

## INSTRUCTIONS TO BIDDERS

East Pierce Fire and Rescue (hereinafter “East Pierce”) is the entity issuing the attached Invitation to Bid (Exhibit A). East Pierce is a municipal corporation and a political subdivision of the state of Washington.

### Background and Intent of Bid:

East Pierce passed a bond measure in November 2018 and is in the process of upgrading and/or constructing fire stations and purchasing apparatus to improve fire protection and emergency medical services within its boundaries. East Pierce is therefore seeking to purchase **one (1) tractor-drawn aerial, and six (6) fire engines**, in accordance with the attached Product Specifications.

### East Pierce Information:

East Pierce’s mailing address is: See Invitation to Bid.

The East Pierce Representative for all matters relating to the Invitation to Bid is: Jim Jaques, [jjaques@eastpiercefir.org](mailto:jjaques@eastpiercefir.org), who may be contacted between the hours of 8:00 AM to 4:30 PM, Monday through Friday with questions pertaining to the Invitation to Bid. Vendors who download specifications shall notify Assistant Chief Jim Jaques by email, [jjaques@eastpiercefir.org](mailto:jjaques@eastpiercefir.org) that you have downloaded the bid package. This will allow EPFR to notify those bidders of any addendums to the bid package.

1. **Definitions** The following terms shall have the meaning set forth below when used in this instrument:
  - 1.1. **Bidder.** Any person or entity that submits a qualified bid in response to the Invitation to Bid and Product Specifications for this purchase.
  - 1.2. **Qualified Bid.** Any bid submitted to East Pierce in response to the Invitation to Bid issued by East Pierce that complies with all other bid requirements.
  - 1.3. **East Pierce.** East Pierce Fire and Rescue.
  - 1.4. **Supplier.** The bidder who is awarded the contract to supply the product described in the Product Specifications issued by East Pierce, whether referred to as successful bidder, contractor, or manufacturer in subsequent documents.
  - 1.5. **Acceptance.** The term acceptance shall mean that time at which East Pierce indicates that the product, as received, substantially complies with the Product Specifications.
  - 1.6. **Product Specifications.** The specifications attached hereto as **Exhibit B**.
  - 1.7. **Invitation to Bid.** Attached as **Exhibit A**.
  - 1.8. **Board.** The Board of Fire Commissioners of East Pierce.

2. **Invitation for Bids.** East Pierce will accept bid proposals for the purchase set forth in the Product Specifications. Bid proposals shall be submitted in accordance with the attached Invitation to Bid. Any bid protest must be submitted one week from receipt of a written determination from the Board that the bidder is not responsible. To be clear, the aforementioned “bid protest” may **only** be based on a written determination by the Board that the protesting bidder is not responsible; no other sort of bid protest is provided for herein.
3. **Acceptance - Rejection of Bids.** East Pierce reserves the right to reject any or all bids, to waive minor irregularities in any bids or in the bidding procedure, and to accept any bid presented which meets or exceeds the Product Specifications and which the Board deems to be in the best interest of East Pierce. The Board reserves the right to accept the bid from the lowest, qualified and responsible bidder taking into consideration the interests of East Pierce. This may or may not be the bid with the low bid price.
4. **Instruction to Bidders and Specifications.** These Instructions to Bidders and the Product Specifications may be obtained by contacting the East Pierce Representative Assistant Chief Jim Jaques between the hours of 8:00 a.m. and 4:30 p.m. on all regular business days. Any questions regarding this specification must be submitted in writing and be received by the East Pierce Representative a minimum of five (5) business days prior to the bid opening date. Clarifications, corrections and/or changes shall be sent out in writing via fax to all prospective bidders.
5. **Bid Submission.** A bidder may, without prejudice to the bidder, withdraw, modify, or correct a proposal after it has been deposited with East Pierce, provided the request is filed with East Pierce, in writing before the time set for opening the bid proposals. The original proposal, as modified by such writing, shall be considered as a proposal submitted by the bidder.
6. **Contents of Bid Proposal.** *In addition to all the information requested in the Product Specifications*, bid proposals shall contain or be accompanied by the following:
  - 6.1. **Proposal.** A written proposal to manufacture and supply the product described in the Product Specifications in accordance with the instructions to bidders.
  - 6.2. **Qualification of Bidder.** Satisfactory evidence of the bidder's ability to construct the product specified. Each bidder shall furnish satisfactory evidence of their ability to construct the product specified and shall state the location of the factory where the product is to be built. They shall also show that they are in a position to render prompt service and to furnish replacement parts for said product.
  - 6.3. **Repair Services.** The bidder shall provide in the bid proposal a statement stating the length of time that parts and services will be available after delivery of the product and where such parts and services will be available.
  - 6.3. **Authority.** The bid must be signed by an authorized representative of the bidder. The bidder shall provide with the bid proposal, proof of such representative's authority to contractually bind the bidder.

