 It is the intent of KCFD #16 to purchase Fire Pumper Apparatus bodies of material and construction as specified in the Specifications.

1-6-2 A full description including grade, thickness and tensile strength of the proposed material for body construction must be included with the bid.

1-7 CAB / CHASSIS CONSTRUCTION REQUIREMENTS

1-7-1 The cab shall be a fire apparatus custom, full-tilt type, constructed of aluminum or stainless steel.

1-7-2 A full description including grade, thickness and tensile strength of the proposed material for cab construction must be included with the bid.

1-7-3 The chassis used in the manufacture of the specified apparatus shall be of the heaviest duty cycle available.

1-8 BIDDER'S RESPONSIBILITY

1-8-1 The bidder shall have a factory adequate to the manufacture of the Fire Pumper Apparatus specified in the Specifications. The intent of this requirement is to ensure that a single source is responsible for the Fire Pumper Apparatus proposed by the bidders.

1-8-2 Each bidder is required to be thoroughly familiar with the requirements contained herein before submitting their proposal. No additional allowances will be made because of a lack of knowledge of these requirements. It is the responsibility of the successful bidder to ascertain if any components of the Specifications are unsafe or do not meet the required standards of applicable local, state, and federal laws. Should there be any unsafe or poorly designed criteria contained herein, the bidder shall thoroughly explain them to the KCFD #16 in the bid proposal.

1-8-3 The bidder shall disclose any pending or anticipated litigation between and bidder and any other party or parties that might affect this contract.

1-9 PRICING AND PAYMENT TERMS

1-9-1 In order to take advantage of possible pre-payment discounts, KCFD #16 will consider making partial payments for certain discounts. The bidder shall supply discounted payment options with this bid as well as the amount of full COD payment upon delivery and acceptance. Terms of full COD payment will be 100% after acceptance of the vehicle.

1-9-2 Bidders shall supply pricing for two (2) Fire Pumper Apparatus, and pricing for additional units should funding be available. Pricing shall include any applicable state and local taxes.

1-9-3 Should any of the discounted payment options be exercised by KCFD #16, a **fully paid invoice** must be provided showing ownership of the paid component(s) at time of payment.

1-9-4 All certificates of origin are to be transferred to KCFD #16.

1-9-5 There will be no trade-in on Fire Pumper Apparatus currently in service.

1-10 CONTINGENCY FUND

1-10-1 Pricing shall include a contingency in the amount of 3% (three percent) of the total price of the Fire Pumper Apparatus in order to make changes as may be deemed necessary by the manufacturer and/or the KCFD #16. The contingency amount will be included in the proposal and shall be added to the actual proposed price of the Fire Pumper Apparatus. At the time of the final acceptance of the Fire Pumper Apparatus by the KCFD #16, any portion of the 3% contingency money that has not been used shall be deducted from the final price.

1-10-2 A full accounting of the fund shall be provided to the KCFD #16 with any remaining funds returned after 60 days from the date of delivery.

1-11 BRAND NAMES

1-11-1 Whenever a brand or manufacturer's name is utilized in the Specifications, it is included for descriptive purposes and to establish a level of quality. Products that are equivalent to those named may be proposed, providing that full supporting documentation is furnished establishing such equivalency. Simply providing manufacturers literature **WILL NOT** be considered justification for the substitution.

1-11-2 All substitutions must be listed in the Bidder's Bid Proposal Form as exceptions for evaluation.

1-11-3 The Board of Commissioners shall be the sole judge if the substitution is acceptable as an equivalent.

1-12 EVALUATION & EXCEPTIONS

1-12-1 This is an engineer, design, construct, and deliver type bid and it is not the intention of KCFD #16 to write out any vendors or manufacturers of similar or equal equipment. The Specifications are written for the specific needs of KCFD #16. Because of this, price will not be the only consideration in the making of the award for contract. The Board of Commissioners reserves the right to use best value criteria, as outlined herein.

