

## **Instructions For Bidders**

### **PRICING AND DELIVERY**

Prices and bid shall include Washington State sales tax + include delivery, delivery shall be made no later than 30 days after notification of awarded bid.

### **TAXES AND FEDERAL EXCISE TAX**

Washington State Sales tax shall be shown as a separate line on the submittal sheet. East Pierce Fire & Rescue, as a municipal corporation of the state of Washington, is exempt from federal excise tax and such taxes shall not be included in bid prices. East Pierce Fire & Rescue agrees to furnish Bidder, upon acceptance of articles supplied under this order, with an exemption certificate, if necessary.

### **COOPERATIVE PURCHASING**

RCW 39.34 allows cooperative purchasing between public agencies (political subdivisions).

Public agencies which have filed an Intergovernmental Cooperative Purchasing Agreement with East Pierce Fire & Rescue and which are actively participating may purchase from East Pierce Fire & Rescue contracts, provided by the Vendor has agreed to such participation. Each Bidder shall indicate on the bid submittal form if he will honor other public agency orders in accordance with contract terms and conditions in addition to orders from East Pierce Fire & Rescue. East Pierce Fire & Rescue does not accept any responsibility for purchase orders issued by other public agencies.

Public agencies desiring to use East Pierce Fire & Rescue contracts must have executed an Intergovernmental Cooperative Purchasing Agreement with East Pierce Fire & Rescue, 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 shall be affected by a purchase order from the public agency, directed to the Vendor or other party contracting to furnish goods or services to East Pierce Fire & Rescue.

East Pierce Fire & Rescue accepts no responsibility for the performance of any purchasing contract by the Vendor, and East Pierce Fire & Rescue accepts no responsibility for payment of the purchase price for any public agency.

## **MULTIPLE BIDS**

Vendors interested in submitting more than one bid may do so, providing each bid stands alone and independently complies with the instructions, conditions, and specifications of this Request for Bids.

## **BIDDING ERRORS**

East Pierce Fire & Rescue will not be liable for any errors in vendor bids. Vendors will not be allowed to alter bids after the deadline for bid submission.

East Pierce Fire & Rescue reserves the right to make corrections or amendments due to errors identified in bids by East Pierce Fire & Rescue or the vendor. This type of correction or amendment will only be allowed for such errors as typing, transposition or any other obvious error. Vendors are liable for all errors or omissions contained in their bids.

When, after opening and tabulation of bids, a bidder claims error, and requests to be relieved of award, he will be required to promptly present certified work sheets. The buyer will review the work sheets and if the Buyer is convinced, by clear and convincing evidence, that an honest and mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of his bid.

After opening and reading bids, East Pierce Fire & Rescue will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price unit and the extended amount of any bid item, the price per unit will control. The total of extensions, corrected where necessary, will be used by East Pierce Fire & Rescue.

## **DELIVERY**

The Vendor assumes responsibility for the delivery of all vendor supplied equipment in bid submittal.

## **DELIVERY TIME**

The expected delivery date shall be 30 days from the date of notification of awarded bid.

## **PAYMENT**

Payment will be made promptly upon receipt of a correct invoice of goods or equipment that have been delivered and accepted. No down payment or advance 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.

## **BID REJECTION**

East Pierce Fire & Rescue reserves the right to reject any or all Bids at any time and to disregard any informality or irregularity that EPFR deems to be immaterial.

## **WITHDRAWAL OF QUOTES**

Vendors 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 vendor must be submitted to the buyer named in the request for bids.

## **NON-ENDORSEMENT**

As a result of the selection of a vendor to supply products and /or services to East Pierce Fire & Rescue, East Pierce Fire & Rescue is neither endorsing nor suggesting that the vendor's product is the best or only solution. The vendor agrees to make no reference to East Pierce Fire & Rescue in any literature, promotional material, brochures, sales presentation or the like without the express written consent of East Pierce Fire & Rescue.

## **PROPRIETARY MATERIAL SUBMITTED**

Any information contained in the proposal that is proprietary must be clearly designated. Marking the entire bid as proprietary will be neither accepted nor honored. If the request is made to view a vendor's bid, East Pierce Fire & Rescue will comply according to the Open Public Records Act, Chapter 42.56 RCW. If any information is marked as proprietary in the proposal, such information will not be made available until the affected vendor has been given an opportunity to seek court injunction against the requested disclosure.