6.4. **Price.** EPFR will make pre chassis payments on all vehicles and pre aerial payments on the TDA.

**Bidders will provide pricing in the table below:**

**Total purchase summary including pre-payment discounts:**

Description	Dollar Amount
One (1) tractor-drawn aerial	0
First two (2) fire engines	0
Second two (2) fire engines	0
Final two (2) fire engines	0
<b>Subtotal for one (1) tractor-drawn aerial &amp; six (6) fire engines</b>	<b>\$ -</b>
Plus Washington state sales tax at 9.3%	0
Plus Washington state motor vehicle tax at 0.3%	0
<b>Total for one (1) tractor-drawn aerial &amp; six (6) fire engines</b>	<b>\$ -</b>

6.5. **Payment Terms.** The bid proposal must state the time at which the purchase price or any portion of the price shall become due, provided that the final payment shall not be due until 30 days after the next regular meeting of the Board following acceptance of the product by East Pierce.

6.6. **Delivery Date.**

East Pierce Fire and Rescue seeks to purchase one (1) Tractor Drawn Aerial (TDA) Ladder Truck and six (6) 1500 GPM Pumpers.

Upon acceptance and award of bid, East Pierce Fire and Rescue (EPFR) intends to purchase the above referenced apparatus, by placing orders upon execution of a purchase agreement, with staggered delivery dates.

	Ordered On	Delivery Time in Days from Date of Order	Delivery Date based on number of days
1 TDA Ladder Truck	Oct. 31, 2019	365	Nov. 1, 2020
2 Pumpers	Oct. 31, 2019	365	Nov. 1, 2020
2 Pumpers	Oct. 31, 2019	500	Mar 14, 2021
2 Pumpers	Oct. 31, 2019	700	Sept 30, 2021

The bidder shall provide in the bid proposal the amount of time in which the product will be delivered to East Pierce. The delivery date for the tractor-drawn aerial shall be no later than **November 1, 2020** subject only to labor strikes, acts of God or other delays not the fault of the Supplier.

The delivery date for the first two (2) engines shall be no later than **November 1, 2020** subject only to labor strikes, acts of God or other delays not the fault of the Supplier.

The delivery date for the second two (2) engines shall be no later than **March 14, 2021** subject only to labor strikes, acts of God or other delays not the fault of the Supplier.

The delivery date for the final two (2) engines shall be no later than **September 30, 2021** subject only to labor strikes, acts of God or other delays not the fault of the Supplier.