1-12-2 Bids received will be evaluated by KCFD #16. This evaluation will be based as a minimum on the following criteria:

- Completeness of the proposal, i.e., the degree to which the bidder responds to all requirements and request for information contained herein

- Manufacturing time and delivery date
- Bidder's past performance on similar projects
- Bidder's design and engineering reliability factors
- Bidders logistical and service support
- Pricing

1-12-3 To assist the bid evaluators with the bid evaluation, the bidder shall check each item in the Specifications as "Yes" (compliant) or "No" (non-compliant). Any item in the Specifications where an exception or variation is taken must be checked "No".

1-12-4 A complete set of the bidder's specifications of the Fire Pumper Apparatus must be submitted with the bid. "Yes" answers on each item in the Specifications does not relieve the bidder of the requirements to submit an accurate proposal.

1-12-5 Any exception or variation (expressed by checking "No" on the Specifications) in construction, performance, test or items of equipment, between the Specifications and the Bidder's Proposal shall be detailed and submitted with the Bidder's Proposal on a separate sheet in bid sequence citing the page and paragraph number. Bidders must explain in detail, and with full supporting data, how the proposed deviation meets or exceeds the specifications. **FAILURE TO COMPLY WITH THIS REQUIREMENT WILL AUTOMATICALLY DISQUALIFY THE BID.**

1-12-6 The Board of Commissioners reserves the right to determine which (if any) deviations are acceptable.

1-12-7 The Board of Commissioners reserves the right to reject any and all bids received, and accept any bid which, in its judgment, best serves the interest of KCFD #16.

1-12-8 Four (4) general lay-out drawings, showing the front, rear, left, right and top view of a representative Fire Pumper Apparatus must be submitted with the bid for the purpose of comparison.

1-12-9 Discrepancies found in the Bidder's specifications will be considered non-compliance.

1-12-10 The Specifications shall, in all cases, govern the construction of the Fire Pumper Apparatus, unless a properly documented exception or deviation was approved in writing by KCFD #16. **THIS IS NOT A REQUEST FOR PROPOSAL. ANY BID INDICATING THAT THE MANUFACTURER'S PROPOSAL SHALL SUPERSEDE KCFD #16 SPECIFICATIONS WILL BE IMMEDIATELY REJECTED AS TAKING TOTAL EXCEPTION TO THE SPECIFICATIONS.**

1-12-11 KCFD #16 seeks the highest level of safety, quality assurance and liability protection.

1-13 PRE-AWARD CLARIFICATIONS

1-13-1 Any questions regarding the specification prior to the opening of the bids shall be submitted to KCFD #16 in writing. Clarifications or corrections to the Specifications shall not be valid unless they are in written form and signed by the KCFD #16 assigned authority. In order for the KCFD #16 to respond to all questions prior to the bid opening, questions must be received 10 days prior to the bid opening.

1-14 FAILURE TO LIST EXCEPTIONS / VARIATIONS

1-14-1 The Fire Pumper Apparatus will be inspected upon delivery for compliance with the Specifications and previously authorized exceptions or variations. **Deviations from the Specifications with authorized exceptions or variations will not be tolerated and will be cause for rejection of apparatus unless they were originally listed in the bidder's proposal and accepted in writing by KCFD #16.**

1-15 PROTOTYPE APPARATUS

1-15-1 No prototype or experimental Fire Pumper Apparatus will be accepted. The manufacturer must demonstrate that s/he has successfully produced and sold Fire Pumper Apparatus, of the same design, and of the same material in the past two years. **Total exception to the Specifications will be cause for immediate rejection.**

1-16 MANUFACTURER'S RELIABILITY

1-16-1 The manufacturer must be satisfactory to KCFD #16, from the standpoint of experience, reliability and demonstrated ability to manufacture equipment, comparable as to size and type, as specified, for the past fifteen (15) years. A list of fire departments, with contact names and telephone numbers, who have purchased the same type of Fire Pumper Apparatus from the manufacturer over the past five years must be supplied along with the bid for physical evaluation.

1-17 BID BOND AND PERFORMANCE BOND

1-17-1 A Bid Bond check in the amount of ten percent (10%) of the bid shall be furnished with the bidder's proposal. The Bid Bond issuer shall comply with the requirements in the Specifications. Further, the Bid Bond shall include all the assurances, including the warranties, required in the Specifications. The bond will insure that the bidder will enter into contract and submit a performance bond within 14 days of notice of award of contract. The successful bidder's Bid Bond will be returned or released after a contract is executed. In case of failure to comply within the stated time, the Bid Bond will be forfeited as liquidated damages because of the default.