## **RESPONSE PROPERTY OF EAST PIERCE FIRE & RESCUE**

All materials submitted in response to this request become the property of East Pierce Fire & Rescue. Selection or rejection of a response does not affect this right.

## **NO OBLIGATION TO BUY**

East Pierce Fire & Rescue, reserves the right to refrain from contracting with any vendor. The release of the Request for Bids does not compel East Pierce Fire & Rescue to contract.

## **COST OF PREPARING BIDS**

East Pierce Fire & Rescue is not liable for any costs incurred by vendors in the preparation and presentation of proposals and demonstrations submitted in response to this Request for Bids.

## **EVALUATION CRITERIA**

In addition to price, the following elements shall be given consideration:

- The ability for **Bus must be in stock on the ground in Washington, no custom orders.**
- The character, integrity, reputation, judgment, experience, and efficiency of the bidder.
- Whether the bidder can deliver Bus within the time specified.
- The quality of performance of previous contracts or services.
- The previous and existing compliance by the bidder with laws relating to the contract or services.
- Evidence of collusion with any other bidder, in which case colluding bidders will be restricted from submitting further bids on the subject project or future projects.
- Such other information as may be secured having a bearing on the decision to award the contract.
- Warranty includes location and capacities. Warranty location shall be located within 50 miles of East Pierce Fire & Rescue.

## **CUSTOMER REFERENCES**

East Pierce Fire & Rescue may, at its option, contact other known vendor customers for references.

## **ADDENDA**

**Bidders are responsible to check the East Pierce Fire & Rescue website for the issuance of any addenda prior to submitting a bid.** The address is [www.eastpiercefirerescue.org](http://www.eastpiercefirerescue.org).

## **BID SUBMITTAL**

All bids must be submitted on the regular forms provided in this document. Bids can be mailed or hand delivered to East Pierce Fire and Rescue, Attn: Michelle Hollon, Bid Submittal. Fax or email bids will not be accepted. It is the bidder's responsibility to make sure that bids are received by the deadline **2PM (PST) on Thursday April 8<sup>th</sup>, 2021**. Bids received after the deadline will not be considered.

Only firm bids will be accepted, and East Pierce Fire & Rescue reserves the right to reject any or all bids or waive any irregularities and informalities in the bid submitted and accepted by East Pierce Fire & Rescue. No bidder may withdraw his bid after the hour set for the opening thereof unless the award is delayed for a period exceeding 30 days. **Bus must be in stock on the ground in Washington, no custom orders.** East Pierce Fire & Rescue further reserves the right to make awards to the lowest and most responsive bidder as deemed in the best interests of East Pierce Fire & Rescue.

**East Pierce Fire & Rescue  
Specifications for a new 2020-21 (14 Passenger + Rear Luggage Shuttle Bus)  
For East Pierce Fire and Rescue**

**14 passenger shuttle bus must be in stock on the ground in Washington, no custom orders.  
14 passenger shuttle bus to be delivered no more than 30 days after bid award.**

**Specifications:**

New 2020-21 (14 Passenger + Rear Luggage Shuttle Bus.)

Please Mark an "x" in the box to the right of each preferred spec

<i>Preferred</i>	<i>General specifications Bus</i>	<i>Yes</i>	<i>No</i>
<b>Condition</b>	<b>New</b>		
<b>Year</b>	<b>2020-21</b>		
<b>Seating Capacity</b>	<b>14 passengers</b>		
<b>Storage</b>	<b>Rear Luggage Storage with full partition wall. Slam lock Rear exterior Luggage Door and Interior Access Door.</b>		
<b>Interior Storage</b>	<b>Interior Overhead Luggage Racks</b>		
<b>Fuel Type</b>	<b>Gas</b>		
<b>Transmission</b>	<b>Automatic</b>		
<b>Brake type</b>	<b>Hydraulic Brakes</b>		
<b>GVWR</b>	<b>&lt; 16,000lbs</b>		
<b>Seats</b>	<b>Side Sliders, Recliner vinyl seats or with Level 3 vinyl Seat Covers</b>		
<b>Seat belts</b>	<b>Retractable seatbelts</b>		
<b>Air Conditioning</b>	<b>68,000 BTU A/C System Dual Compressor</b>		
<b>Heat</b>	<b>65,000 BTU Heat System</b>		
<b>Flooring</b>	<b>Grey non-skid flooring</b>		
<b>Interior Walls</b>	<b>Gray padded Vinal Wall Coverings</b>		
<b>Photo or Video</b>	<b>Can Vendor produce photo's or video of actual vehicle on request.</b>		