7. **Compliance.** East Pierce advises all prospective bidders that compliance with the requirements of these Instructions to Bidders as well as the Product Specifications will be considered by the Board in determining whether to accept or reject any bid.
8. **Material Considerations.** Each of the requirements contained in this document are material and the failure of a bidder to comply with each requirement may constitute grounds for the rejection of the bid at the discretion of the Board.
9. **Bidding Errors.** East Pierce will not be liable for any errors in any Bidder proposal and Bidders will not be allowed to alter or modify bids after the Bid submittal deadline. East Pierce reserves the right to correct or amend errors such as typing, transposition or other obvious errors, however, East Pierce is not required to make such corrections or amendments. If a Bidder claims error and asks to be relieved of an award, the Bidder will be required to promptly present certified work sheets documenting the error. If East Pierce upon review of the works sheets is convinced, in East Pierce's sole discretion, that an honest, mathematically excusable error or omission of costs has been made, the Bidder, upon forfeiture of Bidder's bid bond may be relieved of Bidder's bid. If a discrepancy exists between the price per unit and the extended amount of any bid item, the price per unit will control.
10. **Offer Irrevocable - Time Period.** All bid proposals shall be deemed to be offers to enter into a contract and shall be irrevocable for a period of thirty (30) days from the date of opening of the bids.
11. **Product Specifications.** The Product Specifications provided by East Pierce are the minimum requirements. No exceptions to the Product Specifications will be permitted unless made in compliance with the Product Specifications.
12. **Performance and Bid Bonds.** The Bidder must submit bid and performance bonds in accordance with the Product Specifications.
13. **Delivery Location.** Delivery of the product shall be F.O.B. East Pierce Fire and Rescue, 18421 Veterans Memorial Drive E, Bonney Lake, WA 98391 or such other location as designated by East Pierce.
14. **Liquidated Damages.** If the Supplier fails to deliver the completed product to the location specified on or before the date specified in the contract, because of difficulty in computing the actual damages to East Pierce arising such delay, it is determined in advance and agreed by the parties that the Supplier shall pay East Pierce the amount of \$250.00 per calendar day until the Supplier delivers the completed product to the location specified. The parties agree that this amount represents a reasonable forecast of the actual damages that East Pierce will suffer by failure of the Supplier to complete the product within the agreed time period. The execution of the Contract shall constitute acknowledgment by the Supplier that the Supplier has ascertained and agrees that East Pierce will suffer actual damages in the above amount

for each day during which the completion of the product is delayed beyond the agreed completion date.

- 15. Acceptance and Testing.** Acceptance of the product shall not occur at the factory if a factory pick-up by East Pierce personnel is selected. Acceptance of the product shall not occur unless and until all tests set forth in the Product Specifications are satisfied in the discretion of East Pierce, and that East Pierce finds that the product substantially complies with the Product Specifications.
- 16. Supplier Tests.** The bidder shall specify in the bid proposal all tests that will be performed by the Supplier on the product. All test results shall be provided to East Pierce.
- 17. Warranty.** If the manufacturer's warranty excludes warranties of any specific included components because such components are covered by the component manufacturer's warranty, the warranty of the component manufacturer shall be included with the bid proposal. *In addition to those requirements set forth in the Product Specifications*, and unless otherwise stated, the warranty of the manufacturer shall cover all components of the product including accessories.

  - 17.1. *In addition to those requirements set forth in the Product Specifications*, the warranty obligation shall include the following:

    - 17.1.1. All materials and required labor.
    - 17.1.2. All transportation and shipping costs for the product or any part of the product from East Pierce headquarters station to the place of repair and return.
    - 17.1.3. The term of the warranty or warranties.
    - 17.1.4. A copy of the warranty must be included in the bid.
- 18. Statutes and Regulations.** The completed product must comply with the requirements of NFPA standards as set forth in Exhibit B, applicable federal statutes and regulations, applicable Washington statutes and regulations of the Department of Labor and Industries and all other applicable state regulatory agencies. In the event the Product Specifications cannot be complied with without violating such requirements, the bidder shall so state or if not discovered until after the contract has been executed, the Supplier shall advise East Pierce prior to construction of the product.
- 19. Patents.** The Supplier shall defend any and all suits and assume all liability for any claims against East Pierce, or any of its officials, employees, and agents, for the use of any patented process, device or article forming a part of the product or any appliance to be furnished under the contract.
- 20. Conflict of Interest.** Bidders must certify that no officer, agent, or employee of East Pierce who has participated in the contract negotiations on the part of East Pierce has a pecuniary interest in the bid proposal and that the proposal is made in good faith without fraud,

collusion, or participation of any kind by any other bidder under the same call for bids and that the bidder is submitting the bid in its own behalf and not as an undisclosed agent of any person or firm.<sup>21</sup> **Interlocal Bids.** Bids shall be subject to chapter 39.34 RCW, the Interlocal Cooperation Act, under which other governmental agencies may purchase through the bid proposal accepted by East Pierce. East Pierce accepts no responsibility for the performance of a purchasing contract by the successful bidder and East Pierce accepts no responsibility for payment of the purchase price by any entity purchasing under this provision. Without limiting the foregoing, Bidders acknowledge that certain entities may agree to jointly purchase the product under this bid and that joint purchases shall be considered as a single purchase for purposes of any quantity discounts.