1-17-2 The Bid Bond or check of all other bidders will be returned after bids are opened and evaluated.

1-17-3 A performance bond in the amount of one hundred percent (100%) of the bid shall be furnished by the successful bidder within fourteen (14) days after receiving the official notice of award of contract. The successful bidder and the surety company shall agree to bind themselves, their successors, executors, administrators, and assigns, jointly

and severally, to deliver the Fire Pumper Apparatus to these specification's intent. This bond shall remain in force until each Fire Pumper Apparatus has been delivered and accepted. Failure of the bidder to complete delivery according to the contract and Specifications will be cause to begin action for forfeiture of performance bond.

1-17-4 The performance bonds issued shall be by a company that is authorized to do business under the laws of this state, with the following qualifications as to their management and financial strength: (1) the bonding company shall have a general policyholder's rating of not less than "A+9", (2) the amount of any required bond shall not exceed ten percent (10%) of the reported policyholder surplus as reported in the latest edition of Best's Key Rating Guide", published by the Alfred M. Best Company, Inc., (3) the attorneys-in-fact who sign the bonds must file with the bonds a certified copy of their power of attorney to sign such bonds.

1-17-5 A Certified Check made payable to KCFD #16 in the amount of 100% of the contract price may be delivered in lieu of the performance bond.

1-17-6 The cost of the bid bond and performance bond shall be included in the bid price.

1-18 PRODUCT LIABILITY INSURANCE

1-20-1 Documentation of insurance, and the bidder's insurance carrier, demonstrating compliance with the requirements outlined in the Specifications shall be supplied by the bidder at the time of bid submission. The successful bidder shall defend any and all suits and assume liability for the use of patented device or article forming a part of the Fire Pumper Apparatus furnished under the contract. Failure to supply a copy of the Certificate of Insurance with the bid will be cause for immediate rejection of the bid.

1-19 FACTORY AUTHORIZED SERVICE FACILITY

1-19-1 The manufacturer shall have a factory authorized warranty facility located within 50 miles of the KCFD #16 boundaries. This facility will be the single contact point for warranty service.

1-19-2 The warranty facility shall have all equipment and tools necessary to safely and properly make any repairs needed per the component manufacturer's requirements. The warranty facility shall have a minimum of four (4) EVT Technicians, Pump Manufacturer certified mechanics or an apparatus factory certified journeyman level mechanics to handle any necessary repairs. Proof of factory training will be required.

1-19-3 The warranty facility shall have a minimum of 2 years' experience repairing and maintaining Fire Pumper Apparatus similar to the specified vehicle.

1-19-4 A profile of the warranty facility, complete with a list of mechanics that would be performing Fire Pumper Apparatus repairs with their certifications shall be submitted with the bid. The bidder shall submit the location and recent photos of the service center and the mobile service unit(s) along with the bid.

1-20 COOPERATIVE PURCHASING AGREEMENT

1-20-1 Pursuant to RCW 39.34, other public agencies may utilize this contract for this equipment and purchase directly from the awarded bidder without additional competitive bidding. Bidders agree to supply additional quantities that may be purchased by other public agencies. Bidders further agree to extend the identical prices and services under the same terms and conditions to all public agencies, with allowances for annual pricing adjustments as agreed to by the bidder and the purchasing agency. Established economic indicators shall be used to determine appropriate pricing adjustments. KCFD #16 does not accept any responsibility for orders issued by other public agencies.

1-20-2 Public agencies desiring to use KCFD #16's contract must have executed an Intergovernmental Cooperative Purchasing Agreement with KCFD #16, as required by RCW 39.34. Only those public agencies that 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 shall be in effect by an order from the public agency, directed to the bidder or other party contracting to furnish goods or services to KCFD #16. KCFD #16 accepts no responsibility for the performance of any purchasing contract by the bidder, nor any responsibility for payment of the purchase price for any public agency.